



**DATED**

**19<sup>th</sup> of February 2023**

**Assured shorthold tenancy agreement**

**relating to**

Flat 41, 20 Thames Road, London, E13 2ZG

between

**The Landlord**

PREC LONRES PROPCO S.À R.L., a private limited liability company (société a responsabilité limitée) incorporated and existing under the laws of the Grand Duchy of Luxembourg, having its registered office at 15, Boulevard F.W. Raiffeisen, L-2411 Luxembourg

and

**The Tenant**

Joao Nisa

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This agreement is dated 19<sup>th</sup> of February 2023

## Parties

1. **PREC LONRES PROPCO S.À R.L.**, a private limited liability company (société a responsabilité limitée) incorporated and existing under the laws of the Grand Duchy of Luxembourg, having its registered office of 15, Boulevard F.W. Raiffeinsen, L-2411 Luxembourg, registered with the Luxembourg Trade and Companies Register (Registre de Commerce et des Sociétés, Luxembourg) under number B262071 (**the Landlord**).
2. Tenant 1: Joao Nisa  
Address:  
Phone:  
Email: joao.je.nisa@gmail.com

(**the Tenant**)

## Agreed terms

### 1. Interpretation

The following definitions and rules of interpretation apply in this agreement.

#### 1.1 Definitions:

**Balcony:** means the balcony or ground floor terrace or patio garden (as applicable) immediately adjacent to and accessible directly from Property and the expression “Balconies” has a corresponding meaning.

**Building:** 20 Thames Road, E16 2ZG (A1)

**Common Parts:** means any part of the Building containing the Property and any land or premises which the Tenant is entitled under the terms of this Tenancy to use in common with the owner or occupiers of other dwellings (including the ground floor entrance hallways, entrance halls and associated doors, landings, lifts, fire escape staircase, and other internal communal areas including concierge area, courtyard, landscaped areas, gardens and external communal areas including the car park (if applicable), cycle store, bin store, Roof Terrace).

**Contents:** the furniture, furnishings and any other items set out in the Inventory and Schedule of Condition.

**Council:** London Borough of Newham.

**Deposit:** £2019.23

**Development:** Pontoon Reach.

**Energy Performance Certificate:** a certificate as defined in regulation 2(1) of the EPC Regulations.

**EPC Regulations:** Energy Performance of Buildings (England and Wales) Regulations 2012 (SI 2012/3118).

**First Rent Payment Date:** 2nd March 2023

**HA 1988:** Housing Act 1988.

**HA 2004:** Housing Act 2004.

**Heat Supply Agreement:** means an agreement for the supply of heat to the Property or a unit (as applicable) in a form to be agreed by the company appointed to perform district heating services and the Tenant.

**Insured Risks:** means fire, explosion, lightning, earthquake, storm, flood, bursting and overflowing of water tanks, apparatus or pipes, impact by aircraft and articles dropped from them, impact by vehicles, riot, civil commotion and any other risks against which the Landlord decides to insure from time to time and Insured Risk means any one of the Insured Risks.

**Interested Persons:** means process servers, enforcement officers, bailiffs, local authorities, utility providers, debt collectors and judgment creditors and their legal advisers or agents.

**Inventory and Schedule of Condition:** the list of Contents and description of the condition of the Property attached to this agreement and signed by the parties.

**Lawful Occupiers:** those persons listed in the Schedule 1.

**LTA 1985:** Landlord and Tenant Act 1985.

**Property:** Flat 41, 20 Thames Road, London, E13 2ZG of the Building, including the Balcony.

**Recommendation Report:** a report as defined in regulation 4 of the EPC Regulations.

**Rent:** £1750.00 per calendar month.

**Rent Payment Dates:** the 1st of the month.

**Roof Terrace:** means the roof terrace atop 20 Thames Road, London E16 2ZG.

**TDS:** tenancy deposit scheme, as defined in section 212(2) of the HA 2004.

**Tenancy:** the tenancy created under this agreement and any statutory periodic tenancy arising under section 5(2) of the Housing Act 1988 or any contractual periodic tenancy that arises after the Term has expired.

**Term:** a fixed term of 12 Months from and including 2<sup>nd</sup> of March 2023.

**Working Day:** any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.

1.2 Clause headings shall not affect the interpretation of this agreement.

1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors and permitted assigns.

1.4 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

1.5 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

1.6 A reference to a statute or statutory provision is a reference to it as amended, extended or re enacted from time to time.

1.7 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.

1.8 A reference to an agreement is a reference to this agreement.

1.9 A reference to **writing** or **written** includes email.

1.10 Any reference to the giving of consent by the Landlord requires the consent to be given in writing, signed by the Landlord.

1.11 Any obligation on a party not to do something includes an obligation not to allow that thing to be done and an obligation to use best endeavours to prevent that thing being done by another person.

1.12 References to clauses are to the clauses of this agreement.

1.13 A reference to the Landlord includes a reference to the person entitled to the immediate reversion to this Tenancy. A reference to the Tenant includes a reference to its successors in title and assigns.

1.14 Unless otherwise expressly provided, the **obligations and liabilities of the parties under this agreement are joint and several**. This means that where, for example, the Tenant is more than one person, they shall be liable for all sums due under the agreement, not just liable for a proportionate part.

1.15 The obligations of the Tenant arising by virtue of this agreement are owed to the Landlord. The obligations of the Landlord are owed to the Tenant.

## 2. Grant of the Tenancy

2.1 The Landlord lets the Property to the Tenant for the Term.

2.2 This agreement creates an assured shorthold tenancy under Part I of Chapter II of the HA 1988.

## 3. Contents

3.1 The Tenant shall keep the Contents in good and clean condition and shall return the Contents to the Landlord at the end of the Tenancy in the same state (except for fair wear and tear) as detailed on the Inventory and Schedule of Condition.

3.2 The Landlord and Tenant consent to the use of the Inventory and Schedule of Condition as evidence in any dispute arising in connection with the Deposit if the dispute is referred to an adjudicator according to the TDS in which the Deposit is held.

3.3 The Tenant is responsible for looking after the keys and any security device for the Property during the Tenancy. If the Tenant fails to do so, the Tenant is responsible for the reasonable costs and/or replacement fee properly incurred as a result.

#### **4. Rent**

4.1 The Tenant shall pay the first instalment of the Rent (an amount equal to one months' Rent) on or before the First Rent Payment Date. In the event the Tenancy commences on a date other than the first day of the month, the Tenant shall pay a pro-rated amount, in advance, on the First Rent Payment Date, based on the number of days of actual occupancy left in the month.

4.2 Following the First Rent Payment Date, the Tenant shall thereafter pay the Rent in advance on or before the Rent Payment Dates.

4.3 The Tenant shall be responsible for ensuring that the rent is paid in advance in accordance with this tenancy agreement regardless of whether they are entitled to Housing Benefit or Universal Credit assistance. The Tenant acknowledges that the Landlord and the housing benefit department and/or DWP may exchange information in relation to their occupation of the Property and the benefits and/or Universal Credit that the Tenant may be receiving or is entitled to (if applicable).

4.4 The Tenant shall pay interest at the rate of 3% per annum above the Bank of England's base rate on any rent lawfully due that is paid more than 14 days after the date on which it became due. The interest shall be payable from the date the rent should have been paid until the date the rent is actually paid.

4.5 The Tenant shall be in breach of this agreement if the Tenant fails to pay the Rent in accordance with this clause and the Landlord shall be entitled to use the statutory provisions contained in the HA 1988 or any other statutory remedies available to recover possession of the Property.

4.6 If the Property is damaged or destroyed by an Insured Risk so as to be unfit for occupation and use then, unless the damage or destruction was caused by the wilful actions, negligence or default of the Tenant, payment of the Rent shall be suspended until the Property is fit for occupation and use.

4.7 Subject to compliance with the requirements specified in clause 4.8, the Landlord may increase the rent on each review date by a maximum of the percentage change in the Consumer Prices Index over the preceding year plus 1% ("**CPI + 1%**"). This must be calculated by reference to the last index published before the date on which the Landlord serves the notice under clause 4.8 and the index published 12 months prior to that.

4.8 The requirements are that the Landlord must serve a rent review notice on the Tenant not less than twenty eight (28) days before the relevant review date specifying:

(a) the percentage by which the rent will increase on the relevant review date; and (b) the new rent payable from the relevant review date.

4.9 If the Landlord fails to comply with the requirements specified in clause 4.8, rent will continue to be payable from the relevant review date until the next review date at the rate payable immediately before the relevant review date.

4.10 In clause 4.7, references to "review date" means anniversary of the date of this agreement in each year of the Tenancy.

#### **5. Deposit**

5.1 The Landlord acknowledges receipt of the Deposit from the Tenant.

5.2 At the end of the Tenancy, the Landlord shall be entitled to withhold from the Deposit such proportion of the Deposit as may be reasonably necessary to:

- (a) make good any damage to the Property or the Contents (except for fair wear and tear) caused by the Tenant's failure to take reasonable care of the Property or Contents;
- (b) replace any of the Contents which may be missing from the Property;
- (c) pay any Rent which remains unpaid; and
- (d) pay for the Property and the Contents to be cleaned if the Tenant is in breach of its obligations under clause 3.1 or clause 9.1.

#### **6. TDS arrangements**

6.1 On behalf of and on the instructions of the Landlord, the Deposit is held and protected by The Tenancy Deposit Scheme of:

(a) West Wing, First Floor, The Maylands Building, 200 Maylands Avenue, Hemel Hempstead, Hertfordshire, HP2 7TG,

(b) 0300 037 1000,

(c) [info@tenancydepositscheme.com](mailto:info@tenancydepositscheme.com).

6.2 The Landlord has provided the information required under section 213(5) of the HA 2004 as set out in the Housing (Tenancy Deposits) (Prescribed Information) Order 2007 (*SI 2007/797*).

6.3 The Landlord agrees that the Deposit shall be held in accordance with the rules of the TDS.

6.4 The Landlord and Tenant agree that any interest accrued from the Deposit shall be paid to the Landlord, as defined in section 213(10) of the HA 2004.

6.5 The Landlord shall inform the Tenant within ten Working Days of the Tenancy ending if the Landlord intends to withhold all or part of the Deposit as detailed in clause 5.

## **7. Use of Property**

7.1 The Tenant shall:

- (a) only use the Property as a private dwelling house for the use of the Lawful Occupiers;
- (b) immediately notify the Landlord if the immigration status of any of the Lawful Occupiers changes from that recorded in the Schedule 1;
- (c) not permit anyone other than the Lawful Occupiers to occupy the Property without the prior written consent of the Landlord (such consent not to be unreasonably withheld or delayed);
- (d) be liable for any damage to the Property caused by the Lawful Occupiers; and (e) ensure any Lawful Occupiers exit the Property pursuant to clause 16.1.
- (f) Shall not smoke or allow any invited guests or visitors to smoke in any part of the property

7.2 The Tenant shall not use the Property for the purposes of conducting a business.

7.3 The Tenant shall use the Property as its only or principal home. If the Tenant does not use the Property in this way the tenancy will stop being an Assured Shorthold Tenancy and the Landlord can end the tenancy.

7.4 The Tenant shall not keep any pets or any other animals on or in the Property without the prior written consent of the Landlord (such consent not to be unreasonably withheld).

7.5 The Tenant shall not do anything to or on the Property that:

- (a) causes a nuisance, annoyance or damage to occupiers of neighbouring, adjoining or adjacent property, or the owners or occupiers of them;
- (b) involves using the Property for immoral or illegal purposes; or
- (c) has the effect of invalidating the insurance that the Landlord has taken out in accordance with clause 11.2. The Landlord shall provide the Tenant with a summary of the relevant insurance requirements.

7.6 The Tenant shall send the Landlord a copy of any notice or other communication affecting the Property within seven days of receipt and shall not take any action regarding such notices or communications without the prior consent of the Landlord.

7.7 The Tenant shall not commission an Energy Performance Certificate for the Property without the Landlord's consent.

7.8 The Tenant is entitled to use of the internal and external Common Parts (including the landscaped areas, gardens, car park, cycle store, refuse store) subject to the terms of this agreement and the Car Parking Licence (if applicable).

7.9 The Tenant is entitled to free access and use of the Roof Terrace only at the complete discretion of the Landlord. The Landlord shall send the Tenant a notice if such access is revoked or is to become subject to further conditions.

7.10 The Tenant has the right:

- (a) to pass to and from the public highway to the car park and the external Common Parts over any of the access ways or pathways near the Building for the purpose of access to and egress from the Property and for the purposes of reading any utility meters;

(b) at all reasonable times and for all reasonable purposes connected with the use and enjoyment of the Property in accordance with the terms of this Tenancy (but not for any other purpose) to pass to and from the external Common Parts and the Property or the car park and the Property over and through the internal Common Parts including the concierge area; and

(c) at all reasonable times and for all reasonable purposes connected with the use and enjoyment of the Roof Terrace by the Tenant in accordance with 7.11 (but not for any other purpose) to pass to and from the Property and the Roof Terrace over and through the accessways, passages, landings, lifts, fire escapes and staircases within the Common Parts.

7.11 The Tenant shall use the Roof Terrace for recreation purposes in a quiet and peaceful manner and in accordance with any reasonable regulations introduced by the Landlord from time to time.

## **8. Assignment or subletting**

8.1 The Tenant shall not assign, sublet, part with or share possession of the whole or any part of the Property without the prior written consent of the Landlord (such consent not to be unreasonably withheld).

8.2 It shall be a condition of any assignment that, at the Landlord's option, the assignee either (i) enters into a new Heat Supply Agreement in connection with the Property or (ii) enters into a novation of the current Heat Supply Agreement in connection with the Property.

## **9. Repairs and alterations**

9.1 The Tenant shall keep the interior of the Property clean, tidy and in the same condition as at the start of the Tenancy (except for fair wear and tear).

9.2 The Tenant shall take taking reasonable steps to keep the Property adequately ventilated and heated so as to prevent damage from condensation.

9.3 If the Property has a garden, the Tenant shall keep it clean and tidy, and free from rubbish. The Tenant shall not plant deep rooted plants in any garden forming part of the Property.

9.4 The Tenant must clean once a month (or more frequently as reasonably necessary) the following areas that can be safely accessed:

- (a) the interior surfaces of the glass in any windows or Balcony (as applicable) of the Property;
- (b) the exterior surfaces of the glass in any windows or Balcony (as applicable) of the Property; and
- (c) the external surfaces of the door leading to the Balcony (as applicable) of the Property.

9.5 The Tenant must take reasonable care of the Common Parts and keep unobstructed in accordance with the following (including but not limited to):

- (a) not obstruct corridors, staircases, lifts, fire doors or fire fighting equipment;
- (b) to place household refuse in allocated communal bins provided but to ensure that any large items of refuse e.g. furniture, electrical goods are not placed in the bin area. The Tenant is responsible for arranging collection of these items at their own expense or by taking them to the local refuse site;
- (c) not overload the structure of the Building;
- (d) not smoke or vape in communal areas;
- (e) barbecues and outdoor cooking and any other activity involving a naked flame are prohibited;
- (f) not to use or permit to be used such part or parts of the external Common Parts as are from time to time laid out as gardens other than for normal recreational purposes only and not for the playing of games of any description or any other sport or pastime which may annoy or inconvenience any other person or persons living in the Building;
- (g) bicycles, skates or skateboards should not be used or ridden at any time anywhere on the external Common Parts;
- (h) smoking is not permitted anywhere in the internal Common Parts.

9.6 The Tenant shall promptly replace and pay for all broken glass at the Property where the Tenant, or the Tenant's family or visitors cause the breakage.

9.7 The Tenant shall not throw any article from windows, landings, Balconies or corridors. The Tenant must keep Balconies in a neat and tidy condition throughout the Tenancy. The Tenant is not to store bicycles, scooters, prams,

rubbish, refuse containers or any other items on the Balconies.

9.8 The Tenant shall not:

- (a) dry or air wash or hang items out of windows (including window boxes) or in front of the Property; nor
- (b) fix window boxes or anything else outside or placed on or over any Balcony or patio rails.

9.9 The Tenant shall not cause any blockage to the drains, gutters and pipes of the Property. The Tenant shall take reasonable steps to prevent frost damage occurring to any pipes or other installations in the Property, provided the pipes and other installations were adequately insulated at the start of the Tenancy. This obligation does not require the Tenant to carry out any works or repairs for which the Landlord is liable under clause 11.5.

9.10 The Tenant shall not make any alteration, addition, or redecorate the Property without the Landlord's prior written consent, which must not be unreasonably withheld or delayed.

9.11 The Tenant must not:

- (a) keep in the Property any dangerous or inflammable goods or materials or substances in the Property or Common Parts or Leisure Premises apart from those required for normal residential purposes;
- (b) bring onto or keep at the Property anything that may compromise the safety of people in the Building;
- (c) overload any part of the Property or any plant, machinery, equipment or conducting media not exclusively serving the Property;
- (d) display or hang any window boxes, clothes washing, advertisement notices, aerials, satellite dishes or similar telecommunication apparatus from the Property; nor
- (e) use or permit to be used any barbeques or heated patio fitment at the Property.

9.12 The Tenant shall use the Roof Terrace for recreation purposes in quiet and peaceful manner and in accordance with any reasonable regulations introduced by the Landlord and/or their agent.

9.13 The Tenant must not and must procure that persons using and occupying the Property do not play music or use equipment or apparatus that produces sound that can be heard outside the Property.

9.14 The Tenant shall, where required, give the Landlord access for meter readings where centralised and in relation to any repairs relating to your heat interface unit and the related heating and hot water system.

9.15 The Tenant will be liable for the reasonable cost of repairs where the need for them is attributable to the Tenant's failure to comply with the obligations set out above in clause 9 or where the need for repair is attributable to the fault or negligence of the Tenant, any Lawful Occupier or any of the Tenant's visitors.

9.16 The Tenant must notify the Landlord as soon as reasonably possible about any repairs that are needed to the Property or to any items listed on the Inventory and Schedule of Condition for which the Landlord is responsible.

## **10. Utilities and outgoings**

10.1 The Tenant shall pay all charges for gas, electricity, water and sewerage services, telephone, cable or satellite television (if the Property has these) used by the Tenant at the Property.

10.2 The Tenant shall enter into the Heat Supply Agreement as at the date of commencement of the Term and shall pay all charges under the Heat Supply Agreement as required.

10.3 The Tenant shall comply with all laws and recommendations of the relevant suppliers relating to the use of those services and utilities.

10.4 Where the Tenant allows, either by default of payment or specific instruction, the utility or other services to be cut off, the Tenant shall pay the costs associated with reconnecting or resuming those services.

10.5 The Tenant shall pay for a television licence for the Property if a licence is required.

10.6 The Tenant shall pay the Council tax for the Property.

10.7 If any of the costs in this clause are payable in relation to the Property together with other property, the Tenant shall pay a fair proportion of all those costs.

## **11. Landlord's covenants**

11.1 The Landlord shall provide the Tenant with suitable means of access to and egress from the Property.



11.2 The Landlord shall insure the Property and Contents to their full value against loss or damage by the Insured Risks and shall provide a copy of the insurance cover to the Tenant if requested. The Landlord's insurance does not cover the Tenant's possessions. The Tenant is advised to insure the Tenant's own possessions with a reputable insurer.

11.3 The Landlord shall make good any damage caused by an Insured Risk, unless the damage was caused by the wilful actions, negligence or default of the Tenant.

11.4 The Landlord shall allow the Tenant quiet enjoyment of the Property without any interruption by the Landlord.

11.5 In accordance with section 11 of the LTA 1985, the Landlord shall:

- (a) keep in repair the structure and exterior of the Property (including drains, external pipes, gutters and external windows);
- (b) keep in repair and proper working order the installations in the Property for the supply of water, gas and electricity and for sanitation (including basins, sinks, baths and sanitary conveniences, but not other fixtures, fittings and appliances for making use of the supply of water, gas or electricity); and
- (c) keep in repair and proper working order the installations in the Property for space heating and heating water.

11.6 The Landlord shall not be required to:

- (a) carry out any works or repairs for which the Tenant is liable by virtue of this agreement; or
- (b) keep in repair or maintain anything which the Tenant is entitled to remove from the Property.

11.7 The Landlord shall keep in repair the cooker, washing machine, tumble dryer, fridge, freezer and dishwasher (if these appliances are at the Property and provided by the Landlord).

11.8 Prior to the start of the Tenancy, the Landlord has had the property's electrical installations inspected and tested by a qualified and competent person, completed any necessary remedial work and supplied a copy of the report from the person conducting the inspection and test to the Tenant before they occupied the premises, or the existing tenant within 28 days.

## **12. Empty Property**

12.1 The Tenant must not leave the Property unoccupied for more than 28 consecutive days without giving prior written notice to the Landlord.

12.2 The Tenant must take reasonable steps to ensure that the Property is secure whenever the Property is unoccupied.

## **13. Default by the Tenant**

13.1 The Landlord reserves the right to re-enter the Property if:

- (a) the Rent is unpaid 21 days after becoming payable whether it has been formally demanded or not;
- (b) the Tenant is declared bankrupt under the Insolvency Act 1986;
- (c) the Tenant has breached the agreement; or
- (d) any of the Grounds 2, 7 (in England only), 7A, 7B (in England only), 8, 10-15 and 17 set out in Schedule 2 of the HA 1988 apply.

This clause 13.1 does not affect any rights of the Tenant under the Protection from Eviction Act 1977. The Landlord cannot evict the Tenant without a court having first made an order for possession.

13.2 If the Landlord re-enters the Property pursuant to this clause, then the Tenancy shall immediately end. Any right or remedy of the Landlord in respect of any breach of the terms of this agreement by the Tenant shall remain in force.

13.3 If the Tenant breaches this agreement or fails to fulfil any of its obligations under this agreement, the Tenant shall pay any reasonable costs properly incurred by the Landlord in remedying such breaches or in connection with the enforcement of those obligations.

## **14. Landlord's right to enter the Property and to display signs**

14.1 The Landlord reserves the right for the Landlord, or any person acting on behalf of the Landlord, to enter the Property on giving at least 24 hours' prior notice in writing to the Tenant:

- (a) to inspect the condition and state of repair of the Property;
- (b) to carry out the Landlord's obligations under this agreement;
- (c) to carry out repairs or alterations to the next door premises;
- (d) to take gas, electricity or water meter readings;
- (e) to inspect the Property for the purpose of preparing an EPC and Recommendation Report for the Property or the Building of which it forms part and the Tenant shall co operate with the Landlord so far as is reasonably necessary to enable an EPC and Recommendation Report to be obtained;
- (f) for any purpose mentioned in this Tenancy or connected with the Landlord's interest in the Property or any other property; and
- (g) to show prospective tenants or purchasers around the Property.

14.2 The Landlord has the right to retain a set of keys to the Property which shall only be used with the prior consent of the Tenant (except in an emergency).

14.3 The Landlord reserves the right to display a "for sale" or "to let" sign on the Property in the last two months of the Tenancy.

## **15. Break of Tenancy**

15.1 Either party has the right to terminate the Tenancy at the date which is six (6) months from the Commencement Date of the Term (Break Date) by giving the other party not less than two (2) months' prior written notice. For the avoidance of doubt between the parties it is agreed that the notice period cannot expire any earlier than the Break Date and must expire on the break Date (being the day before the seventh Rent Payment Date). At the Break Date, the Tenancy shall end and all obligations and responsibilities shall cease; subject nevertheless to any claim by either party against the other in respect of any breach of any of the terms and conditions of this agreement.

15.2 If the Tenant shall determine the Tenancy hereby created pursuant to the provisions of clause 15.1 above, the Tenant shall on demand pay to the Landlord a proportion of the legal costs and or lettings agents fees incurred by the Landlord in connection with the creation of the letting such proportion to be a calculation based on the ratio that the unexpired term of the Tenancy bears to the length of the period from the commencement of the Term to the date at which the notice of determination takes effect.

## **16. Expiry of the Tenancy**

16.1 At the end of this Tenancy (howsoever determined), the Tenant shall return the Property and the Contents to the Landlord in the condition required by this agreement.

16.2 If the Landlord allows the Tenant to remain in the Property after the Term has expired then the Tenancy shall continue as a contractual periodic tenancy on a monthly basis. To end the periodic tenancy, the Tenant shall give the Landlord at least one month's notice in writing. The notice must end on the day before the rent is due.

16.3 The Landlord has the right to recover possession of the Property if:

- (a) the Term has expired; or
- (b) the Landlord has given two months' notice to the Tenant of the Landlord's intention to recover possession of the Property; and
- (c) at least six months have passed since the date of this agreement.

16.4 The Tenant shall provide the Landlord (or its legal advisers or agents) with a forwarding address once the Tenancy has come to an end which the Landlord or its legal advisers or agents can provide to the Interested Persons PROVIDED ALWAYS THAT the Landlord (and its legal advisers and agents) agree not to provide details of the Tenant's forwarding address unless they are satisfied, acting reasonably and properly, that the person requiring the address is a duly authorised official or employee of the organisation in question and has supplied written evidence of their authority.

16.5 The Tenant shall remove all personal possessions from the Property once the Tenancy has ended. If any of the Tenant's personal possessions are left at the Property after the Tenancy has ended. The Landlord shall remove and store the possessions for a maximum of one month. The Landlord shall take reasonable steps to notify the Tenant at the last known address. If the items are not collected within one month, the Landlord may dispose of the items.

16.6 At the end of the Tenancy, the Tenant must give vacant possession and return the keys to the Property, and any other security devices, to the Landlord.

## 17. Notices

17.1 Any notice to the Landlord sent under or in connection with this agreement shall be deemed to have been properly served if:

- (a) sent by first class post to the Landlord's address given in clause 17.4;
- (b) left at the Landlord's address given in clause 17.4; or
- (c) sent to the Landlord's email address given in clause 16.5.

17.2 Any notice sent to the Tenant under or in connection with this agreement shall be deemed to have been properly served if:

- (a) sent by first class post to the Property;
- (b) left at the Property; or
- (c) sent to the Tenant's email address stated in the Parties clause.

17.3 If a notice is given in accordance with clause 17.1 or clause 17.2, it shall be deemed to have been received:

- (a) if delivered by hand, at the time the notice is left at the proper address;
- (b) if sent by first-class post, on the second Working Day after posting; or
- (c) if sent by email, at 9.00 am on the next Working Day after sending.

17.4 The Landlord's address for service of notices for the purposes of Section 48 of the Landlord and Tenant Act 1987 is Pinnacle Housing Limited as agent on behalf of (1) PREC LONRES PROPCO S.À R.L., Pinnacle Group Ltd, 8Th Floor, Holborn Tower, London, WC1V 6PL.

17.5 The Landlord's email address is [pontoonwesternwing@pinnaclegroup.co.uk](mailto:pontoonwesternwing@pinnaclegroup.co.uk)

17.6 The Landlord and/or Landlord's agent may change their address for service of notices by giving notice of their new address to the Tenant.

## 18. Car Free Development

18.1 The Tenant shall not and shall not knowingly permit any resident or underlessee at any time to apply or obtain or purchase from the Council a residents' parking permit for a residents' parking bay within a controlled parking zone within the London Borough of Newham or to buy a contract to park a motor vehicle in any car park owned controlled or licensed by the Council unless the resident or underlessee is or becomes entitled to be a holder of a disabled person's badge issued pursuant to the section 21 of the Chronically Sick and Disabled Persons Act 1970.

18.2 The Tenant shall not park any vehicle other than a currently taxed and adequately insured private motor vehicle or motorcycle on the Landlord's property and such parking must be within designated parking areas and in accordance with the terms of the Car Parking Licence (if applicable). If a particular parking space has been allocated to the Tenant then the Tenant is not permitted to park anywhere other than their allocated parking space.

18.3 Vehicles are parked entirely at the owner's risk and the Landlord does not accept liability for any damage caused to the vehicle, or by the vehicle to property or persons.

18.4 The Tenant shall not park or store caravans, trailers, boats or mobile homes on Landlord land; not to park such vehicles where it is likely they will cause a nuisance or annoyance.

18.5 The Tenant agrees that the Landlord shall be entitled to remove from the Landlord's property and/or dispose of any vehicle belonging to the Tenant which in the Landlord's opinion is unroadworthy and/or unsafe and/or is not taxed or any vehicle parked in breach of this Tenancy Agreement and the Landlord shall be entitled to recover the costs of such removal from the Tenant.

18.6 The Tenant may participate in the car club scheme at the Development.

## 19. Governing law and jurisdiction

19.1 This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

19.2 The courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement. This agreement has been entered into on the date stated at the beginning of it.

**20. Special Conditions**

**Signed by the Landlord's Agent:**

.....

**Signed by the Tenant(s):**

**Joao Nisa**

.....

# TDS CUSTODIAL

## Prescribed Information for Assured Shorthold Tenancies

Under the Housing Act 2004, the Agent is required to give the following information to the tenant and anyone who paid the deposit on the Tenant's behalf (a Relevant Person) within 30 days of receiving the deposit.

To: **Joao Nisa**

The scheme administrator of TDS Custodial is:

The Dispute Service Limited  
West Wing  
First Floor  
The Maylands Building  
200 Maylands Avenue  
Hemel Hempstead  
HP2 7TG

Phone 0300 037 1001  
Email [info@tenancydepositscheme.com](mailto:info@tenancydepositscheme.com)  
Fax 01442 253193  
Web: [custodial.tenancydepositscheme.com](http://custodial.tenancydepositscheme.com)

### 1. THE DEPOSIT

The amount of the deposit paid is £2019.23

### 2. ADDRESS OF THE PROPERTY TO WHICH THE TENANCY RELATES

Flat 41, 20 Thames Road, London, E13 2ZG

### 3. DETAILS OF THE LANDLORD'S AGENT

Name: Pinnacle Pontoon Western Wing  
Address: Pinnacle Group Ltd, 8Th Floor, Holborn Tower, London, WC1V 6PL  
Phone: 02037939888

### 4. DETAILS OF THE LANDLORD(S)

Name: PREC LONRES PROPCO S.À R.L., a private limited liability company (société a responsabilité limitée) incorporated and existing under the laws of the Grand Duchy of Luxembourg, having its registered office at 15, Boulevard F.W. Raiffeisen, L-2411 Luxembourg  
Address: 8th Floor Holborn tower, 13-144 High Holborn, London, WC1V 6PL

### 5. DETAILS OF THE TENANT(S)

Name: Joao Nisa  
Address:  
Phone:  
Email: [joao.je.nisa@gmail.com](mailto:joao.je.nisa@gmail.com)  
Post Tenancy Address: Flat 41, 20 Thames Road, London, E13 2ZG  
Post Tenancy Phone:  
Post Tenancy Email: [joao.je.nisa@gmail.com](mailto:joao.je.nisa@gmail.com)

### 6. RELEVANT PERSON'S CONTACT DETAILS

If there is a relevant person (i.e. anyone who has arranged to pay the deposit on the tenant's behalf) the details requested in (iv) must be provided for them, as part of the Prescribed Information.

For this Tenancy there is no Relevant Person

### 7. CIRCUMSTANCES WHEN THE DEPOSIT MAY BE RETAINED BY THE LANDLORD

The circumstances when all or part of the deposit may be retained by the Landlord(s) by reference to the terms of the tenancy are set out in clause(s) 5 of the tenancy agreement. No deduction can be paid from the deposit until the parties to the tenancy agreement have agreed the deduction, or an award has been made by TDS Custodial or by the court.

## CONFIRMATION

The Agent certifies and confirms that:

- the information provided is accurate to the best of my/our knowledge and belief and
- I/we have given the tenant the opportunity to sign this document by way of confirmation that the information is accurate to the best of the tenant's knowledge and belief.

**Signed by the Landlord's Agent:**

.....

The Tenant confirms that:

- I/we have been given the opportunity to read the information provided and
- I/we sign this document to confirm that the information is accurate to the best of my/our knowledge and belief.

**Signed by the Tenant(s):**

**Joao Nisa**

.....

Responsibility for serving complete and correct Prescribed Information on each tenant and relevant person is the responsibility of the member and the landlord. The Dispute Service Limited does not accept any liability for a member's or landlord's failure to comply with The Housing Act 2004 and/or The Housing (Tenancy Deposits) (Prescribed Information) Order 2007.

## Appendix. Payment Schedule

### Full Tenancy

<b>Rent on Signing</b>	£1750.00
1 Apr 2023	£1750.00
1 May 2023	£1750.00
1 Jun 2023	£1750.00
1 Jul 2023	£1750.00
1 Aug 2023	£1750.00
1 Sep 2023	£1750.00
1 Oct 2023	£1750.00
1 Nov 2023	£1750.00
1 Dec 2023	£1750.00
1 Jan 2024	£1750.00
1 Feb 2024	£1750.00
<b>Total</b>	<b>£21000.00</b>

# Supporting Documents Checklist

I confirm I have received the following documents:

- Tenancy Agreement
- Department for Communities and Local Government How to Rent guide
- How to rent - The checklist for renting in England - Easy Read version
- How to Rent a Safe Home - A guide for current and prospective tenants in England
- Energy Performance Certificate for: Flat 41, 20 Thames Road, London, E13 2ZG
- Electrical Installation Condition Report for: Flat 41, 20 Thames Road, London, E13 2ZG
- Payment Schedule in respect of amounts due from me
- TDS Prescribed Information
- TDS Terms & Conditions

These documents are attached to the emails that I have received from Pinnacle Pontoon Western Wing in conjunction with this tenancy application.

**Signed by the Tenant(s):**

**Joao Nisa**

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