

# AGREEMENT FOR AN ASSURED SHORTHOLD TENANCY

## IMPORTANT NOTICE

This document contains the Terms of the Tenancy of 4 The Covert, Northwood, Middlesex, HA6 2UD. It sets out the promises made by the Tenant to the Landlord and vice versa.

**You should read this document carefully and thoroughly.** You should also ask to be shown copies of any document referred to in this Agreement. Once signed and dated this Agreement will be legally binding and may be enforced by a court. Make sure that it does not contain Terms that you do not agree with and that it does contain everything you want to form part of the Agreement such as terms that have been specifically discussed.

If you are in any doubt about the content or effect of this Agreement, we recommend that you seek independent legal advice from a solicitor or a Citizens Advice Bureau or you can visit [www.direct.gov.uk](http://www.direct.gov.uk) before signing.

**Both parties are strongly advised to obtain confirmation in writing when the Landlord or the Landlord's Agent gives the Tenant consent to carry out any action under this Agreement**

## ASSURED SHORTHOLD TENANCY AGREEMENT

'Particulars page'

DATE:

Signed with Agreement Express	D916D737-07A7-0DEB-148C-8157F6F71E33 Emma Crumplin 16-Sep-16
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**PARTIES:**

**"The Landlord":** Bernard Conor Byrne and Sarah Louise Byrne

**Of Address:** 4 The Covert, Northwood, Middlesex, HA6 2UD

**"The Tenant":** Stephanie Anne Aston, Rajendra Sakaria, Neel Sakaria, Mary Elizabeth Aston

**Of Address:** Canberra, Valency Drive, Northwood, Middlesex, HA6 3BF

**PREMISES:** 4 The Covert, Northwood, Middlesex, HA6 2UD

**PARKING:** Off-street Parking, Garage

**OUTSIDE SPACE:** Garden

**TERM:**

**From and including:** 19<sup>th</sup> September 2016

**To and including:** 18<sup>th</sup> September 2019

**BREAK CLAUSE:** As described in the addendum

**RENT:** £5,250.00 (five thousand, two hundred and fifty pounds and zero pence) per calendar month and for the avoidance of doubt the payment period of this tenancy is monthly.

**PAYABLE:** Monthly in advance in the sum of £5,250.00 (five thousand, two hundred and fifty pounds and zero pence). The first payment shall be made so as to be cleared funds on or before the 19th day of September 2016. Thereafter payments shall be made so as to be cleared funds on the 19<sup>th</sup> day of each payment period.

**DEPOSIT:** The Deposit of £7,269.23 (seven thousand, two hundred and sixty-nine pounds and twenty-three pence) is paid by the Tenant to the Agent to be held by Savills as stakeholder. Savills is a member of the Tenancy Deposit Scheme.

**PERMITTED OCCUPIER (if any):** Vijayalaxmi Sakaria

**LANDLORDS AGENT:** Savills (UK) Limited of 11 Church Street, Rickmansworth, Hertfordshire, WD3 1BX ("Savills")

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2

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4 The Covert, Northwood, Middlesex, HA6 2UD

Signed with Agreement Express	0E828EAF-A4D5-DAF9-028B-04408A92BFD3 stephanie aston 16-Sep-16
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Signed with Agreement Express	0E828EAF-A4D5-DAF9-028B-04408A92BFD3 neel sakaria 14-Sep-16
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## 1. Definitions

- 1.1. "Fixtures and Fittings" include reference to the fixtures, fittings, furniture, effects, floor, ceiling or wall coverings, and equipment and appliances belonging to the Landlord.
- 1.2. "Guarantor" is the person responsible for discharging the Tenant's obligations if the Tenant defaults whether the Landlord elects to pursue the Tenant or not.
- 1.3. "Inventory and Schedule of Condition" is the document drawn up prior to the commencement of the Tenancy by the Landlord or Inventory Clerk which shall record the condition of the Premises and the Fixtures & Fittings in the Premises, including all matters specified in the Inventory and Schedule of Condition, which will be given to the Tenant at the start of the Tenancy after the Check-In Report has been prepared.
- 1.4. The expression "Landlord(s)" shall include any person owning an interest in the Premises, whether freehold or leasehold, entitling them to possession of it upon the termination or expiry of the Tenancy and anyone who later owns the Premises and the expression "the Tenant" includes anyone entitled to possession of the Premises under this Agreement.
- 1.5. "The Landlord's Agent" is Savills (UK) Limited or any other Landlord's Agent appointed by the Landlord from time to time to manage the Premises.
- 1.6. The "Policy" means the Landlord's buildings and insurance policies and certificates of insurance.
- 1.7. "The Premises" will include any part or parts of the building, boundaries, fences, garden and outbuildings belonging to the Landlord; unless they have been specifically excluded from the Tenancy. When the Premises are part of a larger building the Premises include the reasonable use of common access ways and facilities.
- 1.8. "Professional Standard" is a high standard of cleanliness which would be expected from a competent cleaning contractor.
- 1.9. "Stakeholder" means that the Landlord's Agent holds the deposit as an independent third party on the terms set out in clause 5 of this Tenancy Agreement.
- 1.10. "Superior Landlord" means the person (if any) who owns the interest in the Premises which gives him the right to possession of the Premises at the end of the Landlord's lease of the Premises.
- 1.11. Where more than one person comprise "the Tenant" or "the Guarantor" (if any), they will each be responsible for complying with the Tenant's and/or the Guarantor's obligations under this Agreement both individually and together. The Landlord may seek to enforce these obligations, including payment of Rent, and claim damages against any one or more of those individuals.
- 1.12. References to "the Term" or "the Tenancy" include any extension or continuation of the Tenancy, or any statutory periodic Tenancy arising after the expiry of the original Term or other period of holding over.
- 1.13. Reference in this Agreement to "water charges" includes references to sewerage and environmental service charges.
- 1.14. The "Deposit" is a payment made by the Tenant held by the Landlord's Agent for the duration of the Tenancy in accordance with clause 5.

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- 1.15. "ICE" means the Independent Case Examiner who will deal with the return of the Deposit where there is a dispute at the end of the Tenancy which is referred to TDS.
- 1.16. "Member" means the Agent is a Member of the Tenancy Deposit Scheme.
- 1.17. The "Lead Tenant" is the person that acts on behalf of all Tenants (where there are multiple Tenants), jointly and SEVERALLY when dealing with the Deposit on the terms set out in clause 5 of this Tenancy Agreement. All the Tenants agree to the appointment of the Lead Tenant. If no Lead Tenant is specified then the first or only named Tenant ON THE TENANCY AGREEMENT PARTICULARS PAGE shall be the Lead Tenant.

## The Main Terms of the Tenancy

### 2. Premises and the period of Tenancy

- 2.1. The Landlord lets to the Tenant the Premises for the Term for the tenancy period specified on the Particulars Page and at the rent stated.

### 3. Fixtures and Fittings

- 3.1. The Tenancy shall include the Fixtures and Fittings in the Premises including all items specified in the Inventory and Schedule of Condition.

### 4. The Rent

- 4.1. The Tenant shall pay to the Landlord or the Landlord's Agent the rent specified on the Particulars Page ("the Rent") monthly in advance by banker's standing order (if required) and whether legally demanded or not. The first payment shall be made so as to be received by the Landlord's Agent as cleared funds on the 19th day of September 2016. Thereafter, payments shall be made so as to be cleared funds on the 19<sup>th</sup> day of each payment period. Rent shall be paid by the Tenant to Bank: Barclays, Sort Code: 20-79-25, Account Number: 13235653, Account Name: Savills (UK) Ltd Client Account.
- 4.2. Acceptance by the Landlord or the Landlord's Agent of any payment or other consideration in connection with the Premises from any other person other than the Tenant named in this Agreement shall be strictly on the basis that such payments are made for and on behalf of the Tenant only and shall not be taken or deemed to imply that the payer or drawer is recognised under this Agreement as having any rights to a Tenancy or to any rights of occupation of the Premises even if the said payer or drawer is a named occupier.
- 4.3. It is agreed that if notwithstanding the signing of this Agreement any monies due should be unpaid the Tenant shall not be entitled to take occupation – and that if within 5 working days hereof such or any monies shall remain unpaid then the Landlord may by immediate written notice rescind this Agreement without liability.

### 5. The Deposit

- 5.1. The Tenant shall pay the Deposit specified on the Particulars Page ("the Deposit") to the Landlord's Agent in advance in cleared funds on or before the 19th day of September 2016 which the Landlord's Agent will hold as stakeholders, upon the terms of this Tenancy.
- 5.2. The Deposit will be held in an instant access account named Savills (UK) Limited Client Account Re Tenant Deposits at Barclays Bank plc, PO Box 612, Ocean Way, Southampton,

SO14 2ZP. Any interest earned on this account will be retained by the Landlord's Agent and used to cover the Landlord's Agent's administration costs.

**5.3. The Deposit has been taken for the following purposes:-**

- 5.3.1. Any damage, or compensation for damage, to the Premises its Fixtures and Fittings or for missing items for which the Tenant may be liable, subject to an apportionment or allowance for fair wear and tear, the age and condition of each and any such item at the commencement of the Tenancy, insured risks and repairs that are the responsibility of the Landlord.
- 5.3.2. The reasonable costs incurred in compensating the Landlord for, or for rectifying or remedying any major breach by the Tenant of the Tenant's obligations under the Tenancy Agreement, including those relating to the cleaning of the Premises, its Fixtures and Fittings.
- 5.3.3. Any unpaid accounts for utilities or water charges or environmental services or other similar services or council tax incurred at the Premises for which the Tenant is liable.
- 5.3.4. Any rent or other money due or payable by the Tenant under the Tenancy Agreement of which the Tenant has been made aware and which remains unpaid after the end of the Tenancy.

**5.4. At the end of the Tenancy:-**

- 5.4.1. The Landlord or Landlord's Agent must tell the Lead Tenant within a reasonable time (our aim is 10 working days) of the end of the Tenancy if they propose to make any deductions from the Deposit. Should the Landlord or the Lead Tenant not provide the Landlord's Agent with either their agreement to the proposed deductions presented to them or their intention to dispute any of the proposed deductions within 21 days after the date the dilapidations schedule is provided to them, Savills will proceed in accordance with the check out report and the suggested deductions or release the deposit in full. Should there be any maintenance or other issues during the tenancy this cannot be offset against the Deposit.
- 5.4.2. If there is no dispute the Landlord or Landlord's Agent will keep or repay the Deposit to the Lead Tenant, according to the agreed deductions and the conditions of the Tenancy Agreement. Payment of the Deposit or any balance of it will be made within a reasonable time (our aim is 10 working days) of the Landlord and the Lead Tenant agreeing the allocation of the Deposit.
- 5.4.3. The Lead Tenant should try to inform the Landlord or Landlord's Agent in writing if the Lead Tenant intends to dispute any of the deductions regarded by the Landlord or the Landlord's Agent as due from the Deposit within 20 working days after the termination or earlier ending of the Tenancy and the Tenant vacating the Premises. The Independent Case Examiner ("ICE") may regard failure to comply with the time limit as a breach of the rules of TDS and if the ICE is later asked to resolve any dispute may refuse to adjudicate in the matter.
- 5.4.4. If, after 10 working days following notification of a dispute to the Landlord or Landlord's Agent, and reasonable attempts having been made in that time to resolve any differences of opinion, there remains an unresolved dispute between the Landlord and the Lead Tenant over the allocation of the Deposit, the dispute will (subject to the next sub-clause below) be submitted to the ICE for adjudication. All parties agree to co-operate with the adjudication.
- 5.4.5. There being multiple tenants, each of them agrees with the other(s) that the Lead Tenant may consent on behalf of all the others to use the alternative dispute resolution through a

tenancy deposit protection scheme to deal with any dispute about the Deposit at the end of the Tenancy.

5.4.6. The statutory rights of the Landlord and the Lead Tenant to take legal action through the County Court remain unaffected by these provisions.

5.4.7. The Tenants agree to inform the Landlord and Landlord's Agent in writing of their decision to appoint a new Lead Tenant and to provide the name of the new Lead Tenant.

## **6. Type of Tenancy**

6.1. This Agreement is intended to create an Assured Shorthold Tenancy as defined by section 19A of the Housing Act 1988 and shall take effect subject to the provisions for the recovery of possession set out in section 21 of that Act.

## **7. General**

7.1. Any obligation upon the Tenant under this Agreement to do or not to do anything shall also require the Tenant not to permit or allow any licensee or visitor to do or not to do that thing.

7.2. Where the Tenant is more than one person all obligations of the Tenant are joint and individual.

### **THE TENANT FURTHER AGREES WITH THE LANDLORD as follows:**

## **8. Energy Performance Certificate**

8.1. That the Tenant has been given and has received, prior to agreeing to the Tenancy, a valid Energy Performance Certificate relating to the Premises, if applicable.

## **9. Late Payment of Rent**

9.1. To pay interest on any payment of Rent not made as set out in clause 4 of this Agreement. Interest shall be payable from the date on which the Rent was due until the date on which the Rent is actually paid at the rate of 4% per year above the Base Rate of Barclays Bank plc.

9.2. The Tenant shall not be entitled to withhold the payment of any instalment of Rent or any other monies payable under this Agreement on the ground that the Landlord's Agent holds the Deposit or any part of it.

## **10. Utilities**

10.1. To notify each supplier of gas, electricity, water, other fuels and telecommunications or other suppliers of services to the Premises that this Tenancy has started.

10.2. To apply to such suppliers to put the accounts to provide the services into the name of the Tenant.

10.3. Not to tamper, interfere with, alter, or add to the gas water or electrical installations or meters in, or for the use of, the Premises.

10.4. Not to install a pre-payment meter without the consent of the Landlord or the Landlord's Agent.

- 10.5. To pay for all gas, electricity, oil fuel and water and other services which are supplied or used in the Premises during the Tenancy.
- 10.6. To pay for all charges made for the use of the telephone or broadband on the Premises during the Tenancy.
- 10.7. To inform the Landlord or the Landlord's Agent of any change to the supplier of the utilities to the Premises and provide the name and address of the new supplier to the Landlord or the Landlord's Agent at the termination of the Tenancy.
- 10.8. To pay for any transfer and reconnection costs to return the supplier to the original utility provider at the termination of the Tenancy.
- 10.9. Not to request the telephone provider to change the telephone number without the prior consent of the Landlord or the Landlord's Agent, which will not be unreasonably withheld.
- 10.10. Not to cause the disconnection of the telephone or any of the other utility services connected to the Premises.
- 10.11. To pay to the Landlord all costs incurred in reconnecting any utility service, including any arrears, if the supply of water, gas, electricity or telecommunications to the Premises is disconnected because of the non payment by the Tenant of the whole or any part of the charge relating to them or as a result of any other act or error on the part of the Tenant.
- 10.12. To pay for the licence fee or charges for the supply of any television set, cable television or satellite television in the Premises.
- 10.13. To arrange for the reading of the gas, electricity and water meter and notify each supplier of gas, electricity, water, other fuels and telecommunications or other suppliers of services to the Premises that this Tenancy has ended and with the meter reading taken, if applicable, at the end of the Tenancy.
- 10.14. To pay all outstanding accounts with the utility service providers at the end of the Tenancy.
- 10.15. To pay the council tax, or to repay to the Landlord, when asked, any council tax accruing during the Tenancy and paid by the Landlord.
- 10.16. The Tenant consents to the Landlord or the Landlords Agent providing all reasonably required information relating to the Tenants to the water provider as required under the Water Industry Act 1991 and the Flood and Water Management Act 2010.

## **11. Further Costs to be paid by the Tenant**

- 11.1. To pay to the Landlord or the Landlord's Agent all reasonable costs and expenses incurred by the Landlord or the Landlord's Agent or other professional advisors, including any costs awarded by a Court, in obtaining or enforcing:
  - 11.1.1. The recovery from the Tenant of any Rent or any other money which is in arrears; or the obtaining of possession of the Premises or relating to any other breach by the Tenant of their obligations as set out in this Agreement.
  - 11.1.2. The service of any notice relating to the breach of any of the Tenant's obligations under this Agreement.

The Tenant further agrees:

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16-Sep-16

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Mary Aston  
16-Sep-16

Signed with Agreement Express 0E828EAF-A4D5-DAF9-028B-04408A92BFD3  
rajendra sakaria  
14-Sep-16



- 11.2. To pay to the Landlord's Agent an administration fee of £30.00 inclusive of VAT should any Rent be more than 14 days late and the Landlord's Agent is required to chase this payment.
- 11.3. To pay the administration costs of the Landlord's Agent of £30.00 inclusive of VAT should the Standing Order of the Tenant not be paid or is recalled.
- 11.4. To pay the additional administration costs of the Landlord's Agent of £60.00 inclusive of VAT if the Tenant alters the mutually agreed time of the "check in" or "check out" at the end of the Tenancy provided that if either the Tenant or his Agent does not attend a second appointment a check out report will be prepared by the Inventory Clerk at that time.
- 11.5. To pay the reasonable cost of any bank or other charges incurred by the Landlord or the Landlord's Agent if any cheque written by the Tenant is dishonoured or if the Tenant's bankers withdraw any standing order payments.
- 11.6. To pay a reasonable sum for the "check out" of the Inventory and Schedule of Condition at the end of the Tenancy, which may be deducted from the Deposit.
- 11.7. To pay £246.00 inclusive of VAT towards the costs of preparation of this Agreement.
- 11.8. To pay the additional "check out" costs of the Inventory Clerk and the Landlord's Agent caused by any default of the Tenant occasioning a further "check out" visit.
- 11.9. To pay £120.00 inclusive of VAT towards the administration costs for each and every extension of the Tenancy.
- 11.10. To pay a fee of £60.00 inclusive of VAT to the Landlords Agent for rectifying or remedying any breach by the Tenant of the Tenant's obligations under the Tenancy Agreement, including those relating to the cleaning of the Premises, its Fixtures and Fittings, replacing any items damaged or broken and reinstating any Fixtures and Fittings to its original position as reflected in the check in inventory.
- 11.11. In the event that the Tenant cancels a mutually agreed visit by one of the Landlord Agents property management team by giving less than 48 hours notice of cancellation, or if the property manager is unable to gain access to the Premises upon a mutually agreed appointment then to pay to the Landlord or the Landlord's Agent a cancellation fee of £120.00 (including VAT) plus travelling expenses of 40p per mile travelled by the property inspector to such abortive visit.
- 11.12. Stamp Duty Land Tax is payable to the HMRC if your tenancy term is less than seven years and the calculated net present value (NPV) of the rent paid is over £125,000.00 or if a premium is paid. The figure used is a cumulative figure meaning it might be two or three years into your tenancy that you might be liable to pay this tax. The first £125,000.00 rental paid is exempt and tax is only liable on any rental paid over this amount. HM Revenue & Customs have a NPV calculator on its website [www.hmrc.gov.uk/tools/sdlt/leases.htm](http://www.hmrc.gov.uk/tools/sdlt/leases.htm) and the Association of Residential Lettings Agents (ARLA) also have a basic calculator on its website ([www.arla.co.uk](http://www.arla.co.uk)). You will need to notify the HMRC of your tenancy should you be liable to pay SDLT or if you have any queries on the payment of this tax.

## 12. The Condition of the Premises: Repair, Maintenance etc. of Premises, Appliances

- 12.1. To keep the interior and decoration of the Premises including any Fixtures and Fittings in the same condition throughout the Tenancy as stated in the Inventory and Schedule of Condition although the Tenant is not responsible for:

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rajendra sakaria  
14-Sep-16



- the installations which the Landlord has a legal duty to repair;
  - fair wear and tear;
  - damage paid by the Landlord's insurance policy;
  - fire damage unless it was caused by the negligence of the Tenant, the Permitted Occupier(s) or the Tenant's visitors.
- 12.2. To keep the Premises and the Fixtures and Fittings in a reasonable, clean and tidy condition.
- 12.3. To inform the Landlord, or the Landlord's Agent, in writing as soon as reasonably practicable of any repairs or other matters falling within the Landlord's obligations to repair the Premises.
- 12.4. To keep all smoke alarms and carbon monoxide alarms in the same good working order as at the start of the Tenancy, to include testing all alarms regularly and replacing batteries when necessary.
- 12.5. To replace promptly all broken glass with the same quality glass, where the breakage was due to the negligence of the Tenant or the Tenant's visitors.
- 12.6. To take all reasonable precautions to prevent damage occurring to any pipes or other installation in the Premises that may be caused by frost, provided the pipes and other installations were adequately insulated at the start of the Tenancy.
- 12.7. To replace (when failed) all electric light bulbs, fluorescent tubes and fuses.
- 12.8. To take all reasonable precautions to prevent condensation by keeping the Premises adequately cleaned, ventilated and heated.
- 12.9. To take all reasonable precautions to prevent infestation of the Premises and to pay for the eradication of any infestation caused by the Tenant or the Tenant's visitors.
- 12.10. To ensure that the water softener, if applicable, is operational throughout the Tenancy and to provide and fill the water softener with salt as and when necessary as specified in the written instructions.
- 12.11. To pay to the Landlord the cost of any repairs to any appliance or equipment which is part of the Fixtures and Fittings resulting from such misuse or negligence of the Tenant. The Tenant shall promptly notify the Landlord or the Landlord's Agents of any such breakdown and not employ a contractor to replace same without prior authorisation except in an emergency.
- 12.12. At the commencement of the Tenancy, for bathrooms that are not in regular use, or upon returning from leaving the Premises vacant for periods of 14 days or more, the Tenants shall allow all hot and cold water outlets to run freely for not less than 5 minutes in order to purge the water system of any stale water before using or consuming water there from. Further the Tenant agrees to regularly flush through and clean any shower heads within the Premises to avoid any possible water bacteria problems such as Legionella. Please visit Health and Safety Executive for further information <http://www.hse.gov.uk/>.
- 12.13. To ensure the temperature setting on the boiler remains set between 50 and 60°C for combination-boilers / 60 - 63°C if more than 15 lit re capacity and it must not be adjusted.

- 12.14. Take all reasonable precautions to ensure children are supervised when they use the hot water taps in the Premises. Not to adjust or remove any Thermostatic Mixing Valve (TMV's) provided.
- 12.15. To ensure that the dehumidifier, if applicable, is emptied as specified in the manufacturers written instructions. Do not leave any clothing or soft furnishing on or near this equipment.

### 13. Landlord's Insurance

- 13.1. Not to intentionally do anything and to take reasonable precautions to prevent anything being done that leads to the policy of insurance on the Premises, or Fixtures & Fittings not covering the losses that would otherwise be covered by the policy, provided a copy of the policy of Insurance has been given or shown to the Tenant at the start of the Tenancy.
- 13.2. To pay to the Landlord all reasonable sums, paid by the Landlord as increased insurance premium or necessary expenses incurred as a result of a failure by the Tenant to comply with clause 13.1 of this Agreement, provided a copy of the policy was given to the Tenant at the beginning of the Tenancy.
- 13.3. To promptly inform the Landlord or his Agent of any loss or damage to the Premises or Fixtures and Fittings, within a reasonable time of the damage coming to the attention of the Tenant.

**Note the Tenant is hereby notified that the Landlord's insurance cover does not extend to any of the Tenant's belongings and they are therefore strongly advised to insure their belongings with a reputable insurer.**

### 14. The Right to Rent

- 14.1. The Tenant warrants they have disclosed to the Landlord and the Landlords Agent all adult occupiers who shall occupy the Premises as their only or main home.
- 14.2. The Landlord and Tenant agree that all adult occupiers who shall occupy the Premises as their only or main home shall be named on this Agreement.
- 14.3. If the Tenant breaches this clause then the Tenant agrees to reimburse the Landlord and or the Landlords Agent any loss suffered, including but not limited to any penalty or fine imposed by the Home Office.
- 14.4. It is a condition of the Agreement that all adult occupiers have a valid Right to Rent in the UK in accordance with the provisions of the Immigration Act 2014 and other immigration laws.
- 14.5. For the avoidance of doubt occupiers are those aged 18 years or over and shall include but not be limited to family members, relatives, nanny, au pair and other household staff.

### 15. No Assignment or Sub-letting

- 15.1. Not to assign this Tenancy or the Premises.
- 15.2. Not to sub-let or part with or share the possession of the Premises; nor to take in lodgers or paying guests into the Premises; and;
- 15.3. Not to permit any persons other than the person named as the Tenant and the Tenant's immediate family; or the person named as Permitted Occupier in the Particulars Page to

occupy or reside in the Premises. And in any event the permitted number of occupiers shall not exceed six persons at any time.

## **16. Notices**

- 16.1. To forward any notice, order or proposal affecting the Premises or its boundaries to the Landlord or the Agent promptly upon receipt of any notice, order, or proposal.
- 16.2. To promptly forward all correspondence addressed to the Landlord at the Premises to the Landlord or the Landlord's Agent.

## **17. Animals**

- 17.1. Not to keep any animal, reptile, dog, cat, bird, fish, or insect on the Premises without the prior written consent of the Landlord or the Landlord's Agent, such consent not to be unreasonably withheld, but which consent may without reason be subsequently withdrawn, upon giving reasonable notice.

## **18. Cleaning during the Tenancy**

- 18.1. To keep the Premises and Fixtures and Fittings clean to a good standard including all linen, upholstery, soft furnishings, curtains, carpets or similar articles when required during the Tenancy, and to pay for the professional cleaning of such items at the termination of the Tenancy provided the Premises and Fixtures and Fittings were cleaned to a professional standard at the start of the Tenancy.
- 18.2. To clean the inside and outside of the windows of the Premises when required, during the Tenancy, and at the end of the Tenancy, provided the windows were clean at the start of the Tenancy.
- 18.3. To clean (and press) all window dressings such as net curtains, venetian blinds etc. (if any) when necessary.
- 18.4. To clean the chimneys at least annually in the autumn of each year.
- 18.5. To remove any oil or grease emanating from the Tenant's motor vehicle if deposited on any driveway or parking area of the Premises.

## **19. Use of the Premises**

- 19.1. To use the Premises for the purpose of a private residence only for the occupation of the Tenant and the Tenant's immediate family.
- 19.2. Not to register a company at the address of the Premises.
- 19.3. Not to operate a business upon the Premises.
- 19.4. Not to use the Premises for any illegal or immoral purpose.
- 19.5. Not to use or consume or allow to be used or consumed any drugs or any other substance which is, or becomes, prohibited or restricted by law.
- 19.6. Not to use the Premises or allow others to use the Premises so as to cause a nuisance annoyance or cause damage to the Premises, or to any neighbouring, adjoining, or adjacent premises; or the owners or occupiers of them, including any nuisance caused by noise.

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4 The Covert, Northwood, Middlesex, HA6 2UD

Signed with Agreement Express	0E828EAF-A4D5-DAF9-028B-04408A92BFD3 stephanie aston 16-Sep-16
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Signed with Agreement Express	0E828EAF-A4D5-DAF9-028B-04408A92BFD3 neel sakaria 14-Sep-16
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Signed with Agreement Express	0E828EAF-A4D5-DAF9-028B-04408A92BFD3 Mary Aston 16-Sep-16
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Signed with Agreement Express	0E828EAF-A4D5-DAF9-028B-04408A92BFD3 rajendra sakaria 14-Sep-16
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- 19.7. Not to make any alterations or additions to or in the Premises without the prior consent of the Landlord or the Landlord's Agent nor cut or injure any walls or other parts of the structure of the Premises.
- 19.8. Not to remove the Fixtures & Fittings of the Premises or to store them in any way or place within or outside the Premises that may lead to damage or deterioration to the items.
- 19.9. Not to place or erect any aerial, satellite dish, notice, cable equipment, advertisement, sign or board on or in the Premises without the prior written consent of the Landlord or the Landlord's Agent.
- 19.10. Not to keep or store any dangerous or inflammable goods, materials or substances in or on the Premises, apart from those required for general household use.
- 19.11. Not to keep or use any paraffin heater, liquefied petroleum gas heater or portable gas heater in the Premises.
- 19.12. Not to hang any posters, pictures or other items in the Premises using nails, blu-tac, sellotape or their equivalents but only to hang posters, pictures or other items in the Premises using picture hooks with the Landlord's prior consent which will not be unreasonably withheld.
- 19.13. Not to carry out any redecoration of any part of the Premises without the previous consent of the Landlord or the Landlord's Agent, such consent not to be unreasonably withheld.
- 19.14. Not to alter or extend the electric installation or wiring, or telephone installation or wiring, in the Premises.
- 19.15. To pay to the Landlord the cost of any repairs to any appliances in the Premises resulting from misuse of the appliance or negligence by the Tenant or the Tenant's visitors.

## 20. Drains

- 20.1. To keep all gutters sewers or cesspits (if any) drains sanitary apparatus, water and waste pipes, air vents and ducts free of obstruction.
- 20.2. To clear or pay for the clearance of any blockage or over-flow when any occur in any of the drains, gutters, down-pipes, sinks, toilets, saniflow or similar or waste pipes or cesspits (if any) which serve the Premises, if the blockage is caused by the negligence of, or the misuse by the Tenant or the Tenant's visitors.
- 20.3. To take reasonable precautions not to put or allow any oil, grease or other harmful or corrosive substance to be put into the washbasins, toilet, sinks or drains.
- 20.4. Not to block any air vents and to keep all ventilation ducts clean and free from obstruction.
- 20.5. To arrange and pay for the emptying of the cesspit/septic tank (if any) as and when necessary but in any event not less than once in each year.

## 21. Garden (if included)

- 21.1. To keep the garden in the same condition and style as at the commencement of the Tenancy, including cutting the grass when necessary and keeping all parts of the garden properly cultivated and neat and tidy.

- 21.2. To keep all borders, flower beds, paths, driveways and patios weeded and in good order.
- 21.3. To keep window boxes (if any) weeded and in good order.
- 21.4. To cut any grass regularly during the growing season.
- 21.5. Not to lop, prune, remove or destroy any existing plants, trees or shrubs without the written consent of the Landlord or the Landlord's Agent, such consent not to be unreasonably withheld.
- 21.6. To allow access to the Landlord's gardener if gardening services are provided by the Landlord.

## **22. House Plants and Annual Garden Plants**

- 22.1. For the avoidance of doubt the Tenant will not be under any obligation to pay for or to replace any house plant or annual garden plant belonging to the Landlord, which has died, during the Tenancy.

## **23. Access, Viewing and Inspection**

- 23.1. To allow the Landlord or the Landlord's Agent or any Superior Landlord or any mortgagee or surveyor to enter the Premises with or without workmen and with all necessary equipment for the purpose of any inspection or carrying out repairs and any statutory obligations that the Landlord must comply with. Other than in the case of an emergency, the Landlord shall give the Tenant not less than 24 hours written notice.
- 23.2. To allow the Landlord or the Landlord's Agent to provide contractors with the Tenants contact details for the purpose of arranging access to enter the Premises to estimate, or for maintenance and/ or repairs and any statutory obligations that the Landlord must comply with.
- 23.3. To permit the Premises to be viewed by estate or letting agents and prospective tenants or purchasers at all reasonable times, by prior appointment, upon giving the Tenant reasonable notice, during the last two months of the Tenancy.
- 23.4. For the purpose of carrying out periodic inspections of the Premises on behalf of the Landlord the Tenant permits the Landlord or Landlords Agent to take and retain photographs during such visit to evidence the condition of the Premises.
- 23.5. To allow the Landlord or the Landlord's Agent to erect a reasonable number of "for sale", "sold", "to let", "let by" signs at the Premises during the last two months of the Tenancy.

## **24. Refuse**

- 24.1. To remove or pay for the removal of all rubbish from the Premises during, and at the end of, the Tenancy, by placing it in a secured plastic bin liner and depositing it in any dustbin or receptacle provided.
- 24.2. To dispose of all rubbish through the services provided by the Local Authority.

## 25. Temporarily Empty Premises

- 25.1. To notify the Landlord or (if under Savills management) the Landlord's Agent in writing, before leaving the Premises vacant for any continuous period of 14 days or more during the Tenancy.
- 25.2. Where the Premises shall be unoccupied by reason of the Tenants absence - be it on holiday or otherwise for a period of 14 days or more - upon returning to the Premises they shall allow all hot and cold water outlets to freely run for not less than 5 minutes in order to purge the water system of any stale water before using or consuming water there from.

## 26. Locks, Alarms and Manuals

- 26.1. To fasten all locks and bolts on the doors and windows when the Premises are empty and at night.
- 26.2. To set the burglar alarm (if applicable) when the Premises are vacant.
- 26.3. To pay any call-out charges or other charges incurred by the Landlord where the Tenant has accidentally or negligently set off or damaged the burglar alarm.
- 26.4. Not to install or change any locks or alarm codes in the Premises without the prior consent of the Landlord, or the Landlord's Agent, except in the case of an emergency.
- 26.5. Not to have any further keys cut for the locks to the Premises without notifying the Landlord or the Landlord's Agent of the number of additional keys cut and to provide them with a set promptly.
- 26.6. To pay for the cost of replacement remote controls or other security devices that have been damaged or lost or not returned at the end of the Tenancy.
- 26.7. To pay for the replacement of any lock, including any registered security locks, if any keys have been lost during or not returned at the end of the Tenancy.
- 26.8. To pay, if applicable, for any telephone line linked to a burglar alarm system at the Premises and to leave the same connected at the end of any Tenancy.
- 26.9. To pay £120.00 inclusive of VAT for the replacement of the Property Management folder in the event it is removed from the Premises at the end of the tenancy.
- 26.10. To pay for the replacement of any manuals for any appliances, equipment or plants that have been lost during or at the end of the Tenancy.

## 27. Head Lease (if any)

- 27.1. To observe all the covenants, restrictions and obligations imposed on the Landlord by the Head Lease (if any) of the Premises provided a copy of the obligations under the Head Lease is attached/made available.
- 27.2. To compensate the Landlord for any breaches by the Tenant of the Landlord's obligations under the Head Lease (except payment of rents and service charges there under).

## **28. Car Parking Space (if included)**

- 28.1. To park roadworthy and taxed private motor vehicle(s) only at the Premises.
- 28.2. To park only in the space allocated to the Premises if a car parking space is included in the Tenancy.
- 28.3. Not to sublet or share the car parking space.

## **29. End of Tenancy**

At the end of the Tenancy the Tenant agrees:-

- 29.1. To give up the Premises with vacant possession to the Landlord and in accordance with the terms and conditions of this Agreement.
- 29.2. To remove all goods or personal effects including all rubbish, of the Tenant from the Premises upon the expiration of the Tenancy and to hereby authorise the Landlord or the Landlord's Agent to dispose of any belongings left behind by the Tenant, seven days after the termination of the Term, by total destruction if necessary, and to indemnify the Landlord in respect of any third party claims on these goods or effects.
- 29.3. Immediately prior to the expiry of the Tenancy to have the electricity, gas and telephone and water meters read and to discharge forthwith all outstanding accounts in respect of such services.
- 29.4. To pay for the cleaning of the Premises and the Fixtures and Fittings to the same professional standard of cleanliness in which they were provided at the start of the Tenancy and in particular all linen, upholstery, soft furnishings, curtains, carpets or similar articles which may have been used or become soiled during the Tenancy.
- 29.5. To provide a forwarding address to the Landlord or the Landlord's Agent as soon as reasonably possible but in any event immediately before the end of the Tenancy. This address will be required for administration purposes and the necessary procedure to return the Deposit.
- 29.6. To immediately return all keys, remote controls, or other security devices to the Landlord, or the Landlord's Agent.

## **30. PROVISIONS FOR RE-ENTRY**

### **THE LANDLORD AND THE TENANT AGREE:**

- 30.1. If at any time:
- a) the Rent, or any part of it remains unpaid for 14 days after falling due, whether formally demanded or not; or
  - b) if any of the Grounds 2, 8, 10 to 15 and 17 as set out in Schedule 2 of the Housing Act 1988 apply; or
  - c) there are any breaches of the Tenant's agreements and obligations in this Tenancy Agreement; or
  - d) if any of the Tenants are declared bankrupt under the Insolvency Act 1986; or e) the Premises shall be left unoccupied and abandoned for more than 14 days without the consent of the Landlord;
- then the Landlord may give written Notice to the Tenant that the Landlord seeks possession of the Premises. If the Tenant does not comply with that Notice the Landlord will bring this

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Agreement to an end and re-gain possession of the Premises by complying with all statutory obligations; and where necessary obtaining a court order PROVIDED that the Tenancy hereby created shall be terminated but without prejudice to any right of action which the Landlord may have to recover all such rent in arrears and damages in respect of any breach of this Agreement.

- 30.2. If at any time during the Term the Tenant abandons (or appears to abandon) the Premises or any part of the Premises the Landlord may enter the Premises by any means without being liable for any prosecution for such entering and without becoming liable to the Tenant for damages or for any payment of any kind whatever. The Landlord may at his discretion as Agent for the Tenant let the Premises or any part of the Premises for the whole or any part of the then unexpired term and may receive and collect all rent payable by virtue of such letting. The Landlord may hold the Tenant liable for any difference between the rent which would have been payable under this Agreement during the balance of the unexpired term, if this Agreement had continued in force and the net rent for such period realised by the Landlord by means of the letting. If the Landlord's right of re-entry is exercised following abandonment of the Premises by the Tenant then the Landlord may consider any personal property belonging to the Tenant and left at the Premises to have also been abandoned and in which case the Landlord may dispose of all such personal property in any manner the Landlord will deem proper and is relieved of all liability for doing so.

#### **THE LANDLORD AGREES WITH THE TENANT as follows:**

##### **31. Quiet Enjoyment**

- 31.1. To allow the Tenant to quietly hold and enjoy the Premises during the Tenancy without any unlawful interruption by the Landlord or any person rightfully claiming under, through or in trust for the Landlord.

##### **32. Consent to Let**

- 32.1. To obtain all necessary consents to enable the Landlord to enter this Agreement (whether from Superior Landlords, mortgagee, insurers, or others).

##### **33. Statutory Repairing Obligations**

- 33.1. To comply with the obligations to repair the Premises as set out in sections 11 to 16 of the Landlord and Tenant Act 1985 (as amended by the Housing Act 1988). These sections impose on the Landlord obligations to repair the structure of the Premises and exterior (including drains, gutters and pipes); certain installations for the supply of water, electricity, gas and sanitation (including basins, sinks, baths and sanitary conveniences); for space heating or water heating; but not other fixtures, fittings, and appliances for making use of the supply of water gas and electricity. This obligation arises only after notice has been given to the Landlord or the Landlord's Agent by the Tenant and excludes liability if the Tenant has damaged the Premises or installations.

##### **34. Insurance**

- 34.1. To insure the buildings and Landlords contents of the Premises under a general household policy with a reputable insurer and if requested to provide a copy of the relevant insurance Schedule and policy to the Tenant at the start of the Tenancy or as soon as possible thereafter.

### 35. Repair of Appliances

- 35.1. To keep in repair and proper working order all mechanical and electrical items, including any TV aerial or satellite dish belonging to the Landlord and forming part of the Fixtures & Fittings, unless the repair to the appliances is due to the negligence or mis-use of the appliance by the Tenant or the Tenant's visitors.

### 36. Safety Regulations

- 36.1. To ensure that all the furniture and equipment within the Premises complies with the Furniture and Furnishings (Fire) (Safety) Regulations 1988 as amended in 1993.
- 36.2. To ensure that all gas appliances comply with the Gas Safety (Installation and Use) Regulations 1998 and that a copy of the safety report/certificate will be given to the Tenant at the start of this Tenancy and within 28 days of annual renewal.
- 36.3. To ensure that all electrical appliances comply with the Electrical Equipment (Safety) Regulations 1994, and the Plugs and Sockets, etc. (Safety) Regulations 1994.
- 36.4. To ensure there is one smoke alarm fitted on every floor of the Premises where there is a room used wholly or partly as living accommodation and that a carbon monoxide alarm is fitted in any room in the Premises which contains a solid fuel appliance. The smoke alarms and carbon monoxide alarms in the Premises shall be tested on the first date of the Tenancy complying with The Smoke & Carbon Monoxide Alarm (England) Regulations 2015.
- 36.5. The Tenant acknowledges and agrees that the Landlord's Agent is not the Landlord of the Premises and further that in the event of any breach of the Gas Safety (Installation and Use) Regulations 1994 and the Gas Safe (Installation and Use) (Amendment) Regulations 1996, the Electrical Equipment (Safety) Regulations 1994, the Fire and Furnishings (Fire) (Safety) (Amendments) Regulations 1993, the Smoke & Carbon Monoxide Alarm (England) Regulations 2015 such claims to be pursued against the Landlord and not the Landlord's Agent.

### 37. Head Lease

- 37.1. If the Premises are held under a superior lease ("the Head Lease") to comply with all the obligations imposed upon the Landlord by a Superior Landlord.
- 37.2. To take all reasonable steps to ensure that the Superior Landlord complies with its obligations under the Head Lease

### 38. Inventory and Schedule of Condition

- 38.1. To provide a fully comprehensive professional inventory and Schedule of Condition at the start of the Tenancy.

### 39. Cleaning

- 39.1. To pay for the cleaning of the Premises and the Fixtures and Fittings to a professional standard including all linen, upholstery, soft furnishings, carpets, curtains, kitchen and bathroom fittings and windows at the commencement of the Tenancy.

#### 40. Taxation

- 40.1. To appoint a rent collection agent in the United Kingdom to whom the Rent due under the terms of this Agreement will be paid if the Landlord's normal place of abode is not within the United Kingdom.
- 40.2. Provided that if no such rent collection agent is appointed, the Tenant may deduct any sums from the Rent which are legally required by the Income Tax Act 2007 or any subsequent legislation and then to pay the amount so withheld to HM Revenue & Customs immediately.

#### 41. Garden (if included)

- 41.1. The Landlord agrees to maintain the hedges, shrubs and trees in the Premises to include lopping, pruning and cutting them as required each year.

IT IS MUTUALLY AGREED as follows:

#### 42. Fire Damage and Other Risks

- 42.1. If the Premises are destroyed or become uninhabitable by fire or any other risk against which the Landlord holds insurance (except if such event is caused by act or negligence of the Tenant) and without prejudice to any rights of subrogation of the Landlord's insurers and/or any liability of Tenant in respect of such damage then the Rent shall cease to be payable until the Premises are reinstated and become habitable; unless the whole or part of the insurance monies are not recoverable because of any act or omission of the Tenant, his family or the Tenant's visitors.
- 42.2. In such event beyond the cessation of rent the Landlord shall not be obliged to provide alternative accommodation to the Tenant.
- 42.3. If the whole of, or part of the Premises are still uninhabitable after one month, then subject to the provisions of the Housing Act 1988, either party may terminate this Agreement immediately by giving written notice to the other party.

#### 43. Data Protection Act 1998

- 43.1. It is agreed that the personal information of both the Landlord and the Tenant will be retained by the Landlord's Agent and may be used for marketing purposes that present and future addresses of the parties may be provided to each other, utility suppliers, the local authority, a credit or reference provider and for debt collection.

#### 44. The Landlord and Tenant Act 1987

- 44.1. The Landlord notifies the Tenant in compliance with Sections 47 and 48 of the Landlord and Tenant Act 1987 that the address at which notices including notices of proceedings may be served upon the Landlord is (1) if Savills are managing the Premises the address for Savills on the particulars page or (2) if there is no managing agent then the address of the Landlord on the particulars page or as subsequently notified in writing to the Tenant.

#### 45. Service of Notices

- 45.1. The provisions regarding the service of Notices in Section 196 of the Law of Property Act 1925 apply and any Notices to be served on the Tenant shall be sufficiently served if sent by ordinary first class post to the Tenant at the Premises or at the last known address of the Tenant (which may be at the Premises), and deemed delivered two working days after the

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18

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Signed with Agreement Express	0E828EAF-A4D5-DAF9-028B-04408A92BFD3 rajendra sakaria 14-Sep-16
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day of posting (which excludes Saturdays, Sundays and Bank Holidays); or left addressed to the Tenant at the Premises and deemed delivered on the same working day of delivery provided it is delivered before 5pm on the day of delivery (which excludes Saturdays, Sundays and Bank Holidays). This clause shall apply to any Notices authorised or required to be served under this Agreement or under any Act of Parliament relating to this Tenancy.

**46. Schedule 2 of the Housing Act 1988 and Grounds in Part II of that Schedule (other than Ground 9 or Ground 16)**

46.1. The Tenant acknowledges that the Landlord may be entitled to possession of the Premises on Ground 8 in Part 1 of Schedule 2 of the Housing Act 1988 or on any of the Grounds in Part II of that Schedule (other than Ground 9 or Ground 16)

**Which read**

**Housing Act 1988 as amended SCHEDULE 2 Grounds for possession of dwelling-houses let on assured tenancies**

**Ground 8**

Both at the date of the service of the notice under section 8 of this Act relating to the proceedings for possession and at the date of the hearing -

- a) if rent is payable weekly or fortnightly, at least eight weeks' rent is unpaid;
- b) if rent is payable monthly, at least two months' rent is unpaid;
- c) if rent is payable quarterly, at least one quarter's rent is more than three months in arrears; and
- d) if rent is payable yearly, at least three months' rent is more than three months in arrears;
- e) and for the purpose of this ground "rent" means rent lawfully due from the tenant.

**Part II Grounds On Which Court May Order Possession**

**Ground 10**

Some rent lawfully due from the tenant -

- a) is unpaid on the date on which the proceedings for possession are begun; and
- b) except where subsection (1)(b) of section 8 of this Act applies, was in arrears at the date of the service of the notice under that section relating to those proceedings.

**Ground 11**

Whether or not any rent is in arrears on the date on which proceedings for possession are begun, the tenant has persistently delayed paying rent which has become lawfully due

**Ground 12**

Any obligation of the tenancy (other than one related to the payment of rent) has been broken or not performed.

**Ground 13**

The condition of the dwelling-house or any of the common parts has deteriorated owing to acts of waste by, or the neglect or default of, the tenant or any other person residing in the dwelling-house and, in the case of an act of waste by, or the neglect or default of, a person lodging with the tenant or

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a sub-tenant of his, the tenant has not taken such steps as he ought reasonably to have taken for the removal of the lodger or sub-tenant.

For the purposes of this ground, "common parts" means any part of a building comprising the dwelling-house and any other premises which the tenant is entitled under the terms of the tenancy to use in common with the occupiers of other dwelling-houses in which the landlord has an estate or interest.

#### **Ground 14**

The tenant or a person residing in or visiting the dwelling-house -

- a) has been guilty of conduct causing or likely to cause a nuisance or annoyance to a person residing, visiting or otherwise engaging in a lawful activity in the locality, or
- b) has been convicted of -
  - i) using the dwelling-house or allowing it to be used for immoral or illegal purposes, or
  - ii) an arrestable offence committed in, or in the locality of, the dwelling-house.

#### **Ground 14A**

The dwelling-house was occupied (whether alone or with others) by a married couple or a couple living together as husband and wife and -

- a) one or both of the partners is a tenant of the dwelling-house,
- b) the landlord who is seeking possession is a registered social landlord or a charitable housing trust,
- c) one partner has left the dwelling-house because of violence or threats of violence by the other towards -
  - i) that partner, or
  - ii) a member of the family of that partner who was residing with that partner immediately before the partner left, and
- d) the court is satisfied that the partner who has left is unlikely to return. For the purposes of this ground "registered social landlord" and "member of the family" have the same meaning as in Part I of the Housing Act 1996 and "charitable housing trust" means a housing trust, within the meaning of the Housing Associations Act 1985, which is a charity within the meaning of the Charities Act 1993.

#### **Ground 15**

The condition of any furniture provided for use under the tenancy has, in the opinion of the court, deteriorated owing to ill-treatment by the tenant or any other person residing in the dwelling-house and, in the case of ill-treatment by a person lodging with the tenant or by a sub-tenant of his, the tenant has not taken such steps as he ought reasonably to have taken for the removal of the lodger or sub-tenant.

#### **Ground 17**

and the landlord was induced to grant the tenancy by a false statement made knowingly or recklessly by -

- a) the tenant, or
- b) a person acting at the tenant's instigation

46.2. The Tenant hereby acknowledges receipt of the above Notice

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20

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Signed with Agreement Express	0E828EAF-A4D5-DAF9-028B-04408A92BFD3 rajendra sakaria 14-Sep-16
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**DO NOT SIGN THIS AGREEMENT UNLESS YOU INTEND TO BE BOUND BY IT**

**SIGNED by the Landlord**

Bernard Conor Byrne

.....

**PRINTED**

.....

**In the presence of:-**

**Witness Signature:**

.....

**Witness Name:**

.....

**Witness Address:**

.....

**SIGNED by the Landlord**

Sarah Louise Byrne

.....

**PRINTED**

.....

**In the presence of:-**

**Witness Signature:**

.....

**Witness Name:**

.....

**Witness Address:**

.....

**SIGNED by the Tenant**

Stephanie Anne Aston

.....

**PRINTED**

Signed with Agreement Express	0E828EAF-A4D5-DAF9-028B-04408A92BFD3
	stephanie aston 16-Sep-16

**In the presence of:-**

**Witness Signature:**

.....

**Witness Name:**

.....

**Witness Address:**

.....

**SIGNED by the Tenant**

Mary Elizabeth Aston

.....

**PRINTED**

Signed with Agreement Express	0E828EAF-A4D5-DAF9-028B-04408A92BFD3
	Mary Aston 16-Sep-16

**In the presence of:-**

**Witness Signature:**

.....

**Witness Name:**

.....

**Witness Address:**

.....

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21

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	Mary Aston 16-Sep-16

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	neel sakaria 14-Sep-16

Signed with Agreement Express	0E828EAF-A4D5-DAF9-028B-04408A92BFD3
	rajendra sakaria 14-Sep-16

**SIGNED by the Tenant**  
Rajendra Sakaria

**PRINTED**

**In the presence of:-**

**Witness Signature:**

**Witness Name:**

**Witness Address:**

Signed with Agreement Express	0E828EAF-A4D5-DAF9-028B-04408A92BFD3 neel sakaria 14-Sep-16
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**SIGNED by the Tenant**  
Neel Sakaria

**PRINTED**

**In the presence of:-**

**Witness Signature:**

**Witness Name:**

**Witness Address:**

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**ADDENDUM**  
**4 The Covert, Northwood, Middlesex, HA6 2UD**

The following are additional clauses especially negotiated by Savills on behalf of the Landlord and the Tenant relating to the Tenancy Agreement at 4 The Covert, Northwood, Middlesex, HA6 2UD commencing on 19<sup>th</sup> day of September 2016 between the Landlord Bernard Conor Byrne and Sarah Louise Byrne, the Tenant Stephanie Anne Aston, Mary Elizabeth Aston, Rajendra Sakaria and Neel Sakaria, to which this Addendum is attached

**47. Pre Tenancy Clean**

- 47.1. Prior to the Tenancy start date the Premises will be professionally cleaned throughout to include all floorings, kitchen, bathroom/s, and windows as evidenced by the Inventory Report. The Tenant agrees to ensure the Premises is returned cleaned to the same professional standard as reflected by the check in report.

**48. No Smoking**

- 48.1. The Tenant agrees not to smoke or permit any family/visitor or permitted occupier to smoke cigarettes, pipes or tobacco or any other substances upon or in the immediate vicinity of the Premises.
- 48.2. Notwithstanding this prohibition, the Tenant agrees to pay for the eradication of any odour of tobacco, or any burns to the Premises, Fixtures and Fittings or any discolouration of any decoration in the Premises as noted on the check out report of the Inventory and Schedule of Condition caused by smoking. The Tenant, his family/visitors or permitted occupiers are not permitted to smoke any substances in the Premises.

**49. Pets**

- 49.1. Not to keep any animal, reptile, dog, cat, bird, fish, or insect on the Premises without the prior written consent of the Landlord or the Landlord's Agent but which consent may be subsequently withdrawn, without reason upon giving reasonable notice.

**50. Council Tax**

- 50.1. In the event this Tenancy continues and is extended following the end of the fixed term by way of either a further fixed term tenancy, a Statutory Periodic Tenancy or holding over of the tenancy, the Tenant agrees to continue to pay the Council Tax accruing during any such extension, renewal or holding over period.

**51. Lead Tenant**

- 51.1. All the Tenants agree to the appointment of Miss Stephanie Anne Aston as the Lead Tenant under this Agreement to act on behalf of all Tenants when dealing with the Deposit on the terms set out in clause 5 of this Tenancy Agreement.

**52. Mutual Break Clause (rolling)**

- 52.1. Should either the Landlord or the Tenant wish to terminate the Tenancy upon or after such date as is twenty four months from the Commencement Date of the Tenancy and shall first give to the other party at least two months' notice in writing to that effect and (in the case of the Tenant only the Tenant shall pay all rents and other monies due and observe and

perform the Tenants obligations on a timely basis ), THEN upon the expiry of such notice the Tenancy shall cease and the Tenant shall yield up vacant possession of the Premises WITHOUT PREJUDICE to the right of either party to make any claim against the other for any previous breach of the terms, agreements and obligations of this Tenancy Agreement FOR THE AVOIDANCE OF DOUBT the Landlords or the Tenants notice shall not take effect and terminate the tenancy before 18<sup>th</sup> day of September 2018 and any notice purporting to terminate the Tenancy at an earlier date shall be of no effect.

### 53. Mid Term Rent Increase

- 53.1. The Landlord and the Tenant agree that from 19<sup>th</sup> day of September 2018 which is twelve months from the Commencement date of the Tenancy the rent shall increase by the same percentage as the Index of Retail Prices (All Items Index) as published for the month August 2017.

**SIGNED by the Landlord**  
Bernard Conor Byrne

.....

**PRINTED**

.....

**In the presence of:-**

**Witness Signature:**

.....

**Witness Name:**

.....

**Witness Address:**

.....

**SIGNED by the Landlord**  
Sarah Louise Byrne

.....

**PRINTED**

.....

**In the presence of:-**

**Witness Signature:**

.....

**Witness Name:**

.....

**Witness Address:**

.....

**SIGNED by the Tenant**  
Stephanie Anne Aston

Signed with Agreement Express	0E828EAF-A4D5-DAF9-028B-04408A92BFD3 stephanie aston 16-Sep-16
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**PRINTED**

.....

**In the presence of:-**

**Witness Signature:**

.....

**Witness Name:**

.....

**Witness Address:**

.....

**SIGNED by the Tenant**  
Mary Elizabeth Aston

Signed with Agreement Express	0E828EAF-A4D5-DAF9-028B-04408A92BFD3 Mary Aston 16-Sep-16
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**PRINTED**

.....

**In the presence of:-**

**Witness Signature:**

.....

**Witness Name:**

.....

**Witness Address:**

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Signed with Agreement Express	0E828EAF-A4D5-DAF9-028B-04408A92BFD3 stephanie aston 16-Sep-16
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Signed with Agreement Express	0E828EAF-A4D5-DAF9-028B-04408A92BFD3 Mary Aston 16-Sep-16
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Signed with Agreement Express	0E828EAF-A4D5-DAF9-028B-04408A92BFD3 neel sakaria 14-Sep-16
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Signed with Agreement Express	0E828EAF-A4D5-DAF9-028B-04408A92BFD3 rajendra sakaria 14-Sep-16
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**SIGNED by the Tenant**  
Rajendra Sakaria

**PRINTED**

**In the presence of:-**

**Witness Signature:**

**Witness Name:**

**Witness Address:**

Signed with Agreement Express	0E828EAF-A4D5-DAF9-028B-04408A92BFD3 neel sakaria 14-Sep-16
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**SIGNED by the Tenant**  
Neel Sakaria

**PRINTED**

**In the presence of:-**

**Witness Signature:**

**Witness Name:**

**Witness Address:**

Signed with Agreement Express	0E828EAF-A4D5-DAF9-028B-04408A92BFD3 rajendra sakaria 14-Sep-16
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Signed with Agreement Express	0E828EAF-A4D5-DAF9-028B-04408A92BFD3 stephanie aston 16-Sep-16
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Signed with Agreement Express	0E828EAF-A4D5-DAF9-028B-04408A92BFD3 neel sakaria 14-Sep-16
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Signed with Agreement Express	0E828EAF-A4D5-DAF9-028B-04408A92BFD3 Mary Aston 16-Sep-16
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Signed with Agreement Express	0E828EAF-A4D5-DAF9-028B-04408A92BFD3 rajendra sakaria 14-Sep-16
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