Assured Shorthold Tenancy Agreement

Dated 14th February 2019

The Landlord: Brymore No 1 Limited at 8 Tavistock Court Tavistock Road Croydon CR9 2ED (hereinafter called the 'the Landlord')

The Tenant: Mr Wlodzimierz Umaniec and Miss Chinonye Ifeoma Iroegbulem of Flat A 2 Gloucester Street London SW1V 2DD (hereinafter called the 'the Tenant')

The Property: Flat C on the FIRST floor of the building known as 53 Warminster Road, London, SE25 4DQ (hereinafter called the 'the Property)

Together with the use in common with the other occupiers of the said premises of the halls and passageways leading to the Property for access and egress only.

The Property contains Fixtures, Contents and Effects which are specified together with a description of their condition in Schedule A "Inventory and Schedule of Condition" attached at the end of this Agreement.

The Term: 14 February 2019 to 31 August 2019

The Rent: £850.00 (Eight Hundred Fifty Pounds and No Pence) per calendar month or such other sum as may be agreed from time to time between the Landlord and the Tenant.

Payable in advance by cleared funds as follows :-

At the commencement of the tenancy an initial payment of £1269.17
On 1 March 2019 and the first day of each subsequent month of the tenancy and any continuance of the tenancy the rent reserved.
In the last month of the tenancy, however determined, the rent reserved less £850.00

Cleared funds means cash or standing order payment or a direct debit payment (subject to the previous written agreement of the Landlord) or the date on which a cheque presented to a bank or building society for payment is honoured by payment on that cheque to the Landlord. For the avoidance of doubt, if a sum is to be paid in cleared funds by a certain date a cheque provided on that date will not be sufficient to meet this obligation.

The Landlord agrees to let the Property to the Tenant for the Term at the Rent payable as set out above. If, at the end of this time, we have not received from you at least one calendar month's notice, in writing, expiring on the last day of the fixed term of the tenancy to terminate the agreement, the tenancy will continue on as a contractual periodic tenancy. The periods of this contractual periodic tenancy shall be the same as those for which rent was last payable under the initial fixed term of the tenancy. This periodic tenancy will carry on until you have served the required notice in writing to terminate the agreement or we serve the required notice or re-possess the property under a ground set out in Clause 3

To end the contractual continuation tenancy the required notice is written notice to the other party. The notice must end on the last day of a rental period and must be of sufficient length. This means that for tenancies that run on as weekly, fortnightly or four weekly, the notice period must be at least 28 days in length. Where the tenancy is for monthly rental periods the notice must be at least one calendar month in length

This agreement is an assured shorthold tenancy (as defined in section 19A of the Housing Act 1988).The no-fault arrangements in section 21 of the Housing Act 1988 for the landlord to repossess the property apply to this agreement. This means that you cannot claim any legal rights to stay on once the tenancy has ended and a court order says you must leave. If we give you a section 21 notice, we must give at least two months' notice in writing. For more information, you should consult a housing advice centre, solicitor or citizens advice bureau, who can explain what this means.

1. THE TENANT'S OBLIGATIONS

1.1 To pay the Rent as set out above. If anyone other than the Tenant pays all or part of the rent then they will be regarded as making the payment on behalf of the Tenant by acting as agent or representative and we will be entitled to assume this without further enquiry.

1.2 In connection with the following services used at or supplied to the Property during the tenancy, electricity, gas, water, sewerage, environmental charges, telephone line rental and call charges, satellite or cable fees, and Council Tax or any other property tax.

i) to arrange, at the start of the tenancy, with the relevant provider to connect these services in the name of the Tenant and to maintain all these services for the total length of the tenancy paying all standard charges and all charges for the consumption of these services.

ii) to pay promptly all correct accounts for these services both during and at the end of the tenancy.

iii) not to allow any of these services to be discontinued or disconnected at any time. If you allow the supply of any utility or other service to be cut off because you have not paid what you owe or have not followed specific instructions, either during or at the end of your tenancy, you must pay any costs associated with reconnecting or continuing the service.

iv) not to change the supplier or provider of any of the services to the Property, without our written permission which we will not refuse or delay without good reason. The Tenant will be responsible for all charges associated with any such changes and to return the account to the original supplier at the end of the Term.

v) to pay for the costs of any other similar services which relate to your use and occupation of the Property for the period of your tenancy including any new services which may be developed after this agreement has been signed.

vi) to inform all utility companies and arrange for final meter readings when the tenancy comes to an end. If you are responsible for any unpaid debts or court judgements registered against the Property, you must do what is necessary to make sure that these are no longer registered against the Property. If you do not follow this clause, you will be responsible for paying our reasonable costs and expenses that may result from this.

1.3. To pay interest at the rate of 5% per annum above the Barclays Bank plc base rate on rent or other money lawfully due under this agreement which is in arrears for more than 14 days after the day it became due. Interest to be calculated on a daily basis.

1.4. Not to sublet or share possession or occupation of the Property or any part of the Property. If you do (even if we have given you permission) you will be legally responsible for carrying out all the "right to rent" checks as set out in the Immigration Act 2014, on any people living in

the Property. You will pay as compensation for any losses, damages, costs or fines we face as a result of you not carrying out any right to rent check correctly.

1.5. Not to transfer the tenancy to someone else without our permission in writing such permission not to be unreasonably withheld.

1.6. To give the Landlord a forwarding address and telephone number when the tenancy comes to an end.

1.7. To remove all rubbish and all personal items (including your own furniture and equipment) from the Property at the end of the tenancy.

1.8. To return all the keys for the Property (together with any identifying key fobs) to us by 12.00a.m. on the last day of tenancy. The Tenant also agrees to pay for any reasonable charges incurred by the Landlord in securing the Property against re-entry where keys are not returned.

1.9. To notify the Landlord in writing of the burglar alarm code for the Property (if any) when the tenancy comes to an end. The Tenant also agrees to pay for any reasonable charges incurred by the Landlord in resetting the alarm code if this is not done.

1.10. To keep the inside of the Property and all fixtures, contents and effects described in Schedule A to the Agreement in good repair and condition and clean and tidy.

1.11. To hand back to the Landlord at the end of the tenancy the fixtures, contents and effects and the Property itself in the same state and condition as specified in Schedule A to this Agreement.

For the avoidance of doubt, the Tenant **will not** be responsible for:-

(i) fair wear and tear to the Property (that is to say, deterioration caused by reasonable conduct of the Tenant during the tenancy); or

(ii) any damage caused to the Property by fire and other insured risks and which the Landlord is able to put right following a successful insurance claim under the Landlord's insurance policy; or

(iii) any repair for which the Landlord is liable to repair under this agreement or by law.

1.12. Not to make any alterations or additions to the Property or erect any new building or structure and not to damage or allow others to damage any walls or timbers in the Property.

1.13. Not to erect a satellite dish or cabling or any electronic reception device or to install or alter wiring at the Property without formal written permission from the Landlord.

1.14. Not to do any redecoration or painting of the Property without the prior written permission of the Landlord such permission not to be unreasonably withheld.

1.15. Not to cause a nuisance or annoyance to any other occupiers of the Property or owners or occupiers of near-by properties including nuisance caused by noise.

1.16. Not to do anything at the Property which is illegal or immoral.

1.17. Not to allow anyone who is not named in this agreement to live in or share possession or occupation of the Property with you. This does not apply to visitors but these should not

normally stay at the Property for longer than three weeks without the written permission of the Landlord such permission not to be unreasonably withheld.

1.18. Not to allow children to live in the Property without the written permission of the Landlord such permission not to be unreasonably withheld.

1.19. Not to use the Property other than as a private residence. This means that you must not carry on, or permit to be carried on, any profession, trade or business from the Property.

1.20. Not to carry out the maintenance of cars, motor-cycles or any other vehicles at the Property or any common area of the building.

1.21. Not to bring on to the Property or any common area of the building any car, motor-cycle or bicycle or similar vehicle without the written permission of the landlord.

1.22. Not to allow or keep any pet or any animal at the property without the Landlord's prior written permission. Permission will not be given where the pet or animal could harm the property, affect subsequent tenants or cause a nuisance or annoyance to any other occupiers of the Property or owners or occupiers of near-by properties.

1.23. To replace all broken or cracked glass promptly with the same quality glass, where the Tenant, his family or visitors have caused the damage.

1.24. To replace light bulbs and fluorescent tubes that fail during the course of the tenancy.

1.25. To permit the Landlord and any superior landlord or his agent or contractors or those authorised by the Landlord, upon giving at least 24 hours notice in writing (except in an emergency) to enter the Property at all reasonable times to inspect its condition and state of repair, carry out any necessary repairs and gas inspections.

1.26. To comply, within a reasonable time, with any notice from the Landlord advising the Tenant of the need to attend to any items of repair or maintenance for which the Tenant is responsible.

1.27. To permit the Landlord or any person authorised by the Landlord upon giving at least 24 hours notice in writing, access to view the Property, during normal working hours, accompanying a prospective tenant or purchaser of the Property.

1.28. To permit the erection of the Landlord's estate agent's board at the Property advertising the property for sale or rent during the last 6 weeks of the Term.

1.29. To pay, unless a court orders otherwise, the Landlord's reasonable costs and expenses (including VAT) reasonably incurred as a result of any breach of obligation by the Tenant under this agreement.

1.30. To pay the Landlord's reasonable costs of responding to any request which the Tenant may make of the Landlord under this agreement.

1.31. To notify the Landlord promptly of any repairs that may be necessary to the Property and for which the Landlord is responsible or any loss or damage to the Property by fire, theft, impact or any other event. If possible you should tell us in writing. Where you have spoken to us about the problem, you should, if possible, confirm this to us in writing as soon as is reasonably practicable.

1.32. To test any smoke detectors/alarms installed in the Property at least once a month and replace the batteries as appropriate.

1.33. Not to leave the property empty for a continuous period of more than 21 days without informing us either beforehand or as soon as is practicable in an emergency. This is to enable the Landlord to consider the insurance, security and protection issues a period of prolonged absence will raise.

1.34. Not to smoke or allow the smoking of tobacco in any of the common areas of the building.

1.35. Not keep any dangerous or flammable goods (those that easily catch fire), materials or substances in or on the Property, apart from those needed for general household use (such as matches).

1.36. Not to use any form of heating other than the heating system provided by us, unless you have our written permission (which we will not refuse or delay without good reason). In particular you must not use paraffin or portable gas fires.

1.37. Not to use hand-held showers in the Property.

1.38. Not to allow a flag, placard, sign, banner or poster of any description to be displayed so as to be visible from outside the Property (except in accordance with Clause 1.28).

1.39. Not to block or obstruct the drains and pipes, gutters and channels in or around the Property and to take all reasonable steps to prevent any part of the draining and heating systems becoming frozen during the winter months of November to March (inclusive). The Tenant will be responsible for paying for or refunding (as far as is reasonable) all losses the Landlord suffer as a result of any failure to follow this condition.

1.40. To ensure that all rooms are properly ventilated.

1.41. Not to dry washing inside the property except in a ventilated room suitable for such purpose as this may cause damage or condensation to the Property nor to hang out any washing on the exterior of the Property.

1.42. Not to do or permit to be done in or about the Property any act or thing which may render void or invalidate the insurance of the property or building against fire or otherwise increase the ordinary premium for the insurance. Details of the Landlord's insurance are provided with this agreement.

1.43. Not to display material on the walls of the Property using any form of fixing, including sticky tape, adhesive fixing devices, "White or Blue Tack" without the Landlord's formal written permission. Such permission will not be unreasonably withheld on terms that the Tenant will be responsible for the costs of putting right any decorations damaged by such additional fixings at the end of the tenancy, alternatively that the Tenant will reimburse the Landlord the reasonable cost of putting right any decorations damaged by such fixings at the end of the tenancy.

1.44. To comply with any rules and regulations reasonably required by the Landlord from time to time for the proper management of the Property. The Landlord will discuss any new rules and regulations with the Tenant before they are introduced and take reasonable account of the Tenant's views.

1.45. Not to obstruct the common areas of the building. If the Tenant causes any such obstruction then the Landlord, acting reasonably, may charge the Tenant the costs of removing the obstruction.

1.46. To keep the garden (if there is one) and outside areas of the Property (if any) neat and tidy and maintained to the same standard as it was at the start of your tenancy.

1.47. To keep the inside and outside of the windows of the Property clean but only where it is reasonable, safe and practical so to do.

1.48. To keep clean all rooms within the Property, particularly the Kitchen and Bathroom, together with all the furniture, fittings, contents and effects listed in Schedule A to the agreement.

1.49. Not to alter, change or install additional locks or bolts on any doors and windows in and about the Property or have any additional keys made for existing locks (save in the event of an emergency) without the formal permission of the Landlord or the Landlord's Agent, such permission not to be unreasonably withheld or delayed. In the event that any keys to the Property or the building are lost, the Tenant will notify the Landlord as soon as is practical and the Tenant will pay to the Landlord the reasonable costs incurred by the Landlord in maintaining the security of the property and the building.

1.50. Not to store any fixtures, contents and effects listed in Schedule A in the roof space, garage or any outhouse of the Property because of the increased risks of damage.

1.51. Not to deposit household refuse anywhere except in the waste bins provided. No items other than normal household refuse are to be put in the waste bins or left at the Property or any common area.

1.52. To keep the property free from vermin.

1.53. To forward promptly to the Landlord any notice or other communication received at the Property relevant to the Property, for example any application for planning permission or a justices licence or notification of proposed works in the local area.

2 THE LANDLORD'S OBLIGATIONS

2.1 The Landlord agrees that the Tenant may hold and enjoy the Property during the tenancy without any interruption from the Landlord. But,

(i) this clause does not affect the Landlord's right to take legal action against the Tenant to enforce his rights against the Tenant if the Tenant breaks any of the terms of this Agreement;

(ii) this clause does not limit any of the rights under this Agreement which the Tenant has agreed to allow the Landlord to exercise.

2.2 To insure the Property and any items listed on the inventory against fire and other usual comprehensive risks as long as insurance cover is available and to use all reasonable efforts to arrange for any damage caused by an insured risk to be remedied as soon as possible.

2.3 To keep the following (where provided by us) in repair:-

(i) the structure and exterior of the Property (including drains, gutters and external pipes).

(ii) the installations at the Property for the supply of water, gas and electricity and for sanitation (including basins, sinks, baths and sanitary conveniences). However, we will only be responsible for the fixtures, fittings and appliances for making use of the supply of gas, electricity and water, if they are owned and supplied by us.

(iii) the installations for space heating and heating water.

(iv) any contents of the Property (as listed in the Inventory) which belong to us, in good repair and proper working order, fair wear and tear excepted.

However, we **will not** be responsible for:-

i) carrying out work for which the Tenant is responsible for under his duty to use the Property in a 'tenant-like manner'.

ii) re-instating the Property in the case of damage or destruction of the Property if the insurers refuse to pay the insurance money due to anything the Tenant has done or failed to do.

iii) Repairing or maintaining anything which belongs to you.

2.4 In the event of destruction of the Property or of damage to it which shall make the same or a substantial portion of it uninhabitable, the Tenant shall be relieved from paying the rent by an amount proportional to the extent to which the Tenant's ability to live in the Property is thereby prevented, except where the destruction or damage has been caused by an act or default by the Tenant or where the Landlord's insurance cover has been adversely affected by an act or omission on the part of the Tenant.

3. REPOSSESSION OF THE PROPERTY

3.1 We may repossess the property if:-

(i) you fail to pay us rent 14 days after it is due, whether you have been asked for it or not;
(ii) you (or any of you) become bankrupt);
(iii) any of the grounds contained in Schedule 2 of the Housing Act 1988 as amended apply (these include not paying rent, breaking a term of the tenancy and causing a nuisance or annoyance) or;
(iv) the arrangements for us to repossess the property in Section 21 of the Housing Act 1988 apply.

WE NEED A COURT ORDER TO REPOSSESS THE PROPERTY. IF UNSURE OF YOUR RIGHTS AND THE APPLICABLE STATUTORY PROVISIONS YOU SHOULD SEEK ADVICE, FOR EXAMPLE, FROM A SOLICITOR, A CITIZENS ADVICE BUREAU OR A LAW CENTRE.

4. OTHER PROVISIONS

4.1. This clause formally notifies you, under Section 48 of the Landlord and Tenant Act 1988, that you should serve any notices (including notices in legal proceedings) on us at the address we give at the start of this agreement.

4.2. Any notices or other documents, including any court claim forms in legal proceedings, will be properly served on you during your tenancy if they are either left at the Property or sent to you at the Property by first-class post or recorded delivery. Notices will be treated as being served the day after they are left at the Property or posted to you.

4.3. The Landlord is entitled to keep keys for all doors to the Property. The keys will only be used to enter the Property with the permission of the Tenant unless there is an emergency or as otherwise provided for in this Agreement.

4.4. Any personal items (the items) left in the Property at the end of the tenancy and not removed in accordance with Clause 1.7 shall be considered abandoned if the items are not removed within 14 days of a written notice to the Tenant asking that they be removed. This notice will be sent to the forwarding address provided by the Tenant at the end of the tenancy and will be either delivered by hand or sent by recorded delivery. If the Tenant does not provide a forwarding address, the Landlord will be entitled to sell or otherwise dispose of the items. The Tenant will be responsible for paying for the Landlord's reasonable costs for removing, storing and disposing of the items. The Landlord may deduct these costs from the sale proceeds (if any) of the items and the Tenant will be responsible for paying any balance to the Landlord. Any net sale proceeds shall be returned to the Tenant at the forwarding address provided to the Landlord.

4.5. The Landlord's insurance does not cover the Tenant's possessions. The Tenant is advised to take out his own insurance.

4.6. The Tenant is responsible for the behaviour of everyone who lives in the property or attends the Property as their visitor including any workmen or contractors. Therefore, for example, if any damage is caused to the Property or the premises by one of your visitors, we can reclaim the cost of repair from you rather than the visitor.

Where the context permits:-

(i) the "Landlord" includes the persons from time to time entitled to receive the rent.

(ii) the "Tenant" includes the successors to the original tenant.

(iii) the "Property" includes any part or parts of the Property and all of the Landlord's fixtures and fittings at or upon the Property

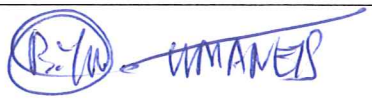
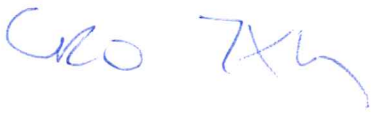
(iv) all references to the singular shall include the plural and vice versa.

(v) all references to the masculine shall be taken to include the feminine and vice versa.

(vi) any liabilities of more than one person shall be joint and several. This means that each will be liable for all sums due under this agreement, not just liable for a proportionate part.

(vii) any obligations of more than one person shall be joint and several. This means that where this agreement says you must do or must not do something then this will automatically include anyone else living at the Property and all your visitors.

Signed and executed as a Deed by the following parties:

Tenant		
Mr Wlodzimierz Umaniec		
Miss Chinonye Ifeoma Iroegbulem		
Witness Name		
Address		

The initial payment referred to in this agreement is made up as shown below: There is no deposit payable under this tenancy agreement.

	£
1 Calendar Months Rent	850.00
Rent for 14/02/2019 - 28/02/2019	419.17
Initial Payment per Agreement	**1269.17**