

56a Ledbury Road, London, W11 2AJ

Housing Act 2004

This information is prescribed under the Housing Act 2004. That means that the two parties to the Tenancy Agreement must be made aware of their rights during and at the end of the Tenancy regarding the protection of and deductions from the Deposit.

A.1 Name of Landlord(s): Attleborough Estates Limited

A.2 Actual address of the Deposit Holder: Knightfrank Estate Agents, 55 Baker Street, London W1U 8AN

A.3 E mail address of the Deposit Holder: lettingsaccounts@knightfrank.com

A.4 Telephone number of the Deposit Holder: 020 7861 1137

A.5 Fax number: **020 7861 1175**

A.6 Tenant(s) name: Dr Helen Margaret Crowley

A.7 Address for contact after the tenancy ends (if known): N/A

A.8 Email address for Tenant: hc.hmcglobal@gmail.com

A.9 Mobile/Telephone number: +33 (0) 6 20 00 08 25

A.10 Fax number (if applicable): N/A

Please provide the details requested in A.6-10 for other relevant persons (ie Guarantor, parent or other body paying the Deposit etc)

Deposit: **£4250.00**

Deductions may be made from the Deposit according to clause 7.6 of the Tenancy Agreement attached.

DEPOSIT

1.0 Payment: The Tenant must pay the Deposit stated in the Particulars to the Agent to be held by the Agent and protected as required by law.

1.1 Sums that may be retained at the end of the Term: The Landlord shall be entitled to withhold from the Deposit such proportion of the Deposit as may be reasonably necessary to:

1.2 Make good any damage to the Property or the Contents (except for fair wear and tear);

1.3 Replace any of the Contents that may be missing from the Property as a result of act or omission of the Tenant or anybody under his control;

1.4 Pay any accounts for utilities, council tax or any other taxes or accounts for which the Tenant is liable under this agreement or in law and that remain unpaid;

1.5 Pay any rent that remains unpaid;

1.6 Pay for the Property to be professionally cleaned, if necessary, in order to restore it to a similar state of cleanliness to that which it was handed to the Tenant at the commencement of the Term; and

1.7 Pay the reasonable cost of an inventory check-out, where the Landlord has provided a check-in at the commencement of the Term.

If the amount that the Landlord is entitled to deduct from the Deposit exceeds the amount held as the Deposit, then the Landlord may invoice for such excess sum.

DEPOSIT SCHEME ARRANGEMENTS

2.0 Within 14 days of receiving the Deposit, the Landlord or Agent shall inform the Tenant of the Scheme Administrator to be used, and provide proof of registration as required under the rules of the scheme.

2.1 The Deposit is to be protected by the Tenancy Deposit Scheme and held by the Agent as stakeholder.

2.2 The Landlord or Agent will provide within 14 days of the Deposit being received, the Prescribed Information.

2.3 The Landlord and Tenant agree that the Deposit shall be held in accordance with the rules of the Tenancy Deposit Scheme

2.4 The Landlord and Tenant agree that any interest accrued on the Deposit shall be paid to the Agent.

2.5 The Landlord shall inform the Tenant within ten Working Days of the end of the Term if the Landlord intends to withhold all or part of the Deposit.

2.6 The Landlord confirms that the information provided to the Agent and the Tenant is accurate to the best of his knowledge and belief and the Tenant has had the opportunity to examine the information.

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The Tenant confirms he has been given the opportunity to examine this information. The Tenant confirms by signing this document that to the knowledge of the Tenant the information above is accurate to the best of the Tenant's knowledge and belief.

Signed by the Tenant: _____
DocuSigned by:
Helen M Crowley
CB8BDE32705F4A1...

Signed by the Landlord/Agent: _____
DocuSigned by:
Christopher Rayner
E3E3BF240E0542A...

56a Ledbury Road, London, W11 2AJ

TENANCY AGREEMENT

Residential Letting of an Assured Shorthold Tenancy
Under Part 1 of the Housing Act 1988 as amended 1996

28th March 2023

BETWEEN

("the Landlord") of the one part
of

Attleborough Estates Limited
Michelin House,
81 Fulham Road,
London SW3 6RD

AND

("the Tenant") of the other part
of

Dr Helen Crowley
12 St. Olaves Court,
St. Petersburg Place, Notting Hill,
London, W2 4JY

WHEREBY IT IS AGREED as follows:-

1. The Landlord lets and the Tenant takes ALL THOSE unfurnished premises known as:
56a Ledbury Road
London,
W11 2AJ

("the Premises") TOGETHER WITH fixtures fittings and effects within the Premises as specified in the inventory ("the fixtures fittings and effects").

For a term of	24 Months
Commencing on and including	Friday 31 st March 2023
Expiring on and including the	Sunday 30 th March 2025

At a rental of £3683.33.00 per month increasing to £3791.66 per month in year two. ("the rent")

Payable in advance monthly instalments as set out below:

31st March 2023 – 30th March 2024 £3683.33. (Three thousand, six hundred and eighty three pounds, 33 pence) by Standing Order on the last day of each Month to Attleborough Estates Ltd at Messrs C Hoare & Co, Account No 02380310 Sort Code: 15-99-00

31st March 2024 – 30th March 2025 £3791.66 (Three thousand, seven hundred and ninety one pounds 66 pence) by Standing Order on the last day of each Month to Attleborough Estates Ltd at Messrs C Hoare & Co, Account No 02380310 Sort Code: 15-99-00

A Deposit of £4250.00 to be lodged by the Tenant on the signing of this Agreement to Knightfrank Estate Agents to be held by them as Stakeholder until the expiration or earlier ending of the Tenancy. The Deposit is safeguarded by the Tenancy Deposit Scheme

For the purposes of Sections 47 and 48 (I) of the Landlord and Tenant Act 1987 the Landlord's address for service of notice is TBC

2. INTERPRETATIONS

WHERE the context admits:-

- 2.1 "the Landlord" means the person or persons for the time being who owns the interest in the Premises which gives the right to possession of it when this Tenancy ends
- 2.2 "the Tenant" means the person or persons whoever for the time being is entitled to the Premises under this Agreement

- 2.3 If the Tenant consists of more than one person their obligations under this Agreement shall be joint and several in all respects. Joint and several means that as a group the Tenant is liable for payment of the Rent and all costs and charges arising from any breach of the Tenancy and as an individual each person forming the Tenant is liable for payment of the Rent and all costs and charges arising from any breach of the Tenancy.
- 2.4 "the Premises" means references to any part or parts of the Premises and where it comprises a Flat there shall be deemed to be included in this Tenancy Agreement all rights easements and facilities to which the Landlord is entitled under the terms of his Lease and this Tenancy Agreement shall be subject to all exceptions and reservations contained in the Lease.
- 2.5 "Rent" means the amount specified in clause 1.
- 2.6 "the term" means the length of the letting and any subsequent letting.
- 2.7 "the Tenancy" means the full period during which the Tenant rents the Premises from the Landlord including any subsequent extensions or renewals.
- 2.8 "the Agent" means Knightfrank Estate Agents
- 2.9 "inventory" means the document drawn up prior to the commencement of the Tenancy by the Landlord, the Agent, or Inventory Clerk which shall include the Fixtures and 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.
- 2.10 "Deposit" means the money held by the Agent as stakeholder during the Tenancy or any extension of it in case the Tenant fails to comply with the terms of this Agreement.
- 2.11 The Tenancy Deposit Scheme came into force in April 2006 and is a mandatory scheme for resolving any deposits
- 2.12 "Citizens Advice Bureau" (CAB) is a housing advisory service
- 2.13 "stakeholder" means that deductions can only be made by the Agent from the Deposit at the end of the Tenancy with the written consent of both parties.
- 2.14 Where there are two or more persons included in the expression "The Landlord" and/or "the Tenant" and/or "the Guarantor" covenants contained in this Agreement which are expressed to be made by the Landlord and/or the Tenant and/or the Guarantor shall be deemed to be made by such persons jointly and severally
- 2.15 Words using the singular number include the plural number and vice versa and words using the masculine gender only include the feminine gender and vice versa
- 2.16 The basis upon which the Landlord can recover possession from the Tenant, during the fixed term are set out in the Grounds of Schedule 2 of the Housing Act 1988, (as amended) and which are referred to in this Agreement are as follows:

Mandatory Grounds

Ground 2: at the start of the Tenancy the Tenant was advised that the Landlord owns the property, normally lives there and that his lender may have a power of sale of the Property if the Landlord does not make his mortgage payments for the Property;

Ground 8 : both at the time of serving the notice of the intention to commence proceedings and at the time of the court proceedings there is (a) at least eight weeks Rent unpaid where Rent is payable weekly or fortnightly; (b) at least two months' Rent is unpaid if Rent is payable monthly; (c) at least one quarters Rent is more than

three months in arrears if Rent is payable quarterly; (d) at least three months' Rent is more than three months in arrears if Rent is payable yearly;

Discretionary Grounds

Ground 10: both at the time of serving the notice of the intention to commence proceedings and at the time of the court proceedings there is some Rent outstanding;

Ground 11: there is a history of persistently late Rent payments;

Ground 12: the tenant is in breach of one or more of the obligations under the tenancy agreement;

Ground 13: the condition of the Property or the common parts has deteriorated because of the behaviour of the tenant, or any other person living at the Property;

Ground 14: the tenant or someone living or visiting the Property has been guilty of conduct which is, or is likely to cause, a nuisance or annoyance to neighbours; Or, that a person residing or visiting the Property has been convicted of using the Property, or allowing it to be used, for immoral or illegal purposes or has committed an arrestable offence in or in the locality of, the Property;

Ground 15: the condition of the furniture has deteriorated because it has been ill treated by the tenant or someone living at the Property;

Ground 17: the landlord was induced to grant the tenancy by a false statement made knowingly or recklessly by either the tenant or a person acting at the tenant's instigation.

3. TENANT OBLIGATIONS

The Tenant agrees with the Landlord as follows:-

Rent

- 3.1 To pay the rent on the days and in the manner specified in clause 1 of the Agreement whether formally demanded or not in full.
- 3.2 If any monies due and owing by the Tenant to the Landlord under the terms of this Agreement shall remain unpaid for more than three days after the date upon which it becomes due (whether formally demanded or not) to pay interest on the monies at the yearly rate of 4% per annum above the base rate of Barclays Bank Plc from the date upon which the monies became payable until the date of actual payment
- 3.3 Any person other than the Tenant who pays the rent due under the Agreement or any part of it to the Landlord shall be deemed to have made such payment as agent for and on behalf of the Tenant and in no circumstances shall this constitute the creation of a new Tenancy to any other person.

Utilities, Television Licence and Council Tax

- 3.4 To notify the suppliers of gas, water, electricity, other fuel and telephone services to the Premises that this Tenancy has started and to apply for the accounts for the provision of the services to the Premises to be put into the name of the Tenant.
- 3.5 To pay for all telephone gas water including sewerage and environmental charges and electricity used and the standing charge or charges for them (including any transfer charges) accruing during the Tenancy.
- 3.6 Not to disconnect or to do or fail to do anything which causes disconnection of a service or give notice for termination of any of these services without the consent of the Landlord or the Agent.

- 3.7 Not to tamper, interfere with, alter, or add to, the installations or meters relating to the supply of such services to the Premises.
- 3.8 To inform the Landlord or the Agent within a reasonable time of a utility being transferred to a new supplier and to promptly provide the name, address and account number of the new supplier to the Landlord or the Agent.
- 3.9 To pay any costs incurred by the Landlord or the Agent in transferring the account back to the original supplier at the end of the Tenancy.
- 3.10 To notify the local authority of the liability of the Tenant for council tax.
- 3.11 To pay the Council Tax or any other tax replacing it.
- 3.12 Not to transfer or change the telephone number without the consent of the Landlord or the Agent and if consent is granted to pay the costs of reserving the telephone number for the Landlord until the end of the Tenancy if requested.
- 3.13 To arrange for the reading of the gas, electricity and water meter, at the end of the Tenancy and the departure of the Tenant from the Premises. The tenant should inform all utility providers of their vacancy from the premises and provide the Landlord's address for all future invoices. The landlord will provide a utility information form before the expiry of the lease term.
- 3.14 To pay all outstanding accounts with the utility service providers during and at the end of the Tenancy.
- 3.15 To pay the licence fee for the use of any television set in the Premises during the Tenancy regardless of ownership.

Condition and Use of the Premises

- 3.16 To take reasonable precautions to keep all baths sinks taps lavatories cisterns drains waste and other pipes gutters down-pipes and gullies on or serving the Premises clean open and free from obstruction and to keep the Landlord compensated for all damage caused as a result of the Tenant being in breach of this provision.
- 3.17 To take precautions to prevent oil grease or other harmful or corrosive substances going into the drains, sanitary appliance or washing facilities or on the driveway.
- 3.18 To take reasonable precautions to prevent damage caused by freezing by keeping the Premises heated in the winter months for a minimum of 2 hours in the morning and 2 hours in the afternoon/evening whether the tenant is in occupation or away from the premises for a period of time.
- 3.19 To take all reasonable precautions to prevent condensation by keeping the Premises adequately ventilated and heated and to wipe down any surfaces where condensation occurs to prevent any mould.
- 3.20 Not to obstruct or disconnect any hard wired smoke detector or fire apparatus within the Premises.
- 3.21 To take reasonable steps to keep the interior of the Premises and the fixtures fittings and effects in the same decorative order and condition throughout the Term as noted in the inventory at the start of the Tenancy. The Tenant is not responsible for the following:
 - 3.21.1 fair wear and tear;
 - 3.21.2 any damage caused by fire unless that damage was caused by an action or lack of action by the Tenant or any other person permitted by the Tenant to reside, sleep in, or visit the Premises;
 - 3.21.3 repairs for which the Landlord has responsibility which are set out in this Agreement;
 - 3.21.4 damage covered by the Landlord's insurance policy

- 3.22 To keep and leave all chimneys swept if the Tenancy is for one year or more and to leave them in the same unobstructed and clean state at the end of the Tenancy as at the start and as documented in the inventory.
- 3.23 To pay and arrange for the removal of all vermin pests and insects if infestation begins during the Tenancy (woodworm and woodboring insects excepted) unless such infestation occurs as a failure of the Landlord to fulfil the Landlord's repairing obligations.
- 3.24 To clean the inside of all windows during and at the end of the Tenancy.
- 3.25 To replace promptly all broken glass with the same quality glass where the breakage was due to the negligence of the Tenant, his family, or his visitors.
- 3.26 To change replace or renew all light bulbs fuses batteries and smoke detector batteries.
- 3.25 Not to do or allow anything to be done in the Premises or the building of which the Premises forms part which shall or may reasonably be assumed to be or become a nuisance damage annoyance or inconvenience to the owners or occupiers of any other properties in the building or any adjoining or neighbouring property in the neighbourhood.
- 3.26 Not to use the Premises for any illegal or immoral purpose.
- 3.27 Not to use or allow the use of any drugs or other illegal substances in or on the Premises.
- 3.28 Not to carry on in the Premises any profession trade or business.
- 3.29 Not to place, hang or exhibit any notice board, notice, clothes or other articles outside the Premises.
- 3.30 Not to use the emergency fire escape other than for the purpose for which it is intended. Not to leave any deleterious or inflammable materials on the emergency fire escape, or stairs nor to use it as a smoking area.
- 3.31 Not to hang anything from the windows which could fall and cause damage or injury
- 3.32 Not to take or allow to be taken out of the Premises any of the fixtures and fittings and effects as specified in the inventory except for the purpose of cleaning or repair.
- 3.33 To pay for any call out charge incurred if an engineer or contractor needs to attend the Premises to repair any appliance or fitting belonging to the Landlord which may be deemed unnecessary or to be the Tenant's responsibility due to his negligence or misuse of the appliance or fitting.
- 3.34 Not to store or allow others to store any bicycle pushchair package or any item in the hallways stairs passageways or basement of the building of which the Premises form part nor to store any cycles within the Premises and to use the existing cycle store
- 3.35 Not to chain or otherwise affix any bicycle or pushchair to the railings outside the Premises or the building of which the Premises form part.
- 3.37 Not affix any pictures or other decorations to the walls of the Premises other than by using a reasonable number of commercial picture hooks without the consent of the Landlord.
- 3.38 Not to pierce nail pin screw peg bolt into or stick Sellotape Blu-Tac or any other adhesive material onto any wall door or window or any of the fixtures fittings and effects in the Premises, without the consent of the Landlord or the Agent which will not be unreasonably withheld.
- 3.39 Not to keep or allow to be kept any animals pets or livestock in the Premises without the consent of the Landlord which will not be unreasonably withheld.

- 3.40 Not to keep or allow to be used any oil or gas heating apparatus of a portable or moveable nature in the Premises.
- 3.41 Not to bring onto the Premises any flammable or other material which may prove a fire hazard or be a danger to adjoining neighbours or the occupiers of the Premises apart from small quantities of correctly stored fuel or other items which may be required for normal household use.
- 3.42 Not to affix or erect outside the Premises any television or radio aerials or satellite dish without the consent of the Landlord which will not be unreasonably withheld.
- 3.43 Not to alter, add to or in any way interfere with the construction or arrangement of the Premises or the internal or external decorations or painting of the Premises without the consent of the Landlord.
- 3.44 Not to play or allow to be played any mechanical or musical instrument or to cause any other undue noise which shall become a nuisance or which shall be audible outside the Premises between the hours of 11pm and 8am.
- 3.45 To maintain the properties outside space and decking area.
- 3.46 To comply with the requirements of the Council in regards to the disposal of all refuse.
- 3.47 Not to leave the Premises vacant or unoccupied for a period in excess of 21 consecutive days without first giving notice to the Landlord or his Agent of the intention so to do.
- 3.48 To promptly inform the Landlord, or the Agent, of any repairs or other matters falling within the Landlord's obligations to repair the Premises as set out in this Agreement.
- 3.49 To carry out any work or repairs that the Tenant is required to carry out under this Agreement within a reasonable time of being notified; provided the Landlord or the Agent has given the Tenant written notice of those repairs; or to authorise the Landlord or the Agent to have the work carried out at the Tenant's expense. Where this obligation has not been met, the Landlord may enter the Premises provided the Tenant has been given at least 24 hours notice in writing with workmen, to carry out any repairs or other works. The reasonable cost of any repairs or work will be charged to and paid for by the Tenant.
- 3.50 To replace or make good or at the choice of the Landlord pay reasonable compensation for all damage done to the Premises and for all breakages, deficiencies and damage to the furniture and effects occurring during the Tenancy apart from fair wear and tear, repairs that are the responsibility of the Landlord and damage by insured risks.
- 3.51 To be responsible for and compensate the Landlord for any damage caused to the Premises by or arising from the malfunction of any appliance, equipment, computer or computer related equipment introduced into the Premises by the Tenant.

Access

- 3.52 To permit the Landlord, the Agent, the Superior Landlord if applicable or anyone with the Landlord's or the Agent's authority at all reasonable times by prior appointment upon giving at least 24 hours notice in writing except in an emergency to enter the Premises for the following purposes:
 - 3.52.1 to examine the condition of the Premises;
 - 3.52.2 to carry out repairs or maintenance to the Premises;
 - 3.52.3 to enable the Landlord to comply with statute;
 - 3.52.4 to carry out an electrical safety test;
 - 3.52.5 to carry out a gas safety check;
 - 3.52.6 to carry out any valuation or survey if required by the Landlord;

- 3.53 To allow access to professional advisers or authorised contractors appointed by adjoining occupiers who require access to the Premises to carry out any work required to the Premises or an adjoining property.
- 3.54 To allow access to the Landlord and the Agent during the last two months of the Tenancy whenever it is ended to show the Premises to intending tenants or purchasers at reasonable hours by prior appointment.

Insurance

- 3.55 Not to do or fail to do anything that leads to the insurance policy on the Premises, the building of which the Premises forms part or fixtures fittings and effects not covering any part of the losses otherwise covered by the policy, which may cause an additional or increased premium to be payable, or which may cause the policy to become invalid provided a copy of the relevant sections of the policy has been given to the Tenant at the start of the Tenancy.
- 3.56 To pay to the Landlord all reasonable sums paid by the Landlord for any increase in the insurance premium for the policy, or necessary expenses incurred as a result of a failure by the Tenant, his family, or visitors, to comply with clause 3.59 of this Agreement.
- 3.57 To give to the Landlord or his Agent immediate written notice of any damage destruction or loss to the Premises or the furniture fixtures and effects or any service pipes wires or conduits serving the Premises or the contents of the Premises howsoever caused and compensate and reimburse the Landlord for and against all damage caused by any breach of this clause.
- 3.58 To arrange adequate insurance for any personal possessions or valuables belonging to the Tenant.

Notices and Correspondence

- 3.59 To forward without delay to the Agent any correspondence addressed to the Landlord received at the Premises.
- 3.60 To promptly inform the Agent of any notice affecting the Premises which may be served on the Tenant or left at the Premises or otherwise comes to the attention of the Tenant.

Assignment and Sub Letting

- 3.61 Not to assign charge under let or part with or share possession or occupation of the Premises or any part of them without the consent of the Landlord.
- 3.62 Not to use the Premises for any other purpose than that of a private residence in occupation of the Tenant and the Tenant's immediate family.

Security

- 3.63 Not to alter change or install any locks on any doors or windows without the consent of the Landlord which will not be unreasonably withheld.
- 3.64 Not to have any additional keys made for any locks in or about the Premises without the consent of the Landlord which will not be unreasonably withheld.
- 3.65 Not to change the pre-set Digital Burglar Alarm code without the consent of the Landlord which will not be unreasonably withheld and if the code is changed to provide the new code to the Landlord or the Agent promptly.
- 3.66 At the expiration or earlier ending of the Tenancy to return to the Landlord or the Agent all keys including any additional keys that have been cut security tags remote controls or other security devices to the Premises.

- 3.67 To pay the cost of replacing any lock where keys are missing or not returned. In the event of a loss of keys requiring replacement of the locks, at least one substitute key shall be provided to the Agent and one to the Landlord.
- 3.68 To pay for any security tags, remote controls or other security devices which are lost during the Tenancy or not returned at the end of the Tenancy.
- 3.69 To fasten securely all deadlocks or other locks and bolts or other security devices fitted to the doors and windows permitting access to the Premises and ensure that the Burglar Alarm (if any) is set in accordance with the instructions relating to them when the Premises are left unattended.
- 3.70 To pay for any call out charges or other charges incurred by the Landlord if the alarm is set off due to the negligence or misuse of the Tenant.
- 3.71 To pay to the Landlord, or Agent, all reasonable costs and expenses awarded by the Court, or incurred by the Landlord in:
 - 3.71.1 recovering or attempting to recover any Rent or other monies in arrears;
 - 3.71.2 the enforcement of any reasonable obligation of the Tenant under this Agreement;
 - 3.71.3 the service of any Notice relating to any major breach of this Agreement whether or not court proceedings are brought.

End of the Tenancy

- 3.72 At the expiration or earlier ending of the Tenancy to return vacant possession of the Premises and the fixtures fittings and effects to the Landlord in a sound and clean condition as at the beginning of the Term and shown in the check in report of the inventory apart from fair wear and tear and damage by insured risks.
- 3.73 To leave the fixtures fittings and effects in the room in which they were located at the start of the Tenancy as shown in the inventory and subsequent check-in report, a copy of which shall be provided to the Tenant upon commencement of this Tenancy.
- 3.78 At the expiration or earlier ending of the Tenancy to attend the inventory check out.
- 3.79 If the Tenant is unable to attend the check out to pay for a second appointment for the inventory clerk to attend a second check out.
- 3.80 To clean to a good standard, or arrange professional cleaning of the Premises and the fixtures fittings and effects including any blankets quilts linen upholstery carpets or curtains which have been soiled during the Tenancy at the end of the Tenancy, to the same standard to which the Premises and furniture and effects were cleaned prior to the start of the Tenancy, as stated in the inventory and check in report.
- 3.81 If any goods, personal effects, foodstuffs or belongings of the Tenant have not been removed from the Premises at the time of the expiry or earlier termination of the Tenancy the items will be deemed to have been abandoned 14 days after the end of the Tenancy, provided the Landlord or the Agent has notified the Tenant in writing sent to the forwarding address of the Tenant or in the absence of an address after the Landlord or the Agent making reasonable efforts to contact the Tenant. The Landlord or the Agent reserve the right to remove the items after 14 days and either sell, store or dispose of them. The Tenant will be liable for all costs which may be deducted from the Deposit. If any costs are not covered by the Deposit they will remain the liability of the Tenant.
- 3.82 If the items described in clause 3.82 above are of a bulky or heavy nature which prevents the Landlord from residing in, letting or selling the Premises the Tenant shall pay the Landlord damages at a rate equal to the daily rent then payable for the Premises until all the goods are removed by the Tenant or by the Landlord or the Agent as described in clause 3.82 above.

- 3.83 To pay any additional expense incurred by the Landlord in checking the inventory which cannot be checked until all goods belonging to the Tenant have been removed.
- 3.84 To provide a forwarding address for correspondence and the return of the Deposit to the Landlord or the Agent at the end of the Tenancy. If a forwarding address is not forwarded the Agent will be unable to return the deposit.

4. LANDLORD OBLIGATIONS

The Landlord hereby agrees with the Tenant as follows:-

Other Charges

- 4.1 To pay and keep the Tenant compensated and reimbursed for payment of all taxes insurance service charge assessments impositions and other outgoings payable for the Premises during the Tenancy other than those payments specified in this Agreement as being paid by the Tenant.

Quiet Enjoyment

- 4.2 That the Tenant paying the rent reserved and performing the agreements on the part if the Tenant may quietly possess and enjoy the Premises during the Tenancy without unlawful interruption from the Landlord or any person claiming under or in trust for the Landlord

Insurance

- 4.3 To effect and maintain for the duration of the Tenancy a comprehensive policy of insurance on the Premises and on the Landlord's fixtures fittings and effects therein as itemised in the inventory against all normal risks except that the Tenant shall be responsible for insuring only those items which he personally introduces into the Premises during the Tenancy.
- 4.4 To provide a copy of the relevant sections of the insurance policies to the Tenant at the start of the Tenancy if requested.

Repairs

- 4.4.1 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 and keep in good order:
- 4.4.2 the structure of the Premises and exterior (including drains, gutters and pipes);
- 4.4.3 certain installations for the supply of water, electricity and gas;
- 4.4.4 sanitary appliances including basins, sinks, baths and sanitary conveniences;
- 4.4.5 space heating and water heating;
- 4.4.6 but not other fixtures, fittings, furniture, effects and appliances for making use of the supply of water and electricity. This obligation arises only after notice has been given to the Landlord by the Tenant as set out in this Agreement.

Other Repairs

- 4.5 To keep in repair and proper working order all mechanical and electrical items belonging to the Landlord and forming part of the Fixtures and Fittings, unless the lack of repair is due to the negligence or misuse of the Tenant, his family ,or visitors.
- 4.6 To repay to the Tenant any reasonable costs incurred by the Tenant to remedy the failure of the Landlord to comply with his statutory obligations as stated in this Agreement unless the repair is necessary due to damage sustained through misuse or negligence by the Tenant.

Burglar Alarm

- 4.7 To maintain in proper working order the burglar alarm system (if any) provided to the Premises except that any call out charge or costs for repair necessary as a result of misuse or negligence by the Tenant will be payable by the Tenant.

Uninhabitable Premises

- 4.8 If the Premises or contents are damaged by fire or tempest or any other insured risk through no default or negligence on the part of the Tenant or the Tenant's lawful guests so as to be rendered wholly or partially uninhabitable or inaccessible then the rent or a fair proportion of the rent according to the nature and extent of the damage sustained shall be suspended until the Premises or contents shall again be rendered fit for occupation and use and any dispute concerning this clause shall be settled in arbitration PROVIDED ALWAYS that in the event that the Premises become wholly or partially unfit for occupation or use as described the Landlord will not be liable to pay compensation to the Tenant. If the Premises are not made habitable within six weeks, either party may terminate this Agreement by giving immediate written notice to the other party.

Consents

- 4.9 The Landlord guarantees that he is the sole owner of the leasehold or freehold interest in the Premises and that all consents necessary to enable him to enter into this agreement have been obtained and that the Premises comply and will continue to comply with all applicable health and safety legislation. Including without limitation the Furniture and Furnishings (Fire) (Safety) Regulations 1988 and the Furniture and Furnishings (Fire) (Safety) (Amendment) Regulations 1993 and the Electrical Equipment (Safety) Regulations 1994 and the Gas Safety (Installation and Use) Regulations 1998 (take section in red out).

Safety Regulations

- 4.10 To confirm that all the furniture and equipment within the Premises complies with the Furniture and Furnishings (Fire) (Safety) Regulations 1988 as amended in 1993.
- 4.11 To confirm that all gas appliances comply with the Gas Safety (Installation and Use) Regulations 1998 and that a copy of the safety check record is given to the Tenant at the start of the Tenancy and annually thereafter.
- 4.12 To confirm that all electrical appliances comply with the Electrical Equipment (Safety) Regulations 1994, and the Plugs and Sockets, etc. (Safety) Regulations 1994.
- 4.13 To ensure that any electrician carrying out electrical work at the Premises is a member of an approved scheme.

Energy Performance Certificates

- 4.21 As from 1 October 2008 an Energy Performance Certificate ("EPC") will be required for a new Tenancy which must be given to a Tenant prior to the commencement of the Tenancy

Inventory and Check In

- 4.22 To pay for the making of a fully comprehensive inventory prior to the commencement of the Tenancy.
- 4.23 To pay for the cost of checking the inventory at the start and end of the Tenancy

Possessions and Refuse

- 4.24 To remove or pay for the removal of all the possessions of the Landlord and any rubbish prior to the start of the Tenancy.

5. It is agreed between the Landlord and Tenant as follows:

Ending the Tenancy and Re-entry

- 5.1 If at any time:
- 5.1.1 the Rent, or any part of it remains unpaid for 14 days after falling due, whether formally demanded or not; or
- 5.1.2 if any agreement or obligation of the Tenant is not complied with; or
- 5.1.3 if any of the grounds set out in Schedule 2 of the Housing Act 1988 (as amended) being Grounds 2, 8, 10, 11, 12, 13, 14, 15 or 17 are made out (see Definitions);
- 5.1.4 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 Agreement to an end and re-gain possession of the Premises by complying with his statutory obligations; obtaining a court order; and re-entering the Premises with the County Court Bailiff. When the Bailiff enforces a possession order the Tenancy shall end. This clause does not prejudice any other rights that the Landlord may have in respect of the Tenant's obligations under this Agreement.

6. The Inventory

- 6.1 The Landlord will be responsible for the making of a fully comprehensive inventory on the Premises and for the charge for it and paying for the checking of the inventory of contents and the condition of the Premises at the commencement of the Tenancy on or before the Tenant taking possession of the Premises and the principal copy of the inventory is to be retained by the Landlord or the Agent after verification by the Tenant at the check-in and at the end of the Tenancy the report compiled by the inventory clerk appointed by the Landlord or the Agent shall be used for the purposes of Clause 7 of this Agreement.

7. The Deposit

- 7.1 On the signing of the Agreement the Tenant will pay to the Agent the sum detailed as Deposit on page 4 of this Tenancy Agreement to be held by the Agent as stakeholder as security against any sum owing by the Tenant to the Landlord during the Term (and any extension or renewal of the Tenancy) for the lack of repair of the Premises including claims for damages to the fixtures furniture and effects or any other obligation contained in this Agreement.

All interest earned will belong to the agent.

- 7.2 The sum held as the Deposit shall not limit the liability of the Tenant under the terms of this Agreement.
- 7.3 The Deposit shall not be treated as rent and nothing in this Agreement shall absolve the Tenant from the obligations to pay rent and outgoings for which he is liable as and when they become due during the Tenancy
- 7.4 After the Tenancy the Agent is entitled upon the demand of the Landlord and the written consent of the Tenant to deduct from the sum held as the Deposit any monies referred to in clause 7.6 of this Agreement. If more than one deduction is to be made by the Landlord or the Agent, monies will be deducted from the Deposit in the order listed in clause 7.6.
- 7.5 The Landlord or the Agent shall notify the Tenant in writing of any deductions made under this Agreement. That notice shall specify the amounts to be deducted with the consent of the Tenant and the reasons for any deductions to be made.
- 7.6 The Agent may deduct monies from the Deposit with the written consent of the Landlord and the Tenant (as set out in clause 7.4) to compensate the Landlord for losses caused for any or all of the following reasons as a result of:
- any damage to the Premises and Fixtures and Fittings caused by the Tenant or arising from any breach of the Terms of this Agreement by the Tenant;

- any damage caused or cleaning required as a result of any pets occupying the Premises (whether or not the Landlord consented to its presence);
- any other breach by the Tenant of the Terms of this Agreement
- any sum repayable by the Landlord to the local authority where housing benefit has been paid direct to the Landlord;
- any instalment of the Rent which is due but remains unpaid at the end of the Tenancy;
- any unpaid council tax;
- any unpaid account or charge for water, electricity or gas or other fuels used by the Tenant in the Premises;
- any unpaid telephone charges

- 7.7 After the end of the Tenancy the Agent on behalf of the Landlord shall return the Deposit, except in case of dispute subject to any deductions made under the Agreement, within thirty working days of the end of the Tenancy or any extension of it. If there is more than one Tenant, the Landlord or the Agent may, with the written consent of the Tenant, return the Deposit to any one Tenant at his last known address.
- 7.8 If there is more than one Tenant the payment of any balance to one or only some of a number of joint Tenants is a good discharge for the Landlord and the person to whom the balance of the Deposit is paid shall hold it in trust for other persons who form the Tenant.

Protection of the Deposit

- 7.9 The Deposit is safeguarded by the Tenancy Deposit Scheme, which is administered by: Unit 1, The Progression Centre, 42 Mark Road, Hemel Hempstead, Herts HP2 7DW.

At the end of a Tenancy

- 7.10 The Agent must tell the Tenant within 28 working days of the end of the Tenancy if they propose to make any deductions from the Deposit.
- 7.11 If there is no dispute the Agent will keep or repay the Deposit, according to the agreed deductions and the conditions of the tenancy agreement. Payment of the Deposit with interest or any balance of it will be made within 28 working days of the Landlord and the Tenant agreeing the allocation of the Deposit.
- 7.12 The Tenant should inform the Agent in writing if the Tenant intends to dispute any of the deductions regarded by the Landlord or the Agent as due from the Deposit within 30 working days after the termination or earlier ending of the Tenancy and the Tenant vacating the property. 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.
- 7.13 If, after 10 working days following notification of a dispute to the 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 Tenant over the allocation of the Deposit the dispute will subject to 7.14 below be submitted to the ICE for adjudication. All parties agree to co-operate with the adjudication.
- 7.14 The statutory rights of the Landlord and the Tenant to take legal action through the County Court remain unaffected by clauses 7.10 to 7.13 above.

8. Housing Act 1988

- 8.1 This Agreement is intended to create an Assured Shorthold Tenancy as defined in Section 19A of the Housing Act 1988 and the provisions for the recovery of possession by the Landlord in Section 21 thereof apply accordingly.

8.2 The Tenant acknowledges that immediately before entering into this Agreement he was not himself or jointly with any other person a protected or statutory Tenant of the Premises.

8.3 The Tenant hereby declares that for the duration of the Tenancy hereby created the said Premises as detailed hereinbefore in the Tenancy Particulars are to be his main and principal home as defined within the meaning of Part 1 Section 1 of the Housing Act 1988

9. Miscellaneous

9.1 The cost of preparing this Agreement and its counterpart shall be borne equally by the Landlord and the Tenant at the commencement of the Tenancy and for subsequent Agreements drawn up for renewals.

9.1.1.1 Any notice or document to be served on the Tenant under this Agreement or otherwise shall be deemed to have been validly and sufficiently served if it is served to the address of the Premises or the last known address of the Tenant if different:

9.1.2 in writing and delivered or sent by recorded delivery and deemed delivered upon the signature of the Tenant;

9.1.3 or sent by first class post to the Premises and deemed delivered two working days later;

9.1.4 by hand by the Agent on behalf of the Landlord before 5pm and deemed delivered the next working day. A working day excludes a Saturday, Sunday and Bank Holiday.

9.1.4.1 Any notice or document to be served on the Landlord under this Agreement or otherwise shall be deemed to have been validly and sufficiently served if it is served to the address for service of notices on the Landlord specified in clause 9.4 or the last known address if different:

9.1.5 in writing and delivered or sent by recorded delivery and deemed delivered upon the signature of the Landlord or Agent;

9.1.6 or sent by first class post to the address in clause 9.4 to the Premises and deemed delivered two working days later;

9.1.7 by hand by the Tenant before 5pm and deemed delivered the next working day. A working day excludes a Saturday, Sunday and Bank Holiday.

9.2 The Landlord has notified the Tenant that according to sections 47 and 48 of the Landlord and Tenant Act 1987 the address at which notices (including notices in proceedings) or other written requests may be sent or served on the Landlord is:- Attleborough Estates Ltd, Michelin House, 81 Fulham Road, London,

9.3 This Agreement shall be governed by and construed in accordance with English Law. Each of the parties agree that the Court of England and Wales will have jurisdiction to hear and determine any suit action or proceeding and to settle any disputes which may arise out of or in connection with this Agreement.

Data Protection Act 1998

9.4 It is agreed that personal information of both the Landlord and the Tenant will be retained by the Agent; that present and future addresses and other contact details of the parties may be provided to each other, to utility suppliers, the local authority, any credit agencies, reference agencies, legal advisers, debt collectors, or any other interested third party.

10. Special Tenancy Conditions

10.1 Termination

It is agreed between the parties that the Tenancy created by this Agreement may be terminated as follows provided that up to the time of such determination the Tenant shall pay the rent and observe and perform the conditions and obligations of the Tenant specified in the Agreement. Immediately on the expiration of any notice the present tenancy and everything contained in it shall cease and be void but without prejudice to the rights and remedies of either party against the other in respect of any existing claim or breach of an obligation. (If Applicable).

10.4 Additional Tenancy Terms

- 10.4.1 Smoking is not permitted on the premises;
- 10.4.2 Residents and their visitors should not make any attempt to access the loft hatch. The area is strictly out of bounds to any unauthorised personnel;
- 10.4.3 The property has been professionally cleaned at the start of the tenancy

56a Ledbury Road, London, W11 2AJ

This Agreement is subject to and all parties agree to be bound by the Tenancy Conditions contained herein

SIGNED BY THE LANDLORD

C N Rayner

.....
Name (block capitals)

DocuSigned by:
Christopher Rayner

.....
**Authorised signatory for and on behalf of
Attleborough Estates Limited**

27/3/2023 | 08:36 BST

.....
Date

This Agreement is subject to and all parties agree to be bound by the Tenancy Conditions contained herein

SIGNED BY THE TENANT

HELEN M CROWLEY

.....
Name (Block Capitals)

DocuSigned by:
Helen M Crowley

.....
Signature

26/3/2023 | 21:06 BST

.....
Date