

ASSURED SHORTHOLD TENANCY AGREEMENT

THE SCHEDULE

Herein after referred to:

A. DATE:

B. LANDLORD'S NAME:

C. MANAGEMENT'S NAME: Lanigan Estates

D. TENANT(S) NAME(S)

1.

2.

3.

E. THE PREMISES:

F. The Term

From:

To:

G. The Rent

..... per month to be paid via direct payment to
Lanigan Estates, 48 Searles Close, London, SW11 4RH

H. The Dilapidations Deposit BEING HELD BY THE
LANDLORD FOR

THE SUM OF

ASSURED SHORTHOLD TENANCY AGREEMENT

TAKE NOTICE that the tenancy granted under this agreement is an ASSURED SHORTHOLD TENANCY under Part 1 of the Housing Act 1988. The Landlord may require vacant possession on the expiration of the term hereby created or at other times permitted by law, upon giving the required notice.

THIS AGREEMENT is made on the date stated in paragraph A of the Schedule hereto hereinafter referred to as 'the Schedule' BETWEEN the Landlord named in paragraph B of the Schedule (being the person entitled to the reversion immediately expectant on the determination of the tenancy hereby created) of the one part and the Tenant named in paragraph D of the Schedule of the other part.

WHEREBY IT IS AGREED as follows:

- (i) The Landlord lets and the Tenant takes the premises more particularly described in paragraph E of the Schedule (hereinafter called ('the premises') together with the fixtures and fittings now in or on the premises (hereinafter called 'the Fixtures and Fittings') and together also with the furniture and other chattels (hereinafter called 'the Chattels') now in or on the Premises as set out in the inventory (hereinafter called 'the Inventory') annexed hereto for the term certain specified in paragraph F of the Schedule (hereinafter called 'the term') at the rent specified in paragraph G of the Schedule (hereinafter called 'the Rent').
- (ii) The tenancy hereby created (hereinafter called 'the Tenancy') includes the right to use (where appropriate in common with the Landlord and/or other tenants of the Landlord and their respective licensees) any entrance hall stairs landing lift gardens and other thing used or intended to be in common in so far as the Landlord is able to grant such right of use and save as otherwise expressly provided herein.
- (iii) The Rent of month shall be paid monthly in advance on the day of each month during the Tenancy by direct payment to Lanigan Estates, 48 Searles Close, London, SW11 4RH

(iv) THE TENANCY IS AN ASSURED SHORTHOLD TENANCY. The provisions for recovery of possession by the Landlord in Section 21 of the Housing Act 1988 apply accordingly.

THE TENANT agrees with the Landlord as follows:

- 1) To pay the said rent, on the days and in the manner aforesaid.
- 2) To pay the Council Tax that is levied on the property to the Local Authority, if such Council Tax is payable.
- 3) To pay all charges (including standing and consumption charges and any deposits or termination charges) in respect of the supply of water, gas and electricity to the premises during the Tenancy.
- 4) If a telephone is fitted, to maintain connection to the telephone service and not to remove any telephone equipment from the Premises or to procure transfer of the telephone number to another address and to pay all charges (including rental and call charges and any deposit or connection charge) in respect of the use of the telephone during the Tenancy.
- 5) If any charges in respect to water, gas, electricity, telephone or other outgoings are attributable in part to periods before or after the Tenancy, to pay a proper proportion of the amount of such charges according to the respective duration of such periods and the Tenancy.
- 6) During the Tenancy to keep the interior of the Premises and the Fixtures and Fittings (including without prejudice to the generality thereof, the painting, decorations and papering thereof; the fixtures and appliances for making use of the supplies of water, gas and electricity; and fireplaces, window fittings, sash cords, glass and door furniture) and Chattels in good, clean and tenantable repair and condition (damage by accidental fire, fair wear and tear and any repairs for which the Landlord may be responsible under the provisions of the Landlord and Tenant Act 1985 excepted) and to replace immediately any broken glass and to make good, repair or restore or (at the option of the Landlord) to pay the cost of replacement of all or any part of the Fixtures and Fittings and the Chattels which may be broken lost, damaged or destroyed by the Tenant or his servants or others and at the expiration or

sooner determination of the Tenancy to deliver up to the Landlord the premises together with the fixtures and Fittings and the Chattels and any articles added to or substituted for the same in such repair and condition as aforesaid in accordance with the agreed condition as recorded in the inventory.

- 7) To permit the Landlord or his Agent or contractors upon giving reasonable notice (save in case of emergency) to enter the Premises at all reasonable times for the purpose of repairing and painting the outside thereof or of carrying out and completing any structural or other necessary or property repairs to the Premises and for the further purpose of examining the state and condition for the premises and the Fixtures and Fittings and the Chattels.
- 8) Upon the Landlord or his Agents giving to the Tenant notice in writing of any failure to comply with Clause 5 (v) above, to repair, amend, restore, paint, clean and make good the interior of the Premises and the Fixtures and Fittings and the Chattels as required in the notice within one month after service of the notice and if the Tenant fails to execute the work within that period to permit the Landlord or his Agents or contractors to enter upon the Premises and execute the work at the expense of the Tenant and to pay the Landlord on demand the cost of the work.
- 9) Not to damage or injure or make any alteration or addition to the premises.
- 10) Not to remove any of the Fixtures and Fitting or any part thereof or any articles added to or substituted for the same from the premises without the previous consent in writing of the Landlord and to leave the same at the expiration or sooner determination of the Tenancy in the several rooms and places, as found at the commencement of the Tenancy, and as described in the inventory.
- 11) To use the Premises only as a private residence of the Tenant and not to carry on or permit to be carried on from the premises or any part thereof any profession trade or business whatsoever nor to let apartments in nor to receive lodgers or paying guests on the Premises nor to place or exhibit any notice whatsoever on any portion of the Premises.

- 12) Not to do or permit to be done in or on the premises or any part thereof any act or thing which may be or become a nuisance or cause damage inconvenience or annoyance to the landlord or the tenants or the occupiers of any adjoining premises (or the tenants or occupiers of the remainder of the building) or which may render void or voidable any policy or insurance on the Premises or on the Fixtures and Fitting and the Chattels or which may cause the premium for any such policy to be increased.
- 13) Not to use the Premises or permit them to be used for any illegal or immoral purpose or in contravention of any statute regulation or bye-law.
- 14) Not to assign charge or underlet part with or share the possession of the premises or any part thereof or of the Fixtures and Fittings or the Chattels or any part thereof.
- 15) Not to keep any animals or birds or other pets on the Premises or any part thereof without the express permission of the Landlord.
- 16) Within seven days after receipt of any notice given or order made by any competent authority in respect of the Premises to give full particulars thereof to the Landlord and to take all reasonable steps to comply with the same and to join with the Landlord in taking such other reasonable action in relation thereto as the Landlord may decide.
- 17) To keep and repair and properly service the alarm system at the premises (if any).
- 18) Not to leave the premises vacant or unoccupied for a period in excess of 28 consecutive days without first giving written notice to the Landlord or the Agent of the intention so to do and obtaining an acknowledgement from the Landlord or the Agent of such notice.
- 19) To clean all the internal and external surfaces of all windows of the property at least once in every four weeks.

- 20) Not to use the Parking Space for any purpose other than for the purpose of parking a private motor vehicle not exceeding three tonnes in gross laden weight or motor cycle thereon and not park or allow to be parked any motor vehicle wheeled vehicle or other form of transport on any other part of the Complex.
 - 21) The Tenants are entitled to use the Parking Area below the premises when obtained a parking permit from the council.
 - 22) Not to carry out nor allow to be carried out on a commercial basis any vehicle maintenance on any part of the Complex.
 - 23) Not to allow or cause to be allowed the deterioration of any vehicle on the Complex to an unreasonable condition to abandon any vehicle whatsoever on any part of the Complex and in the event of any breach of this covenant it shall be lawful for the Landlord without prejudice to its rights hereunder to arrange for the removal of such neglected or abandoned vehicle and to recover from the Tenant any costs incurred by them.
 - 24) Not to obstruct at any time any access ways roadways entrances stairways or corridors on the Complex.
 - 25) Not to throw dirt rubbish rags or other refuse or permit the same to be thrown into sink basins lavatories cisterns or waste or soil pipes in the property but to place refuse in the appropriate receptacles in the area provided (if any) for that purpose for the use of the property.
 - 26) No piano, stereo system, radio, loud-speaker or other electric electronic mechanical musical or other instrument of any kind shall be played or used nor shall any singing be practised in the property so as to cause annoyance to other occupiers of the Complex or so as to be audible outside the property between the hours of 11pm and 9am.
- (vi) NOTICE UNDER SECTIONS 47 & 48 OF THE LANDLORD AND TENANT ACT 1987

The Tenant is hereby notified that notices (including notice of proceedings) must be served on the Landlord by the Tenant at the following address: 48 Searles Close Battersea London SW11 4RH

PROVIDED ALWAYS THAT if the said rent or any instalment or part thereof shall be in arrears for fourteen days after the same shall have become due (whether formally demanded or not) or if the Tenant shall commit a breach of any of the several agreements and stipulations herein contained) then and in any such case it shall be lawful for the Landlord at any time thereafter to re-enter upon and take possession of the Premises and the Chattels and immediately thereupon the Tenancy hereby created shall be determined 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.

- (vii) THE LANDLORD hereby agrees with the Tenants as follows: -
- (a) To pay and indemnify the Tenant against all taxes assessments service charges and other outgoings in respect of the Premises except the said charges for the supply of water gas, electricity and the use of the telephone (if any) and the Council tax etc. which shall be paid by the Tenant as hereinbefore provided.
 - (b) That the Tenant paying the rent as aforesaid and performing and observing all the agreements on his part herein contained shall quietly possess and enjoy the Premises during the Tenancy without any interruption from the Landlord or any person claiming under or in trust for him.
 - (c) If the premises or any part thereof shall be destroyed or rendered unfit for the use of habitation by the happening of a risk to be insured by the Landlord or by reason of any want of repair by the Landlord then the rent hereby reserved (or a fair proportion thereof according to the nature and extent of the damage) shall cease to be payable for so long as the premises shall remain so unfit for use of habitation.
 - (d) To keep the premises in good and tenant like condition (save in so far as the tenant is liable under the terms of Clause 5 (v) and to keep all electrical gas heating and cooking equipment all Landlords fixtures and fittings in good repair and working order (excepting any damage caused by misuse by the tenant).

- (e) To ensure and procure the insurance (through a reputable office) of the Premises and the Landlord's fixtures and fittings, furniture and effects up to their full value and against all usual risks (but the Landlord and not the Tenant shall be entitled to the benefit of the insurance).

- (viii) A DILAPIDATIONS DEPOSIT will be paid by the Tenant in the amount specified in paragraph H of the Schedule to the Landlord or Agent, to be held against damage to the Premises, Fixtures and Fittings, Chattels or arrears of rent. Upon the satisfactory termination of the Tenancy the deposit will be refunded provided there are no arrears of rent and the Premises, Furniture and Chattels have been delivered up in good condition and in accordance with the terms of this Agreement.

- (ix) WHEN THE RENT is inclusive thereof any increase in water rates will be passed on to the tenant as an increase in the rent.

- (x) SHOULD THE PREMISES BE subject to a Mortgage granted during the tenancy the Mortgagee may be entitled to exercise a power of sale and may require possession for the purpose of disposing of the premises in the exercise of that power. The Landlord hereby gives notice to the Tenant that possession of the premises may be recovered on Ground 1 and Ground 2 in Part 1 of Schedule 2 of the Housing Act 1988.

- (xi) IF THE TENANT submits a cheque to the Landlord or his Agents and the said cheque has to be represented or is for any reason returned unpaid by the payee's bank the Tenant shall pay a charge of £25 in respect of administration costs and bank charges.

- (xii) IN THIS AGREEMENT the singular shall include the plural and the masculine shall include the feminine and the neuter and vice versa and particular where the Tenant is more than one person the obligations of the persons constituting the Tenant shall be joint and several. References to the Premises include references to any part or parts of them.

(xiii) The tenant will allow the Landlord or his agent access at all reasonable hours to the property during the last month of the tenancy agreement to allow prospective tenants or purchasers to view.

(xiv) THE CONTRACT MAY BE TERMINATED BY THE TENANT OR THE LANDLORD PROVIDING 1 MONTHS NOTICE IS GIVEN IN WRITING AFTER A 6 MONTH PERIOD.

AS WITNESS the hands of the said parties the day and year first written

SIGNED by the named

Landlord()

Management Agent:(Lanigan Estates)

Date()

Signed by the named

Tenant()

Date()

Tenant()

Date()

Tenant()

Date()