

ASSURED SHORTHOLD TENANCY AGREEMENT

Doc#: 2CB40252-E862-0B38-9137-EE506F77D0FD

DATE

Signed using Agreement Express	Kate Grassick (14-Nov-12)
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THIS ASSURED SHORTHOLD AGREEMENT is made on the above date between

(1) LANDLORD

Cheniston Investments Limited
C/O Jonathan Argent
European Property Management
The Engineering Office
2 Michael Road
London
SW6 5ER

(which expression jointly and individually includes the Landlord's' successors in title or assigns or mortgagees)

(2) TENANT

(Jointly and Individually)

Yasemin Senem Isik
15A Gordon Place
London
W8 4JD

SECOND TENANT

Nicola De Caro
15A Gordon Place
London
W8 4JD

THE PROPERTY

(excluding parking)
First Floor Flat
10 Wrights Lane
Kensington
London
W8 6TA

THE TENANCY PERIOD from and including the 17th day of November 2012 to and including 16th day of November 2013.

"Tenancy" or "Tenancy Period" includes the whole of the period during which the Tenant remains in occupation of the Property

THE RENT for the term shall be £1,538.33 per calendar month payable on 17th day of each calendar month in advance. The first instalment(s) of such rent shall be paid from one account in cleared funds on or before the commencement of the Tenancy to

Chesterton Humberts Kensington Church
62 Kensington Church Street
London
W8 4DB

The second instalment of such rent due on the 17th day of December 2012 to be paid from one account to

Bank	Barclays Bank Plc
Account Number	00090077
Account Name	Chesterton Global Ltd Lettings Client Account
Sort Code	20-74-63

Chesterton Humberts is a trading name of Chesterton Global Limited. Registered Office 8 Chesterfield Hill, London W1J 5BW
Registered in England and Wales No 5334580

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Initials	Initials

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Thereafter all such payments shall be made by standing order from one account to

Bank	NatWest
Account Number	25894978
Account Name	Cheniston Investments Ltd
Sort Code	503010

THE DEPOSIT £2,130.00 (Two Thousand One Hundred and Thirty Pounds) is paid by the Tenant to Chesterton Humberts to be held by Chesterton Humberts as Stakeholders which means that Chesterton Humberts hold the Deposit as independent third parties on the terms of clause 5. Chesterton Humberts is a member of the Tenancy Deposit Scheme.

THE LANDLORD'S AGENT means Chesterton Global Limited trading as Chesterton Humberts, 8 Chesterfield Hill, London W1J 5BW ("the Agent")

THE LETTING

1 THE LANDLORD shall let and the Tenant shall take ALL THAT the Property TOGETHER WITH the Landlord's fixtures furniture appliances and effects ("the Contents") now in the Property as specified in an inventory signed by both parties ("the Inventory") for the Tenancy Period on the Terms and Conditions of this Tenancy Agreement

TENANTS OBLIGATIONS

2 THE TENANT agrees with the Landlord during the Tenancy as follows: -

Payments

2.1. To pay the Rent (without deduction) at the times and in the manner stated whether demanded or not and acceptance of cheques or other payments in settlement of rent drawn on accounts other than those of the Tenant shall be on the basis that any such payment is made on behalf of the Tenant and is not direct or indirect acceptance of such party as being the Tenant nor having any interest in the Property Any payments made after termination of the Tenancy or any notice to terminate the Tenancy are received or accepted only without prejudice to that notice which remains valid and in force

2.2. (i) To pay for all gas electricity water and sewage charges and fuel oil which shall be consumed on or supplied to the Property together with the amount of all rental and standing charges for their supply and for all telephone calls and other telephone services to pay for the costs of any reinstatement of the above services caused by the non payment of these charges also not to allow their disconnection

(ii) To pay all Council Tax due

(iii) To pay the licence fee for any television set(s) in the Property

(iv) To pay for the repair or replacement of any batteries appliances light bulbs or equipment which form part of the Contents which have been damaged in any way or fallen into disrepair due to misuse or neglect by the Tenant

2.3. Where the Property is served by a septic tank or cesspit, to be responsible for the costs of emptying or cleaning such facilities as required during the Tenancy

Repairs and Damage

2.4. To keep the Property and the Contents in good tenable repair and condition and to deliver them up at the end of the Tenancy in as good a state of order and condition as they were at the commencement of the Tenancy (fair wear and tear and damage by accidental fire and other insured risks excepted) and particularly to keep all water pipes baths sinks taps lavatories cisterns drainage systems and gulleys (where part of the Property) clear and freely running and to promptly repair or cause to be repaired any burst pipes or water storage tanks and clear any blockages to drains and wastepipes caused by the default or negligence of the Tenant (or any person acting on his behalf) and to meet those costs and to take all reasonable precautions to prevent the freezing or bursting of water pipes or storage tanks (taking into account any advice from the Agent or the Landlord) and to take and leave cisterns water closets and sinks free and clear from any obstruction

2.5. To make good repair replace or at the Landlord's option pay for any damage to the Property or the Contents (fair wear and tear damage by accidental fire and other insured risks only excepted) where caused by the Tenant and immediately to replace all broken or non-working batteries and light bulbs

2.6. To report immediately in writing to the Landlord or the Agent any damage disrepair defect or deficiency in the Property or of the Contents including any break in or theft by third parties and to be liable for any costs arising from failure to report such defect or deficiency and to pay for the repairing of the Property or the Contents where such cost is attributed to the misuse or neglect by the Tenant

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- 2.7. Not to damage the Property or any part of it and not to block up darken or obstruct any window or lights in the Property and if any holes or damage are made by picture hooks or similar the Tenant at their expense will make these good by the end of the Tenancy
- 2.8. Not to carry out or make any alteration to or redecoration of the Property without the previous consent in writing of the Landlord In case of any breach of this provision by the Tenant the Tenant shall pay to the Landlord the entire cost of repair work or redecoration necessary to reinstate the Property to its condition at the commencement of the Tenancy
- 2.9. Where the Property has a chimney that is used by a solid fuel appliance and the Tenant uses the solid fuel appliance the Tenant agrees to have the chimney swept as often as required. The Tenant is to provide an annual certificate or copy of the last receipt upon request by the Agent
- 2.10. To take reasonable and prudent steps at all times to use and adequately heat and ventilate the Property in order to help prevent condensation, to include keeping windows, ventilators, air-bricks and "trickle" ventilators open and unobstructed and at all times using and keeping in service any extraction or ventilation fans provided. Where such condensation may occur, to promptly wipe down and clean surfaces as required from time to time to stop the build-up of mould growth to the Property, its fixtures and fittings

User, Nuisance etc

- 2.11. To use the Property only as a private dwelling house for the occupation of the Tenant only and not to use the Property or any part for any illegal or immoral purpose nor for any sale by auction nor any public meeting for religious political or other purposes and not to carry out any profession trade or business at the Property
- 2.12. Not to do or allow to be done in or upon the Property any act or thing which may be a nuisance damage or annoyance to the Landlord or the Superior Landlord (if any) or to the occupiers of any of the adjoining Property or which may invalidate any insurance of the Property against fire or otherwise or increase the ordinary premium and to repay the Landlord on demand all sums from time to time paid by way of increased premium
- 2.13. To keep the garden and grounds (if any) free from weeds and litter and cultivate mow and manage them in a proper manner according to the season and not lop cut down damage or remove any plants trees or shrubs or garden fixtures or alter the layout of the garden and keep any entrance stairs or ways leading to the Property and yard terrace patio or pond clean and unobstructed and the Tenant agrees that if the Agent is of the opinion that the garden and lawns are not so kept then the Landlord or Landlord's Agent may at his discretion employ a gardener at the Tenants expense
- 2.14. Not to keep or permit to be kept on the Property any pets or animals of any description without the previous consent in writing of the Landlord which consent the Landlord may at any time withdraw if any animal (so permitted) shall soil or damage any carpet rug fabric or other item and the Tenant will then pay the Landlord the cost of cleaning or replacing such carpet rug fabric or other item with a new one of good quality
- 2.15. 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
- 2.16. To ensure that all taps for all washbasins, baths, showers at the Property are run for a minimum period of five minutes a week so as to aid the prevention of Legionella.
- 2.17. Not to remove from the Property or store any of the Contents in any garage or outhouse without the written consent of the Landlord or the Landlord's Agents and to leave the same at the end of the Tenancy in the rooms and places as described in the Inventory and in the event of the Property or the Contents not being delivered up in all respects as agreed the Tenant shall pay the Landlord the cost incurred by the Landlord in cleaning and arranging the rooms in accordance with the Inventory
- 2.18. Not to play any musical instrument or use any sound reproduction equipment so as to be a cause of annoyance or disturbance to adjoining residents and in particular between the hours of 11pm and 7am (unless otherwise notified in writing to the Tenant) not to play any such instrument or use any such equipment so as to be audible outside the Property
- 2.19. Not to dry hang or display any clothes or other articles on the exterior of the Property and not to exhibit any poster notice banner advertisement or similar item on the exterior of the Property or so as to be visible from outside

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3

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- 2.20. In the event of loss or damage by fire theft impact or other causes to immediately inform the Landlord or the Landlord's Agents and to give details to enable the Landlord to make a claim to the Landlord's Insurers
- 2.21. To forward immediately upon receipt to the Landlord or the Agent any correspondence addressed to the Landlord which is delivered at the Property and to inform the Landlord or the Landlord's Agents immediately of any notice affecting the Property which may be served on the Tenant or left in the Property or otherwise come to the attention of the Tenant
- 2.22. Not to keep any dangerous unsafe or offensive goods fuel provisions or materials or any stove paraffin heater or other appliance or any similar inflammable substance in the Property or do or allow to be done anything which would mean the insurance of the Property may become void invalid or cover refused or the premium increased
- 2.23. Not to change the supplier of any utility or TV satellite or cable service to the Property without the written consent of the Landlord or the Landlord's Agents being obtained
- 2.24. To strictly observe and comply with all directions or notices imposed on the occupier of the Property received from any Local Authority or Fire Brigade and or any electricity or gas supplier
- 2.25. The Tenant is prohibited from parking caravans, trailers, boats, heavy goods, commercial or unlicensed vehicles at the Property without prior written consent from the Landlord
- 2.26. The Tenant shall not leave the Property vacant or unoccupied for more than 28 consecutive days, without first giving notice to the Landlord or the Agents

Keys, Alarms and Parking

- 2.27. To use keys and alarm systems so as not to invalidate any insurance on the Property or the Contents, and not to change any locks or keys or alarm codes or cut additional copies of keys except in an emergency without the prior written consent of the Landlord or the Landlord's agents
- 2.28. To hand to the Landlord or the Landlord's Agents upon any change of or replacement of locks or installation of additional locks a set of new keys within 48 hours of receipt
- 2.29. In the event that any alarm code is changed then to immediately notify the Landlord or the Landlord's Agents in writing of the new code
- 2.30. If any key or keys (listed upon the Inventory) have become lost during the Tenancy then to replace these at the Tenants own cost or alternatively to pay to the Agent the costs incurred by them for each set of keys which needs to be replaced plus an administrative charge of £20 plus VAT
- 2.31. It is the Tenants responsibility to verify entitlement for residential parking as run by the applicable Local Authority, for the avoidance of doubt, the granting of this Tenancy does not imply the right of the Tenant to obtain a Parking Permit

No Transfer of Tenancy

- 2.32. Not to assign this Agreement or share or underlet or part with or share possession or occupation of the Property or any part of it or any of the Contents

Access for Landlord's and Landlord's Agent

- 2.33. To permit the Landlord and the Agent with or without contractors and workmen and others (nominated by the Landlord) at all reasonable times and as often as may be necessary upon the Landlord giving to the Tenant reasonable notice (except in the case of emergency) to enter and examine the state and condition of the Property and to carry out any works which may be necessary to maintain the structure and fabric of the Property (or the building of which the Property forms part) The Landlord or the Agent may serve upon the Tenant notice in writing specifying any repairs or works necessary to be done and for which the Tenant is liable and if the Tenant shall not within ten days after the service of such notice proceed diligently with the execution of such repairs or works then to permit the Landlord or the Agent to enter upon the Property and execute such repairs and the costs shall be a debt due from the Tenant to the Landlord and be immediately recoverable by action
- 2.34. To permit the Landlord or the Agent during the last two months of the Tenancy and on reasonable notice to enter the Property during normal working hours (including Saturdays) together with any prospective tenants or purchasers to view the Property and in case it shall not be convenient for the Tenant to be at the Property at the time or any such viewing to make the keys available to the Agent so that such agent may escort prospective tenants or purchasers over the Property

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4

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ASSURED SHORTHOLD TENANCY AGREEMENT

- 2.35. If the Tenant or any agent appointed by the Tenant shall not keep any appointment made by the Landlord or the Agent to check the Inventory at the end of the Tenancy to pay the additional cost incurred in making and attending a second appointment to check the inventory

Landlord's Costs upon Tenant Default

- 2.36. To pay to the Landlord all reasonable legal and other costs and disbursements (and VAT where appropriate) incurred by the Landlord in enforcing or attempting to enforce (whether by legal process including correspondence or otherwise) the provisions of this Agreement including recovering rent or other monies payable under the provisions of this Agreement or recovering possession of the Property for any reason whatsoever or any other action arising out of any breach non-performance or non-observance by the Tenant of the provisions of this Agreement

At the end of the Tenancy

- 2.37. If the Tenants goods or any of them shall not have been removed fully from the Property at the end of the Tenancy (i) to pay to the Landlord damages at a rate equal to the rent then payable for the Property until the Tenant shall have removed all such goods and (ii) to pay the Landlord any additional expense incurred by the Landlord in checking the Inventory (which cannot be checked until all such goods have been removed)
- 2.38. To hand to the Landlord or the Agent all keys swipe cards or remote controls to the Property (as listed in the Inventory) including all window locks, burglar alarm keys and keys to any garage
- 2.39. In particular by the end of the Tenancy to clean all windows and wash all net curtains and to either clean or pay for the washing cleaning and ironing of all sheets linens blankets carpets upholstery curtains or similar articles where included in the letting and to leave the Property and Contents clean and to at least the same state as at the beginning of the Tenancy
- 2.40. To give up the Property with vacant possession and in accordance with all the Tenants obligations in this Tenancy Agreement
- 2.41. To pay for any additional copies of the inventory and check in report requested by and provided to the tenant
- 2.42. 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.
- 2.43. To provide a forwarding address for correspondence and the return of the Deposit, to the Landlord or Agent at the end of the tenancy. If a forwarding address is not provided the deposit holder will be unable to return the deposit.

LANDLORD'S OBLIGATIONS

- 3 THE LANDLORD agrees with the Tenant during the Tenancy Period as follows: -
- 3.1. To keep in good repair the exterior of the Property and to keep all sinks sanitary ware and heating equipment supplied by the Landlord in good working order (except repairs rendered necessary by the negligence of or misuse by the Tenant)
- 3.2. That the Tenant paying the rent and performing and observing all obligations on the Tenants part may quietly possess and enjoy the Property during the Tenancy Period without any interruption by the Landlord
- 3.3. To ensure that the Property and the Contents are fully insured against fire and such other risks as necessary
- 3.4. To maintain and keep in good repair all appliances forming part of the Contents except where the Tenant is liable for the cost of repair or maintenance
- 3.5. To have an annual safety report carried out by a Gas Safe registered engineer on any gas fires appliances or pipe work in the Property and to carry out any works required in order to keep these safe
- 3.6. To keep any electrical wiring or plugs and sockets in the Property safe and to maintain or replace any electrical equipment forming part of the Contents except where these become unsafe or damaged as a result of the Tenants damage misuse or neglect

PROVISOS

- 4 PROVIDED ALWAYS and it is hereby agreed as follow:-
- 4.1. If the Rent or any part of it (whether formally demanded or not) shall be unpaid for fourteen days after the day on which it is payable or in the event of any breach by the Tenant of any of the Tenants agreements or obligations then the Landlord may at any time thereafter re-enter and take possession of the Property together with the Contents

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subject to obtaining a Court Order to do so and then the Tenancy shall cease and be determined but without prejudice to any right of action of either party in respect of any breach of any of the agreements herein

- 4.2. In this Agreement words importing the masculine gender only shall include the feminine gender and words importing the singular number shall include the plural number and where there are two or more persons included from time to time in the expression "the Landlord" and "the Tenant" and "the Guarantor" covenants entered into or made or accepted by such persons shall be deemed to be contracted jointly and individually and to be performed accordingly
- 4.3. Any demand for payment or notice made upon or to be served on or given to the Tenant under this Agreement or under any statute shall unless the said statute otherwise requires be well and sufficiently made served or given if delivered by hand or sent by first class post registered letter post or the recorded delivery service to the Property or the Tenant at the Tenant's last known address and if so posted shall be deemed to be received or given to the Tenant 48 hours after posting
- 4.4. The Tenant shall pay to the Agent an administration fee of £175 + VAT upon the commencement of the Tenancy. Where there are more than two Tenant's entering into the Tenancy, an additional administration fee of £50 + VAT per person will be payable upon the commencement of the Tenancy. The Tenant and the Landlord shall each pay to the Agent an administration fee of £80 + VAT upon the commencement of any renewal to the Tenancy and which may be deducted from any Deposit, should it remain unpaid at the determination of the Tenancy.
- 4.5. If in whole or in part any term provision or obligation of this Agreement shall be held by a Court to be invalid void unenforceable or contrary to the Housing Act 1988 such decision shall not affect the nature of the Agreement as a whole or the validity of the remaining terms provisions or obligations of the Agreement which shall remain in full force and effect and shall in no way be affected impaired or invalidated
- 4.6. If the Property or any part of it shall at any time be destroyed or so damaged by any of the risks against which the Landlord shall have insured as to be unfit for occupation or use and the relevant policy of insurance effected by the Landlord shall not have been invalidated or payment of the policy monies refused in whole or in part in consequence of any act or default on the part of the Tenant then the Rent or a fair proportion of it according to the nature and extent of the damage sustained shall be suspended and cease to be payable until the Property shall again be rendered fit for occupation and use
- 4.7. If the Landlord and the Tenant do not agree on the fair proportion payable under subclause (4.6) either may at any time apply to an independent arbitrator to act as an expert in determining the dispute and whose decision (including its decision as to costs) shall be final and binding on both parties
- 4.8. All arrears of rent or other monies due to the Landlord will bear interest at 5% per annum over Barclays Bank Plc's base lending rate calculated on a daily basis from the day due until payment in full is made
- 4.9. The Tenant notes and acknowledges that for periods of time during and possibly after the fixed term of this Tenancy building works may occur to the exterior of the building of which the Property forms a part and that scaffolding will be erected around the Property. The Tenant acknowledges that the timing nature location and duration of such works and any scaffolding is completely outside the control of the Landlord or their agent. Accordingly the Tenant agrees and acknowledges that the Tenant will not at anytime during or after their occupation of the Property seek to argue or claim that the presence of such scaffolding or the related buildings works gives rise to any obligation or liability on the part of the Landlord or the Agent.
- 4.10 This Agreement is subject to the jurisdiction of the courts in England and Wales

DEPOSIT AND DILAPIDATIONS CLAIMS

5.1. Deductions may be made from the Deposit according to clause 5.6 below at the end or sooner determination of the tenancy.

5.2. A leaflet explaining how the Deposit is protected by the Housing Act 2004 will be provided to the Tenant by the person holding the Deposit being the Agent.

5.3. The Agent will register the Deposit with and provide other required information to the Tenancy Deposit Scheme within 30 days of the commencement of the Tenancy and provide proof to the Tenant of compliance. If the Agent fails to provide proof within 30 days the Tenant should take independent legal advice from a solicitor, Citizens Advice Bureau (CAB) or other housing advisory service.

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6

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--------------------------------	-----------------------------

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ASSURED SHORTHOLD TENANCY AGREEMENT

5.4. The procedure for instigating a dispute regarding deductions from the Deposit at the end of the Tenancy is explained in the Addendum to this Tenancy Agreement shown below. No deductions can be made from the Deposit without written consent from both parties to the Tenancy Agreement.

5.5. All interest earned will belong to the Agent

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

(i) Any damage, or compensation for damage, to the Property 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.

(ii) The reasonable costs incurred in compensating the Landlord for, or for rectifying or remedying any major breach by the Tenant of the Tenants obligations under the Tenancy agreement, including those relating to the cleaning of the Property, its fixtures and fittings.

(iii) Any unpaid accounts for utilities or water charges or environmental services or other similar services or Council Tax incurred at the Property for which the Tenant is liable.

(iv) 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.

(v) Any monies due to the Agent which the Tenant has been made aware (further details of which appear in the Tenant's Terms of Offer) and which remain unpaid after the end of the Tenancy being to fees incurred by the Tenant as a result of their actions or inactions or requests to the Agent

5.7. The Deposit is safeguarded by the Tenancy Deposit Scheme, which is administered by:

The Dispute Service Ltd
PO Box 1255
Hemel Hempstead
Hertfordshire
HP1 9GN

phone 0845 226 7837
email Deposits@tds.gb.com
fax 01442 253 193

5.8. At the end of the Tenancy:-

(i) The Agent must tell the Tenant within 10 working days of the end of the Tenancy if they propose to make any deductions from the Deposit

(ii) 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 or any balance of it will be made within 10 working days of the Landlord and the Tenant agreeing the allocation of the Deposit.

(iii) The Tenant should try to 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 20 working days* after the termination or earlier ending of the Tenancy and the Tenant vacating the Property. The period may not be reduced to less than 14 days. 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.

(iv) 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 the next sub-clause below) be submitted to the ICE for adjudication. All parties agree to co-operate with the adjudication.

(v) If the amount in dispute is over £5,000 the Landlord and the Tenant agree to submit to formal arbitration through the engagement of an arbitrator appointed by the ICE although, with the written agreement of both parties, the ICE may at his discretion accept the dispute for adjudication. The appointment of an arbitrator will incur an administration fee, to be fixed by

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7

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the Board of Directors of The Dispute Service Ltd from time to time, shared equally between the Landlord and the Tenant; the liability for any subsequent costs will be dependent upon the award made by the arbitrator.

(vi) The statutory rights of the Landlord and the Tenant to take legal action through the County Court remain unaffected by sub-clauses 5.8 (i-v) above.

(vii) Any monies due to the Agent which the Tenant has been made aware (further details of which appear in the Tenant's Terms of Offer) and which remain unpaid after the end of the Tenancy being to fees incurred by the Tenant as a result of their actions or inactions or requests to the Agent

5.9. In the event that the Tenant shall be more than one person the receipt of any one person included in the Tenancy shall be sufficient discharge for the Agent and the Landlord for the return of any monies or any part of the Deposit

* These time scales can be changed by agreement with the tenant in individual cases or by the contract used as standard by the Agent

GUARANTEE

6 In consideration of the Landlord granting this Tenancy the Guarantor hereby (jointly and individually) undertake(s) and agrees with the Landlord as follows:-

6.1. That the Tenant shall pay the rent reserved by this Agreement on the days specified and shall perform and observe all the Tenants agreements and obligations contained in it for the whole period of the Tenancy

6.2. That in the case of default in the payment of such rents or in the performance or observance of such obligations the Guarantor shall pay and make good to the Landlord on demand all such rents losses damages costs and expenses thereby arising or incurred including all costs of any claim against the Tenant and/or the Guarantor

6.3. **PROVIDED THAT** no variation of the terms of this Agreement nor any neglect or delay by the Landlord in endeavouring to obtain payment of the rents reserved by this Agreement when due or to enforce performance or observance of the Tenants obligations nor any time for payment which may be given to the Tenant by the Landlord nor any surrender of this Tenancy shall release or exonerate or in any way affect the liability of the Guarantor under this clause

6.4. This guarantee and the obligations under it by the Guarantor to pay the Rent specified or other monies properly due if the Tenant defaults will extend to any period under which the Tenant remains in occupation of the Property following expiry of the contractual Tenancy Period

NOTICES

7 The Landlord gives the following Notices to the Tenant

(i) The Landlord gives notice to the Tenant under Section 48(1) of the Landlord and Tenant Act 1987 that notices (including notices in proceedings) may be served on the Landlord at the address for the Landlord stated in the Tenancy Agreement or alternatively at the offices of the Agent as stated in the Tenancy Agreement

(ii) The Landlord further gives notice to the Tenant that the Landlord may be entitled to possession of the Property 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)

DATA PROTECTION ACT 1998

8. The Tenant hereby consents to the Landlord and the Agent processing data including any information or personal details on or of the Tenant as defined by the Data Protection Act 1998. This includes an agreement by the Tenant that the Landlord or the Agent may provide the Tenant's name and address and other contact details to third parties including but not limited to referencing companies, utility providers, the Local Authority and the appropriate Tenancy Deposit Scheme provider

THE CONSUMER PROTECTION (DISTANCE SELLING) REGULATIONS 2000

9. The parties hereby declare that under Regulation 8(3) of the above Regulations the right to cancel this Tenancy Agreement and any guarantee afforded to the Tenant or any guarantor by the above Regulations does not apply and accordingly there is no right on the part of the Tenant to cancel this Tenancy Agreement or the guarantor to cancel the guarantee contained in it once the Tenancy Agreement has been exchanged and completed between the parties and the Tenant has taken occupation of the Property

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8

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Initials	Initials

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SPECIALLY NEGOTIATED CLAUSES

10. It is further agreed between the Landlord and Tenant that the Landlord will arrange for an Independent Inventory Clerk to carry out an Inventory on the property. Furthermore it is agreed that the Landlord will pay for the cost of the Make and Check In at the commencement of the Tenancy and the Tenant will bear the cost of the Check Out at the end of the Tenancy.
- 10.1. It is further agreed between the Landlord and Tenant that the Landlord will have The Property professionally cleaned, including carpets, all coverings, cupboards and windows at his own expense prior to the commencement of the Tenancy and the Tenant will do the same at the end or sooner determination of the Tenancy at their own expense.
- 10.2. It is further agreed that the Landlord will check the sash windows to make sure they close properly in the reception and bedroom prior to the commencement of the Tenancy.
- 10.3. It is further agreed that the Landlord will arrange for the hole in the skirting behind the entry door to be filled prior to the commencement of the tenancy.
- 10.4. The Landlord agrees that the Tenant has the right to terminate the Tenancy on 16 May 2013 or a later date by giving a minimum of two calendar months prior notice in writing to the Landlord or the Agent. When the notice period expires the Agreement shall cease. This does not affect the right of either the Landlord or the Tenant to pursue their legal remedies against the other for any existing breach of any rights under the Agreement.

SIGNED by the Landlord/Tenants

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Initials	Initials

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ADDENDUM

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.

1 Address of the Property to which the Tenancy relates

**First Floor Flat
10 Wrights Lane
Kensington
London
W8 6TA**

Details of the Deposit holder

2 Name Chesterton Humberts
3 Actual address 62 Kensington Church Street, London, W8 4DB
4 E mail address
5 Telephone number 020 3040 8446
6 Fax number

Details of Tenants

7 Names

Miss Yasemin Senem Isik

Mr Nicola De Caro

8 Address for contact after the Tenancy ends

9 E mail address
nicola.de.caro@gmail.com

10 Mobile number
07508312826

11 Fax number(s)

Please provide the details requested in 7-11 for each Tenant and for other relevant persons (i.e. agent, guarantor paying the Deposit etc)

The Deposit

12 The Deposit is £2,130.00 (Two Thousand One Hundred and Thirty Pounds)

13 The holder of the Deposit will register the Deposit with and provide other required information to the Tenancy Deposit Scheme within 30 days of the commencement of the Tenancy or the taking of the Deposit whichever is earlier and provide proof to the Tenant of compliance. If the holder of the Deposit fails to provide proof within 30 days the Tenant should take independent legal advice from a solicitor, Citizens Advice Bureau (CAB) or other housing advisory service.

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10

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14 A leaflet entitled *What is the Tenancy Deposit Scheme?*, explaining how the Deposit is protected by the Housing Act 2004, is attached to this document for the Tenant by the person holding the Deposit being Chesterton Humberts.

At the end of the Tenancy

15 The Deposit will be released following the procedures set out in clauses 5.1 to 5.9 of the Tenancy Agreement attached.

16 Deductions may be made from the Deposit according to clauses 5.1 to 5.9 of the Tenancy Agreement attached. No deductions can be made from the Deposit without written consent from both parties to the Tenancy Agreement.

17 The procedure for instigating a dispute regarding deductions from the Deposit at the end of the Tenancy is summarised in *What is the Tenancy Deposit Scheme?*, which is attached to this document. More detailed information is available on: www.thedisputeservice.co.uk

18 TDS are specifically excluded under Statutory Instrument from adjudicating where, despite making reasonable efforts to do so, the Landlord or the Agent are unable to contact the Tenant, or the Tenant is unable to contact the Landlord or the Agent. Under these circumstances, the Member must do the following:

- make every practical effort, over a reasonable period of time but for no longer than it would take for the ICE to resolve a dispute, to contact the (ex)-Tenant/Landlord using information readily available.
- determine dilapidations, rent arrears and any other prospective deductions from the Deposit as they would normally do
- allocate the Deposit, pay the party who is present as appropriate, and transfer the amount due to the absent Tenant/Landlord to a suitably designated Client Suspense (bank) Account.

19 A formal record of these activities should be made, supported by appropriate documentation.

20 Following sufficient time (usually at least six years) having elapsed from last contact from the absent Tenant/Landlord the Member may then donate the amount allocated to them to a suitable registered charity – subject to an undertaking that any valid claim subsequently received by the Member from the beneficial or legal owner would be immediately met by the Member from its own resources.

21 Should the absent Tenant/Landlord return within that period and seek to dispute the allocation of the Deposit, the ICE may offer to adjudicate.

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

Signed by the Tenants/Landlord

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The Deposit is safeguarded by the Tenancy Deposit Scheme, which is administered by:

The Dispute Service Ltd

PO Box 1255

Hemel Hempstead

Herts

HP1 9GN

phone 0845 226 7837

web www.thedisputeservice.co.uk

email Deposits@tds.gb.com

fax 01442 253193

The Dispute Service Ltd also offers a service for enabling a dispute relating to the Deposit to be resolved without having to go to court.

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What is the Tenancy Deposit Scheme? For landlords and tenants

4th Edition
April 2012



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Initials	Initials

ASSURED SHORTHOLD TENANCY AGREEMENT

About The Dispute Service

The Dispute Service is an independent, not-for-profit company set up in 2003 to resolve complaints and disputes about tenants' deposits in the private rented sector – speedily, cost-effectively and fairly. We operate the Tenancy Deposit Scheme, which is one of the three approved tenancy deposit protection schemes.

What is the Tenancy Deposit Scheme?

The Tenancy Deposit Scheme (TDS) protects the deposits that tenants give to private landlords. It also offers a way of resolving disputes about returning those deposits.

Tenancy deposit protection schemes apply to all assured shorthold tenancies that started on or after 6 April 2007 in England and Wales where the annual rent does not exceed £100,000 a year.

Under the Tenancy Deposit Scheme:

- deposits will be protected during the tenancy;
- the person or organization holding the deposit must return it to the tenant promptly at the end of the tenancy, provided there is no dispute about returning it;
- any dispute about returning the deposit will be dealt with fairly by the Independent Case Examiner;
- the Independent Case Examiner will decide the dispute quickly, and the deposit will be paid out without unnecessary delay.

Tenants can check if their deposit is registered with the Tenancy Deposit Scheme by visiting www.tds.gb.com and going to the **Is my Deposit Registered?** page. Tenants enter their unique tenancy code or their surname, the amount of the deposit, the tenancy postcode, and the date their tenancy started.

What are the legal requirements?

The Housing Act 2004 states that any landlord or agent who takes a deposit from a tenant for an assured shorthold tenancy must put it in an approved tenancy deposit protection scheme. Landlords or agents who fail to do this within 30 days of receiving the deposit can be fined up to three times the value of the deposit as a result of court action. They also cannot serve a Section 21 notice to end a tenancy and regain possession of the property until:

- the deposit has been repaid; or
- legal proceedings for failing to protect the deposit have ended.

The Housing Act also states that:

- the tenant must be told which tenancy deposit protection scheme their deposit is held in;
- the deposit must be in money;
- landlords who do not give the tenant the information they are required to under the law about protecting their deposit will not be able to issue the tenant with a Section 21 notice;
- the landlord or agent must give the deposit to the scheme operators when asked to do so;
- each scheme must have procedures for resolving disputes without legal action (using 'alternative dispute resolution'), but the parties can go to court if they prefer.

2

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14

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If there is no dispute, the deposit holder must return the undisputed deposit amount to the tenant within 10 days of being asked to repay it.

The Act allows for deposits to be held in:

- a custodial scheme – the money is held by an independent third party outside the landlord's control;
- an insurance-based scheme – the money is held by the landlord or their agent, provided they have suitable insurance arrangements.

Each tenancy deposit protection scheme has its own rules. The rules for TDS are set out in the following documents:

- **The Tenancy Deposit Scheme for Lettings Agents and Corporate Landlords: Membership Rules**
- **The Tenancy Deposit Scheme for Landlords: Membership Rules**
- **The Tenancy Deposit Scheme Rules for the Independent Resolution of Tenancy Deposit Disputes**

You can view these documents at www.tds.eb.com

Who can join the Tenancy Deposit Scheme?

The Tenancy Deposit Scheme is open to landlords and regulated letting agents offering residential property for rent. They will be asked to provide relevant information – as set out in the TDS rules – to determine if they can be accepted as members, and what their subscription will be. Landlords and letting agents who wish to join must be members of one of the approved bodies mentioned below.

What is an approved body?

An approved body is any professional body, accreditation scheme or trade association that TDS has approved to give their members a streamlined application process and a reduced subscription. Approved bodies are also expected to take appropriate disciplinary action against their members who fail to comply with the TDS rules. The following are all approved bodies: The Association of Residential Letting Agents, Royal Institution of Chartered Surveyors, the National Association of Estate Agents, the National Approved Lettings Scheme and the Law Society.

How are deposits held and protected?

Normally, the tenant and the landlord decide together where the deposit will be held, helped by any letting agent who is involved. The deposit-holder must be a member of the Tenancy Deposit Scheme. If there is a dispute about the deposit, the landlord or letting agent can try to resolve it. If that fails, any of the parties – landlord, agent or tenant – can take the dispute to the Independent Case Examiner, who will:

- appoint an adjudicator to help consider the evidence provided by the landlord, agent or tenant; and
- aim to issue a decision within 28 days of receiving all the necessary papers.

3

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15

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If there is a dispute, what happens to the deposit?

The member should send the disputed deposit amount to TDS. After the Independent Case Examiner has considered the matter, TDS will make a payment to the tenant according to the Independent Case Examiner's instructions.

If the member does not send the disputed deposit amount to TDS, TDS will take legal action to recover it. TDS has a special cash fund that enables the Independent Case Examiner to continue an adjudication in these circumstances. If the member cannot pay what the Independent Case Examiner requires, for example because it has become insolvent, TDS will pay instead and make a claim to its insurers.

How are disputes resolved?

- The tenant has 20 working days to tell the member that they wish to dispute their proposed allocation of the deposit, and the member has 10 working days to resolve it.
- If the dispute is not resolved, the parties decide if they want to go to court, or to have the Independent Case Examiner deal with it. This is what most people prefer. Either way, the disputed deposit must be sent to TDS.
- The party who wishes to put the dispute to TDS must use the **Notification of a Deposit Dispute** form to state the details of the dispute, and provide any relevant supporting documents.
- Whoever is holding the deposit must send the disputed amount to TDS.
- The Independent Case Examiner, working alongside TDS, will copy the details of the dispute to the other parties, giving them 10 working days to send in their side of the story.
- The Independent Case Examiner will appoint an adjudicator to help it issue a decision within 28 days of receiving all the necessary paperwork.
- The disputed amount will be paid out according to the Independent Case Examiner's decision within a further 10 working days.

Why is it better to resolve a dispute through the Independent Case Examiner than going to court?

Deposit disputes need to be resolved quickly and cheaply. Tenants usually need the money as a deposit on their next property, and landlords need to know how much will be available to spend on things like redecoration, damage or repairs. Going to court takes time and can be expensive and stressful.

The Independent Case Examiner's successful adjudication process is based on an expert assessment of documentary evidence (which can also include photographs and video).

Do all landlords and agents have to join TDS?

No. They can join one of the two other tenancy deposit protection schemes: The Deposit Protection Service and MyDeposits.

4

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16

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How much does it cost to join TDS?

You can find the current subscriptions for agents and landlords on the TDS website. Agents can recharge the subscription to landlords.

Provisional subscriptions for corporate landlords are available on application.

Where members submit data in hard copy to be entered on the tenancy database, there will be a charge for each document submitted. The data will not be entered until the fee has been paid.

There is normally no further charge for resolving disputes, which is free to tenants.

Management of TDS

TDS is overseen by a Board, which is responsible for the operation and financing of the business. The Board does not have any role in resolving disputes.

ASSURED SHORTHOLD TENANCY AGREEMENT

Contact details

Tenancy Deposit Scheme
PO Box 1255
Hemel Hempstead
Herts HP1 9GN
Tel: 0845 226 7837
Fax: 01442 253 193
Email: deposits@tds.gb.com
Web: www.tds.gb.com

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6

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18

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