

**Date: 4 August 2015**

**Jason Douglas Davies**

**and**

**Daniel George Levy**

**Benjamin David Goldburn**

**Assured shorthold tenancy agreement**

# Assured shorthold tenancy agreement

**This Agreement** is made on 4 August 2015 between:

Jason Douglas Davies of 23 Southbury Court Road, Harrow, London, HA1 4TY ('the Landlord')  
and

Daniel George Levy of Flat 14, Seafarers House, 36 Gloucester Road, London, NW6 7GF and  
Benjamin David Goldburn of Flat 14, Seafarers House, 36 Gloucester Road, London, NW6 7GF ('the Tenants')

This Agreement is an Assured Shorthold Tenancy and the provisions for the recovery of possession in Section 21 of the Housing Act 1988 as amended by the Housing Act 1996 apply.

**It is agreed** between the parties as follows:

## 1. Definitions

In this Agreement the following words and expressions shall, where the context so admits, have the following meanings:

'Agreement' means this agreement.

'the Deposit' means the returnable sum payable once this Agreement has been executed, to cover any possible loss or damage.

'the Furniture' means the furniture and fittings listed in the inventory attached to this Agreement, and signed by the parties.

'the Premises' means the property known as 38 Warwick Road, Hampstead, London, NW3 6YG and the expression includes any improvements or additions made to the property by the Landlord.

'the Term' means 12 months commencing on 1 September 2015.

## 2. The letting

2.1. The Landlord lets and the Tenants take the Premises, together with the Furniture, for the Term.

## 3. The rent

3.1. The Tenants shall pay in advance without deduction, every month, the rent of £1,450.00 (or other rent as agreed by the parties or determined by a Rent Assessment Committee) on the last Friday of each month, the first payment to be made on 25 September 2015.

3.2. The rent shall be paid by direct debit into the Landlord's bank account.

## 4. The Deposit

4.1. The Tenants shall pay to the Landlord the Deposit in the sum of £2,300.00 as security against default by the Tenants of their responsibilities under this Agreement. The Landlord may use the Deposit in paying arrears of rent, or paying the cost of making good any failure by the Tenants in performing the obligations under this Agreement.

4.2. The Deposit will be held under the custodial deposit protection scheme operated by The Deposit Protection Service of The Pavilions, Bridgwater Road, Bristol, BS99 6AA (Tel: 0844 4727 000) (Website: depositprotection.com). The Landlord will supply the Tenants with the tenancy deposit prescribed information within 30 days of the signing of this Agreement.

4.3. The statutory rights of the Landlord and the Tenants to take legal action in relation to the Deposit through the county courts remain unaffected by any provision of this agreement.

## 5. Tenants' covenants

5.1. The Tenants agree with the Landlord as follows:

- 5.1.1. To pay the rent.
- 5.1.2. To pay any reasonable charges or other costs incurred by the Landlord if any cheque provided by the Tenants is dishonoured or if any Standing Order or Direct Debit is withdrawn.
- 5.1.3. To pay all charges for water, gas, electricity, telephone charges, council tax, television licence and all other rates, duties, assessments and outgoings in respect of the Premises.
  - 5.1.3.1. To notify the suppliers of gas, water, electricity, other fuel and telephone services to the Premises that this Tenancy has started.
  - 5.1.3.2. To apply for the accounts for the provision of those services to be put into the name(s) of the Tenants.
  - 5.1.3.3. Not to tamper, interfere with, alter, or add to, the installations or meters relating to the supply of such services to the Premises. This includes the installation of any pre-payment meter.
  - 5.1.3.4. To inform the Landlord of any change of telephone number within a reasonable time of the Tenants being given the new number.
  - 5.1.3.5. To inform the Landlord within a reasonable time of a utility being transferred to a new supplier.
  - 5.1.3.6. To provide the name, address and account number of the new supplier within a reasonable time of transfer.
  - 5.1.3.7. To pay any costs incurred by the Landlord in transferring the account back to the original supplier at the end of the Tenancy.
  - 5.1.3.8. To pay to the Landlord all costs incurred in the re-connection of any service (including any arrears of payment) following disconnection of any service whether caused by the Tenants' failure to comply with clause 5.1.3 or by anything done or not done by the Tenants.
  - 5.1.3.9. To arrange for the reading of the gas, electricity and water meter, if applicable, at the end of the Tenancy and the departure of the Tenants from the Premises.
  - 5.1.3.10. To pay all outstanding accounts with the utility service providers during and at the end of the Tenancy.
  - 5.1.3.11. To permit the Landlord at the termination or earlier ending of the Tenancy to give the forwarding address of the Tenants to the suppliers of the service providers set out in clause 5.1.3 and to the local authority.
- 5.1.4. To keep the Furniture in a clean and proper condition and not to remove it from the Premises and to deliver the Premises and the Furniture in a clean and proper condition.
- 5.1.5. To pay the costs of repair or replacement of any Furniture damaged during this Agreement (reasonable wear excepted).
- 5.1.6. To leave the Furniture at the end of the Tenancy in the same places in which they were positioned at the commencement of the Tenancy.
- 5.1.7. Not to damage or make any additions or alterations or interfere with any part of the Premises or Furniture.
- 5.1.8. To keep the interior of the Premises in a good state of repair and condition, clean and properly maintained, including the doors, window frames and glass in windows, doors and skylights and shall replace all broken glass, light bulbs and fuses. The Tenants shall carry out in the Premises all works of repair that are not the responsibility of the Landlord under this Agreement or by statute.
  - 5.1.8.1. The Tenants shall give notice to the Landlord as soon as is reasonably practicable of any disrepair or damage to the Premises or any notice or order the Tenants receive from a local or statutory authority in respect of the Premises.
- 5.1.9. Not to paint, decorate or make any alterations to the decorations of any part of the Premises without obtaining the Landlord's permission in writing.

- 5.1.10. To indemnify the Landlord against any actions, proceedings, claims or charges which may arise in any way through the Tenants' occupation or use of the property or through any failure by the Tenants to observe the terms of this Agreement.
- 5.1.11. The Premises are let on the condition that they are occupied by no more than 4 occupiers including children unless those occupiers form a single family group.
  - 5.1.11.1. If the Tenants wish to have more than 4 occupiers from more than one family group within the Premises the Tenants must obtain the Landlord's written consent. If there are more than 4 occupiers not in a single family group residing in the Premises without the Landlord's consent then the Landlord will seek a Court Order for possession of the Premises as the Landlord may be in breach of the Landlord's statutory obligations.
- 5.1.12. To allow the Landlord and/or the Landlord's agents, upon prior notice (except in the case of emergency) to enter the Premises at any reasonable time during the daytime, for the purposes of examining the state and condition of the Premises or Furniture.
- 5.1.13. To allow the Landlord and/or the Landlord's agents, upon prior notice, to enter the Premises at any reasonable time during the day or night to show the Premises to future tenants.
- 5.1.14. Not to allow the Premises to be used for the purpose of carrying on any trade, business or profession, or use the Premises for any purpose other than as a private dwelling house.
- 5.1.15. Not to allow anything to be done on the Premises which is or may become a nuisance or cause a disturbance to the Landlord or owners or occupiers of any adjoining property.
  - 5.1.15.1. The Tenants shall give notice to the Landlord as soon as is reasonably practicable of any act or encroachment by any person that might adversely affect the Landlord's interest in the Premises.
- 5.1.16. To ensure that nothing is done which may render void or voidable any insurance policy or which may cause an increased premium to be payable under any insurance policy.
- 5.1.17. To pay any additional insurance premium incurred by the Landlord by reason of any act or default by the Tenants.
- 5.1.18. To fasten all locks and bolts on the doors and windows when the Premises are empty and at night.
- 5.1.19. To set the burglar alarm (if applicable) when the Premises are vacant.
- 5.1.20. To pay any call-out charges or other charges incurred by the Landlord where the Tenants, the Tenants' family or visitors has accidentally or negligently set off the burglar alarm.
- 5.1.21. Not to install or change any locks in the Premises without the prior consent of the Landlord, which will not be unreasonably withheld, except in an emergency.
- 5.1.22. Not to have any further keys cut for the locks to the Premises without notifying the Landlord of the number of additional keys cut.
- 5.1.23. To return all keys, including any additional keys, remote controls, or security devices to the Landlord at the end of the tenancy.
- 5.1.24. To pay for the cost of replacement remote controls or other security devices that have been lost or not returned at the end of the tenancy.
- 5.1.25. To park private vehicle(s) only at the Premises.
- 5.1.26. To park in the space or spaces allocated to the Premises, if the Tenants are allocated a car parking space or spaces.
- 5.1.27. To park in the garage or the driveway to the Premises if applicable.
- 5.1.28. To keep any garage, driveway, or parking space free of oil and to pay for the removal and cleaning of any spillage caused by a vehicle of the Tenants, the Tenants' family or visitors.
- 5.1.29. To remove all vehicles belonging to the Tenants, the Tenants' family or visitors at the end of the Tenancy.

- 5.1.30. Not to park any vehicle at the Premises that is not in road worthy condition and fully taxed.
- 5.1.31. Not to assign, underlet, sublet or part with possession of the Premises or any part of the Premises.
- 5.1.32. Not to use or permit the Premises to be used for any improper, immoral or illegal purpose.
- 5.1.33. Not to use or consume or allow to be used or consumed any drugs or any other substance which is, or becomes, prohibited or restricted by law other than according to any conditions required for the legal use of such restricted substances.
- 5.1.34. Not to keep any animal or bird (including fish or reptiles) on the Premises.
- 5.1.35. To place all rubbish in a plastic bin liner and put it in the outside bin provided by the Landlord and not to leave any rubbish elsewhere on the Landlord's or any neighbouring Premises.
- 5.1.36. To remove or pay for the removal of all rubbish from the Premises, during and at the end of the tenancy.
- 5.1.37. To dispose of all refuse through the services provided by the local authority and comply with all the refuse recycling requirements of the local authority.
- 5.1.38. Not to use any oil or paraffin heater or lamp in the Premises or such other lamp or heater which constitutes a fire hazard.
- 5.1.39. To clean the windows internally at least once every four weeks.
- 5.1.40. Not to leave the Premises unoccupied for more than fourteen days without prior written permission of the Landlord.
- 5.1.41. To keep the garden (if any) in a neat and cultivated manner.
- 5.1.42. Not to place or erect any aerial, satellite dish, notice, cable equipment, advertisement, sign or board on or in the Premises without the prior consent of the Landlord which will not be unreasonably withheld.
- 5.1.43. To pay all the costs of installation, removal and repair of any damage done if consent is granted or due to a breach of clause 5.1.42.
- 5.1.44. Not to smoke or permit any person to smoke within the Premises.
- 5.1.45. To forward any notice order or proposal affecting the Premises or its boundaries to the Landlord within a reasonable time of receipt of any notice, order, or proposal.
- 5.1.46. To forward all correspondence addressed to the Landlord at the Premises to the Landlord within a reasonable time.
- 5.1.47. To pay on an indemnity basis all legal or surveyors' or other costs and fees incurred by the Landlord:
  - 5.1.47.1. As a result of any breach by the Tenants of this Agreement.
  - 5.1.47.2. In the preparation and service of a schedule of dilapidations during or after the termination of this Agreement.
  - 5.1.47.3. In connection with the recovery of arrears of rent due under this Agreement.
  - 5.1.47.4. Due to any uncleared cheque or standing order or direct debit.
- 5.1.48. If any rent or any other sum payable under this Agreement is due from the Tenants and remains unpaid for more than 14 days after the due date (whether or not formally demanded), to pay interest on any sum outstanding at the rate of 4% above the base rate for the time being of Santander Bank from the due date until the date of payment. The interest shall be treated as further rent due to the Landlord.
- 5.1.49. The Tenants shall pay and indemnify the Landlord against and/or reimburse to the Landlord any VAT or tax of a similar nature that may be or become chargeable in respect of any payment made by the Tenants under this Agreement, or any payment made by the Landlord for which the Tenants must reimburse the Landlord under this Agreement.

## 6. Jointly and severally

The Tenants agree that they are jointly and severally liable for the rent and all charges for water, gas, electricity, telephone charges, council tax and all other rates, duties, assessments and outgoings in respect of the Premises (including but not limited to those set out in clause 5.1), no matter what their individual status and level of responsibility is for the payments between themselves.

## 7. Forfeiture

- 7.1. The Landlord may re-enter the Premises and terminate the tenancy if:
- 7.1.1. any of the rent or any other money due by the Tenants to the Landlord is not paid for a period of 14 days from the date on which it was due (whether or not formally demanded);
  - 7.1.2. there is a breach of any of the terms of this Agreement;
  - 7.1.3. any of the Tenants becomes a bankrupt;
  - 7.1.4. any of the Tenants makes any arrangement with his or her creditors or suffers any distress or execution to be levied on any of his or her goods.
- 7.2. If the Landlord re-enters the Premises the Landlord may pursue the other rights and remedies available to the Landlord under this Agreement.

## 8. Landlord's covenants

The Landlord agrees with the Tenants as follows:

- 8.1. The Tenants shall have quiet enjoyment of the Premises without any interruption or disturbance from or by the Landlord or any person claiming under or in trust for the Landlord or by title paramount.
- 8.2. If the Premises (or any part of it) are destroyed or rendered uninhabitable by any risk against which it is insured then:
  - 8.2.1. the rent (or a fair proportion of it according to the nature and extent of the damage) shall be suspended and shall cease to be payable until the Premises are again fit for habitation and use; and
  - 8.2.2. if the rent for the period of suspension has been paid in advance the Landlord shall repay it, or a fair proportion of it, to the Tenants.
- 8.3. Clause 8.2 of this Agreement shall not apply if the insurance policy effected by the Landlord has been vitiated or payment of the policy money is refused in whole or in part due to any act or default of the Tenants.
- 8.4. To keep the structure and exterior of the Premises including pipes, sewers, drains, mains, ducts, conduits, gutters, wires, cables, channels, flues and other conducting media within and serving the Premises in repair.
- 8.5. To keep the interior of the Premises and all water, drainage and sanitary equipment in good and tenable repair, decoration and condition.
- 8.6. To keep all electrical, gas, central heating and other appliances supplied by the Landlord in full working order and in good and tenable repair.
  - 8.6.1. To have any gas installation in the Premises tested each year in accordance with the Gas Safety (Installation and Use) Regulations 1998, and produce to the Tenants, if requested to do so, the gas safety certificate for the Premises.
- 8.7. In association with the Deposit Protection Service, to return to the Tenants such amount as remains of the Deposit within a reasonable time after the termination of the tenancy and the vacation of the Premises by the Tenants. Any interest earned on the Deposit during the tenancy shall belong to the Landlord. The Deposit shall be repayable to the Tenants only after the termination of this Agreement and after deduction of any sums required to compensate the Landlord whether wholly or in part of any breach of any obligation by the Tenants. The final amount of the Deposit to be returned shall be agreed between the Landlord and Tenants and repayment of the agreed sum made within 10 days of the parties agreeing the amount of the deposit to be returned. In the event of a dispute arising between the Landlord and the Tenants in

respect of the return of the Deposit both parties agree to enter into any alternative dispute resolution offered by the relevant administrator of the Deposit Protection Service.

## **9. Payments for a period of unauthorised occupation**

- 9.1. In this clause a period of unauthorised occupation means any period (including any day or part of a day) outside the Term during which:
- 9.1.1. The Tenants or anyone under their control remains in occupation of the Premises or leaves any effects or property in the Premises other than small items left accidentally that can easily and cheaply be removed; or
- 9.1.2. The keys to the Premises have not been returned to the Landlord unless as a result of accident or serious illness to the Tenants or any of them.
- 9.2. For any period of unauthorised occupation as defined in clause 9.1 the Tenants shall pay the Landlord liquidated damages at a rate equivalent to the rent (as defined in clause 3) that would have been payable for the Premises for that period plus interest on the said liquidated damages at the rate of 4% above the base rate for the time being of Santander Bank from the due date until the date of payment.

## **10. Service of notices on the Landlord**

Pursuant to section 48 of the Landlord and Tenant Act 1987, all notices (including notices in court proceedings) must be served on the Landlord by the Tenants at the following address (which must be in England or Wales) and shall be deemed to have been served at the expiration of the Notice Period set out in clause 19:

- 10.1. 23 Southbury Court Road, Harrow, London, HA1 4TY

## **11. Break clause**

The Landlord shall have the right to terminate this Agreement with effect from the date that is 6 months after 1 September 2015, or with effect from any date thereafter, provided that the Landlord shall have given the Tenants not less than 2 months' prior written notice that the Term is to end on that date (the Break Date). The Term shall then end on the Break Date without prejudice to the rights of the Landlord in respect of any outstanding rent or other amount due or other breach of the terms of this Agreement occurring before the Break Date.

## **12. Rights and easements and covenants relating to adjoining property**

- 12.1. For the avoidance of doubt, the operation of the Law of Property Act 1925 section 62 is excluded from this Agreement and the only rights granted to the Tenants are those expressly set out in this Agreement.
- 12.2. The Tenants are not entitled to the benefit of any covenant, agreement or condition entered into by any tenants of the Landlord in respect of any adjoining property of the Landlord, or the right to enforce or prevent the release or modification of any such covenant, agreement or condition.

## **13. Effect of waiver**

- 13.1. The provisions of clause 5.1 shall remain in full force both in law and in equity against the Tenants even if the Landlord waives or releases the Tenants from any of the covenants on any occasion or waives or releases any similar covenants affecting any adjoining property belonging to the Landlord.

## **14. Contracts (Rights of Third Parties) Act 1999**

- 14.1. This Agreement shall not operate to confer any rights on any third party and no person other than the parties to it may enforce any provision of this Agreement by virtue of the Contracts (Rights of Third Parties) Act 1999.

## **15. Entire Agreement**

- 15.1. The Landlord and the Tenants acknowledge that this Agreement contains the whole agreement between them and neither has relied upon any oral or written representations made by the other.

**16. Severance**

- 16.1. If any term of this Agreement is, in whole or in part, held to be illegal or unenforceable to any extent under any enactment or rule of law, that term or part shall to the extent be deemed not to form part of this Agreement and the enforceability of the remainder of this Agreement shall not be affected.

**17. Jurisdiction**

- 17.1. The parties agree that this Agreement shall be exclusively governed by and construed in accordance with the laws of England and Wales and will submit to the exclusive jurisdiction of the English Courts.

**18. Counterparts**

- 18.1. This Agreement may be executed in counterparts all of which together shall constitute one and the same instrument and all counterparts shall be deemed to be originals.

SAMPLE



**19. Notice**

19.1. If any notice is required or authorised to be given by the Landlord to the Tenants or by the Tenants to the Landlord it shall operate and be deemed to have been served at the expiration of the notice period as set out under Rule 6.7 of the Civil Procedure Rules 1998 which, for clarity, are set out in the following table. All words and expressions used shall, where the context so admits, have the meanings set out in the said Civil Procedure Rules:

First class post (or an alternative service which provides for delivery on next business day)	The second day after it was posted
Second class post	The fourth business day after the date of posting, unless the contrary is shown
Document Exchange	The second day after it was left at the document exchange
Delivering the document to or leaving it at a permitted address	The day after it was delivered to or left at the permitted address
Personal service	The day it was served. If a document is served personally after 5pm on a business day or at any time on a Saturday, Sunday or Bank Holiday it will be treated as served the next day.
Fax	If it is transmitted on a business day before 4pm, on that day, or in any other case, on the day after the day on which it is transmitted.
Other electronic method	The second day after the day on which it is transmitted

**Signed and witnessed as follows** on the above-named date

Signed by Daniel George Levy

\_\_\_\_\_  
The Tenant

Signed by Benjamin David Goldburn

\_\_\_\_\_  
The Tenant

In the presence of:

Name of witness: \_\_\_\_\_

Address of witness:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Occupation of witness:

\_\_\_\_\_

Signature of witness:

\_\_\_\_\_

SAMPLE

Signed by Jason Douglas Davies

\_\_\_\_\_  
the Landlord

In the presence of:

Name of witness:

\_\_\_\_\_

Address of witness:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Occupation of witness:

\_\_\_\_\_

Signature of witness:

\_\_\_\_\_

SAMPLE

## Inventory of furniture and other items included in the let including condition

<b>Quantity</b>	<b>Description of item</b>	<b>Condition</b>
4	Chairs	Good condition, no marks
1	Dining room table	Good condition, no marks
1	Sofa	Generally good condition, some scuff marks
2	Single bed	Good condition, no marks

Signed by Daniel George Levy

\_\_\_\_\_  
The Tenant

Signed by Benjamin David Goldburn

\_\_\_\_\_  
The Tenant

Signed by Jason Douglas Davies

\_\_\_\_\_  
The Landlord

SAMPLE