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RESIDENTIAL LETTING OF AN ASSURED SHORTHOLD TENANCY
UNDER PART 1 OF THE HOUSING ACT 1988 AS AMENDED 1996

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TENANCY AGREEMENT

Binding Date	**30 Sep 2025**
The Landlord ***Of***	**Londonist International Management LTD** 5 Great James Street, London, WC1N 3DB
The Tenant ***Of*** ***Of***	**Mrs Madaleiny Perez** **Efrain Feliz Meriguete**
Lead Tenant	**Mrs Madaleiny Perez** has been nominated as the first point of contact between Tenants, Landlord and Agent in relation to the Cash Deposit held for this Tenancy (see below) and also the person to whom the cash deposit should be paid to at the end of the Tenancy. (See Clause 5)

Whereby It Is Agreed Between The Above Parties that the Landlord lets and the Tenant takes for the Term and Rent and under the conditions outlined in this Agreement to which all parties agree to be bound:

(i) all those premises ("the property") comprising one dwelling unit together with all means of access thereto save for any Exclusions as specified in Clause 8 of this Agreement and
(ii) the use of the garden and garage (if any) save for any Exclusions as specified in Clause 8
(iii) the fixtures furniture and effects ("the contents") as specified in the Inventory of Contents and Schedule of Condition ("the inventory")

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The Property	**Flat A, 53 Warminster Road, London, London, SE25 4DQ**
The Term	**36 months** Commencing **30 Sep 2025** Expiring **29 Sep 2028** **Subject to Clause 8.1**
Rental Period	Every calendar month commencing on the first day of the term stated above
The Rent	**£1,450.00 (one thousand, four hundred and fifty)** per month. For the avoidance of doubt the payment period of this tenancy is Monthly as detailed in clause 9.
Payable	**£1,450.00** due prior to the commencement of the Tenancy and any subsequent rent due thereafter payable by Standing Order to the Landlord's bank.
The Cash Deposit	**£1,673.07** to be held and protected until the expiration or sooner determination of the Tenancy in accordance with the Compulsory Tenancy Deposit Protection Scheme provisions of the Housing Act 2004 by the Landlord or the Landlord's Agent, as notified to the Tenant, and as detailed under Clause 5 of this Agreement.

Important Notes about this Tenancy Agreement

This Tenancy Agreement contains the terms, conditions and obligations of the Tenancy and the things which the Landlord and the Tenant agree to do or not to do during the Tenancy. The core terms are detailed in Clauses 1– 7. Any special terms, e.g. consents requested by the Tenant and granted by the Landlord, are detailed under Clause 8 Special Tenancy Conditions or as an Addendum to this Agreement. All these terms, conditions and obligations will be legally binding once the Tenancy Agreement has been signed by all the concerned parties and then dated. You should read it carefully to make sure it contains everything that you want and nothing that you do not wish to agree to. Every attempt has been made to use plain language so that it will be easy to understand, however it is necessary to use some legal terms or references. Definitions of some of the terms and expressions used in this Tenancy Agreement are listed below, if there is anything you do not understand you should ask for an explanation before signing it. You might also consider consulting a Solicitor, Citizens Advice Bureau or Housing Advice Centre.

DEFINITIONS

"Binding Date" the date on which this Tenancy Agreement is "executed" and thereby technically becomes a legally binding contract after both parties (or their authorised representatives) have signed, although it may be possible for either party to take legal action against the other if they withdraw prior to this date.
"The Landlord" the person or persons for the time being who owns the interest in the Property, which gives the right to possession of it when this Tenancy ends.
"The Tenant" the person or persons entitled to possession of the Property under this Agreement.
"The Lead Tenant" means (i) in the case of Joint Tenants, one of their number who has been nominated to act on their behalf in relation to The Cash Deposit; and (ii) where applicable, the person nominated to act on behalf of the Tenant(s) and the Third Party.
"Third Party" means a person who has paid a Cash Deposit in respect of a Tenancy to a Landlord on behalf of a Tenant and who is a relevant person for the purposes of S212 to S215 of the Housing Act 2004.
"the Guarantor" the person who undertakes to be jointly and severally liable with the Tenant to pay all rent and any debt arising from any breach or default of the Tenant obligations contained in this Tenancy Agreement until all debt is paid in full whether or not the Landlord elects to pursue the Tenant.
"the Landlord's Agent" Truuli Limited trading as Truuli at Southbridge House, Southbridge Place, Croydon, CR0 4HA or any other person notified to the Tenant who is acting from time to time on the authority and on behalf of the Landlord.

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"The Property" the premises which have been agreed to be let including any parts of the exterior forming part of the let (e.g. gardens, paths, fences, boundaries or outbuildings). Where the premises is a Flat or forms only part of a property the letting includes the use, with others, of communal access ways, gardens and other similar facilities to which the Landlord is entitled under the terms of his Lease.
"The Head Lease" the Lease (if any) under which the Landlord holds the Premises and this letting shall be subject to all exceptions and reservations contained therein. The promises contained within the Head Lease will bind the Tenant if he has prior knowledge of those promises.
"the Contents" the Landlord's furniture, furnishings, fixtures, fittings and effects including sanitary ware, floor ceiling and wall coverings, decorative features, white goods and other equipment specified in the Inventory.
"the Inventory" the Inventory of Contents and Schedule of Condition which refers to any document prepared by the Landlord, the Agent or an inventory clerk and provided to the Tenant detailing the Landlord's fixtures and fittings, the décor and condition of the premises generally. The Inventory may be relied upon at the end of the Tenancy in assessing damage or compensation for damage (over and above fair wear and tear) and so should be checked carefully at the start of the Tenancy and any significant mistakes or mis-descriptions notified in writing to the Landlord or Agent as soon as practicable and a copy kept for future reference in order to avoid later disputes.
"Notice" Any notification required to be issued during the course of the Tenancy, either by the Landlord or Tenant, in relation to the extension, continuation or termination of the Tenancy, or changes to the terms of the Tenancy, and in particular a Notice given by the Landlord under Section 8 (Notice of Proceedings for Possession) or Section 21 (Recovery of Possession on Expiry or Termination of Assured Shorthold Tenancy) as Prescribed by the Housing Act 1988.
"the Cash Deposit" the sum paid by the Tenant to the Landlord in respect of any damage or disrepair occasioned to the Property (save for fair wear and tear) including in respect of any rent and claims for damages to the Contents or any other obligation contained in this Agreement which must be protected in accordance with the compulsory Tenancy Deposit Protection Scheme under the provisions of the Housing Act 2004.
"Fair wear and tear" loss, damage or depreciation that naturally and inevitably occurs from reasonable and ordinary use or exposure or aging.
"Emergency" where there is a risk to life or damage to the fabric of the Property or its fixtures and fittings.
"The Term" the length of the letting agreed in this Agreement.
"The Tenancy" the full period of occupation of the property by the Tenant for the stated Term and any extensions or continuation of the contractual Tenancy or any statutory periodic Tenancy arising after the expiry of the original stated Term.
"Tenants' Joint & Several Liability" Where the Tenant consists of more than one person, their actions and obligations under this Agreement shall be joint and several in all respects which means that each Tenant is wholly responsible for all Tenant obligations and sums due under this Agreement, not just a proportionate part. If one or more persons fail to comply with their obligations or pay their proportion of any sums due, the other occupants named as Tenant are obliged to pay the difference.
Joint & Several Liability: If the Tenant consists of more than one person, their actions and obligations under this Agreement shall be joint and several in all respects which means that each Tenant is wholly responsible for all Tenant obligations and sums due under this Agreement, not just a proportionate part. It also means that the Guarantor (if applicable) will be liable with the Tenant to pay all rent and any debt arising from any breach of this Agreement until all debt is paid in full.
"The Rent" Unless otherwise stated all rental payments should be made by Standing Order to theLandlord's bank as follows:

Bank Name: .	**Sort Code:** 20-71-75
Account Holders Name: Londonist DMC Ltd	**Account Number:** 03673456
IBAN:	**SWIFT Code:**

1. TENANT OBLIGATIONS

The Tenant agrees with the Landlord that throughout the Tenancy the Tenant or Tenants jointly and severally liable for all obligations under this Agreement will:

1.1 **Pay Rent**

(i) Pay the rent and any other sums due to the Landlord whether demanded or not on time and in the manner specified in this Agreement. The rent must be paid in full without any deductions or set-off except for any reasonable deduction where the Landlord is in genuine breach of his repairing or other obligations under this Agreement and where the Landlord or the Landlord's Agent have given prior written consent that a specified reasonable deduction or set-off may be made.

(ii) Should the Landlord's Agents have reason to write to the Tenant to pursue recovery of rent arrears, the Tenant shall be liable for the reasonable administration costs incurred by the Landlord's Agent for each letter sent to the Tenant at the rate notified to the Tenant in writing prior to the signing of this Tenancy Agreement.

1.2 **Pay Interest**

The Landlord reserves the right to charge interest on any amounts of rent due and in arrears at the rate of 3% above the Bank of England annual base rate calculated on a day to day basis from the date that the same shall become due until payment in full is made and recover the interest as though it were rent.

1.3 **Transfer Services**

Immediately on the signing of this Agreement arrange for gas, electricity, and water services (as available to the Property) to be transferred to the Tenant's name with effect from the commencement date of the Tenancy and pay for any transfer or reconnection charge applicable and immediately notify the Landlord or the Landlord's Agent in the event of the transfer of the services to a different supplier.

1.4 **Pay Utilities**

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Charges are payable by the Tenant within the Tenancy Period for all Gas, Electricity, Water which shall be consumed or supplied on or to the Property whether bills for usage are shown in the Tenants or Landlords name.

1.5 **Pay Media Services**
Pay direct to the provider all charges for the use of any Internet, Landline Phone, Cable, Satellite TV at the property, including telephone line rental and the linked telephone line for the burglar alarm (if applicable) BUT NOT transfer or change the telephone number or the telephone equipment without the prior written consent of the Landlord or the Landlord's Agent which will not be unreasonably withheld or delayed.

1.6 **Pay Council Tax**
Immediately on the signing of this Agreement register with the appropriate Council Tax authority as resident of the Property with effect from the commencement date of the Tenancy and pay the Council Tax in respect of the Property.

1.7 **Pay TV Licence**
Pay for the Television Licence for any television set in the Property whether belonging to the Landlord or Tenant or any hire company.

1.8 **Prohibit New Installation or Disconnection**
Not permit or arrange for a meter to be installed at the Property or for the disconnection or termination of any utility or telephone service without the prior written consent of the Landlord or the Landlord's Agent which will not be unreasonably withheld or delayed. Where granted such consent will be detailed under Special Tenancy Conditions or as an Addendum to this Agreement. The Landlord or the Landlord's Agent reserves the right to withdraw, for reasonable grounds and upon reasonable notice, any such consent previously given. Where the Tenant allows, either by default or payment or specific instruction without prior consent, the utility or other services to be cut off, whether during or at the end of the Tenancy, the Tenant is to pay or be liable to pay, the costs associated with reconnecting or resuming those services.

1.9 **Care for Property**
Not cause or allow to be caused any damage or loss to the Property and Contents, fair wear and tear excepted, and use the Property and Contents in a proper and tenant-like manner including where applicable but not restricted to, changing, replacing or renewing at his own cost all light bulbs, fuses, plugs, batteries, vacuum cleaner bags and filters and extractor fan filters, extractor fan filters and dishwasher and water softener salt.

1.10 **Replace Broken Glass**
Promptly replace all cracked or broken glass with the same quality glass, where the crack or breakage is caused as a result of any action or misuse or negligence of the Tenant or any invitee of the Tenant.

1.11 **Smoke Detectors and Carbon Monoxide Detectors**

(i) Ensure that all smoke detectors:
  (a) are kept free from obstruction, are tested regularly and batteries are replaced as necessary to ensure they are fully operational at all times.
  (b) In the event that a contractor is required to attend the Property for this purpose the costs thereby incurred will be payable by the Tenant. In the event that the smoke detector is not working after fitting new batteries, to promptly report the defect to the Landlord or Landlord's Agent.

(ii) Ensure that the carbon monoxide detector (where available):
  (a) is not removed from the position within close proximity of the boiler as installed by the Gas Safe engineer, or any solid fuel appliances, and
  (b) is tested regularly and batteries are replaced as necessary to ensure it is fully operational at all times and that in the event the carbon monoxide detector is not working after fitting new batteries to promptly report the defect to the Landlord or Landlord's Agent.

(iii) The Tenant shall not burn any solid fuels in any fireplace in the property which is boarded up at the commencement of the tenancy without prior written consent from the Landlord or the Landlord's Agent which shall not be unreasonably withheld.

1.12 **Good Repair**
Keep the Interior and Contents of the Property including all electrical gas and other appliances equipment and apparatus (except as provided in Clause 2 of this Agreement) in good repair and condition, fair wear and tear excepted, and take care not to cause an overload of the electrical circuits by the inappropriate use of multi-socket electrical adaptors or extension cables when connecting appliances to the mains electric system.

1.13 **Preserve Interior Condition**

(i) Preserve the interior and Contents of the Property in good order and in a clean condition as at the commencement of the Tenancy, except fair wear and tear due to reasonable and normal use and damage by accidental fire and other insured risks unless as a result of misuse or negligence on the part of the Tenant or any invitee of the Tenant.

(ii) Permit the Landlord or Landlord's Agent to give the Tenant notice in writing of any necessary works of repair, cleaning, restoration, or replacement which is the obligation of the Tenant to be undertaken within a reasonable time agreed between the Tenant and the Landlord or the Landlord's Agent.

1.14 **Clean Windows**

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Clean or have cleaned internally and externally all reasonably accessible windows as necessary during the term of the tenancy and ensure they are in the same clean state at the end of the tenancy as they were at the beginning.

1.15 **Prevent Obstructions**
At all times take all reasonable precautions not to cause blockage to the drains, sinks, toilets and pipes in or about the Property and where reasonable keep gutters gullies and downpipes free of debris and as provided at the commencement of the tenancy in accordance with Clause 2.1 below. Where such blockage is caused as a result of misuse or negligence of the Tenant or any invitee of the Tenant, the Tenant shall pay or be liable to pay the reasonable costs associated with the clearance of the obstruction including loss arising from a claim in respect of the Tenant's breach of obligations under this clause.

1.16 **Protect from Freezing**
At all times take all reasonable precautions to protect the Property against freezing and bursting of pipes provided the pipes and other installations are kept adequately insulated by the Landlord and to protect the Landlord from loss arising from any claim in respect of all damage caused as a result of the Tenant being in breach of this clause.

1.17 **Keep Ventilated**
Keep the Property adequately ventilated and make good use of extractor fans where provided so as to reduce the occurrence of condensation and wipe away any occurring condensation to prevent any resultant mould and damage to the property and its fixtures fittings and contents.

1.18 **Chimneys Flues and Fireplaces**

(i) Throughout the tenancy keep any chimneys and flues swept and in a clean condition, and ensure that at the end of the tenancy the chimney is swept and left in the same clean state as provided by the Landlord at the commencement of the tenancy as provided under Clause 2.1(ii) below. To demonstrate compliance with this clause the Tenant is advised to obtain a certificate of sweeping.

(ii) Not burn any solid fuels in the property other than in an open fireplace provided for that purpose. Any fireplace in the property which is boarded up at the commencement of the tenancy should not be used without prior written consent from the Landlord or the Landlord's Agent which shall not be unreasonably withheld.

1.19 **Fuel Storage**
Any coal/logs stored at the Property must be stored in an appropriate and suitable receptacle in such place as will not cause damage to the Property or its Contents or decoration.

1.20 **Prevent Infestation**
Not keep any refuse or rubbish on the Property and regularly dispose of same in polythene bags or other suitable receptacles to maintain acceptable levels of hygiene and prevent outbreaks of any infestations of pests or disease. In the event that the Property should suffer any sort of infestation during the Term of this Tenancy such that specialist contractors are required to eradicate or attempt to eradicate such infestation and it becomes reasonably apparent that such infestation has resulted from the Tenant's breach of their obligations as set out in this Tenancy Agreement then the Tenant shall immediately upon demand reimburse the Landlord the cost of employing such contractors and remedy such breach(es) of the Tenancy Agreement. Should there be any dispute between the Landlord and the Tenant as to the cause of such infestation such issue shall be decided by the contractor acting reasonably and independently as an expert and their decision should be final and binding.

1.21 **Maintain Gardens**
Keep any gardens and grounds including any pond terrace or patio included in the property in a neat unobstructed and tidy condition and free from litter and weeds. Keep the grass cut and reasonably maintain any lawns trees and shrubs in a proper manner as seasonally required but not cut down or remove any trees shrubs or plants (other than annual plants) or otherwise alter the existing design content or layout of the said garden or grounds without the prior written consent of the Landlord or the Landlord's Agent.

1.22 **Not Alter Property**
Not pull down alter or add to or in any way interfere with the construction or arrangement of the Property. Not to carry out any redecoration or make any alteration in or addition to the exterior or interior of the Property without the previous consent in writing of the Landlord or the Landlord's Agent. In the case of any breach of this clause the Tenant shall be responsible for the cost of reinstatement or redecoration at the expiration or sooner termination of the Tenancy.

1.23 **Not Remove Contents**
Not remove or allow the removal from the Property save for the purpose of cleaning or repair of any of the Contents of the Property nor store the same in any loft basement garage or outbuilding without the prior written consent of the Landlord or the Landlord's Agent which if granted will be detailed under Special Tenancy Conditions or as an Addendum to this Agreement

1.24 **Not Affix Items to Walls**
Not to hang pictures, other than by the existing picture hooks or fastenings referred to in the Inventory; nor affix anything by use of sellotape or blu-tac or any other adhesive material; nor cut into or make any holes or pierce nail pin screw peg or bolt into the wall ceilings floors or Contents of the Property without the prior written consent of the Landlord or the Landlord's Agent which will not be unreasonably withheld or delayed. Where granted such consent will be detailed under Special Tenancy Conditions or as an Addendum to this Agreement. The Landlord or the Landlord's Agent reserves the right to withdraw, for reasonable grounds and upon reasonable notice, any such consent previously given.

1.25 **Not Post Signs**
Not to exhibit affix or display or allow to be exhibited affixed or displayed any notice board or notice visible from outside the Property advertising any profession trade or business or any goods or services without the prior written consent of the

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Landlord or the Landlord's Agent which will not be unreasonably withheld or delayed. Where granted such consent will be detailed under Special Tenancy Conditions or as an Addendum to this Agreement. The Landlord or the Landlord's Agent reserves the right to withdraw, for reasonable grounds and upon reasonable notice, any such consent previously given.

1.26 **Not Affix or Erect Aerial or Satellite Dish or Install Cable**
Where not already provided or available at the Property, not to affix or erect outside the Property any television or radio aerial or satellite dish or install any cable television or cable telephone without the prior written consent of the Landlord or the Landlord's Agent which will not be unreasonably withheld or delayed. Where granted such consent will be detailed under Special Tenancy Conditions or as an Addendum to this Agreement. The Landlord or the Landlord's Agent reserves the right to withdraw, for reasonable grounds and upon reasonable notice, any such consent previously given.

1.27 **Smoking Prohibition**
Not to smoke or allow any occupier or invitee to smoke any cigarettes cigars pipes or other form of tobacco or other substance within the Property without the prior written consent of the Landlord or the Landlord's Agent which will not be unreasonably withheld or delayed. Where granted such consent will be detailed under Special Tenancy Conditions or as an Addendum to this Agreement. The Landlord or the Landlord's Agent reserves the right to withdraw, for reasonable grounds and upon reasonable notice, any such consent previously given. In the event of any breach of this clause then the Tenant shall pay such costs to the Landlord for making good any resultant staining discolouration burn marks or odour caused to the property.

1.28 **Changing Locks**
(i) Not alter change or install any locks on any doors or windows in or about the Property or have any additional keys or remote control devices made, except in the case of an emergency, without the prior written consent of the Landlord or the Landlord's Agent which will not be unreasonably withheld or delayed. Where granted such consent will be detailed under Special Tenancy Conditions or as an Addendum to this Agreement.

(ii) Where consent to change locks is granted, one set of the new keys must immediately be made available to the Landlord or the Landlord's Agent and at the end of the tenancy the Tenant must provide the same number of sets of keys for the new locks as were provided by the Landlord at the commencement of the Tenancy.

(iii) Where consent for additional keys or remote control devices is granted to provide and send to the Landlord or the Landlord's Agent a list the number of sets of keys in existence and, all such additional keys or devices must also be given to the Landlord or the Landlord's Agent at the end of the tenancy.

(iv) Where any keys the Tenant is responsible for are either lost or stolen, the Tenant shall be liable for the cost of having the relevant lock/s changed for the Property, one set of the new keys must immediately be made available to the Landlord or the Landlord's Agent and at the end of the tenancy the Tenant must provide the same number of sets of keys for the new locks as were provided by the Landlord at the commencement of the Tenancy.

1.29 **Use of Burglar Alarm**
(i) Take every precaution to ensure the correct use of the burglar alarm system if provided to the Property and pay any call out charge or costs for the repair or for re-setting of the system necessary as a result of misuse or negligence by the Tenant or any invitee of the Tenant.

(ii) Not change any burglar alarm code without the prior written consent of the Landlord, which will not be unreasonably withheld or delayed. Where such consent is granted the Tenant will promptly provide the Landlord or the Landlord's Agent with the details of the new code.

1.30 **Secure Property**
Not leave the Property unattended or unoccupied for any period whatsoever without locking and securing all deadlocks and other locks and bolts fitted to the doors and windows permitting access to the Property and ensuring the burglar alarm (if any) is activated.

1.31 **Notify & Action if Unoccupied**
(i) Not leave the Property vacant unattended or unoccupied for a period of more than 28 consecutive days without first giving reasonable notice to the Landlord or the Landlord's Agent of the intention to do so.

(ii) Following periods of absence of over 14 days of non-use, flush through the water systems, eg taps, showers etc, to reduce the risk from exposure to legionella bacteria. See clause 7.9

1.32 **Landlord's Insurance**
Not do or permit to be done any act or thing which may render void or invalidate any policy of insurance on the Property or the Building nor which may cause an increased premium to be payable. In such event the Tenant will pay or be liable to repay to the Landlord on demand all sums paid by way of increased premiums and all expenses incurred by the Landlord rendered necessary by a breach of this clause. Details of the Landlord's insurance will be provided if requested.

1.33 **Tenant's Personal Possessions**
For the avoidance of doubt, there is no cover provided by any insurance policy maintained by the Landlord for any personal possessions introduced into the Property by the Tenant. The Tenant is hereby informed that they may, if desired, but are not obliged to do so under the terms of this Tenancy Agreement, arrange insurance cover for such items. In any event the Tenant shall be personally liable for any loss or damage occasioned to the Property or Contents by the introduction and use of such personal items by the Tenant.

1.34 **Permit Access**

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Permit the Landlord or the Landlord's Agent or anyone with the authority of the Landlord or the Landlord's Agent at reasonable hours by no less than 24 hours prior written appointment (save in the case of an emergency or for any type of repair or redecoration work requested by the Tenant) to enter the Property to view the state and condition thereof or to undertake any necessary repairs in compliance with obligations placed on the Landlord by law, or other necessary repairs or redecoration of the Property or require access to effect work to a neighbouring property or boundary divide.

1.35 **Permit Viewing**
Permit the Landlord or the Landlord's Agent or anyone with the authority of the Landlord or the Landlord's Agent by reasonable prior appointment to show the Property

(i) To potential tenants or purchasers, and surveyors or estate agents, during the last two months of the Tenancy or other period of notice;

(ii) To potential purchasers, and surveyors or estate agents, in the event of the Landlord wishing to sell or otherwise deal with the reversion of the Property with the benefit of the Tenancy at any time during the Tenancy.

1.36 **Permit Notices**
Permit the Landlord or the Landlord's Agent to affix a notice of re-letting or selling on the Property during the last two months of the Tenancy or other period of notice, or a notice of selling in the event of the Landlord wishing to sell the Property with the benefit of the Tenancy at any time during the Tenancy.

1.37 **Take Remedial Action**
In an emergency to take appropriate reasonable minimum remedial action to prevent further damage to the Property and give immediate notice to the Landlord or the Landlord's Agent.

1.38 **Give Notice of Defects**
Notify the Landlord or the Landlord's Agent immediately upon becoming aware of:

(i) any damage, defect or want of repair of any nature affecting the Property or any of the Contents, whether or not caused by any act, default or neglect of the Tenant, or any invitee of the Tenant
(ii) any burglary or attempted burglary upon the Property

And the Tenant shall be liable for all reasonable consequential excess loss and expense arising from any failure to give such notice.

1.39 **Forward Notices**
Pass to the Landlord or the Landlord's Agent as outlined in clause 6.2 of this Agreement without undue delay and as soon as is reasonably practicable following receipt, any notice or other communication left on or delivered or posted to the Property with the exception of obvious circulars or marketing material. The Tenant may be liable for penalties imposed on the Landlord arising from failure to reasonably comply with this requirement.

1.40 **Leasehold (Head Lease) or Freehold Covenants and Restrictions**
Where applicable and provided that prior to the signing of this Agreement the Tenant is notified in writing, or given a copy of the relevant documents:

(i) The Tenant agrees to observe and not breach or contravene any terms in the Head Lease or Deed under which the Landlord holds the Property, which outline any agreements or restrictions which may bind the landlord (and his tenant) in the use or occupation of the property.

(ii) The Tenant will comply with all and any new regulations relating to the building which may be introduced from time to time and which are notified to the Tenant in writing, and protect the Landlord from loss arising from any claim in respect of any breach or non-observance of same.

1.41 **Deed of Covenant**
Where applicable and at the Landlord's expense the Tenant will enter into a Deed of Covenant or such other Deed as the Superior Landlords may reasonably require in accordance with the requirements of clause 1.40 above

1.42 **Communal Areas**
Where applicable not obstruct any common passageways hallways and staircases nor keep or store or place any item or package or bicycle or pushchair in any communal area of the Property. Nor hang or permit to be hung or exposed any clothes or other articles in any communal or shared garden or upon the exterior of the Property except where expressly permitted by the Landlord or the Landlord's Agent.

1.43 **Not Assign or Sublet**
(i) Not assign this Agreement without the prior written consent of the Landlord or the Landlord's Agent which will not be unreasonably withheld or delayed. Where the Landlord granted may impose reasonable conditions of consent and the Tenant will be liable for the reasonable fees and expenses incurred by the Landlord in granting such consent or arranging such assignment.

(ii) Not mortgage or charge the benefit of this Agreement nor take in or receive paying guests or lodgers.

(iii) Not sub-let, part with or share possession or occupation of the Property or any part of the Property with any person not named as Tenant or Permitted Occupier in this Agreement without the prior written consent of the Landlord or the

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Landlord's Agent which will not be unreasonably withheld or delayed. Where granted the Landlord may impose reasonable conditions of consent and the Tenant will be liable for the reasonable fees and expenses incurred by the Landlord in granting such consent.

1.44 **Not Cause Nuisance**
Not use the premises or allow others to use the premises in a way which may cause damage or a disturbance nuisance annoyance or inconvenience to the Landlord neighbouring adjoining or adjacent property or to the owners or occupiers of them.

1.45 **Music and Noise**
Not play any musical instrument music player radio or television or cause or permit any undue loud noise to take place in the Property so as to cause disturbance annoyance or inconvenience to the occupiers or owners of any neighbouring adjoining or adjacent property or so as to be audible outside the Property between the hours of 11.00 pm to 7.30 am (inclusive).

1.46 **Permitted Use**
To use the Property as their only or principal home for no other purpose than that of a strictly private residence for the occupation of the Tenant and members of the Tenant's household and occasional guests only and

(i) not carry on at the Property or allow the Property to be used for any profession trade or business and not to let rooms or apartments or receive paying guests or lodgers in the Property and
(ii) not hold or allow to be held any large meeting or gathering upon the Property or any sale by auction thereon and
(iii) not use or permit the Property or any part thereof to be used for any illegal or immoral purposes.
(iv) Not to register a Company at the address of the Property.

1.47 **Combustible Matter**
Not take into or keep at the Property any combustible offensive or dangerous fluids fuels or materials or any gas paraffin or other liquid fuel unless required for normal household use and fully comply with all fire precautions or fire regulations made by the Landlord or the appropriate Fire Authority.

1.48 **Own Gas Appliances**
Immediately notify the Landlord or the Landlord's Agent if any gas appliance is brought into the Property by the Tenant and ensure that it is properly connected to the appropriate pipework by a suitably qualified Gas Safe registered engineer and is safe to use. The Tenant will immediately stop using and remove any such gas appliance which is unsafe or dangerous to either the occupants or the Property.

1.49 **Prohibited Substances**
Not to use or allow to be consumed in or about the Property at any time any of the drugs mentioned in the Misuse of Drugs Act 1971 or any other controlled substances the use of which may hereinafter be prohibited or restricted.

1.50 **End of Tenancy**
At the expiration or sooner termination of the Tenancy:

(i) deliver up to the Landlord vacant possession of the Property and its Contents furniture fixtures and fittings in a sound and clean condition as at the beginning of the Tenancy (reasonable wear and tear excepted) and in the rooms or places as they are listed in the Inventory
(ii) make good and/or pay for the repair of or replace with articles of similar kind and equal value or pay compensation for all such items of the Contents as shall be broken lost damaged or destroyed accidentally or wilfully during the Tenancy.
(iii) clean to a good professional standard or arrange and pay for a professional cleaning of the Property and all the Contents including the washing or dry cleaning (including ironing and pressing) of all bedding, linen, towels, carpets, curtains, upholstery and soft furnishings and other articles set out in the Inventory or articles substituted for the same which shall be shown by reference to the Inventory to have been soiled during the tenancy or contribute a fair proportion towards the cost of the final cleaning thereof. Upon request provide receipts to the Landlord or the Landlord's Agent to demonstrate compliance with this clause.
(iv) attend or appoint a representative to attend the check-out of the property for no later the 12:00pm on the last day of the tenancy in order to examine the condition and cleanliness of the Property, Fixtures and Fittings as detailed in the Inventory.
(v) arrange for the return to the hire company prior to the inventory check-out of any hired or rented television or other equipment or appliance which the Tenant has hired or rented for his use at the Property
(vi) deliver all keys and remote control devices including any listed and agreed additional sets to the Landlord or the Landlord's Agent and pay to the Landlord any costs incurred by the Landlord in replacing the locks or devices where such keys or devices are missing.
(vii) remove all personal items including all food stuffs, rubbish and refuse. The Tenant will be responsible for meeting all reasonable removal costs and/or storage charges for items left in the Property after the end or earlier termination of the Tenancy. Except where it is apparent that the items have been deliberately discarded, the Landlord will remove and store such items (other than any perishable or hazardous items which will be disposed of immediately) for a maximum of one calendar month, and take all reasonable steps to contact the Tenant in this regard. If the items are not collected within one calendar month the Landlord may dispose of them and the Tenant will be liable for the reasonable costs of disposal, which may be deducted from the cash deposit or from any sale proceeds if applicable, and if there are any costs remaining they will remain the Tenants liability.
(viii) notify gas, electricity, water, and council tax authorities of the date of termination of the Tenancy and pay all outstanding accounts with the service providers up to and including the day of termination and not allow such services to be cut off or disconnected. In the event that the Tenant allows, either by default of payment or specific instruction,

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the disconnection of services, he will be liable to pay the costs associated with reconnecting or resuming those services.

(ix) provide the Landlord or the Landlord's Agent with a forwarding address, email address and telephone number, where the Tenant may be contacted after the Tenant has vacated the Property and permit the Landlord or the Landlord's Agent to give the forwarding address to the suppliers of gas, electricity, fuel, water, telephone services, environmental services or other similar services incurred at the Property for which the Tenant is liable under this Tenancy Agreement and Council Tax authority.

(x) provide the Landlord or the Landlord's Agent with receipted evidence that all accounts for the gas, electricity, telephone, water, and council tax services have been fully paid up to and including the last day of the Tenancy and permit the Landlord or the Landlord's Agent to retain a reasonable portion of the Tenant's security deposit as outlined in Clause 5 until such evidence has been provided.

1.51 **Breach of Tenancy**

(i) The Tenant shall pay or be liable to pay to the Landlord, unless a court orders otherwise, the reasonable legal costs and expenses (including VAT), whether or not the same shall result in court proceedings, properly incurred by the Landlord or the Landlord's Agent or professional advisers in the enforcement or remedy of any breach of the Tenant obligations under this Agreement.

(ii) The Tenant shall pay the cost of any bank or other reasonable charges incurred by the Landlord or the Landlord's Agent if any standing order payment or cheque submitted by the Tenant is withdrawn or dishonoured by the Tenant's bank.

1.52 **Housing Benefit/Local Housing Allowance**

In the event of the Tenant making a claim for Housing Benefit/Local Housing Allowance, the Tenant shall:

(i) immediately upon making such a claim advise the Landlord or the Landlord's Agent;

(ii) pay any shortfall in rent or other payments due to the Landlord not included in the Housing Benefit/Local Housing Allowance payment, to the Landlord or the Landlord's Agent in a timely manner and not allow such payments to fall into arrears;

(iii) immediately notify the relevant Housing Benefit/Local Housing Allowance Department and the Landlord or the Landlord's Agent of any change in circumstance which may affect the Benefit/Local Housing Allowance entitlement;

(iv) be liable at any time to reimburse the Landlord or the Landlord's Agent any sums which the Landlord or the Landlord's Agent is required to repay to the local authority in respect of Housing Benefit/Local Housing Allowance which has been paid direct to the Landlord or the Landlord's Agent on behalf of the Tenant, and has been accepted in good faith, but is subsequently shown to have been paid incorrectly or as a result of fraud, error or ineligibility of the Tenant.

1.53 **Permitted Occupiers / The Tenant's Household**

(i) The Tenant will not allow anyone to occupy the property whose immigration status does not permit them to occupy residential premises under a residential tenancy agreement (ie if they do not have a 'right to rent' as set out in Part 3 of the Immigration Act 2014).
In the event that the immigration status of any of the permitted occupiers changes during the Tenancy so as to remove their right to rent, the Tenant is required to immediately notify the Landlord, or the Landlord's Agent on behalf of the Landlord.

(ii) The Tenant obligations in this Agreement relating to the use maintenance and repair of the Premises shall include the obligation not to permit any occasional guests or visitors to do or allow to be done anything which would be in breach of those obligations.

2. LANDLORD OBLIGATIONS

The Landlord agrees with the Tenant that the Landlord will:

2.1 **Deliver Up Property**

At the commencement of the Tenancy deliver:

(i) the Property and Contents in a tidy condition and clean to a professional standard;
(ii) any working chimney swept and clean;
(iii) all gutters, drains and down pipes clear and free of debris;
(iv) all appliances, smoke and carbon monoxide detectors in proper working order.
(v) Provide upon request receipts to demonstrate compliance with this clause.

2.2 **Allow Quiet Enjoyment**

Permit the Tenant to quietly possess and enjoy the Property during the Tenancy without any unreasonable or unlawful interruption provided that the Tenant under the terms of this Agreement is paying the rent and complying with the Tenant obligations.

2.3 **Pay Outgoings**

Pay all taxes, insurance, service charge assessments, impositions and other outgoings in respect of the Property other than those described in this Agreement as being payable by the Tenant.

2.4 **Provide Telephone Line**

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Provide a telephone line to the property in addition to any telephone line linked to any burglar alarm system. Any transfer or reconnection charge that may be levied by the service provider at the commencement of the Tenancy will be payable by the Tenant as per clause 1.5

2.5 **Maintain Property**

(i) Carry out those repairs to the Property the liability for which is imposed upon the Landlord by Section 11 the Landlord & Tenant Act 1985 as amended by Section 116 of the Housing Act 1988. This liability obliges the Landlord to repair the structure of the Premises and exterior (including drains gutters and pipes) and certain installations for the supply of water electricity and sanitation (including basins sinks baths and sanitary conveniences and for space heating or water heating but not other fixtures fittings and appliances for making use of the supply of water and electricity).

(ii) This obligation arises only after notice has been given to the Landlord by the Tenant as set out in clause 1.38 above.

(iii) To repay to the Tenant any reasonable costs incurred by the Tenant to remedy the failure of the landlord to comply with his statutory obligation provided it is understood that this obligation shall not be construed as requiring the Landlord to:

(a) carry out works or repairs for which the Tenant is liable by virtue of his duty to use the premises in a tenant-like manner as referred to in Clause 1.11;

(b) rebuild or reinstate the Property in the case of destruction or damage by fire or by tempest flood or other inevitable accident;

(c) keep in repair or maintain anything which the Tenant is entitled to remove from the Property.

2.6 **Maintain Appliances**

Put and keep in repair and proper working order the central heating system electrical appliances and other equipment provided by the Landlord for the use of the Tenant provided that the Tenant shall be responsible for the cost of such repair or replacement if it is necessary as a result of damage sustained through misuse or negligence by the Tenant or any invitee of the Tenant.

2.7 **Burglar Alarm**

Maintain in proper working order the burglar alarm system (if any) provided to the Property save that any call out charge or costs for repair necessary as a result of misuse or negligence by the Tenant or any invitee of the Tenant shall be payable by the Tenant.

2.8 **Head Lease**

Where applicable and save where the same are the responsibility of the Tenant by virtue of this Agreement the Landlord will observe perform and carry out at his own cost such repairs and decorations as may be required by virtue of the provisions of the Head Lease under which the Landlord holds the Property.

2.9 **Common Parts**

Where applicable and unless prevented by any cause not under the direct control of the Landlord to use his reasonable endeavours to ensure any common parts entrance hall staircase passageway and lift are clean and properly lit and that any other maintenance and repairs affecting the Property which are the responsibility of any Superior Landlord or Freeholder under the terms of any Head Lease are carried out as quickly as practicable with the minimum of disruption and inconvenience to the Tenant.

2.10 **Insurance**

Insure and maintain a comprehensive policy of insurance on the Property (or use his reasonable endeavours to ensure that any Superior Landlord or Freeholder do so) and on the Contents (but not for those personal items or possessions introduced into the Property by the Tenant) for the duration of the Tenancy in the full insurable value against fire flood escape of water and other insurable risks. The Landlord will not be in breach of the provisions of this clause if the policy is made void by any act or omission or default of the Tenant or any invitee of the Tenant.

2.11 **Habitation**

If the Property or part of the Property is destroyed or damaged by any insured risk so as to be unfit for occupation or use, and provided such damage is not as a result of any fault or negligence on the part of the Tenant or any invitee of the Tenant which would as a consequence make the Landlord's insurance invalid:

(i) the rent or a fair proportion according to the nature and extent of the damage sustained shall be suspended and cease to be payable until such time as the Property shall again be rendered fit for occupation and use, or

(ii) in the event that the extent of the damage is such that the Property is unfit for occupation or use for a period in excess of one month either party may give written notice to terminate the Tenancy immediately and any rent, or a fair proportion according to the nature and extent of the damage sustained, paid for a period after the date of the termination shall be paid to the Tenant by the Landlord,

(iii) provided always that it is understood that the Landlord shall not in addition be liable to pay any compensation to the Tenant.

2.12 **Title and Consents**

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The Landlord warrants that he is the sole owner of the leasehold or freehold interest in the Property and that all consents necessary to enable him to enter into this Agreement have been obtained.

2.13 **Safety Regulations**

The Landlord warrants that:

(i) Where applicable all upholstered furniture soft furnishings beds mattresses pillows and cushions supplied to the Property comply with the provisions of The Furniture and Furnishings (Fire) (Safety) Regulations 1988 and The Furniture and Furnishings (Fire) (Safety) (Amendment) Regulations 1993.

(ii) All gas appliances within the Property comply with the Gas Safety (Installation & Use) Regulations 1998 and that all gas appliances will be serviced annually in accordance with The Gas Safety (Installation and Use) Regulations 1998. A copy of the Gas Safety Check Record will be provided to the Tenant at the start of the Tenancy and within 28 days of the annual check undertaken during the Tenancy.

(iii) All mechanical and electrical equipment in the Property are in good repair and working order and that all electrical equipment supplied to the Property complies with The Electrical Equipment (Safety) Regulations 1994 and the Plugs and Sockets etc (Safety) Regulations 1994 that the Landlord will at his own expense maintain the same in such condition during the term of the Tenancy (except in the case of misuse by the Tenant or any invitee of the Tenant).

(iv) Any electrician carrying out electrical works at the Property is to be a member of an approved scheme.

2.14 **Smoke Detectors and Carbon Monoxide Detectors**

(i) The Premises are compliant with The Smoke and Carbon Monoxide Alarm (Amendment) Regulations 2022 at the start of the Tenancy

(ii) At least one smoke alarm will be equipped on each storey of the property where there is a room used as living accommodation. This has been a legal requirement in the private rented sector since 2015. The carbon monoxide alarm is equipped in any room used as living accommodation which contains a fixed combustion appliance (excluding gas cookers). Smoke Alarms and Carbon Monoxide Alarms are repaired or replaced once informed and found that they are faulty. The tenant should inform the landlord or managing agent if there is a fault. Further information can be found by reading Smoke and Carbon Monoxide Alarm (England) Regulations 2022

3 FORFEITURE

3.1 **Provision for Re-Entry**

In the event of any of the circumstances stated in (i) – (iv) below, the Landlord may seek a court order to bring the Tenancy to an end. Upon the grant of a possession order the Tenancy shall be terminated and the Landlord may re-enter and recover possession of the Property and Contents. Such action will not restrict or limit any other rights or remedies of action the Landlord may have under this Agreement.

(i) If the Tenant is at least fourteen (14) days late in paying the rent or any part of the rent (whether legally demanded or not).

(ii) In the event of the breach of any agreements on the part of the Tenant or if any of the circumstances mentioned in the following grounds (detailed below) and in particular relating to Ground 2, Ground 8 in Part I Schedule 2 of the Housing Act 1988 and Grounds 10-15 inclusive and Ground 17 in Part II Schedule 2 of the Housing Act 1988 as amended by the Housing Act 1996 as follows:

Mandatory Ground

Ground 2 : The Tenant hereby acknowledges that the property is mortgaged, that the lender has a power of sale and that it may seek to recover possession in reliance on ground 2 schedule 2 of the Housing Act 1988 and that it may do so either before or after the expiry date of the contractual term

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),

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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.

(iii) If the Property shall be left vacant or unoccupied for twenty eight days without any notification having been given to the Landlord or the Landlord's Agent.

(iv) If the Tenant is adjudged bankrupt or makes application for an interim order or enters any voluntary arrangements with his creditors or suffers the process of execution or distraint upon his goods.

3.2 **Acceptance of Rent**

Acceptance of rent by the Landlord shall be at all times without prejudice to and shall not be a waiver of the rights and remedies of the Landlord in respect of any breach of the Tenant's agreements of stipulations contained in this Agreement.

4 INVENTORY

4.1 **Inventory Make**

The Landlord will be responsible for providing a fully comprehensive Inventory of Contents and Schedule of Condition of the Property.

4.2 **Attendance**

The Tenant will attend or appoint a representative to attend the Inventory Check In and in the event that the Tenant or any Agent appointed by him shall not keep a mutual appointment made upon reasonable notice by the Landlord or the Landlord's Agent to check the Inventory the Tenant will be liable to pay the additional costs incurred by the Landlord in making and attending further appointments to check the Inventory. In the event of the Landlord or his appointed representative failing to keep such mutually agreed appointment, the Tenant will be entitled to reimbursement of his reasonably incurred costs in relation to making and attending further appointments to check the Inventory.

4.3 **Use of Inventory**

A copy of the Inventory of Contents and Schedule of Condition of the Property and Check-In Report shall be provided to the Tenant upon commencement of this Tenancy the principal copy of which will be retained by the Landlord or the Landlord's Agent after verification by the Tenant at the Check-in and at the termination of the Tenancy the report compiled by the Inventory Clerk appointed by the Landlord or his Agent shall be used for the purposes of Clause 5 of this Agreement.

5 DEPOSIT

The Cash Deposit is protected under the Tenancy Deposit Protection Scheme provisions of the Housing Act 2004, details of which will be provided to the Tenant by the person holding the Cash Deposit, as notified to the Tenant. The Cash Deposit may be held under an Insured Scheme or a Custodial Scheme. If the Tenant is not provided with the details and proof of which Scheme the Cash Deposit is being held under within 14 days of the Cash Deposit being paid, the Tenant should take independent legal advice from a solicitor, Citizens Advice Bureau (CAB) or other housing advisory service.

5.1 **Deposit Paid and Held**

Prior to the commencement of the Tenancy hereby created the Tenant (or a Third Party on behalf of the Tenant) will pay to the Landlord's Agent the sum specified herein as Cash Deposit as security for and in respect of the performance by the Tenant of all obligations contained in this Agreement including those in 5.2 and in accordance with the Compulsory Tenancy Deposit Protection provisions of the Housing Act 2004.

The Cash Deposit will immediately be passed to the Landlord by the Agent and the Landlord must notify the Tenant within 14 days of the Cash Deposit being paid to the Agent, the details of the Scheme under which the Cash Deposit is being held and the applicable time-scale relating to the return of the Cash Deposit and the arrangements for the resolution of any disputes that may arise at the end of the Tenancy.

The Tenant must also be notified what provisions will be made for any interest arising on the Cash Deposit and who will be entitled to benefit from such interest.

(i) **Custodial Scheme**. Where the Landlord elects to pass the Cash Deposit to the Custodial Scheme Administrator (dps), The dps will hold the Cash Deposit throughout the term and until the termination of the Tenancy in accordance with the Terms and Conditions of the dps.

The dps will confirm in writing to the Tenant that the Cash Deposit has been received by them and provide information relating to the applicable time-scale for the return of the Cash Deposit and the arrangements for the resolution of any disputes that may arise (ADR).

The Terms and Conditions and ADR Rules governing the protection of the Cash Deposit including the repayment process can be found at www.depositprotection.com.

(ii) **Insured Scheme**. Where the Landlord elects to hold the Cash Deposit himself throughout the Tenancy, he is required to register the Cash Deposit with an Insured Scheme Administrator. If the Landlord fails to return any amount lawfully due to the Tenant at the end of the Tenancy, the Scheme will repay the Tenant the agreed amount directly.

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5.2 **Tenant Liability**

The Deposit will be applied in whole or in part to pay for:

(i) any sum in respect of any damage or disrepair, or compensation for damage or disrepair, to the Property and Contents or for missing items for which the Tenancy may be liable subject to allowance for reasonable fair wear and tear and for the age and condition at the commencement of the tenancy;
(ii) fair costs incurred in compensating or rectifying or remedying any breach by the Tenant of the obligations under this Agreement including those relating to cleaning;
(iii) any sum remaining unpaid after the termination of the tenancy which is lawfully due or payable by the Tenant to the Landlord or any utility or service provider or other authority;

provided that the sum of the Cash Deposit shall not limit the liability of the Tenant and it is understood that nothing shall absolve the Tenant from the obligations to pay rental and outgoings when they become due during the Tenancy.

5.3 **Deductions from the Cash Deposit**

No deductions may be made from the Cash Deposit at any time without the written consent of both the Tenant and the Landlord.

5.4 **Return**

At the end of the Tenancy an account of any sums due to the Landlord to remedy any damage occasioned to the Property and Contents for which the Tenant may be liable under the terms of the Tenancy Agreement, will be served on the Tenant and upon the agreement of both the Landlord and the Tenant the balance of the Cash Deposit if any, will be released to the Tenant in accordance with the applicable Tenancy Deposit Protection Scheme under which the Cash Deposit is held. After the end of the Tenancy the Landlord or the Landlord's Agent shall request the Deposit Protection Service (DPS) return the Cash Deposit, except in cases of dispute within 30 days of the end of the tenancy.

Interest may be payable on the Cash Deposit, and this should be confirmed to the Tenant at the time of confirmation of how and by whom the Cash Deposit will be held.

In the event that such Cash Deposit is insufficient to pay all liabilities the remainder shall remain due and payable by the Tenant to the Landlord.

5.5 **Good Discharge of the Cash Deposit**

Where the Tenant comprises of more than one person such Cash Deposit or balance of the Cash Deposit may be repaid to only such Tenant nominated as the Lead Tenant under this Tenancy Agreement which shall be a good discharge of the Cash Deposit without any further liability on the Agent or the Landlord in respect of the amount paid.

5.6 **Lead Tenant**

In the event of Joint Tenants or a Third Party, the Lead Tenant will represent the interests of all Joint Tenants and any Third Party, and will act on their behalf in connection with the Cash Deposit. Any change in the details of the Lead Tenant must immediately be notified to the Landlord and the Landlord's Agent and the applicable Tenancy Deposit Protection Scheme administrator. Should the Lead Tenant depart the property the remaining Tenants must immediately nominate a replacement and inform the Landlord and the Landlord's Agent and the applicable Tenancy Deposit Protection Scheme administrator accordingly.

5.7 **Change of Joint Tenants**

In accordance with Clause 1.47 above, the Tenant may not re-assign possession or occupation of the Property without the prior written consent of the Landlord or the Landlord's Agent. In the event that such consent is requested and granted in relation to Joint Tenants, it is the responsibility of such Tenants to financially recompense one another outside of the scope of the applicable Tenancy Deposit Protection Scheme, for repayment of any share of the Cash Deposit that may become due to a departing Joint Tenant or to a Third Party. This includes the recompense of interest earned to date.

5.8 **Cash Deposit Disputes**

In the event of a Dispute, this will be dealt with in accordance with the provisions of the applicable Tenancy Deposit Protection Scheme Alternative Dispute Resolution (ADR), the details of which will be provided to the Tenant at the start of the Tenancy. This will not however affect either party's right to pursue a dispute through the courts in the usual way.

6 NOTICES

6.1 **Validity of Service**

(i) In accordance with Section 196 of the Law of Property Act 1925 any Notice or document pertaining to any Notice (as defined in 6.1(ii) below and under Definitions within this Tenancy Agreement) to be served by either party in relation to this Tenancy shall be deemed to have been validly and sufficiently served if in writing and delivered to the receiving party's address or last known address by hand or sent by first class post or by registered post or recorded delivery and any such notice or document shall be deemed to have been served two working days after the date of posting save that where hand delivered prior to 5.00 pm it shall be deemed to have been served on the next working day. Service shall be deemed valid if sent by email to the email address provided by the Tenant at the start of the tenancy and which the Tenant has confirmed as being their own. The Tenant may also serve notice by email to the email address which the Agent/Landlord has confirmed. Reasonable evidence should be kept of the delivery. Any such Notice served by facsimile transmission or by electronic mail alone is not sufficient. A working day does not include a Saturday, Sunday or Bank Holiday.

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(ii) For the purpose of this clause a Notice required to be issued during the course of the Tenancy, either by the Landlord or Tenant, in relation to the extension, continuation or termination of the Tenancy, or changes to the terms of the Tenancy, and in particular a Notice given by the Landlord under Section 8 (Notice of Proceedings for Possession) or Section 21 (Recovery of Possession on Expiry or Termination of Assured Shorthold Tenancy) as Prescribed by the Housing Act 1988 must always be served by hard copy and in the manner described in 6.1(i) above. Other documents, notices or communications which the Landlord or Tenant may need to give to the other (for example, but not limited to, in relation to the Tenant's security deposit, or rent arrears, or the Landlord requiring access to carry out repairs or an inspection, or where the Tenant wishes to report a problem or request consent from the Landlord) may be served by electronic mail alone.

(iii) Any notice or document to be served on the Tenant may be served by the Landlord or by the Landlord's Agent on behalf of the Landlord.

6.2 **Service of Notice**

For the purposes of Sections 47 and 48 of the Landlord and Tenant Act 1987 the address of the Landlord is as stated on page 1 of this Agreement. Where this address is in England and Wales notices on the Landlord (including notices in proceedings) may be served to this address. Where the Landlord's address is not in England and Wales, the address of the Landlord's Agent as detailed in this Agreement under Definitions may be used as an alternative address for the service of notices on the Landlord (including notices in proceedings). If either of these addresses should change during the term of the Tenancy the Tenant will accordingly be notified in writing.

6.2.1 At the end of the initial fixed term, the Term shall continue on a month- by-month basis until either party shall serve on the other a written notice to bring the same to an end. Such notice, when served by the Landlord, should expire not less than two months after the same shall have been served on the Tenant. In the case of a notice served by the Tenant, such notice should expire no less than one month after service of the same on the Landlord.

6.3 **Housing Act 1988**

This Agreement is intended to create an Assured Shorthold Tenancy as defined in Section 20 of the Housing Act 1988 as amended by Section 19A of the Housing Act 1996, and the provisions for the mandatory recovery of possession by the Landlord in Section 21 thereof apply accordingly as do the provisions of Schedule 2 of that Act.

(i) These provisions require the Landlord or the Landlord's Agent to give the Tenant not less than two months' notice in writing to terminate this Agreement unless possession is required following a breach of this Agreement on the part of the Tenant.

Where possession is sought on non-breach grounds the notice served by the Landlord or the Landlord's Agents cannot be served in the first four months of the tenancy. The notice cannot expire before the end of the fixed term specified on page 1 of this Agreement unless served in accordance with an early termination clause which, if applicable to this Tenancy, will be detailed under Section 8 Special Tenancy Conditions in this Agreement.

The Tenant is required to vacate the property upon the expiry of a lawfully served Section 21 notice on the Tenant, either at the expiry of the specified fixed term or in accordance with an early termination clause.

(ii) The Tenant

(a) 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 Property and

(b) declares that for the duration of the Tenancy hereby created the Property is to be his main and principal home as defined within the meaning of Part 1 Section 1 of the Housing Act 1988

7 **MISCELLANEOUS**

7.1 **Stamp Duty Land Tax**

The Tenant shall be responsible for assessing his liability, if any and at any time, for Stamp Duty Land Tax relating to this Tenancy, and for submitting the appropriate forms and payment to HM Revenue & Customs. Further information may be obtained from the HM Revenue & Customs enquiry line on 0845 6030135 or from their website at www.hmrc.gov.uk/sdlt

7.2 **Agent of the Tenant**

Any payments in respect of or on account of rent made by or drawn on accounts other than those of the Tenant named in this Agreement will be accepted by the Landlord as payment made by or on behalf of the Tenant only and in no circumstances shall constitute the creation of a new Tenancy to any other person.

7.3 **Jurisdiction of Law**

This Agreement shall be governed by and construed in accordance with English Law. Each of the parties hereto irrevocably agrees that the Courts of England are to 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 ("Proceedings") including but not limited to recovery by the Landlord of possession of the Premises and for all such purposes the parties irrevocably submit to the jurisdiction of the English Courts

7.4 **Contract Terms**

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If any provision or clause contained in this contract shall be held by a court of law or other body to be unreasonable or unenforceable then such clause or provision or clauses or provisions shall be deemed to be a severable part of this contract and all remaining parts or clauses or provisions of the contract shall remain in full force and effect

7.5 **Third Party Rights**

Neither party intends any of the terms of this contract to be enforceable by any third party pursuant to The Contract (Rights of Third Parties) Act 1999.

7.6 **Data Protection & Confidentiality**

(i) Letting agents may share details about the performance of obligations under this Agreement by the Landlord and Tenant; past, present and future known addresses and other contact details of the parties, with each other for administrative and accounting purposes, or to help prevent dishonesty, or for occasional debt tracing and fraud prevention. Under the Data Protection Act 2018 the individual parties are entitled, on payment of a fee which will be no greater than that set by statute, to see a copy of personal information held about them and to have it amended if it is shown to be incorrect.

(ii) Unless advised in writing to the contrary, the parties agree that the Landlord's Agent may give their name, address, contact and other details to other companies, including but not limited to, credit and reference providers for referencing purposes and rental decisions; utility providers; contractors instructed by the Landlord or the Landlord's Agent on behalf of the Landlord in order to comply with his statutory and contractual obligations; tenancy deposit protection scheme providers; local authority Council Tax and Housing Benefit/Local Housing Allowance departments; The Home Office and other Government departments; Mortgage lenders and Superior Landlords. This information may be processed on servers outside of the United Kingdom.

(iii) **Immigration Act 2014**: The Landlord or the Landlord's Agent on behalf of the Landlord is required by law to:

(a) retain copies of the passports of the Tenant and all permitted occupiers over the age of 18 named in this Tenancy Agreement (also known as "the Tenant's household"), as well as any other document provided to us for the purpose of carrying out checks regarding those persons' "right to rent" in the UK.

(b) carry out further checks in the event the Tenant, or any person in the Tenant's household, has a time-limited right to rent, once such time expires. If at that stage it is evident that any person does not have a right to rent, there is a further obligation to inform the Home Office of this and give them details of who is living in the property, where it is and what documents are held on file relating to them. This information may also be disclosed to the Home Office if it is necessary for the checks to be undertaking via the Home Office landlords checking service.

(iv) In order to protect their position against any claims or legal issues that might arise in respect of the property and the Tenancy, the Landlord's Agent reserves the right to retain all data and documentation for at least six years from the end of the tenancy or for any longer limitation period which may apply.

7.7 **The Energy Performance of Buildings Regulations 2007**

A valid Energy Performance Certificate relating to this property has been made available to the Tenant prior to the signing of this Tenancy Agreement in accordance with the requirements of the Energy Performance of Buildings (Certificates and Inspections) (England and Wales) Order 2007.

7.8 **Section 45 Flood & Water Management Act 2010**

The above Act places a legal obligation on the Landlord or the Landlord's Agent to provide the water authority when requested with a forwarding address for the Tenant following the end of the Tenancy (see clause 1.54 (ix) and (x))

7.9 **Legionnaires Disease**

In accordance with the Code of Practice issued by The Health and Safety Executive regarding the control of legionella bacteria in water systems, the Landlord confirms that he believes the property is safe and free from any such bacteria at the commencement of the Tenancy. See Clause 1.32(ii) in relation to Tenant obligations in this regard.
The Landlord is obliged to make the Tenant aware that as with any residential property, if water is allowed to stagnate within the hot or cold water systems (ie loft cold water tank, shower units, water filters or similar etc), there is a risk of Legionella. To reduce this risk, the Tenant is responsible for taking some simple control measures including regularly cleaning and disinfecting any shower head/s in the property and where the property has been vacant for more than a week, outlets from any hot or cold water supply should be 'turned on and allowed to flow' to minimise the stagnation. The Tenant must also report if the hot water is not heating properly or if there are any other problems with the water system, so that a repair can be actioned. As with any residential property, an occupant must only drink water from a mains fed cold water tap ie to only drink from the kitchen tap and not from bathroom taps.

7.10 **Immigration Act 2014 – Right to Rent**

The Landlord or the Landlord's Agent on behalf of the Landlord, is required by law to carry out checks on the prospective Tenants and all permitted occupiers aged 18 or over to ensure that they have the right to rent property in England.

This Tenancy Agreement is conditional upon the satisfactory outcome of Right to Rent checks. If these checks have not been completed at the time this Tenancy Agreement is signed, and they subsequently show that the Tenant or any member of the Tenant's household does not have the right to rent, then this Tenancy Agreement will not take effect.

In the event that the Tenancy Agreement does not go ahead as a result of unsatisfactory right to rent checks, the Landlord or the Landlord's Agent acting on behalf of the Landlord, will be entitled to compensation limited to the value one month's rent plus any reasonable expenses incurred for example (but not limited to) reference checks and other administration expenses.

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8 **SPECIAL TENANCY CONDITIONS**

The following clauses detail the further terms which have been individually negotiated and agreed between the Landlord and the Tenant for this Tenancy.

8.1 **Termination**

It is agreed and understood that the Tenancy hereby created may be terminated by serving advance written notice to the Landlord's Agent in accordance with Clause 6.1 and 6.2 above and as outlined in the Tenant Break Clause and Landlord Break Clause **(if any)** below provided always that it is understood that:

1. up to time of the termination the Tenant shall pay the rent and observe and perform the Tenant obligations covenants and conditions contained in this Agreement and

2. immediately on the expiration of such notice the Tenant shall yield up the Property with vacant possession and the Tenancy and everything contained in this Agreement shall cease but without prejudice to the rights and remedies of either party against the other in respect of any claim or breach of obligation arising from the Tenancy.

3. Where the Tenant comprises of more than one person the written notice must be served and signed by all Tenants.

TENANT BREAK

No less than 2 months notice served after completion of the first 4 months of the Tenancy. This means that the Tenancy cannot end before the last day of the first 6 months of the tenancy term as shown on page 1 of this Tenancy Agreement.

LANDLORD BREAK

No less than 2 months notice served in accordance with Section 21 of the Housing Act 1988 after completion of the first 4 months of the Tenancy. This means that the Tenancy cannot end before the last day of the first 6 months of the tenancy term as shown on page 1 of this Tenancy Agreement.

8.2 **Change of Occupier/Tenant Clause**

The tenant(s) hereby accept the Inventory and Schedule of condition and acknowledges that the document will be used upon the termination of this tenancy to complete the check-out process.

The tenant(s) acknowledge that any former tenant who has occupied the property since 30 Sep 2025 has relinquished any claim on any sum relating to the Security Deposit held under this agreement. Furthermore, the current tenant/s agree that should any former tenant who has occupied the property since 30 Sep 2025 seek claim on the Security Deposit, they will be responsible for the direct reimbursement to the former tenant/s.

8.3 **Pet allowed**

It is further agreed between the Landlord and Tenant that the Landlord grants permission for the Tenant to keep a pet in The Property for the duration of the Tenancy. The Tenant agrees not to keep any further pets or animals of any description without the previous consent in writing of the Landlord.

The Tenant hereby undertakes and agrees to remedy and pay for any damage caused to The Property and/or contents of The Property which shall have been caused by The Pet residing in The Property. For the avoidance of doubt any such damage shall not be deemed to be fair wear and tear.

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9 **PAYMENT SCHEDULE**

Payment Schedule for Full Tenancy

30 Sep 2025	£1,450.00
30 Oct 2025	£1,450.00
30 Nov 2025	£1,450.00
30 Dec 2025	£1,450.00
30 Jan 2026	£1,450.00
28 Feb 2026	£1,450.00
30 Mar 2026	£1,450.00
30 Apr 2026	£1,450.00
30 May 2026	£1,450.00
30 Jun 2026	£1,450.00
30 Jul 2026	£1,450.00
30 Aug 2026	£1,450.00
30 Sep 2026	£1,450.00
30 Oct 2026	£1,450.00
30 Nov 2026	£1,450.00
30 Dec 2026	£1,450.00
30 Jan 2027	£1,450.00
28 Feb 2027	£1,450.00
30 Mar 2027	£1,450.00
30 Apr 2027	£1,450.00
30 May 2027	£1,450.00
30 Jun 2027	£1,450.00
30 Jul 2027	£1,450.00
30 Aug 2027	£1,450.00
30 Sep 2027	£1,450.00
30 Oct 2027	£1,450.00
30 Nov 2027	£1,450.00
30 Dec 2027	£1,450.00
30 Jan 2028	£1,450.00
29 Feb 2028	£1,450.00
30 Mar 2028	£1,450.00
30 Apr 2028	£1,450.00
30 May 2028	£1,450.00
30 Jun 2028	£1,450.00
30 Jul 2028	£1,450.00
30 Aug 2028	£1,450.00
Total	**£52,200.00**

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SIGNED BY THE PARTIES

This is a legally binding agreement. Do not sign this agreement if you do not want to be bound by it.

Signed by or on behalf of **The Landlord**

ASIM ERTURK (DIRECTOR) FOR AND ON BEHALF OF LONDONIST INTERNATIONAL MANAGEMENT LTD

Signed by:
Asim Erturk
703E86B3664B49F...

.....

Name (block capitals)

.....

Signature

Date of Agreement 30/9/2025 | 5:38:52 PM BST

Signed By **The Tenant**
The Tenant confirms receipt with this Tenancy Agreement of a copy of the DCLG booklet "How to Rent: The checklist for renting in England"

Once this Tenancy Agreement has been signed the Tenant is responsible for paying any Stamp Duty Land Tax which may apply for this Tenancy Agreement to the HM Revenue & Customs. Failure to pay the Stamp Duty Land Tax within 30 days could result in a substantial fine. Further information can be obtained by telephoning the HM Revenue & Customs Helpline on 0845 6030135 or by visiting their website at www.hmrc.gov.uk/sdlt

This Tenancy Agreement is conditional upon Right to Rent checks showing that the Tenant and all permitted occupiers listed on page 1 have a right to rent. If these checks have not been completed at the time this Agreement is signed and subsequently prove unsatisfactory, then this Agreement will not take effect. See Clause 7.10.

MRS MADALEINY PEREZ

Firmado por:
[signature]
104EA9091E30478...

.....

Name (block capitals)

.....

Signature

Date of Agreement 30/9/2025 | 5:30:50 PM BST

EFRAIN FELIZ MERIGUETE

Signed by:
Efrain Feliz Merigute
5B23D4D154204F7...

.....

Name (block capitals)

.....

Signature

Date of Agreement 30/9/2025 | 5:31:15 PM BST

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PRESCRIBED INFORMATION CERTIFICATE

	DEPOSIT PROTECTION SERVICE (DPS)
Contact details of scheme administrator	The Deposit Protection Service, The Pavilions, Bridgwater Road, Bristol, BS99 6AA
	Tel: 0330 303 0030
	Fax:
	Email: contactus@depositprotection.com
	Website: www.depositprotection.com
Where to find information on the Scheme Administrator to the Landlord which explains the use of the provisions contained in sections 212 to 215 and Schedule 10 to the Act	Provided on the website www.depositprotection.com
Details for the procedures for repayment of cash deposit	Provided on the website www.depositprotection.com
Procedure if the Landlord or Tenant is not contactable at the end of the tenancy	To raise a possible dispute contact 0330 303 0030 or by logging on to your account online at www.depositprotection.com
Procedure when the Landlord and the Tenant dispute the amount to be paid or repaid to the Tenant in respect of the cash deposit	Provided on the website www.depositprotection.com
The facilities available under the scheme for enabling a dispute relating to the cash deposit and be resolved without recourse to litigation	Provided on the website www.depositprotection.com
Deposit Information:	
1. The amount of Cash Deposit paid.	£1,673.07
2. The address of the Property to which the Tenancy Agreement relates.	Flat A, 53 Warminster Road, London, London, SE25 4DQ
3. Contact Details of Landlord/Agent.	Londonist International Management LTD 5 Great James Street, London, WC1N 3DB Tel: 07448407917 Email: umang@londonist.co.uk
4. Contact details of Tenant.	Mrs Madaleiny Perez Tel: 07367174808 Email: madaleinyp@gmail.com Efrain Feliz Meriguete Tel: 07904510530 Email: efrainfeliz29@gmail.com
5. The name, address, telephone number and any e-mail address or fax number of any relevant person.	
6. The circumstances when all or part of the deposit may be retained by the Landlord by reference to the terms of the tenancy.	PLEASE CHECK YOUR TENANCY AGREEMENT FOR THIS INFORMATION
The Landlord confirms that the information provided to the agent in this certificate is accurate to the best of his knowledge and belief and the Tenant has had the opportunity to examine the information.	Signed by: **LANDLORD(S) / AGENT SIGNATURE :** Ilsim Erturk 703E86B3664B49F... 30/9/2025 | 5:38:52 PM BST
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.	Firmado por: **TENANT(S) SIGNATURE :** 104EA9091E30478... 30/9/2025 | 5:30:50 PM BST Efrain Feliz Meriguete 5B23D4D154204F7...

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