ASSURED SHORTHOLD TENANCY AGREEMENT

THE PROPERTY

Flat 704, Judde House, Duke of Wellington Avenue, London, SE18 6DG

THE LANDLORD

Mr Asim Erturk

THE TENANT

Mrs Maryna Bandarenka, Mr Eugene Sergueev

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THIS AGREEMENT is made on 16th June 2023

The Parties to this Agreement and the Property

THIS AGREEMENT IS MADE BETWEEN

A. **Mr Asim Erturk ("the Landlord")**

of **30 Old London Road, Badgers Mount, Sevenoaks, Kent, TN14 7AE**

AND

B. **Mrs Maryna Bandarenka, Mr Eugene Sergueev ("the Tenant")**

of **28 Tooting High Street, London, SW17 0RG**

AND IS MADE IN RELATION TO THE PROPERTY AT:

Flat 704, Judde House, Duke of Wellington Avenue, London, SE18 6DG ("the Property")

The Main Terms of the Tenancy

PROPERTY: The Landlord lets to the Tenant the Property situated at and known as Flat 704, Judde House, Duke of Wellington Avenue, London, SE18 6DG together with the Fixtures and Fittings in and on the Property including all matters detailed in the Inventory and Schedule of Condition signed by the parties at the start of the Tenancy.

CONTENTS: The Property shall be let furnished.

TERM: The Landlord lets to the Tenant the Property for a period of Two Years ("the Term") from and including 26th June 2023 to and including 25th June 2025 ("the Fixed Term").

RENT: The Tenant shall pay £2,350.00 per month being £2,350.00 payable monthly in advance ("the Rent") for the duration of the Tenancy subject to increases agreed on any renewals of the Term.

DEPOSIT:

The Tenant will pay to the Agent when signing this Agreement £2,711.50 as a Deposit. At the end of the Tenancy the Deposit will be returned subject to the possible deductions set out in clause 17 of this Agreement.

PAYABLE: £5,061.50 (being the first Rent instalment together with the Deposit) to be paid by cleared funds on the signing of the Agreement and thereafter £2,350.00 payable on the 26th day of every month in advance without any deductions, by standing order to Foxtons Ltd Client Account No: 53147126, Barclays Bank, Churchill Place, Sort Code: 20-00-00.

Standing orders must be set up to ensure that payments are received by the date stated above.

Signed:

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TYPE OF TENANCY This Agreement is intended to create an Assured Shorthold Tenancy as defined by section 19A of the Housing Act 1988 (as amended) and will take effect subject to the provisions for the recovery of possession set out in section 21 of that Act.

Definitions and Interpretation

"Landlord(s)" includes anyone owning an interest in the Property, whether Freehold or Leasehold, entitling them to possession of it upon the termination or expiry of the Tenancy and anyone who later owns the Property.

"Tenant" includes anyone entitled to possession of the Property under this Agreement. Where the Tenant is more than one person, the Tenant's covenants will be "Joint and Several".

"Joint and Several" means that jointly the Tenants are responsible for the payment of all rent and liabilities falling upon the Tenants during the Tenancy or any extension of it. Individually each Tenant is also responsible for payment of all rent and liabilities falling upon the Tenants as well as any breach of the Agreement. The Landlord may seek to enforce these obligations and claim damages against any one or more of those individuals.

"Agent" is Foxtons Ltd, Building One, Chiswick Park, 566 Chiswick High Road, London W4 5BE.

"Property" includes any part or parts of the building, boundaries, fences, garden and outbuildings belonging to the Landlord unless they have been specifically excluded from the Tenancy. When the Property is part of a larger building the Property includes the use of common access ways and facilities.

"Fixtures and Fittings" include references to any of the fixtures, fittings, furnishings, or contents, floor, ceiling or wall coverings in or on the Property.

"Inventory and Schedule of Condition" is the record of Fixtures and Fittings in the Property drawn up prior to the commencement of the Tenancy by the Landlord or Inventory Clerk which will be given to the Tenant at the start of the Tenancy after the check-in report has been prepared.

"Tenancy" means the entire period the Tenant remains in the Property including any extension or continuation of the contractual Tenancy or any statutory periodic Tenancy arising after the expiry of the original Fixed Term.

"Break Clause" is a clause in the Tenancy agreement which enable either the Landlord or Tenant (or both) to end the Tenancy early.

"Deposit" is the money held by the Landlord's Agent during the Tenancy in case the Tenant should fail to comply with the Terms of this Agreement.

"Stakeholder" - where a Deposit is held as Stakeholder no deductions can be made from the Deposit without consent, preferably in writing, from both parties, or from the court, or an adjudication decision from a deposit protection scheme.

"Emergency" means where there is a risk to life or damage to the fabric of the Property or Fixtures and Fittings contained in the Property.

"Water charges" include references to water sewerage and environmental service charges.

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"Superior Landlord" means the person for the time being who owns the interest in the Property which gives him the right to possession of the Property at the end of the Landlord's Lease of the Property.

"Head Lease" sets out the obligations your Landlord has to his Superior Landlord.

References to the singular include the plural and references to the masculine include the feminine.

The Tenant and Landlord agree that the laws of England and Wales shall apply to this Agreement.

Tenant's Obligations

The Tenant agrees:

1 General

1.1 To be responsible and liable for all the obligations under this Agreement as Joint and Several Tenants, if applicable.

1.2 To take reasonable care not to permit or allow any Licensee or visitor to do or not to do anything that breaches the obligations of the Tenant under this Agreement.

1.3 Not to withhold the payment of any instalment of Rent or any other monies payable under this Agreement on the ground that the Landlord (or his Agent) holds the Deposit or any part of it.

2 Rent and Other Charges

2.1 To pay the Rent at the time and in the manner specified whether or not formally demanded.

2.2 To pay a default fee to the Landlord of interest at the rate of 3% per annum above the Bank of England base rate (as amended from time to time) on any rent or other money payable under this Agreement remaining unpaid for more than 14 days after the day on which it became due.

2.3 To transfer the account and pay the Council Tax or any tax which may be substituted thereafter due in respect of individuals at the Property direct to the relevant local rating authority.

2.4 To pay all charges falling due for the following services used during the Tenancy and to pay a proportion of any standing charge for those services as reflects the period of time that this Agreement was in force:

- telecommunications;
- gas;
- water (including sewerage and other environmental services);
- electricity;
- any other fuel charges;
- council tax;
- TV licence;

2.5 To pay to the Landlord, or Agent, all reasonable costs and expenses incurred by the Landlord in:

- recovering or attempting to recover any Rent or other monies in arrears.
- the enforcement of any reasonable obligation of the Tenant under this Agreement.

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- the service of any Notice relating to any breach of this Agreement whether or not court proceedings are brought.

2.6 To pay the Landlord's or the Agent's reasonable costs in respect of any failure by the Tenant to fulfil his undertakings contained in this Agreement, including:

- bank charges incurred by the Landlord or his agent in relation to cheques, standing orders or direct debits for the payment of Rent not being honoured; and
- taking legal advice and/ or legal action in relation to any breach of this agreement by the Tenant.

2.7 To repay to the Landlord and to compensate him for any council tax or substituted property tax paid to the local authority for the period of the Tenancy.

3 Utilities

3.1 To notify the suppliers of gas, water (including sewerage and other environmental services), electricity, any other fuel charges and telephone services to the Property that this Tenancy has started and to transfer the accounts for these services into the name(s) of the Tenant.

3.2 To inform the utility suppliers of the meter readings taken at the time of the check-in of the Inventory and Schedule of Condition.

3.3 Not to tamper, interfere with, alter, or add to, the installations or meters relating to the supply of such services to the Property. This includes the installation of any pre-payment meter.

3.4 Not to change the telephone number at the Property.

3.5 Not to apply to British Telecom or other telecom providers on the termination of this Agreement for the transfer of the telephone number to any other Property or for the disconnection of the service.

3.6 To indemnify the Landlord for any costs reasonably incurred by the Landlord in reinstating the facilities for the supply of utilities commensurate with the facilities that exist as at the start of the Tenancy.

3.7 To arrange for the reading of the gas, electricity and water meters, if applicable, at the termination of the Tenancy and to supply these readings to the utility suppliers.

3.8 At the termination or sooner ending of the Tenancy to give the forwarding address of the Tenant to the utility suppliers and to the local authority or if this is not done to permit the Landlord or the Agent to do the same.

4 The Condition of the Property: Repair, Maintenance and Cleaning

4.1 To keep the interior of the Property and the Fixtures and Fittings in the same decorative order and condition throughout the Fixed Term as at the start of the Tenancy, as noted in the Inventory and Schedule of Condition, and to make good or repair or replace with articles of similar kind and of equal value such of the furniture and effects as shall be destroyed, lost, broken and damaged. The Tenant is not responsible for the following:

- fair wear and tear;
- any damage caused by fire unless that damage was caused by something done or not done (i.e. by either negligent act or omission) by the Tenant or any other person residing, sleeping in or visiting the Property;

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- repairs for which the Landlord has responsibility (these are set out in paragraph 18.4 of this Agreement);
- damage covered by the Landlord's insurance policy.

4.2 To inform the Landlord or the Agent as soon as reasonably practicable of any repairs or other matters falling within the Landlord's obligations to repair the Property or the Fixtures and Fittings as set out in Paragraph 18.4 of this Agreement.

4.3 To use the Property in a proper and Tenant-like manner and in particular ensure that the Property is in a tidy and presentable state during the last two months of the Agreement when the Property is available to be viewed by prospective Tenants or purchasers.

4.4 At the end of the Tenancy the Tenant agrees to clean (or arrange to have cleaned) the Property to a standard commensurate with the condition of the Property at the start of the Tenancy.

4.5 To clean or pay for the cleaning of the inside and outside of the windows and any blinds fitted in the Property as often as necessary during the Tenancy and within one month before the end of the Tenancy.

4.6 To clean or pay for the cleaning of any working chimneys in the Property annually, or at the end of the Tenancy, provided the Fixed Term is a minimum of one year.

4.7 To keep all smoke and carbon monoxide alarms (if applicable) in the same good working order as at the start of the Tenancy, by replacing batteries where necessary, and to check the alarms monthly to ensure that they work.

4.8 To replace promptly, as soon as the breakage comes to the attention of the Tenant, all broken glass with the same quality glass.

4.9 To take all reasonable precautions to prevent damage occurring to any pipes or other installation in the Property that may be caused by frost, provided the pipes and other installations were adequately insulated at the start of the Tenancy.

4.10 To replace all electric light bulbs, fluorescent tubes and fuses where necessary.

4.11 To take reasonable precautions not to overload the electric circuits at the Property.

4.12 To ensure that any electrical appliances, extension cables or adaptors belonging to the Tenant are in a safe condition.

4.13 To take all reasonable precautions to prevent condensation by keeping the Property adequately ventilated and heated.

4.14 To keep all air vents, extractor fans and ventilation ducts clean and free from obstruction.

4.15 To pay for the reasonable costs of repair to the Property or the Fixtures and Fittings caused by any failure of the Tenant, his family, or his visitors, to comply with the obligations set out in clause 4 of the Agreement, with the exception of fair wear and tear and insured risks.

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4.16 To elect whether to carry out repairs or other works required under this section of the Agreement within one month, unless a shorter period is justified; or whether to authorise the Landlord or the Agent to carry out the work at the Tenant's expense.

4.17 To allow the Landlord or the Agent to enter the Property, with workmen, upon giving to the Tenant at least 24 hours' notice, to carry out repairs or other works required under clause 4.15 when the Tenant has failed to comply with his obligations under the above clause.

4.18 To clean and disinfect any and all showerheads in the Property every six months.

5 Use of the Property

5.1 To use the Property for the purpose of a private residence only in the occupation of the Tenant and his immediate family.

5.2 Not to register a company at the address of the Property.

5.3 Not to run a business from the Property.

5.4 Not to use the Property for any illegal purpose.

5.5 Not to hold or allow any sale by auction at the Property.

5.6 Not to use or consume or allow to be used or consumed any drug or any other substance which is, or becomes, prohibited or restricted by law other than in accordance with any conditions required for the legal use of such restricted substances.

5.7 Not to play or permit to be played so as to be audible outside the Property any musical instrument or equipment before ten o'clock a.m. or after eleven o'clock p.m., or at any time to act in any way which causes annoyance or nuisance to neighbours or other occupants of the building of which the Property forms part.

5.8 Not to decorate or make any alterations or additions to or in the Property without the prior written consent of the Landlord or the Agent.

5.9 Not to remove the Fixtures and Fittings from the Property.

5.10 Not to store the Fixtures and Fittings in any way or place, within, or outside the Property that may reasonably lead to damage to the items or to the items deteriorating more quickly than if they had remained in the Property, without the written consent of the Landlord or the Agent.

5.11 Not to place or erect any aerial, satellite dish, notice, cable equipment, advertisement, sign or board on or in the Property without the prior written consent of the Landlord or the Agent.

5.12 To pay all the costs of installation, removal and repair of any damage done as a result of a breach of clause 5.11 above.

5.13 Not to hang or fix any posters, pictures or other items to the walls of the Property using nails, glue, blu-tac, sellotape or their equivalents, other than with a reasonable number of commercial picture hooks.

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5.14 To make good any excessive damage marks or holes caused by any fixings or their removal.

5.15 To hang laundry outside the Property only in places permitted for this purpose.

5.16 Not to keep any dangerous or inflammable materials (including paraffin, LPG or portable gas heaters) in or on the Property.

5.17 To take reasonable precautions to prevent infestation of the Property by vermin, or animal fleas. If infestation occurs due to something done or not done by the Tenant to pay the costs of removing the infestation and any fumigation and cleaning of the Property or any affected parts.

5.18 To remove all rubbish from the Property, during and at the end of the Tenancy, by placing it in a plastic bin liner and disposing of it in the dustbin or receptacle made available.

5.19 To dispose of all rubbish during and at the end of the Tenancy through the services provided by the local authority.

5.20 To take reasonable precautions not to put or allow any oil, grease, or other harmful or corrosive substance to be put into the washbasins, lavatory, basins, sinks, or drains within or outside the Property.

5.21 To clear or pay for the clearance of any blockage or over-flow in any of the drains, gutters, down-pipes, sinks, toilets, or waste pipes at the Property, if the blockage is caused by the negligence of, or misuse by the Tenant, his family or any visitors or by any breach of this Agreement.

5.22 To leave the furniture and effects at the expiration or sooner determination of the Tenancy in the rooms or places in which they were at the commencement of the Tenancy.

5.23 Not to do, or fail to do anything, which leads to the Property becoming an unlicensed HMO under the Housing Act 2004, or breaches the terms of an existing HMO licence.

6 Insurance

6.1 Not to do, or fail to do anything, that leads to the policy of insurance on the Property, or Fixtures and Fittings not covering any losses otherwise covered by the policy.

6.2 To pay to the Landlord any reasonable increased insurance premium, policy excess or necessary expenses incurred by the Landlord due to the failure of the Tenant to comply with clause 6.1 of this Agreement.

6.3 To promptly inform the police or other authority and the Landlord or Agent as soon as possible of any fire, theft, loss or damage to the Property or Fixtures and Fittings.

6.4 To provide the Landlord or his Agent with written details of any fire, theft, loss or damage, under clause 6.3 above, within a reasonable time of that loss or damage having come to the attention of the Tenant.

6.5 The Tenant's possessions are not covered by the Landlord's insurance policies. The Tenant is strongly advised to take out insurance with a reputable insurer for the Tenant’s possessions as such possessions will not be covered by any insurance effected by the Landlord.

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7 Alarms and Locks

7.1 To fasten all locks and bolts on the doors and windows when the Property is empty and at night.

7.2 To set the burglar alarm (if applicable) when leaving the Property.

7.3 Not to change the burglar alarm code (if applicable) without the prior written consent of the Landlord or the Agent (such consent not to be unreasonably withheld) and to immediately provide the Landlord or the Agent with the Property's new burglar alarm code if the code is changed.

7.4 To indemnify the Landlord for any costs that may be incurred by the Landlord arising from the misuse of the burglar alarm (if applicable) by the Tenant, his family, or visitors.

7.5 Not to install or change any locks in the Property and not to procure the cutting of additional keys for the locks previously installed without the Landlord's prior written consent, such consent not to be unreasonably withheld, except in the case of an emergency. Where due to any act or default by the Tenant it is reasonable for the Landlord to replace or change the locks in the Property, the Tenant shall indemnify the Landlord for any reasonable costs that may be incurred.

7.6 Not to remove any lock or bolt fitted to the Property without the consent of the Landlord or the Agent and where consent is given to make good any resulting damage.

7.7 To immediately provide the Landlord or the Agent with a set of keys to any new lock fitted to the Property. If any lock is installed or changed in the Property without the Landlord's prior written consent, then to remove that lock if required by the Landlord and to make good any resulting damage.

7.8 Not to have any further keys cut for the locks to the Property without notifying the Landlord or the Agent in writing of the number of additional keys cut. Any additional keys that are made shall be provided by the Tenant to the Landlord together with all remaining original keys at the expiration or sooner termination of the Tenancy and in the event that any keys have been lost, pay to the Agent such charges as set out in the Agent's prevailing published scale of fees.

7.9 To return to the Landlord, or the Agent, at the end of the Tenancy (whether before or after the Fixed Term of this Agreement) all keys, remote controls, or other security devices for the Property and to pay a default fee for the actual cost of replacement remote controls or other security devices that have been lost or not returned at the end of the Tenancy.

8 Garden (if applicable)

8.1 To keep the garden in the same condition, character and style as at the commencement of the Tenancy.

8.2 To keep all borders, flower beds, paths and patios free of weeds and in good order.

8.3 To cut the grass regularly during the growing season.

8.4 Not to remove or destroy any existing plants, trees or shrubs without the written consent of the Landlord or the Agent.

9 Leaving the Property Empty

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9.1 To notify the Landlord or the Agent in writing before leaving the Property vacant for any period of 21 days or more during the Tenancy.

9.2 To comply with and pay for any conditions or requirements set out in the Landlord's Policy of Insurance relating to the empty Property. This provision shall apply whether or not the Landlord has been or should have been notified of the absence under clause 9.1 of this Agreement.

9.3 To ensure the security of the Property and the Fixtures and Fittings when it is vacant or unoccupied during the Tenancy, or pay the Landlord's reasonable costs of doing so.

9.4 If the Property is vacant for a period of over two weeks, the Tenant should allow the water to run from all outlets in the Property for one minute before consuming or otherwise using the water.

10 Animals and Pets

10.1 Not to keep any animals, birds, insects or reptiles in the Property without the prior written consent of the Landlord or the Landlord's Agent save that the Landlord will allow the Tenant to keep one Jack Russell Terrier Dog at the Property provided that the Tenant is responsible for making good any damage caused by the animal and is responsible for any additional cleaning or repairs which may be required at the end of the Term due to the occupation of the Property by the animal and provided further that such consent to keep the dog may be revoked at any time at the Landlord's sole discretion upon reasonable grounds.

10.2 Where consent is granted to vary clause 10.1 the Tenant will pay to the Agent a fee to amend this Agreement, in accordance with the Agent's prevailing published scale of fees.

11 Access and Inspection

11.1 To permit any Superior Landlord, the Landlord or the Landlord's Agent and all other persons authorised by the Landlord with or without workmen and others and with all necessary equipment at all reasonable times during the Tenancy with prior appointment (except in case of emergency) to enter upon the Property and to examine the condition of the same or to inspect, maintain, repair, alter, improve or rebuild the Property or any adjoining or neighbouring Property or to maintain repair or replace the Fixtures, Fittings and Effects or for the purpose of complying with any obligations imposed on the Landlord by law.

11.2 To allow the Property to be viewed at all reasonable times during normal working hours (between 9am and 8pm) by prior mutually convenient appointment or on reasonable Notice either via the Tenant or with keys, during the last two months of the Tenancy; following a request by any person who is (or is acting on behalf of) the Landlord or the Agent and who is accompanying a prospective purchaser or Tenant of the Property.

11.3 To permit the Landlord or the Landlord's Agents to erect "For Sale", "To Let", "Sold", "Let By" or "Let and Managed By" boards at their discretion.

11.4 To indemnify the Landlord for any loss incurred by the Landlord as a result of the Tenant failing to keep a previously agreed appointment with any third party at the Property.

12 Assignment

12.1 Not to assign, sublet, part with, or share the possession of all or part of the Property with any other person(s), save for those named as the Tenant(s) in this Agreement, immediate family or children under 18 years of age, without the prior consent of the Landlord/Landlords Agent which, subject to

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references and Right to Rent checks as required by the Immigration Act 2014 & 2016, will not be unreasonably withheld.

12.2 Not to take in lodgers or paying guest, or permit any person other than the person(s) named as the Tenant in this Agreement and any children under 18 years of age, to occupy or reside in the Property, apart from occasional visitors, without the prior consent of the Landlord/Landlord's Agent which, subject to references and Right to Rent checks as required by the Immigration Act 2014 & 2016, will not be unreasonably withheld. Where such consent is given the Tenant will pay to the Agent a fee to amend this Agreement in accordance with the Agent's prevailing published scale of fees.

12.3 Not to advertise the Property on any internet-based marketing website whether for money or otherwise; or other social media or messaging website or app at any time during the Tenancy without the prior written consent of the Landlord.

13 Car Parking and Storage

13.1 To park private vehicle(s) only at the Property. If the Tenant is allocated a car parking space, the Tenant will only park in the space allocated to the Property.

13.2 Not to park or store any boat, caravan, or commercial vehicle at the Property or in any communal car park or parking space without the prior consent of the Landlord or the Agent which will not be unreasonably withheld but which may be withdrawn upon giving reasonable Notice.

13.3 It is the Tenant's responsibility to verify whether they are eligible for any Residents' Parking Scheme operated by the relevant local authority. The granting of this Tenancy does not imply a right to obtain a Resident's Permit.

14 Inventory and Checkout

14.1 The Tenant shall indemnify the Landlord or Landlord's Agent for any loss arising from the failure of the Tenant to keep a mutually agreed appointment to complete the check-out inspection at the termination or sooner ending of the Tenancy which, for the avoidance of doubt, shall include indemnifying the Landlord or Landlord's Agent for any cost incurred in arranging a second check-out appointment. If the Tenant does not keep the second appointment, any assessment made by the Landlord or the Landlord's Agent shall be final and binding on the Tenant.

14.2 Any goods or personal effects belonging to the Tenant or members of the Tenant's household which shall not have been removed from the Property within 14 days after the expiry or sooner, termination of the Tenancy created by this Agreement shall be deemed to have been abandoned provided that the Landlord shall have used his reasonable endeavours to give written notice of the same to the Tenant. In such circumstances the Landlord shall be entitled to dispose of such abandoned goods or personal effects as he shall see fit. The Tenant shall in any event indemnify the Landlord for any costs incurred by the Landlord in connection with the removal, storage or sale of such items.

14.3 The Tenant shall pay by way of damages to the Landlord any additional expenses which the Landlord shall have reasonably incurred in checking the Inventory and Schedule of Condition and/or check-in Report if the same could not reasonably be finalised until any goods or personal effects belonging to the Tenant have been removed from the Property.

15 Head Lease

15.1 To comply with the obligations of the Head Lease.

Signed:

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16 Notices

16.1 To forward to the Landlord or the Agent at the address set out in paragraph 22.1 as soon as reasonably possible any Notice or other communication which is delivered or posted to the Property, or any order made by any authority which may affect, or apply to the Property, its boundaries or neighbouring properties.

The Deposit

17 The following paragraphs set out how the Deposit paid by the Tenant under the main Terms of the Tenancy will be handled.

17.1 The Tenant shall pay on the signing of this Agreement a security Deposit as defined on page 1 of this Agreement to be held by Foxtons, Building One, Chiswick Park, 566 Chiswick High Road, London W4 5BE as Stakeholder. Deposit monies paid to Foxtons in consideration of an Assured Shorthold Tenancy shall be registered within 30 days of monies being received with Tenancy Deposit Solutions Limited (TDSL) in accordance with the Housing Act 2004. Certification confirming the registered deposit shall be provided to the Tenant.

17.2 Upon receiving written Agreement from the Tenant at the end of the Tenancy, the Landlord is entitled to deduct from the sum held as the Deposit any monies referred to in clause 17.6 of this Agreement. If more than one deduction is to be made by the Landlord, monies will be deducted from the Deposit in the order listed in clause 17.6 unless the Landlord is required to apply deductions in a different order e.g. by a policy of insurance or a guarantee.

17.3 At the end of the Tenancy the Tenant shall request the return of the deposit. Within 10 days of this request the Landlord shall return to the Tenant any undisputed amount from the deposit. The Landlord must also inform the Tenant of any proposed deductions.

17.4 At the end of the Tenancy upon written Agreement by both parties to any deductions made under clause 17.6 below, the Landlord's Agent will return the Deposit less agreed deductions in accordance with The Housing Act 2004. In the case of dispute, the disputed monies will be held on account until such time as the dispute is settled. The Tenant must ensure that they comply with the time limits applicable to the deposit protection scheme under which the deposit has been protected.

17.5 If the amount of monies that the Landlord is entitled to deduct from the Deposit exceeds the amount held as the Deposit, the Landlord may require the Tenant to pay that additional sum to the Landlord, within 14 days of the Tenant receiving a request in writing.

17.6 The Landlord may deduct monies from the Deposit (as set out in paragraph 17.2) to compensate the Landlord for losses caused by any or all of the following reasons:

- any fees, default fees, or other monies that the Agent is entitled to recover from the Tenant;
- any instalment of the Rent which is due but remains unpaid at the end of the Tenancy;
- any early termination costs as set out in clause 19.2 by way of damages;
- any damage to the Property or Fixtures and Fittings caused by the Tenant, his family or his visitors;
- any damage to the Property or the Fixtures and Fittings resulting from any breach of the Terms of this Agreement by the Tenant;

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- any reasonable costs incurred in compensating the Landlord for, or for rectifying or remedying, any breach by the Tenant of their obligations under this Agreement relating to the cleaning of the Property and its Fixtures and Fittings and contents at the end of the Tenancy;
- any other breach by the Tenant of the Terms of this Agreement;
- any sum repayable by the Landlord to a local authority where housing benefits have been paid direct to the Landlord by the local authority;
- any unpaid account or charges for the following:
    - telecommunications;
    - gas;
    - water (including sewerage and other environmental services);
    - electricity;
    - any other fuel charges;
    - council tax;
    - TV licence;
- any other monies due under this Agreement.

17.7 The Tenant agrees to the transfer of the Deposit, or the balance of the Deposit, to the purchaser or transferee if the Landlord sells or transfers his interest in the Property. The Landlord shall then be released from any further claim or liability in respect of the Deposit, or any part of it.

17.8 Where the Tenant has been in receipt of housing benefit and if at any time such benefit has been paid direct to the Landlord by a local authority, the Landlord reserves the right to retain the Deposit until such time as the Landlord is reasonably satisfied that no part of such benefit is repayable to the local authority.

17.9 If at any time during the Tenancy the amount held in respect of the Deposit is less than the sum stated on page 1 of this Agreement then the Landlord may require the Tenant to top up the Deposit to the amount stated on page 1.

17.10 The Landlord shall not be obliged to refund the Deposit or any part of the Deposit during the Fixed Term as a result of any change in the person or persons who are named as "the Tenant".

17.11 Where there is more than one Tenant, the Landlord can discharge his obligation to repay the Deposit by making payment to one, some or all of the Tenants.

17.12 Should the Tenant notify the Landlord's Agent of a disputed portion of Deposit deductions, the value of monies in dispute must be transferred to the client account of the scheme provider within 10 days of notification or request by the scheme provider. The funds in dispute will be subsequently released either by mutual agreement between Landlord and Tenant, via court order or as a result of arbitration through the Alternative Dispute Resolution service. Should Landlord and Tenant use the Alternative Dispute Resolution service both parties are bound by the subsequent ruling.

Landlord's Obligations

18 The Landlord agrees:

Signed:

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18.1 To allow the Tenant to quietly live in and enjoy the Property during the Tenancy, except in an emergency, without any unlawful interruption (subject to the provisions of clause 11 above) by the Landlord or any person rightfully acting on behalf of the Landlord.

18.2 To obtain all necessary consents to enable the Landlord to enter this Agreement (whether from Superior Landlords, lenders, insurers, or others).

18.3 To insure the buildings, and the contents of the Property belonging to the Landlord, under a general household policy with a reputable insurer.

18.4 Sections 11-16 of the Landlord and Tenant Act 1985 (as amended by the Housing Act 1988) apply to this Agreement. These require the Landlord to keep in good repair and working order the structure and exterior of the Property (including drains, gutters and pipes). This legislation also applies to all appliances, plumbing, mechanical and electrical equipment belonging to the Landlord and forming part of the Fixtures and Fittings. The Landlord agrees to maintain the same in such condition at his own expense during the Fixed Term of the Tenancy, unless they have been damaged or broken due to the negligence or misuse of the Tenant, his family or visitors. The Landlord will not be responsible for any loss or inconvenience suffered by the Tenant as a result of the failure of any other supply or service to the Property by any other party or body.

18.5 The Landlord shall take all reasonable steps to ensure that the Property complies with the Homes (Fitness for Human Habitation) Act 2018.

18.6 To ensure that all the furniture, soft furnishings and equipment within the Property complies with the Furniture and Furnishings (Fire) (Safety) Regulations 1988 as amended in 1993.

18.7 To confirm that all gas appliances comply with the Gas Safety (Installation and Use) Regulations 1998 and that a copy of the Safety Check Certificate will be given to the Tenant prior to the commencement of the Tenancy.

18.8 To confirm that all electrical appliances comply with the Electrical Equipment (Safety) Regulations 1994, and the Plugs and Sockets etc. (Safety) Regulations 1994.

18.9 To ensure the Property is compliant with The Smoke and Carbon Monoxide Alarm (England) Regulations 2015 at the start of the Tenancy.

18.10 To test the smoke alarm on each level of the Property, and carbon monoxide alarms (if applicable), and ensure these are operable and in good working order at the start of the Tenancy, and that these checks are recorded in writing. The Landlord shall also conduct regular testing of said alarms if this is required under property licensing regulations operated by the local borough council.

18.11 The Landlord is responsible for ensuring that the Property is compliant with Health and Safety Executive form ACOP L8 'The Control of Legionella Bacteria in Water Systems' both at the start of and throughout the Tenancy. This is done by the Landlord undertaking a Legionella risk assessment and, if necessary, making any required changes to the water system of the Property.

18.12 To comply with all the obligations imposed upon the Landlord by a Superior Landlord if the Property is held under a Superior Lease.

Signed:

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18.13 To take all reasonable steps to ensure that the Superior Landlord complies with the obligations of the Superior Lease.

18.14 To pay all outgoings for the Property apart from those specified as the obligations of the Tenant in this Agreement.

18.15 To pay for the cost of checking the Inventory and Schedule of Condition at the start of the Tenancy and at the end of the Tenancy, or sooner termination thereof.

18.16 To clean or pay for the cleaning of the Property and the Fixtures and Fittings to a professional standard prior to the commencement of the Tenancy.

Ending this Agreement

The Landlord and Tenant agree:

19 Ending the Tenancy and Forfeiture

The following clause details how the Landlord can regain possession of the Property if the Tenant breaches terms contained within this Agreement. The wording is required by the Housing Act 1988 (as amended) in order for the Landlord to rely on the various grounds for possession listed in Schedule 2 of that Act. For the avoidance of doubt this clause does not affect any rights of the Tenant under the Protection from Eviction Act 1977 and therefore the Landlord cannot evict the Tenant or re-enter the Property without first carrying out the correct possession procedures through the courts and obtaining a court order.

19.1 If at any time:

(a) the Rent, or any part of it remains unpaid for 14 days after falling due, whether formally demanded or not; or

(b) if any agreement or obligation of the Tenant is not complied with; or

(c) if any of the grounds set out in Schedule 2 of the Housing Act 1988 (as amended) being grounds 1, 2, 7A, 8, 10, 11, 12, 13, 14, 14ZA, 15 or 17 are made out; or

(d) In the event that the landlord has been the owner-occupier of the Property and or the Property is subject to a mortgage the Landlord hereby gives and the Tenant acknowledges receipt of Notice that:

(i) the Landlord has been the owner-occupier of the Property within the meaning of Ground 1 of Schedule 2 of the Housing Act 1988 and possession of the Property may be recovered by the Landlord under the said Ground 1 and

(ii) the Property is subject to a mortgage within the meaning of Ground 2 of Schedule 2 of the Housing Act 1988 and possession of the Property may be recovered by the mortgagee under the said Ground 2.

(e) if the Tenant being an individual shall become bankrupt or enter into any arrangement with his creditors or being a company should either enter into liquidation whether compulsory or

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voluntary or should have a receiver appointed of its undertakings or assets or in any case should suffer any execution to be levied on the Tenant's goods; or

(f) if the Property shall be left unoccupied for more than 21 days;

then it shall be lawful for the Landlord at any time thereafter to re-enter upon and take possession of the Property and immediately thereupon the tenancy hereby created shall be determined and the Landlord may give written Notice to the Tenant that the Landlord seeks possession of the Property through the Courts. This clause does not prejudice any other rights that the Landlord may have in respect of the Tenant's obligations under this Agreement.

19.2 Early Termination Costs

19.2.1 If the Tenant vacates the Property prior to the end of the Fixed Term (or break clause if applicable), the Tenant will remain liable to pay Rent until the Fixed Term expires unless otherwise agreed.

19.2.2 The Landlord is not required to allow the Tenant to end the Tenancy early but if the Tenant asks the Landlord to end the Tenancy early i.e. seeks the Landlord's agreement to surrender the Tenancy, the Tenant agrees that:

- The Landlord may market the Property to look for a new tenant; and
- The Landlord may grant a tenancy to a new tenant on reasonable terms and on the commencement of that new tenancy this Agreement shall be terminated.

19.2.3 Where the Tenancy is terminated early (surrendered) at the Tenant's request, the Tenant agrees to pay:

- an amount equal to the difference between the original Rent and new lower rental figure up to the end of the original Fixed Term, if the new tenancy is for a lesser rent;
- an amount equal to any pro-rata commission fees that have been incurred by the Landlord for the unexpired portion of the Tenancy, if the Tenancy is terminated during the Fixed Term; and
- the Landlord's agent's reasonable costs in respect of the termination of the tenancy.

Example: if you rent a Property for £1,950.00 pcm and wish to leave the Property with 6 months remaining on the Fixed Term and it takes 2 months to find a new tenant you would be required to pay:

- an amount equivalent to 2 months' additional rent i.e. 2 x £1,950.00 = £3,900.00;
- an amount equivalent to 4 months' commission, calculated as original commission paid ((£1,950.00 x 12 = £23,400.00) x 13.2% (inc VAT) = £3,088.80), minus commission paid for 8 months ((rent of £1,950.00 x 8 = £15,600.00) x 13.2% (inc VAT) = £2,059.20) = £1,029.60; and,
- if the Property is re-let at a lesser rent e.g. £1,940.00 pcm, you would be responsible for paying an additional sum equal to £10.00 pcm until the end of the Original Fixed Term, being the difference in the original Rent and the new lesser rent, which would be (£1,950.00 - £1,940.00) x 4 months = £40.00.

Therefore in this example the total owing would be £4,969.60.

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19.2.4 For the avoidance of doubt this clause shall not take effect where the Tenant is operating a break clause contained in this Agreement.

Break Clause

19.3 Either party shall have the right to terminate this Agreement by giving the other party not less than two months' advance written Notice. In the case of the Tenant such Notice will only be effective if sent by recorded delivery to Tenancy Terminations, Foxtons Ltd, Building One, Chiswick Park, 566 Chiswick High Road, London W4 5BE or alternatively via email to endmytenancy@foxtons.co.uk. This Notice may not expire before the end of the first twelve months of the Tenancy.

20 Interruptions to the Tenancy

20.1 If the Property is destroyed or made uninhabitable by fire or any other risk against which the Landlord's Policy of Insurance has insured, Rent shall cease to be payable until the Property is reinstated and rendered habitable unless the insurance monies are not recoverable (whether in whole or in part) because of anything done or not done by the Tenant or his visitors.

20.2 If the Property is not made habitable within one month, either party may terminate this Agreement with immediate effect, by giving written Notice to the other party.

General

21 Data Protection

21.1 The personal data of the parties will be processed by the Agent in accordance with all applicable data protection and privacy laws. Current and future contact details of the parties may be provided to each other, utility suppliers, the local authority, any credit or reference providers and for debt collection purposes. Further details of processing activities are set out in the Agent's Privacy Notice which can be found at: www.foxtons.co.uk/help/termsconditions.html.

22 Notices

22.1 The Landlord notifies the Tenant (in accordance with sections 47 and 48 of the Landlord and Tenant Act 1987) that the address at which Notices (including Notices in proceedings) or other written requests may be sent or served on the Landlord is: **30 Old London Road, Badgers Mount, Sevenoaks, Kent, TN14 7AE.**

22.2 Any Notices served on the Tenant shall be sufficiently served if sent by ordinary First Class post or by Recorded Delivery or by Special Delivery to the Tenant at the Property or the last known address of the Tenant, or if left addressed to the Tenant at the Property, and shall be deemed delivered as follows:

- in the case of ordinary First Class post, two working days after posting; or
- in the case of Recorded Delivery, two working days after posting; or
- in the case of Special Delivery, one working day after posting; or
- when left addressed to the Tenant at the Property, the same day.

22.3 Service of notices shall also be deemed valid if sent by email to the following email address provided by the Tenant at the start of the Tenancy and which the Tenant has confirmed as being their own: bond.marina@gmail.com

The Tenant may also serve notice via email to the following email address which the Landlord's Agent has confirmed as being their own: endmytenancy@foxtons.co.uk

Signed: Maryna Bandareska (Jun 16, 2023 18:05 GMT+1)

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Both the Landlord/Landlord's Agent and Tenant confirm that there are no limitations to the recipient's agreement to accept service by such means as set out in Clause 4.2. of Practice Direction 6A of the Civil Procedure Rules. If the email is sent on a business day before 16:30 then it shall be deemed served that day; or in any other case the next business day after the day it was sent.

22.4 Section 21 of the Estate Agents Act is not applicable in this Tenancy.

23 Smoking

23.1 The Tenant agrees that neither he/she nor any of his/her guests will smoke inside the Property during the Tenancy. Any damage caused from smoking in breach of this clause shall be made good at the end of the Tenancy at the expense of the Tenant.

24 Parking

24.1 It is hereby agreed that no car parking space(s) shall be provided by the Landlord for the duration of the Tenancy and any renewal period thereafter agreed.

Signed: .....

Maryna Bandarenka (Jun 16, 2023 18:05 GMT+1)

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You should read this document carefully and thoroughly. Once signed and dated this Agreement will be legally binding and may be enforced by a court. Make sure that it does not contain Terms that you do not agree with and that it does contain everything you want to form part of the Agreement.

If you are in any doubt about the content or effect of this Agreement, we recommend that you seek independent legal advice before signing.

bond.marina@gmail.com

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