

# WINKWORTH

## **Residential Tenancy Agreement (Non Assured Shorthold Tenancy)**

### **NOTICE TO ALL PROSPECTIVE TENANTS**

**This is a Residential Tenancy Agreement but it is not an Assured Shorthold Tenancy Agreement. You should take time to read it carefully before you sign it and if necessary seek advice.**

**When completed it will be the contract between you, the Tenant, and the Landlord of your new rented home**

### **IF YOU NEED TO SERVE A NOTICE ON THE LANDLORD PLEASE NOTE:**

**For the purposes of the Landlord and Tenant Act 1987 Section 48 the Landlord notifies the Tenant that the Tenant may serve notices (including notices in proceedings) on the Landlord at the address stated in clause 1.2 (1)**

**How to find your way around this agreement**

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These are split into the following sections:

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## Clause 1 The Particulars and Main Terms of the Agreement

- 1.1** DATE OF THIS AGREEMENT **11 October 2013**
- 1.2** PARTIES:
1. THE Landlord
- Morell Properties Investments  
C/o Winkworth  
207 – 217 Lavender Hill  
London  
SW11 5SD**
2. THE Tenants
- All tenants are jointly and severally liable for the rent
- Mr Ronnie Campbell**
- 1.3** PROPERTY The dwelling house situated at and being
- 
- SE11**
- 1.4** TERM A term of **17 months and 4 days** from the Commencement Date (subject to the provisions for earlier termination set out in clauses 4.2 and 5(7))
- 1.5** COMMENCEMENT DATE **03 December 2013**
- 1.6** RENTAL PERIOD **Monthly**
- 1.7** RENT **£1,408.34 (One Thousand Four Hundred and Eight Pounds and Thirty Four Pence)** for each Rental Period payable in advance on the first day of each such Rental Period payable to Tamenregion Ltd t/a Winkworth.
- The first payment to be made by banker's draft, bank transfer (cleared funds) or building society cheque, and paid to the Agent when this agreement is signed. Subsequent payments are to be made by **One** Standing Order to the account of Agent
- 1.8** DEPOSIT **£1,950.00** to be held in accordance with the provisions of clause 6

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## **Understanding and Guidance**

Where this agreement refers to "you" it means "the tenant".

You need to understand what is meant by the following expressions:

"the agents" means Tamenregion Ltd acting as Winkworth who have been appointed as the Landlord's agents or any new agent of which you have been given notice of.

"the Landlord" means the person who owns the Property and who is agreeing to let you have a tenancy of it.

"The Landlord" includes all the parties to this agreement named in clause 1.2(1) and any persons who become the landlord later.

"the Property" means the property described in clause 1.3 and includes any part of such property as well as the fixtures, fittings and appliances in it.

"the Rent" means the rent set out in clause 1.7

"the Superior Landlord": Sometimes your landlord may himself have a landlord. This person is "the Superior Landlord".

"the Tenant" means the person who is agreeing to take a tenancy of the Property. "the Tenant" includes all the parties to this agreement named in clause 1.2(2) and any persons who become the Tenant later.

"the Term" means the term of the tenancy described in clause 1.4 and any extension to this.

"the Inventory and Schedule of Conditions" means a detailed list of the condition and cleanliness of the demised property including the contents, fixtures and fittings including the garden (if any). This would have been prepared by either the Landlord or by an independent inventory clerk/company.

**For further guidance in this agreement**

- \* **The singular includes the plural and the plural includes the singular.**
- \* **Any obligation undertaken by more than one person is a joint and several obligation. This means that each of those persons is individually bound by the obligations and the obligations can be enforced in full against any one of those persons without enforcing against the other(s).**
- \* **A reference to any one gender includes all other genders.**
- \* **A reference to a statute includes a reference to any statutory material amending or replacing it and any subordinate legislation made under it.**

NOTE: In addition to your rent you must pay council tax and pay for utility services to the property. These terms are set out in clause 2A

**1.9 Interest rate**

**Interest is due on late payments under this Agreement at a rate of 4% above the base rate of Barclays Bank plc.**

**1.10 Inventory and Schedule of Condition**

**To be provided if applicable.**

**1.11 Furniture**

**The furniture and effects which are in the property details of which are set out in the inventory and schedule of condition**

**1.12 Letting**

**The Landlord lets the property to the Tenant for the Term on the terms of this agreement.**

**1.13 Statutory Provisions**

**This agreement does not create an assured tenancy agreement or an assured shorthold tenancy agreement under the Housing Act 1988.**

You should seek advice if you are unsure of the consequences of this agreement not being an assured tenancy agreement or an assured shorthold tenancy agreement

**IMPORTANT NOTES :-**

- (1) **YOUR LANDLORD DOES NOT INSURE YOUR POSSESSIONS. IT IS YOUR RESPONSIBILITY TO INSURE YOUR POSSESSIONS AND YOU ARE STRONGLY URGED TO TAKE OUT YOUR OWN CONTENTS INSURANCE.**

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## **Clause 2 The Tenant's Obligations**

**These are the obligations you take on when you become the Tenant of this property.**

### **2A What you are required to pay**

The Tenant agrees with the Landlord to pay as follows:

**(1) Rent**

The first payment to be made by bank transfer (cleared funds), banker's draft or building society cheque, and paid to the Agent when this agreement is signed. Subsequent payments are to be made by One Standing Order to the account of the landlord or as directed by the Agent

In addition to your rent you must pay council tax and pay for utility services to the property. These terms are set out in clause 2A

To pay the rent as set out above in clause 1.7, whether demanded or not. If the Rent or any other sums due to the Landlord are not paid on the due date the Tenant will bear interest at the rate of 4% per annum above the base rate from time to time of Barclays Bank plc

**(2) Interest on late payments**

To pay interest at 4% over the base rate of Barclays Bank Plc on any payments of rent which are late.

**(3) Council Tax**

To pay any council tax and any similar or replacement tax, chargeable on the property during the term.

**(4) Payments for services**

To pay for all gas, electricity, water and sewerage and telephone service supplied to the property during the term (including a fair proportion of the standing charges for these services which relate to the term.) At the end of the tenancy the Tenant must arrange for final bills for the services to be issued and paid promptly.

**NOTE: Clause 2B(1) places more obligations on you in respect of the services at the property.**

**(5) Television licence**

To pay for a valid television licence for any television in the property.

**(6) Cost of new keys and locks if they are lost or stolen.**

**(a) To pay the reasonable costs of replacing any keys that are lost.**

**(b) If, because keys have been lost by the Tenant, there is a real risk to the security of the property, the Tenant must pay the costs of changing the locks.**

**(7) Compensation for damage to the property**

At the end of the Term to pay reasonable compensation to the Landlord if the Tenant has failed to take reasonable care of the property. This may include paying for the breakages and paying for the professional cleaning if this is necessary.

If a professional clean has been done prior to your move in then one must be done on leaving the property.

**(8) Landlord's costs of consents under this agreement**

To pay the Landlord's reasonable and justifiable costs in connection with all applications by the Tenant for consent under this Agreement

**(9) Administration costs**

To pay justifiable costs of the Landlord or the agent resulting from breaches of this agreement by the Tenant.

**(10) Inventory check out costs**

Where an inventory and schedule of condition has been compiled by an independent inventory company/clerk at the cost of the Landlord prior or at the commencement of the tenancy then an independent inventory company/clerk will be instructed by the Landlord or their Agent to carry out an inventory check out report at the end of the tenancy such reasonable cost to be paid by the tenant.

## **2B What you must do as Tenant**

### (1) Tenant's obligations as to services

- (a) To arrange for all accounts for the supply of gas, electricity, water and telephone services to the property to be transferred as soon as possible into the name of the Tenant.
- (b) Not to allow any of the services mentioned in this clause to be disconnected, altered or removed.
- (c) Not to arrange for or allow the telephone number for the property to be changed and not to transfer this telephone number to another property when this agreement comes to an end unless the Landlord consents. The Landlord will not unreasonably withhold consent.

### (2) Use of the property as a home

To use the property only as a home for the Tenant and any other person living at the property as their home to whom Landlord has consented pursuant to clause 2C(1)(b).

### (3) Care of the property, its furniture and effects

To maintain the interior of the property, the internal decorations, the furniture and effects and any fixtures, fittings and appliances in as good condition as they were in at the beginning of the tenancy. Fair wear and tear is outside this obligation.

### (4) Breakages

To repair or replace with identical items (or items of similar kind and value) or to pay a fair sum to the landlord in compensation for, any of the furniture and effects which are damaged, destroyed, or lost by the tenant or his invitees or as a result of lack of reasonable care by the tenant. Fair wear and tear is outside this obligation.

### (5) Care of furniture and effects

To return the property and the furniture and effects to the Landlord at the end of the Term in the same condition as they were in at the start of the Term, fair wear and tear excepted.

### (6) Broken glass

To replace immediately any glass broken by the tenant.

### (7) Failed light bulbs

To replace any light bulbs or tubes that fail.

### (8) Notice of disrepair

To inform the Landlord promptly of any disrepair for which you believe the Landlord is responsible.

**NOTE: YOUR LANDLORD MAY NOT BE LIABLE FOR REPAIRS IF YOU DO NOT TELL HIM ABOUT REPAIRS WHICH NEED DOING**

**NOTE: IT IS YOUR LANDLORD'S DUTY TO REPAIR THE STRUCTURE AND EXTERIOR OF THE PROPERTY. HIS OBLIGATIONS ARE SET OUT IN CLAUSE 3.**

### (9) To comply with Landlord's repair notice

- (a) To comply within one month with any notice given to the Tenant by the Landlord which sets out breaches of this agreement and requires the Tenant to put them right. **The Tenant may ask the Landlord to extend this period, and the Landlord will not unreasonably refuse an extension.**
- (b) To allow the Landlord, the agents or anyone with written authority from the Landlord or the agents, with or without workmen, to have access to the property to carry out any works of repair and decoration specified to the Tenant that have not been carried out before the notice expired. The Landlord or agents must give at least 24 hours' written notice that they require access and work will only be carried out at reasonable times of the day.
- (c) The Tenant must pay within 30 days of demand the Landlord's reasonable costs of doing such works. The Landlord must first produce itemised bills for all costs claimed.

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(10) Cleaning

- (a) To keep the property clean.
- (b) To clean the windows in the property and any net curtains regularly.
- (c) To keep clear from blockages, gutters and drains when leasing a whole house dwelling.

(11) Chimneys

To clean and sweep chimneys and flues (if any) in the property as often as necessary. (But only if the Landlord has granted permission for the Tenant to have an open fire at the property in designated fireplaces.)

(12) Looking after the garden

To keep the garden and window boxes (if any) properly maintained, reasonably free from weeds and in a neat and tidy condition. The Tenant must mow any grass and keep any trees and shrubs pruned.

(13) Use of water

- (a) To use baths, sinks, taps, and toilets carefully and reasonably and to pay for any costs resulting from failure to use them in a Tenant-like manner.
- (b) To take adequate precautions to prevent flooding of the property by washing machines and other appliances or by baths or showers.
- (c) To take such precautions as are reasonable to prevent the pipes in the property freezing.

NOTE: The best way to do this may be to run the heating at least once a day in cold weather.

**NOTE: It is your Landlord's duty to maintain the installations in the property in proper working order for the supply of water, gas, electricity and sanitation and for heating and water heating. Your Landlord's obligations are set out in section 3.**

(14) Landlord's rights of entry into the property

To allow the Landlord or the agents or workmen with written authority from the Landlord or the agents to enter the property:

- (a) To inspect the condition of the property;
- (b) To carry out works to the property which are not the responsibility of the tenant; or
- (c) To ensure the safety of the Landlord's gas service and appliances.
- (d) To carry out the annual gas safety record and electrical tests that are required

Unless it is an emergency, the Landlord must give not less than 24 hours' prior written notice to the Tenant before entering the property and the Landlord, agent or contractor will attend at a reasonable time. Even in an emergency, the Landlord will try to give as much notice as possible.

**NOTE: YOUR LANDLORD HAS RIGHTS AND OBLIGATIONS IN LAW TO INSPECT THE PREMISES UNDER SECTION 11(6) OF THE HOUSING ACT 1988 AND UNDER THE GAS SAFETY (INSTALLATION AND USE) REGULATIONS 1998.**

(15) Security of the Property

(a) To ensure that the property is properly secured at night and whenever it is unoccupied by securing all windows and doors using all locks provided and by setting the burglar alarm (if any). **Note: Failure to do this may invalidate the insurance of both Landlord and Tenant.**

(b) To reimburse the Landlord for any insurance payout lost because the Tenant did not properly secure the property.

(16) Notice received at the property

To send promptly to the Landlord or Agent any notices, letters or other documents received at the property which



(4) Guests and lodgers

Not to take in any paying guest or lodger.

(5) Carrying out of repairs by the Tenant

Except in an emergency, not to arrange for any repairs to be carried out to the property that are the Landlord's responsibility unless you have previously notified the Landlord of the disrepair and the Landlord has failed to carry out repairs within a reasonable time of your notice.

(6) Altering the Property

(a) Not to alter or add to the property in any way.

(b) Not to cut down or remove any trees, shrubs and plants in the garden (if any) and not to alter the layout of the garden without the Landlord's consent, such consent not to be unreasonably withheld.

(c) Not to alter or change or install any locks to doors or windows in the property without the consent of the Landlord, such consent not to be unreasonably withheld. The Tenant must leave any such installed items in place at the end of the agreement at no cost to the Landlord. The Tenant must hand over all keys cut.

(7) Redecorating

Not to redecorate any part of the property without the Landlord's written consent. The Landlord will give consideration to the Tenant's proposals for methods and colours and his consent will not be unreasonably withheld. **Note: Any damage done to the decoration without consent will be noted on the damage schedule at the end of the Tenancy and a claim will be made against the Tenant.**

(8) Furniture

(a) Not to remove any of the furniture and effects from the property

(b) If the property is let furnished, not to bring any new items of furniture onto the property without the Landlord's written consent which will not be unreasonably withheld providing the Tenant's items are of proper quality and suitable for a residential unit.

(9) Not to cause annoyance

Not to do anything or allow anything to be carried out on the property which could annoy or be a nuisance to the owners or occupiers of neighbouring properties (which may include your Landlord if he retains property nearby such as the common parts of a building) or to persons in the locality

(10) Making a noise

Not to play any music, sing or make any sound in the property that annoys or is a nuisance to the occupiers of neighbouring properties. In particular not to play any music, sing or make any sound in the property that can be heard outside the property between 11pm and 7am.

(11) Pets

Not to keep any animals or birds or pets of any type in the property without the Landlord's consent, such consent not to be unreasonably withheld. **Note: (1) The Landlord will not consent to any pets which may cause damage to property and contents, or can be a health hazard or cause a nuisance to neighbours. (2) The Landlord may reasonably withhold consent if the superior lease prohibits or restricts the keeping of any animals or birds or pets in the property.**

(12) Fire Hazards

Not to keep anything at the property or garage which is a fire hazard. Not to use any paraffin stove or similar appliance, or to use any naked flame. Not to obstruct or allow to be obstructed any fire exit at the property. To replace batteries in any smoke alarms in the property and check that the smoke alarms are working every two weeks. **NOTE: This is for the benefit of both Tenant and Landlord as this could invalidate the Landlord's and the Tenant's insurance policies.**

(13) Leaving the property empty

Not to leave the property unoccupied for more than 21 days at a time without notifying the Landlord or the Landlord's agent in advance. **NOTE: This is so that due consideration can be given by both Landlord and Tenant to the insurance, security and safety of the property while the Tenant is away. Long absence by the Tenant could invalidate the Landlord's and the Tenant's insurance policies.**

(14) Landlord's insurance

The tenant/s to abide by all the clauses and obligations in this tenancy agreement so as not to do anything which

are addressed to the Landlord or which affect the Landlord's interest in the property, and to notify the Landlord's agent by telephone of any such notices, or letters that have been received. The Landlord will reimburse the Tenant for any costs incurred.

(17) Sale and re-letting

- (a) To allow the Landlord or agent during the Term to enter and view the property with proposed buyers of the property (if applicable) on a reasonable number of occasions.
- (b) To allow the Landlord or agent during the last eight weeks of the Term to enter and view the property with prospective Tenants on a reasonable number of occasions.

In each case the Landlord must give not less than 24 hours' prior written notice to the Tenant before entering the property and the Landlord or agent will attend at a reasonable time. If possible, the time of the viewing will be agreed with the Tenant.

- (c) To allow letting agents' "to let" boards and estate agents' "for sale" boards (if applicable) to be put up on the property so long as they do not interfere with the Tenant's use of the property.

(18) At the end of the tenancy

- (a) To replace all furniture and effects in their original locations as described in the inventory. **Note: this is for the benefit of both the Landlord and Tenant to make the check out procedure as simple as possible.**
- (b) To give the Landlord vacant possession by 1300 hours on the last day of the term.
- (c) As the property is vacated, to return to the Landlord all keys (both the original keys as well as any additional keys made) relating to the property.
- (d) To remove all personal possessions and any rubbish from the property.

**C What you must not do as Tenant**

(1) Use of the Property

- (a) Not use the property for any trade, business or profession. **Note: this will not prevent you from bringing work home or making some business telephone calls from the property.**
- (b) Not to allow anyone other than the Tenant to live in the property as their home without prior written consent from the Landlord and Agent, such consent not to be unreasonably withheld.

(2) **Sub-letting or assignment.**

Not to sublet or assign or part with possession of the property or any of it in the term without prior written consent from the Landlord and Agent, such consent not to be unreasonably withheld.

(b) The Landlord's consent will not be unreasonably withheld. But any person to whom the Tenant wishes to assign or part with possession must apply to the agent and provide all references and information, credit checks and interviews required of new Tenants. The Landlord shall be entitled to refuse consent if the person(s) would not be acceptable as applicants for a new tenancy

(c) The Landlord will within a reasonable time of being asked for consent.

- (i) give consent if it is reasonable to do so;
- (ii) give the Tenant written notice of his decision including any conditions of consent or the reasons for refusing consent.

(3) **Sub-letting or assignment after the expiry of the Term of this agreement**

If the Term expires and a statutory periodic tenancy arises, not to assign, sub-let or part with possession of the property or any part of it without the Landlord's consent. In this situation the Landlord is entitled to refuse consent as he sees fit.

**IMPORTANT NOTE: THE LANDLORD MUST PROVIDE WRITTEN REASONS FOR ANY REFUSAL OF CONSENT TO SUB-LET OR ASSIGN THIS AGREEMENT.**

**2 D Individually Negotiated Clauses**

These clauses have been agreed between the parties to this agreement in addition to or to replace the standard clauses.

**It has been agreed by both parties that the property will be professionally cleaned at the start of the tenancy, and the tenants must have the property professionally cleaned at the end of the tenancy at their own cost.**

may cause the Landlord's insurance policy that covers the property to become void or voidable or the premium on any such policy to be increased.

(15) Hanging items out of the window

Not to hang any clothes or items out of the windows of the property.

(16) Fixing items to the walls

Not to attach any item to the walls of the property using adhesive tape or other fixture and not to insert any nails, screws or pins into the walls or any woodwork in the property without the Landlord's consent, such consent not to be unreasonably withheld. **Note: This is to avoid damage to the property. Any damage done to the property and decorations without consent will be noted on the damage schedule at the end of the tenancy and a claim will be made against the Tenant.**

(17) Smoking

Tenants and/or visitors are not permitted to smoke in the property.

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## **Clause 4 Recovery of possession**

Unless there is an agreement between you and the Landlord for termination of the tenancy, only the Courts can award possession of the property to the Landlord.

This section sets out the ways in which your Landlord may recover possession of the property from you.

(1) If the Tenant does not live in the property as his only or principal home, then if

- (a) at any time any money payable under this agreement remains unpaid for 14 days after becoming payable (whether formally demanded or not) or
- (b) if the Tenant is in breach of any of the terms of this agreement,

then the Landlord may re-enter the property (or part of it) and upon re-entry the Term shall come to an end.

(2) The landlord can recover possession by terminating this tenancy by giving two months' written notice to expire not earlier than **17 months and 4 days** from the commencement date of the Term.

(3) If any person is living in the property as his only or principal home, then if

- (a) at any time any money payable under this agreement remains unpaid for 14 days after becoming payable (whether formally demanded or not) or
- (b) if the Tenant is in breach of any of the terms of this agreement, then the Landlord may re-enter the property (or part of it) and upon re-entry the Term shall come to an end, but the Landlord can only 're-enter' after serving upon any such person a notice giving at least 4 weeks' notice to quit under section 5 of the Protection from Eviction Act 1977 and then by starting court proceedings and obtaining a court order.

### **Clause 3 The Landlord's Obligations**

The Landlord agrees with the Tenant as follows:

(1) "Quiet enjoyment"

That the Tenant has the right to occupy and enjoy the property during the Term without interruption from the Landlord subject to the Landlord's rights under this agreement.

(2) Paying charges on the Property

To pay or reimburse the Tenant against all charges in respect of the property except those which the Tenant has expressly agreed to pay.

(3) Necessary consents

That the Landlord has obtained any consents necessary for this agreement to be entered into.

(4) To repair and to keep in repair the structure and exterior of the property and keep in repair and proper working order the installations in the property for water, gas and electricity and for sanitation and for heating and water heating as provided for under section 11 of the Landlord and Tenant Act 1985.

**NOTE (1): THE LANDLORD MUST REPAIR THINGS WHICH WERE IN DISREPAIR BEFORE THE AGREEMENT BEGAN.**

(5) Equipment in working order

That all mechanical, electrical and gas equipment is in working order at the beginning of the Term and has been checked.

(6) Insurance

To take out insurance for the furniture, effects, property and any fixtures and fittings that belong to the Landlord.

**NOTE: THE LANDLORD DOES NOT INSURE THE TENANT'S OWN BELONGINGS IN THE PROPERTY. THE TENANT IS STRONGLY URGED TO TAKE OUT HIS OWN INSURANCE FOR THOSE ITEMS.**

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## Clause 6 The Deposit

The following terms relate to the deposit:

- (1) The amount of the deposit is set out in clause 1.8 of this agreement.
- (2) Where the agent manages and collects the rent on behalf of the Landlord, then, subject to the rest of this paragraph, the deposit shall be held by Winkworth as stakeholder for the Landlord. It is acknowledged that the deposit belongs to the tenant subject to the provisions of this agreement. No interest will be paid to either party by the agent holding the deposit. If the Landlord lives overseas and requests to hold the deposit, the deposit will not be released by Winkworth before the tenant has given Winkworth his written consent for such release.
- (3) Where the Landlord instructs the Agent to only find Tenant/s for the property and resides in the United Kingdom or overseas, the Landlord will manage the property and collect the rent, therefore the Landlord will hold the Tenants deposit. It is acknowledged that the deposit belongs to the tenant subject to the provisions of this agreement. No interest will be paid to the tenant by the Landlord holding the deposit
- (4) Subject only to deductions allowed under this agreement, the deposit shall be repaid to the Tenant in full, within a reasonable time, after the Tenant has fully vacated the property at the end of the term.
- (5) Deductions: The Landlord may at any time deduct from the deposit:
  - (a) any sums due under this agreement;
  - (b) any reasonable expense or damage incurred by the Landlord, directly resulting from any failure by the Tenant to observe and perform the Tenant's obligations under this agreement;
  - (c) the cost of putting right any matter discovered during the check out procedure.
  - (d) the cost of the check-out inspection
- (6) If any sums are deducted from the deposit in accordance with clause 4 but the Term has not ended, then the Tenant, within 14 days of being notified that a sum has been deducted, will pay an amount to the Landlord or the agent to be credited to the account holding the deposit equivalent to the sum deducted.
- (7) If the Landlord transfers his interest in the property to someone else ("the new Landlord") then the Landlord will ensure that the new Landlord agrees in writing with the Tenant to observe the provisions of this clause. The deposit will not be paid over to the new Landlord until the new Landlord has made that agreement.
- (8) The tenants deposit will not be returned until a forwarding address has been supplied to Winkworth in writing

**NOTE: The rights and remedies that the Landlord has over the deposit are additional to his other rights and remedies.**

## **Clause 5 Further Agreed Matters**

In this agreement the following further matters are agreed between the Landlord and the Tenant.

The Landlord and the Tenant agree as follows:

(1) **English Law and Courts**

The Landlord and the Tenant agree that this agreement should be governed by and construed in accordance with English Law and that the English Courts should have jurisdiction in deciding any disputes arising out of this agreement.

(2) **Apportionment**

Sums requiring apportionment will be apportioned on a daily basis. Note: "apportionment" means splitting up a sum of money.

(3) **Notices**

- (a) Any notices to be served on the Tenant by the Landlord may be sent by first class post to the property.
- (b) Any notices sent to the property will be deemed to have been received on the second working day after posting.

(4) **Payments by persons other than the Tenant**

If someone other than the Tenant makes any payment or payments of rent to the Landlord then they shall be deemed to be doing so as agent for the Tenant.

(5) **Removal of belongings**

If any item belonging to the Tenant is not removed from the property when the Term comes to an end and as a result the Landlord cannot use the property, the Landlord is entitled to claim damages equivalent to the rent, which damages will be payable by the Tenant to the Landlord until such time as these items have been removed by the Tenant. **IMPORTANT NOTE:** Where a tenant leaves items in the property when the Term comes to an end, the law permits the Landlord on notice to the Tenant to dispose of the items and charge the costs of doing so to the Tenant: The Torts (Interference with Goods) Act 1977.

(6) **Check out procedure**

- (a) At the end of the Term on the final day or as soon after as can be agreed the Landlord will carry out with the Tenant a check out process using the Inventory and Schedule of Condition..
- (b) As soon after as is practical the Landlord will produce a schedule of all alleged defects damages discrepancies at the property together with a cost for each item claimed.
- (c) The parties will then seek agreement to this schedule but both parties may solve matters by negotiation, mediation, arbitration or by reference to appropriate courts.

(7) **Tenant's terminating procedure**

The Tenant may terminate this tenancy by giving two month's written notice to expire not earlier than **17 months and 4 days** from the Commencement Date of the term.

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**NOTE: the Landlord or his agent signs one copy ("the Original") which is for the Tenant to keep. The Tenant signs another copy (the Counterpart") which is for the Landlord to keep. It is very important that the Landlord or his agent does not also sign the Counterpart as this could incur extra Stamp Duty**

**Signing the agreement**

(For Original)  
Signed by the landlord:

Signature:  \_\_\_\_\_ for and on behalf of Winkworth

Print Name:  \_\_\_\_\_

Date: 15/10/13

**Signing the Agreement**

(For counterpart)

Signed by the Tenant:  
Signature:

Print Name: RONNIE CAMPBELL

Date: 14/10/13



**NOTE: the Landlord or his agent signs one copy ("the Original") which is for the Tenant to keep. The Tenant signs another copy (the Counterpart") which is for the Landlord to keep. It is very important that the Landlord or his agent does not also sign the Counterpart as this could incur extra Stamp Duty**

**Signing the agreement**

(For Original)  
Signed by the Landlord:

Signature: \_\_\_\_\_ for and on behalf of Winkworth

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

**Signing the Agreement**

(For counterpart)

Signed by the

Signature:

Print Name: RONNIE CAMPBELL

Date: 14/10/13

