

This is a form of legal document and is not produced or drafted for use, without technical assistance, by persons unfamiliar with the law of landlord and tenant,

Note that any assured tenancy (including a statutory periodic tenancy) commencing on or after 28th February 1997 will be an assured short hold tenancy unless it falls within any paragraph in Schedule 2A of the Housing Act 1988,

This form should not be used for granting a tenancy to a person who is already a protected or statutory tenant or a protected occupier: see Housing Act 1988.

## TENANCY AGREEMENT

For letting furnished dwelling house  
On an assured short hold tenancy  
Under Part I of the Housing Act 1988

This agreement is made on the 15<sup>th</sup> Day of November 2015

### 1 THE PARTIES

#### 1.1 The Landlord

Mr P S Dhillon  
C/O Paris Dillon Residential

The "Landlord" shall include the Landlord's successors in title and assigns. This is the person who would be entitled to possession of the Property if the Tenant was not in possession and could be the current Landlord or someone purchasing or inheriting the Property.

#### 1.2 The Tenants

Mrs Salma Aslam

"Where the party consists of more than one person the obligations apply to and are enforceable against them jointly and severally. Joint and several liability means that any one of the members of a party can be held responsible for the full obligations under the agreement if the other members do not fulfil their obligations.

"In the event that the individual tenants' obligations have been guaranteed by a personal guarantor, namely rent payments, fines and any other such obligations detailed in this contract, and the individual fails to fulfil such obligations, the personal guarantor will be held responsible for the full obligations pertaining to the said individual under the agreement. In this event the remaining tenants will not be jointly liable for the individual's default."

#### 1.3 The Landlord's Agent

The "Landlord's Agent" shall mean Fineways Property Ltd T/A Paris Dillon Residential, 39 Erlegh Road, Reading, Berkshire RG1 5NB or such other agents as the Landlord may from time to time appoint.

### 2 PROPERTY

- 2.1 The property situated at and being Flat 2, 41 Erlegh Road, Reading, RG1 5NB together with the fixtures, fittings, furniture and effects therein and more particularly specified in the Inventory signed by the Tenant and all grounds. It shall include the right to use, in common with others, any shared rights of access, stairways, communal parts, paths and drives.

### 3 TERM OF TENANCY

- 3.1 The Term shall be for a definite period of 6 months from and including 01/11/2015 to and including 31/04/2016 and then monthly periodic. This agreement creates a tenancy that starts with a fixed term and then becomes periodic
- 3.2 The Landlord may bring the tenancy to an end at, or at any time after, the expiry of the fixed term by giving to the Tenant at least two months' written notice stating that the Landlord requires possession of the Property. A notice under section 21 of the Housing Act 1988 will suffice to implement this sub-clause.
- 3.3 The Tenant may bring the tenancy to an end at, or at any time after, the expiry of the fixed term by giving to the Landlord at least one month's written notice stating that the Tenant wishes to vacate the Property. A letter will suffice to implement this sub-clause and the notice must expire the day before a Rent Due Date

### 4 PAYMENTS

- 4.1 The Rent shall be £950.00, payable in advance ( Including water bills)
- 4.2 The Rent shall be paid to the Landlord's Agent by banker's standing order or cleared funds, if by personal cheque, a penalty of £30.00 will be payable on any rent payments that are not honoured on the first presentation.
- 4.3 The first payment of £950.00 being due on 01/11/2015 or prior to the date of taking possession

Assured Shorthold Tenancy: Let by Paris Dillon Residential

- 4.4 Thereafter the "Rent Due Date" will be the 1<sup>st</sup> during the Term of this agreement.
- 4.5 Should the Tenant remain in the property beyond the fixed term, when the Assured Short hold Tenancy Agreement has not been renewed, the Tenancy becomes a Statutory Periodic Tenancy and fee of £75.00 is payable immediately by the Tenant to the Managing Agent
- 4.6 Should the Tenant wish to renew the Tenancy Agreement for the property after the end of Assured Short hold Tenancy Agreement, fee of 15% of the agreed rent is payable by the Tenant to the Managing Agent.
- 4.7 Should Tenant need Paris Dillon Residential to allow the access of property in case tenant locks themselves outside, there will be charge of £35.00 during office hours and at any other times there is a higher charge of £50.00. This needs to be paid upfront before the access is provided.
- 4.8 If we have to visit your property to attempt to contact you following a lack of response from our reminder letters for outstanding rent payments, there will be a charge of £30.00.
- 4.9 Should the Tenant wish to terminate his Assured Shorthold Tenancy Agreement early, written permission must be obtained from the Landlord and The Managing Agent. Should permission be granted the Tenant will pay a fee of £150.00 to the Managing Agent, pay for the re-let fees that the Landlord would otherwise bear, pay for the cost of the new Tenancy Agreement and responsible for paying the rent until the new Tenants are found.
- 4.10 Pay for the relevant check-out costs (£55.00) at the end of the Tenancy to The Managing Agent, this fee will be deducted from the deposit upon finalisation of this Tenancy.

**INSURANCE:** For the avoidance of doubt, the Tenant's belongings, furnishings or equipment within the premises are his and are not covered by any insurance policy maintained by landlord.

## 5 DEPOSIT

- 5.1 The Deposit of **£1800.00** will be paid by the Tenant.
- 5.2 The Deposit will be protected by MyDeposits,  
MyDeposits  
Ground Floor, Kingmaker House  
Station Road, Barnet  
Herts EN5 1NZ  
[info@mydeposits.co.uk](mailto:info@mydeposits.co.uk)  
T: 0844 980 0290  
F: 08456 34 34 03  
a scheme authorised by government to protect their deposit, for the duration of the tenancy, until such time the tenancy has ended and the Deposit becomes payable to the Tenant, subject to clause 5.5.
- 5.3 No interest will be paid on the Deposit.
- 5.4 Deposit will be registered with MyDeposits and provide the Deposit Protection Certificate in 30 days of receipt of funds for the deposit.
- 5.4 The Deposit is held as security for the performance of the Tenant's obligations under this agreement and to compensate the Landlord for any breach of those obligations.
- 5.5 The Deposit will be refunded to the Tenant, less any deductions, once the following have been completed:
  - 5.5.1 the Property has been yielded up to the Landlord and
  - 5.5.2 all keys have been returned to the Landlord and
  - 5.5.3 any deductions have been agreed between the Tenant and the Landlord and
  - 5.5.4 copies of receipted utilities bills have been provided to the Landlord's Agent and
  - 5.5.5 confirmation has been received from the Local Authority that no claw back of Housing benefit is due.
- 5.6 If the Landlord, acting reasonably, has need to use part or all of the Deposit during the Term because of a breach of any of the terms of this agreement by the Tenant, then the Tenant will pay, on demand, a sum sufficient to replenish the Deposit.
- 5.7 Where the Landlord has more than one reason to claim against the Deposit, the Landlord, acting reasonably, may choose the allocation of the Deposit against those claims.

## 6 TERMS

- 6.1 **THE** Landlord lets and the Tenant takes the Property for the Term at the Rent payable as above.
- 6.2 **THIS** Agreement creates an assured short hold tenancy within Part 1 Chapter II of the Housing Act 1988 and the provisions for the recovery of possession by the Landlord in section 21 thereof apply accordingly save where the Landlord serves a notice under paragraph 2 of Schedule 2A to that Act.
- 6.3 **WHERE** the context admits -
  - (a) "The Landlord" includes the persons for the time being entitled in reversion expectant on the tenancy
  - (b) "The Tenant" includes the persons deriving title under the Tenant
  - (c) References to the Property include references to any part or parts of the Property and to the Fixtures Furniture and Effects or any of them

- 6.4 THE Tenants are jointly and severally liable for the full contract terms and conditions and payment for bills and any other services as agreed within them.
- 6.4.1 To pay the Rent as set out above WITHOUT THE RIGHT OF SET OFF OR DEDUCTION
- 6.4.2 a) To pay any council tax which the Tenant is obliged to pay under the Local Government Finance Act 1992 or any regulations under that Act  
(b) To indemnify the Landlord in respect of any council tax which (during the tenancy) the Landlord becomes obliged to pay under that Act or those regulations because the Tenant ceases to live at the property
- 6.4.3 To pay for all gas, electricity and water services supplied to the Property during the tenancy and to pay all charges for the use of any telephone at the Property during the tenancy. Where necessary, the sums demanded by the service provider will be apportioned according to the duration of the tenancy. The sums covered by this clause include standing charges or other similar charges and VAT as well as charges for actual consumption
- 6.4.4 Are responsible to take their own service and payment of TV, TV license, broadband and phone line.
- 6.4.5 To keep the gardens, hedges, lawns as neat, tidy and properly tended as they were given at the start of the tenancy.
- 6.4.6 Not to cause any blockage to the drains, pipes, sinks, bath or toilet. Tenants have to bear the cost of repair if the cause of problem is misuse, carelessness, uncleanness or damage.
- 6.4.7 Tenants are responsible for the upkeep of the property & do the necessities to prevent condensation and black mould i.e.; balance between ventilation & heating, not drying wet washing within the house, regular cleaning of the window seals & walls etc.
- 6.4.8 Tenants are responsible for changing batteries in the smoke alarms, light bulbs, unreasonable breakage and damage to the consumables such as door handles, window glass, letterbox etc.
- 6.4.9 Tenants are responsible for any rodent problems that may result from uncleanness or improper storage of food.
- 6.4.10 Not to use the property for any illegal or immoral purpose, or in any way that breaks any statute regulation or byelaw.
- 6.4.11 Tenants are not allowed to change the locks without landlord's authority. When changed, tenants should give us the copy of the key within 24 hours.
- 6.4.12 To keep the interior of the Property, the internal decorations and the Fixtures, Furniture and Effects in the same condition as they are in at the start of this Agreement and to replace if necessary any items of the Fixtures, Furniture and Effects which have been damaged or destroyed
- 6.4.13 To use the Property as a private dwelling house only. This means the Tenant must not carry on any profession, trade or business at the Property and must not allow anyone else to do so
- 6.4.14 Not to alter or add to the Property or do or allow anyone else to do anything on the Property which might increase the fire insurance premium.
- 6.4.15 Not to do or allow anyone else to do anything on the Property which may be a nuisance to, or cause damage or annoyance to, the Landlord or the tenants or 'occupiers of any adjoining premises.
- 6.4.16 Not to assign or sublet the Property and not to part with possession of the Property in any other way. Only the named Tenants are permitted to reside in the property.
- 6.4.17 To give the Landlord a copy of any notice given under the Party Wall etc. Act 1996 within seven days of receiving it and not to do anything as a result of the notice unless required to do so by the Landlord
- 6.4.18 To allow the Landlord or anyone with the Landlord's written authority to enter the Property at reasonable times of the day to inspect its condition and state of repair and carry out any essential repairs to the property.
- 6.4.19 There is a no smoking policy on the property.
- 6.4.20 No children are allowed to reside on the premises.
- 6.4.21 No pets or animals are allowed on the premises. Any pets allowed to be kept at the property must be confirmed in writing by the Landlord or the Landlord's Agent. Where any pets allowed, all the furnishings provided must be fumigated with an invoice provided at the end of the Tenancy as proof for the treatment. Should an invoice not be provided, the Landlord's Agent can instruct for the furnishings to be fumigated and charged to the Tenant.
- 6.4.22 To notify the Landlord promptly in writing of any defect or disrepair in the Premises or the Fixtures and Fittings.
- 6.4.23 The Tenant agrees with the Landlord as follows:

#### 6.5 AT END OF TENANCY

- 6.5.1 At the end of the Term or earlier if the tenancy comes to an end more quickly to deliver the Property up to the Landlord in the condition it should be if the Tenant has performed the Tenant's obligation under this Agreement.
- 6.5.2 To clean to (or pay for the cleaning to) a professional standard, the premises, its fixtures and fittings, including the cleaning/washing and curtains (including net curtains). To provide receipts to the Landlord or his Agent to demonstrate compliance with this clause. Should no receipts be provided, the landlord or Landlord's Agent will instruct this cleaning and charge to Tenant.
- 6.5.3 To leave the oven and hob clean with no evidence of burnt food and grease, all chrome and glass to be shining with no stains and cooker rings cleaned.
- 6.5.4 Not to remove any of the Fixtures, Furniture and Effects from the Property and to leave the Furniture and Effects at the end of the tenancy where they were at the beginning.
- 6.5.5 To remove the entire Tenant's refuse and rubbish from within the premises and to ensure that it is stored outside in proper receptacles and, where appropriate, make arrangements with the local authority or others for its prompt removal at the expense of the tenant.

**Assured Shorthold Tenancy: Let by Paris Dillon Residential**

- 6.5.6 To return all keys to the premises (including any new or additional or duplicate keys cut during the Tenancy) to the Landlord or the Landlords Agent by 12 noon on the last day of the Tenancy ( or sooner by mutual agreement).
- 6.5.7 To remove all the Tenant's belongings, or property, or personal effects, or foodstuffs, or furnishings and equipment from the premises on, or before the last day of the Tenancy.
- 6.5.8 Any of the Tenant's belongings, or property, or personal effects, or foodstuffs or furnishings and equipment left behind at the premises will immediately be disposed.
- 6.5.9 During the last few months of the tenancy to allow the Landlord or the Landlord's agents to enter and view the Property with prospective tenants at reasonable times of the day.
- 6.5.10 Should the last day of your tenancy fall on a weekend or Public Holiday your check out will be carried out at least one working day before of the nearest available date before. The Managing Agent will not be held responsible for any special arrangements the Tenant may have made without written consent from the Managing Agent.

**Late payments:**

All late payments of more than 3 days will be liable to an automatic penalty of £20.00 for up to 5 Days. Further delay in payment thereafter will be charged at £4.00 per day.

**Reminders will be charged at the following costs:**

Letter requesting payment £10.00, Reminders by telephone Home / Work £10.00, Personal Collection £20.00, Issue of default notice £20.00 and Issue of Solicitor Letter £50.00

Further delays and difficulties will be liable for Bank Charges any legal fees incurred by the agency to recover the debt.

- 6.6 **PROVIDED** that if the Rent or any instalment or part thereof shall be in arrear for at least fourteen days after the same shall have become due (whether legally demanded or not) or if there shall be a breach of any of the agreements by the Tenant the Landlord may re-enter on the Property (subject always to any statutory restrictions on his power so to do) and immediately thereupon the tenancy shall absolutely determine without prejudice to the other rights and remedies of the Landlord will remain in force.

- 6.7 **DATA PROTECTION AND CONFIDENTIALITY:** Letting Agents may share details about the performances of obligations under this Agreement by the Landlord and Tenant; past, present and future known addresses of the parties, with each other, with credit and reference providers for referencing purposes and rental decisions; with utility and water companies, Local Authority council Tax and housing benefit departments, mortgage lenders, to help prevent dishonesty, and for administrative and accounting purposes, or for occasional debt tracing and fraud prevention. Under the Data Protection Act 1988 you 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 you and to have it amended if it is shown to be incorrect.

- 6.8 **THE Landlord agrees with the Tenant as follows –**

- 6.8.1 To pay and indemnify the Tenant against all assessments and outgoings in respect of the Property (except any council tax and any charges for the supply of gas electricity water and sewerage services or the use of any telephone payable by the Tenant under clause 4 above)
- 6.8.2 That the Tenant paying the Rent and performing the agreements on the part of the Tenant may quietly possess and enjoy the Property during the tenancy without any unlawful interruption from the Landlord or any person claiming under or in trust for the Landlord
- 6.8.3 To return to the Tenant any rent payable for any period while the Property is rendered uninhabitable by fire the amount in case of dispute to be submitted to arbitration pursuant to Part I of the Arbitration Act 1996
- 6.8.4 To maintain the general condition and repair of the property; i.e.; general maintenance, wear and tear and damage caused by accidental fire, flood and structural damage

- 6.9 **THIS Agreement shall take effect subject to the provisions of section 11 of the Landlord and Tenant Act 1985 if applicable to the tenancy**

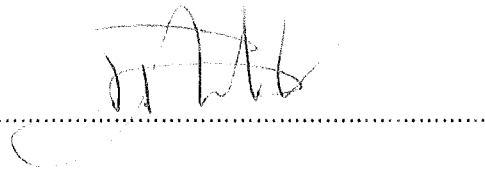
- 6.10 **NOTICE** under section 48 of the Landlord and Tenant Act 1987

The Tenant is hereby notified that notices (including notices in proceedings) must be served on the Landlord by the tenant at the following address:

**Paris Dillon Residential  
C/O Fineways Property Ltd  
39 Erleigh Road  
Reading  
RG1 5NB**

**AS WITNESS** the hands of the parties hereto the day and year first above written

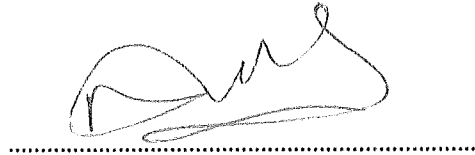
**SIGNED** by the above-named  
(The Landlord)



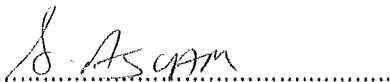
Print Name PARIS DILLON

In the **PRESENCE** of

Paris Dillon Residential  
C/O Fineways Property Limited  
39 Erleigh Road  
Reading  
RG1 5NB



**SIGNED** by the above-named  
(The Tenants)



Print Name MRS SAIMA ASLAM

PARIS DILLON RESIDENTIAL  
39 ERLEIGH ROAD, READING  
BERKSHIRE RG1 5NB  
TEL: 0118 926 0074  
EMAIL: info@parisdillon.com  
Web: parisdillon.com

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Note that any assured tenancy (including a statutory periodic tenancy) commencing on or after 28th February 1997 will be an assured short hold tenancy unless it falls within any paragraph in Schedule 2A of the Housing Act 1988.

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## TENANCY AGREEMENT

For letting furnished dwelling house  
On an assured short hold tenancy  
Under Part I of the Housing Act 1988

This agreement is made on the 9<sup>th</sup> Day of **APRIL** 2015.

### 1 THE PARTIES

#### 1.1 The Landlord

Mr P S Dhillon  
C/O Paris Dillon Residential

The "Landlord" shall include the Landlord's successors in title and assigns. This is the person who would be entitled to possession of the Property if the Tenant was not in possession and could be the current Landlord or someone purchasing or inheriting the Property.

#### 1.2 The Tenants

MISS VIKKI LOUISE SMITH

"Where the party consists of more than one person the obligations apply to and are enforceable against them jointly and severally. Joint and several liability means that any one of the members of a party can be held responsible for the full obligations under the agreement if the other members do not fulfil their obligations.

"In the event that the individual tenants' obligations have been guaranteed by a personal guarantor, namely rent payments, fines and any other such obligations detailed in this contract, and the individual fails to fulfil such obligations, the personal guarantor will be held responsible for the full obligations pertaining to the said individual under the agreement. In this event the remaining tenants will not be jointly liable for the individual's default."

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The "Landlord's Agent" shall mean **Fineways Property Ltd T/A Paris Dillon Residential, 39 Erleigh Road, Reading, Berkshire RG1 5NB** or such other agents as the Landlord may from time to time appoint.

### 2 PROPERTY

- 2.1 The property situated at and being **41 ERLEIGH ROAD, FLAT 2 READING, BERKSHIRE RG1 5NB** together with the fixtures, fittings, furniture and effects therein and more particularly specified in the Inventory signed by the Tenant and all grounds. It shall include the right to use, in common with others, any shared rights of access, stairways, communal parts, paths and drives.

### 3 TERM OF TENANCY

- 3.1 The Term shall be for a definite period of **6 months** from and including **10/04/2015** to and including **09/10/2015** and then monthly periodic. This agreement creates a tenancy that starts with a fixed term and then becomes periodic
- 3.2 The Landlord may bring the tenancy to an end at, or at any time after, the expiry of the fixed term by giving to the Tenant at least two months' written notice stating that the Landlord requires possession of the Property. A notice under section 21 of the Housing Act 1988 will suffice to implement this sub-clause.
- 3.3 The Tenant may bring the tenancy to an end at, or at any time after, the expiry of the fixed term by giving to the Landlord at least one month's written notice stating that the Tenant wishes to vacate the Property. A letter will suffice to implement this sub-clause and the notice must expire the day before a Rent Due Date

### 4 PAYMENTS

- 4.1 The Rent shall be **£925.00**, payable in advance.

#### Assured Shorthold Tenancy: Let by Paris Dillon Residential

- 4.2 The Rent shall be paid to the Landlord's Agent by banker's standing order or cleared funds, if by personal cheque, a penalty of £30.00 will be payable on any rent payments that are not honoured on the first presentation.
- 4.3 The first payment of £925.00 being due on 10/04/2015 or prior to the date of taking possession
- 4.4 Thereafter the "Rent Due Date" will be the 10<sup>TH</sup> during the Term of this agreement.
- 4.5 Should the Tenant remain in the property beyond the fixed term, when the Assured Short hold Tenancy Agreement has not been renewed, the Tenancy becomes a Statutory Periodic Tenancy and fee of £75.00 is payable immediately by the Tenant to the Managing Agent
- 4.6 Should the Tenant wish to renew the Tenancy Agreement for the property after the end of Assured Short hold Tenancy Agreement, fee of 15% of the agreed rent is payable by the Tenant to the Managing Agent.
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**INSURANCE: For the avoidance of doubt, the Tenant's belongings, furnishings or equipment within the premises are his and are not covered by any insurance policy maintained by landlord.**

## 5 DEPOSIT

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MyDeposits  
Ground Floor, Kingmaker House  
Station Road, Barnet  
Herts EN5 1NZ  
[info@mydeposits.co.uk](mailto:info@mydeposits.co.uk)  
T: 0844 980 0290  
F: 08456 34 34 03  
a scheme authorised by government to protect their deposit, for the duration of the tenancy, until such time the tenancy has ended and the Deposit becomes payable to the Tenant, subject to clause 5.5.
- 5.3 No interest will be paid on the Deposit.
- 5.4 Deposit will be registered with MyDeposits and provide the Deposit Protection Certificate in 30 days of receipt of funds for the deposit.
- 5.4 The Deposit is held as security for the performance of the Tenant's obligations under this agreement and to compensate the Landlord for any breach of those obligations.
- 5.5 The Deposit will be refunded to the Tenant within 14 working days, less any deductions, once the following have been completed:
  - 5.5.1 the Property has been yielded up to the Landlord and
  - 5.5.2 all keys have been returned to the Landlord and
  - 5.5.3 any deductions have been agreed between the Tenant and the Landlord and
  - 5.5.4 copies of receipted utilities bills have been provided to the Landlord's Agent and
  - 5.5.5 confirmation has been received from the Local Authority that no claw back of Housing benefit is due.
- 5.6 If the Landlord, acting reasonably, has need to use part or all of the Deposit during the Term because of a breach of any of the terms of this agreement by the Tenant, then the Tenant will pay, on demand, a sum sufficient to replenish the Deposit.
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## 6 TERMS

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- 6.2 THIS Agreement creates an assured short hold tenancy within Part 1 Chapter II of the Housing Act 1988 and the provisions for the recovery of possession by the Landlord in section 21 thereof apply accordingly save where the Landlord serves a notice under paragraph 2 of Schedule 2A to that Act.

**6.3 WHERE the context admits -**

- (a) "The Landlord" includes the persons for the time being entitled in reversion expectant on the tenancy
- (b) "The Tenant" includes the persons deriving title under the Tenant
- (c) References to the Property include references to any part or parts of the Property and to the Fixtures Furniture and Effects or any of them

**6.4 THE Tenants are jointly and severally liable for the full contract terms and conditions and payment for bills and any other services as agreed within them.**

**6.4.1 To pay the Rent as set out above WITHOUT THE RIGHT OF SET OFF OR DEDUCTION**

**6.4.2 (a) To pay any council tax which the Tenant is obliged to pay under the Local Government Finance Act 1992 or any regulations under that Act**

(b) To indemnify the Landlord in respect of any council tax which (during the tenancy) the Landlord becomes obliged to pay under that Act or those regulations because the Tenant ceases to live at the property

**6.4.3 To pay for all gas, electricity and water services supplied to the Property during the tenancy and to pay all charges for the use of any telephone at the Property during the tenancy. Where necessary, the sums demanded by the service provider will be apportioned according to the duration of the tenancy. The sums covered by this clause include standing charges or other similar charges and VAT as well as charges for actual consumption**

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**6.4.5 To keep the gardens, hedges, lawns as neat, tidy and properly tended as they were given at the start of the tenancy.**

**6.4.6 Not to cause any blockage to the drains, pipes, sinks, bath or toilet. Tenants have to bear the cost of repair if the cause of problem is misuse, carelessness, uncleanness or damage.**

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**6.4.9 Tenants are responsible for any rodent problems that may result from uncleanness or improper storage of food.**

**6.4.10 Not to use the property for any illegal or immoral purpose, or in any way that breaks any statute regulation or byelaw.**

**6.4.11 Tenants are not allowed to change the locks without landlord's authority. When changed, tenants should give us the copy of the key within 24 hours.**

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**6.4.22 To notify the Landlord promptly in writing of any defect or disrepair in the Premises or the Fixtures and Fittings.**

**6.4.23 The Tenant agrees with the Landlord as follows:**

**6.4.24 Should the tenant move into Benefit Scheme the landlord or the agent has the right to decide over the continuation of the tenancy**

**6.5 AT END OF TENANCY**

**6.5.1 At the end of the Term or earlier if the tenancy comes to an end more quickly to deliver the Property up to the Landlord in the condition it should be if the Tenant has performed the Tenant's obligation under this Agreement.**

**6.5.2 To clean to (or pay for the cleaning to ) a professional standard, the premises, its fixtures and fittings, including the cleaning/washing and curtains (including net curtains). To provide receipts to the Landlord or his Agent to**

#### Assured Shorthold Tenancy: Let by Paris Dillon Residential

- demonstrate compliance with this clause. Should no receipts be provided, the landlord or Landlord's Agent will instruct this cleaning and charge to Tenant.
- 6.5.3 To leave the oven and hob clean with no evidence of burnt food and grease. all chrome and glass to be shining with no stains and cooker rings cleaned.
  - 6.5.4 Not to remove any of the Fixtures, Furniture and Effects from the Property and to leave the Furniture and Effects at the end of the tenancy where they were at the beginning.
  - 6.5.5 To remove the entire Tenant's refuse and rubbish from within the premises and to ensure that it is stored outside in proper receptacles and, where appropriate, make arrangements with the local authority or others for its prompt removal at the expense of the tenant.
  - 6.5.6 To return all keys to the premises (including any new or additional or duplicate keys cut during the Tenancy) to the Landlord or the Landlords Agent by 12 noon on the last day of the Tenancy ( or sooner by mutual agreement).
  - 6.5.7 To remove all the Tenant's belongings, or property, or personal effects, or foodstuffs, or furnishings and equipment from the premises on, or before the last day of the Tenancy.
  - 6.5.8 Any of the Tenant's belongings, or property, or personal effects, or foodstuffs or furnishings and equipment left behind at the premises will immediately disposed.
  - 6.5.9 During the last few months of the tenancy to allow the Landlord or the Landlord's agents to enter and view the Property with prospective tenants at reasonable times of the day.
  - 6.5.10 Should the last day of your tenancy fall on a weekend or Public Holiday your check out will be carried out atleast one working day before of the nearest available date before. The Managing Agent will not be held responsible for any special arrangements the Tenant may have made without written consent from the Managing Agent.

#### **Late payments:**

All late payments of more than 3 days will be liable to an automatic penalty of £20.00 for up to 5 Days. Further delay in payment thereafter will be charged at £4.00 per day.

#### **Reminders will be charged at the following costs:**

Letter requesting payment £10.00, Reminders by telephone Home / Work £10.00, Personal Collection £20.00, Issue of default notice £20.00 and Issue of Solicitor Letter £50.00

Further delays and difficulties will be liable for Bank Charges any legal fees incurred by the agency to recover the debt.

- 6.6 PROVIDED** that if the Rent or any instalment or part thereof shall be in arrear for at least fourteen days after the same shall have become due (whether legally demanded or not) or if there shall be a breach of any of the agreements by the Tenant the Landlord may re-enter on the Property (subject always to any statutory restrictions on his power so to do) and immediately thereupon the tenancy shall absolutely determine without prejudice to the other rights and remedies of the Landlord will remain in force.

- 6.7 DATA PROTECTION AND CONFIDENTIALITY:** Letting Agents may share details about the performances of obligations under this Agreement by the Landlord and Tenant; past, present and future known addresses of the parties, with each other, with credit and reference providers for referencing purposes and rental decisions; with utility and water companies, Local Authority council Tax and housing benefit departments, mortgage lenders, to help prevent dishonesty, and for administrative and accounting purposes, or for occasional debt tracing and fraud prevention. Under the Data Protection Act 1988 you 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 you and to have it amended if it is shown to be incorrect.

- 6.8 THE** Landlord agrees with the Tenant as follows –

- 6.8.1 To pay and indemnify the Tenant against all assessments and outgoings in respect of the Property (except any council tax and any charges for the supply of gas electricity water and sewerage services or the use of any telephone payable by the Tenant under clause 4 above)
- 6.8.2 That the Tenant paying the Rent and performing the agreements on the part of the Tenant may quietly possess and enjoy the Property during the tenancy without any unlawful interruption from the Landlord or any person claiming under or in trust for the Landlord
- 6.8.3 To return to the Tenant any rent payable for any period while the Property is rendered uninhabitable by fire the amount in case of dispute to be submitted to arbitration pursuant to Part I of the Arbitration Act 1996
- 6.8.4 To maintain the general condition and repair of the property: i.e., general maintenance, wear and tear and damage caused by accidental fire, flood and structural damage

- 6.9 THIS** Agreement shall take effect subject to the provisions of section 11 of the Landlord and Tenant Act 1985 if applicable to the tenancy

- 6.10 NOTICE** under section 48 of the Landlord and Tenant Act 1987

Assured Shorthold Tenancy: Let by Paris Dillon Residential

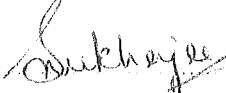
Paris Dillon Residential  
C/O Fineways Property Ltd  
39 Erleigh Road  
Reading  
RG1 5NB

AS **WITNESS** the hands of the parties hereto the day and year first above written

PARIS DILLON RESIDENTIAL  
39 ERLEIGH ROAD, READING  
BERKSHIRE RG1 5NB  
TEL: 0118 926 0074  
EMAIL: info@parisdillon.com  
Web: parisdillon.com

**SIGNED** by the above-named  
(The Landlord)

(for the landlord)

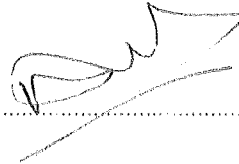
  
(Agent)

Print Name

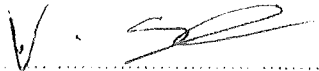
Sofia Mukherjee

In the **PRESENCE** of

Paris Dillon Residential  
C/O Fineways Property Limited  
39 Erleigh Road  
Reading  
RG1 5NB



**SIGNED** by the above-named  
(The Tenants)



Print Name

Vikki Smith

# TENANCY AGREEMENT

## For letting furnished dwelling house On an assured short hold tenancy Under Part I of the Housing Act 1988

This is a form of legal document and is not produced or drafted for use, without technical assistance. By persons unfamiliar with the law of landlord and tenant,

Note that any assured tenancy (including a statutory periodic tenancy) commencing on or after 28th February 1997 will be an assured short hold tenancy unless it falls within any paragraph in Schedule 2A of the Housing Act 1988,

This form should not be used for granting a tenancy to a person who is already a protected or statutory tenant or a protected occupier: see Housing Act 1988.

This agreement is made the 5<sup>th</sup> Day of January 2009.

### 1 THE PARTIES

#### 1.1 The Landlord

Mr P. S. Dhillon

The "Landlord" shall include the Landlord's successors in title and assigns. This is the person who would be entitled to possession of the Property if the Tenant was not in possession and could be the current Landlord or someone purchasing or inheriting the Property.

#### 1.2 The Tenants

Mr Robert Artur Warzecha  
Mrs Anna Warzecha

Where the party consists of more than one person the obligations apply to and are enforceable against them jointly and severally. Joint and several liability means that any one of the members of a party can be held responsible for the full obligations under the agreement if the other members do not fulfil their obligations.

#### 1.3 The Landlord's Agent

The "Landlord's Agent" shall mean **Fineways Property Limited 39 Erleigh Road Reading RG1 5NB** or such other agents as the Landlord may from time to time appoint.

## 2 PROPERTY

- 2.1 The property situated at and being **Flat 2, 41 Erleigh Road, Reading, RG1 5NB** together with the fixtures, fittings, furniture and effects therein and more particularly specified in the Inventory signed by the Tenant and all grounds. It shall include the right to use, in common with others, any shared rights of access, stairways, communal parts, paths and drives.

## 3 TERM OF TENANCY

- 3.1 The Term shall be for a definite period of 12 months from and including 06/01/2009 to and including 05/01/2010.
- 3.2 If on the coming to the end of the fixed term agreed above, the Landlord does not seek possession and the Tenant remains in the Property, they will be considered by virtue of section 5 of the Housing Act 1988, to have a statutory periodic tenancy. This will continue till ended by either party with a valid 1 - month's written notice.
- 3.3 The Tenants are strictly to follow the terms of the contract (6.1 to 6.5) or they will have to vacate the property according to the notice being served.

## 4 RENT

- 4.1 The Rent shall be **£850.00** per calendar month, payable in advance.
- 4.2 The Rent shall be paid to the Landlord's Agent by banker's standing order or cleared funds, if by personal cheque, a penalty of **£30.00** will be payable on any rent payments that are not honoured on the first presentation.
- 4.3 The first payment of **£850.00** being due on **05/01/2009** or prior to the date of taking possession.
- 4.4 Thereafter the "Rent Due Date" will be the **5<sup>th</sup>** of each month during the Term of this agreement.

## 5 DEPOSIT

No Deposit is paid by the Tenants.

## 6 TERMS

- 6.1 THE Landlord lets and the Tenant takes the Property for the Term at the Rent payable as above.
- 6.2 THIS Agreement creates an assured short hold tenancy within Part 1 Chapter II of the Housing Act 1988 and the provisions for the recovery of possession by the Landlord in section 21 thereof apply accordingly save where the Landlord serves a notice under paragraph 2 of Schedule 2A to that Act.
- 6.3 WHERE the context admits -  
(a) "The Landlord" includes the persons for the time being entitled in reversion expectant on the tenancy  
(b) "The Tenant" includes the persons deriving title under the Tenant  
(c) References to the Property include references to any part or parts of the Property and to the Fixtures Furniture and Effects or any of them
- 6.4 THE Tenants are jointly and severally liable for the full contract terms and conditions:
- 6.4.1 To pay the Rent as set out above WITHOUT THE RIGHT OF SET OFF OR DEDUCTION
  - 6.4.2 a) To pay any council tax which the Tenant is obliged to pay under the Local Government Finance Act 1992 or any regulations under that Act  
(b) To indemnify the Landlord in respect of any council tax which (during the tenancy) the Landlord becomes obliged to pay under that Act or those regulations because the Tenant ceases to live at the property
  - 6.4.3 To pay for all gas, electricity, water and sewerage services supplied to the Property during the tenancy and to pay all charges for the use of any telephone at the Property during the tenancy. Where necessary, the sums demanded by the service provider will be apportioned according to the duration of the tenancy. The sums covered by this clause include standing charges or other similar charges and VAT as well as charges for actual consumption
  - 6.4.4 To keep the drains, gutters and gullies of the Property clear and the garden neat (If any)
  - 6.4.5 To keep the interior of the Property, the internal decorations and the Fixtures, Furniture and Effects in good repair and condition (except for damage caused by accidental fire and except for anything which the Landlord is liable to repair under this Agreement or by law) and to replace if necessary any items of the Fixtures, Furniture and Effects which have been damaged or destroyed
  - 6.4.6 To allow the Landlord or anyone with the Landlord's written authority to enter the Property at reasonable times of the day to inspect its condition and state of repair and carry out any essential repairs to the property
  - 6.4.7 To use the Property as a private dwelling house only. This means the Tenant must not carry on any profession, trade or business at the Property and must not allow anyone else to do so
  - 6.4.8 Not to alter or add to the Property or do or allow anyone else to do anything on the Property which might increase the fire insurance premium
  - 6.4.9 Not to do or allow anyone else to do anything on the Property which may be a nuisance to, or cause damage or annoyance to, the Landlord or the tenants or 'occupiers of any adjoining premises
  - 6.4.10 Not to assign or sublet the Property and not to part with possession of the Property in any other way. Only the named Tenants are permitted to reside in the property
  - 6.4.11 To give the Landlord a copy of any notice given under the Party Wall etc. Act 1996 within seven days of receiving it and not to do anything as a result of the notice unless required to do so by the Landlord
  - 6.4.12 At the end of the Term or earlier if the tenancy comes to an end more quickly to deliver the Property up to the Landlord in the condition it should be in if the Tenant has performed the Tenant's obligations under this Agreement and return all keys of the property
  - 6.4.13 Not to remove any of the Fixtures, Furniture and Effects from the Property and to leave the Furniture and Effects at the end of the tenancy where they were at the beginning
  - 6.4.14 During the last few months of the tenancy to allow the Landlord or the Landlord's agents to enter and view the Property with prospective tenants at reasonable times of the day.
  - 6.4.15 No pets or animals are allowed on the premises.
  - 6.4.16 The tenants are responsible for their own TV licence.

- 6.4.17 To notify the Landlord promptly in writing of any defect or disrepair in the Premises or the Fixtures and Fittings.
- 6.4.18 Tenants are responsible for replacing light bulbs; unreasonable breakage of washing machine, microwave, toilet seats etc; and other consumables such as door handles and letterboxes.
- 6.4.19 Tenants are responsible for any rodent problems that may result from uncleanliness or improper storage of food.
- 6.4.20 Tenants are not to misuse toilets or drainage (in the event of which tenants are responsible for all Blockages).
- 6.4.21 No smoking or excessive drinking is allowed in the property.
- 6.4.22 Tenants are responsible for upkeep of the property and are to refrain from causing any nuisance including noise, poor hygiene and anti social behaviour in the property.
- 6.4.23 No trade, business or profession is allowed at the property. You must use the property as a home for you and your family only.
- 6.4.24 Not to use the property for any illegal or immoral purpose, or in any way that breaks any statute, regulation or byelaw.
- 6.4.25 Tenants are responsible for doing all the relevant communication with the Council. Should the council suspend the payment for any reason, Tenants become liable for the rent payment. Delays or non payment of rent will result in termination of the contract.
- 6.4.26 The Tenant agrees with the Landlord as follows:

**Late payments:** All late payments of more than 3 days will be liable to an automatic penalty of

£10.00 for up to £400.00 in arrears

£20.00 for up to £600.00 in arrears

And then in multiples of £5.00 per £100.00 outstanding

However after 7 days £2.00 will be charged per day

**Reminders will be charged at the following costs:**

Letter requesting payment £10.00, Reminders by telephone Home / Work £10.00, Personal Collection £20.00, Issue of default notice £20.00 and Issue of Solicitor Letter £50.00

Further delays and difficulties will be liable for Bank Charges any legal fees incurred by the agency to recover the debt.

6.5 **PROVIDED** that if the Rent or any instalment or part thereof shall be in arrear for at least fourteen days after the same shall have become due (whether legally demanded or not) or if there shall be a breach of any of the agreements by the Tenant the Landlord may re-enter on the Property (subject always to any statutory restrictions on his power so to do) and immediately thereupon the tenancy shall absolutely determine without prejudice to the other rights and remedies of the Landlord will remain in force

6.6 **THE** Landlord agrees with the Tenant as follows –

- 6.6.1 To pay and indemnify the Tenant against all assessments and outgoings in respect of the Property (except any council tax and any charges for the supply of gas electricity water and sewerage services or the use of any telephone payable by the Tenant under clause 4 above)
- 6.6.2 That the Tenant paying the Rent and performing the agreements on the part of the Tenant may quietly possess and enjoy the Property during the tenancy without any unlawful interruption from the Landlord or any person claiming under or in trust for the Landlord
- 6.6.3 To return to the Tenant any rent payable for any period while the Property is rendered uninhabitable by fire the amount in case of dispute to be submitted to arbitration pursuant to Part I of the Arbitration Act 1996

6.7 **THIS** Agreement shall take effect subject to the provisions of section 11 of the Landlord and Tenant Act 1985 if applicable to the tenancy

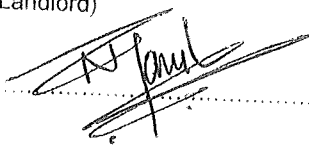
6.8 **NOTICE** under section 48 of the Landlord and Tenant Act 1987

The Tenant is hereby notified that notices (including notices in proceedings) must be served on the Landlord by the Tenant at the following address:

C/o Fineways Property Limited  
39 Erleigh Road  
Reading  
RG1 5NB

AS WITNESS the hands of the parties hereto the day and year first above written

SIGNED by the above-named  
(The Landlord)

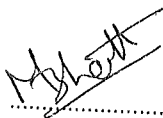


Print Name.....

Nisha Rajit (AGENT)

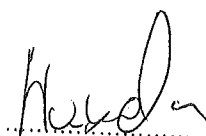
In the PRESENCE of

Fineways Property Limited  
39 Erleigh Road  
Reading  
RG1 5NB



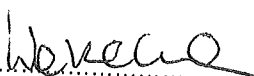
Marian Blott ..

SIGNED by the above-named  
(The Tenants)



Print Name.....

Anna



Print Name.....

WARECHA