TENANCY AGREEMENT

Preliminary

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.

It is intended to create an assured shorthold tenancy under Part I of the Housing Act 1988. It should not be used for granting a tenancy to a person who is already a protected or statutory tenant or a protected occupier.

The tenant is required to pay a deposit which will be protected under the approved protection scheme operated by the HFIS PLC. Further information is given in the Appendix.

IF EITHER PARTY DOES NOT UNDERSTAND THIS AGREEMENT OR ANYTHING IN IT, HE OR SHE IS STRONGLY ADVISED TO ASK AN INDEPENDENT PERSON FOR AN EXPLANATION. SUCH AN EXPLANATION MIGHT BE GIVEN BY A SOLICITOR, A CITIZENS' ADVICE BUREAU OR A HOUSING ADVICE CENTRE.

THE AGREEMENT

A. PARTICULARS

DATE: 22/05/2024

PARTIES: **1.THE** LANDLORD: **BHDN Properties Limited**

2. THE TENANT**: Vinu Shivadas**

PROPERTY: Flat 4 Shackelton Court, 2 Maritime Quay,

London, E14 3QF

Together with the Landlord's Items Listed in the Inventory signed by the parties and together with the following rights:

TERM: A fixed term of 12 months with 6 month-break clause.

From 15th June 2024 until 14th June 2025

RENT: **£** 2166.67 per month.

PAYABLE: In advance by 15th of each month.

DEPOSIT: **£** 2250

B TERMS AND CONDITIONS

Interpretation

1. **WHERE** the context permits:

(1) expressions defined in the Particulars have the meanings shown

(2) "the Landlord" includes the successors in title to the original landlord

(3) "the Tenant" includes the successors in title to the original tenant

(4) "the Property" includes any part of the Property (including any rights specified in the Particulars) or the Landlord's Items

(5) if there is more than one person described as the Landlord or the Tenant, the obligations of the Landlord or the Tenant (as the case may be) apply to all those people together and to each of them separately. This means that if there is more than one tenant, each tenant is responsible for paying the whole of the Rent and meeting the financial and other obligations under the Agreement.

Grant of tenancy

2. **THE** Landlord lets the Property to the Tenant for the Term at the Rent payable as set out in the Particulars.

3. **THIS** Agreement creates an assured shorthold tenancy within Part I Chapter II of the Housing Act 1988. This means that when the Term expires the Landlord can recover possession as set out in section 21 of that Act unless the Landlord gives the Tenant a notice under paragraph 2 of Schedule 2A to that Act stating that the tenancy is no longer an assured shorthold tenancy.

4. **THE** Deposit will be held on the terms set out in the Appendix. The Deposit or an appropriate part of the Deposit may be retained by the Landlord if by the end of the tenancy:

(1) the Tenant has not paid all the Rent due under clause 7(1);

(2) the Tenant is in breach of any of the other financial obligations set out in clause 7(2), (3), (5), (6) and (7);

(3) the Tenant has caused damage to the Property through breach of any of the Tenant's obligations set out in clause 7(8), (12), (13) to (26), (28) to (44), (47) and (49) and the Tenant has not: -

(a) remedied the breach to the reasonable satisfaction of the Landlord; or

(b) paid the Landlord reasonable compensation; or

(c) reimbursed the landlord for the costs of any work reasonably carried out by the landlord to remedy the breach

5. THE Property is let in the condition shown in the Schedule of Condition signed by the parties.

6. IF during the tenancy the Property is damaged to such an extent that the Tenant cannot live in it, the Rent will cease to be payable until the Property is rebuilt or repaired so that the Tenant can live there again unless:

(1) the cause of the damage is something which the Tenant did or failed to do as a result of which the Landlord's insurance policy relating to the Property has become void; and

(2) The Landlord gave the Tenant notice of what the policy required.

Any dispute about whether this clause applies must be submitted to arbitration under Part I of the

Arbitration Act 1996 if both parties agree to that in writing after the dispute has arisen.

Tenant's obligations

7. THE Tenant agrees with the Landlord: -

Financial obligations and related matters

(1) To pay the Rent stated in the Particulars

(2) To pay interest on any Rent or other payment lawfully due under this Agreement that is not received by the Landlord within 14 days after the date payment was due, at the rate of 3% a year above the base lending rate of HSBC Bank plc. This interest is payable from the date on which the Rent or other payments fall due to the date of actual payment, whether before or after any court judgment

(3) To pay and indemnify the Landlord against all liability for any costs, fees, charges, disbursements and expenses reasonably incurred by the Landlord in connection with or in consequence of: -

(a) any application for the Landlord's consent (whether or not the consent is given or the application is withdrawn) where consent is required under this Agreement

(b) the recovery of arrears of Rent or other sums due under this Agreement

(c) the enforcement of any covenant or obligation of the Tenant under this Agreement

(d) putting an end to a nuisance which the Tenant fails to stop

(4) As soon as practicable after signing this Agreement to notify: -

(a) To Inform Landlord in writing within the first seven days of the tenancy of any alternations or additions to inventory. Such notification sent by email **"racheltradingltd@gmail.com"**. If no such notification is received the Inventory will be considered as final and agreed by the tenants(s)

Obligations relating to utilities and services

(8) Not to damage, tamper with or interfere in any way with any of the utility installations at or serving the Property

(9) Not to install, or permit to be installed, a key or prepayment meter for the provision of gas, electricity or water services to the Property without the prior consent of the Landlord

(10) Not to change the wiring of any landline serving the Property without the prior written consent of the Landlord, such consent not to be unreasonably withheld or delayed; and where such

(11) consent is given, promptly to notify the Landlord in writing of the new number

(12) Not to overload the electrical circuits at the Property and not to dry clothes on Radiators and inside property.

Repairing obligations and related matters

(13) Subject to clause 10 of this Agreement, to keep the drains, gutters and pipes of the Property clear and not to dispose of any harmful or noxious materials (such as oil, grease or corrosive substances) through the drains at the Property. This obligation means that if the tenancy is of a dwelling-house for a term of less than seven years and section 11 of the Landlord and Tenant Act 1985 (referred to in clause 10 of this Agreement) applies, the Landlord has to do any clearance work required in order to keep the drains, gutters and pipes in repair, but does not have to do small jobs which a reasonable tenant would do

(14) In periods of exceptionally cold weather, to take reasonable steps to prevent weather damage to the Property or to the pipes, fixtures and fittings at the Property

(15) To be responsible for emptying, at appropriate intervals, any septic tanks or cesspits serving the Property, if applicable.

(16) To keep the interior of the Property, the internal decorations and the Landlord's Items 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 of the Landlord's Items which have been damaged or destroyed. This clause does not oblige the Tenant to put the Property into better repair than it was in at the beginning of the tenancy

(17) Not to alter the external appearance of the Property or make significant changes to the internal decorative appearance of the Property without the prior written consent of the Landlord, such consent not to be unreasonably withheld or delayed

(18) To remedy any disrepair at the Property for which the Tenant is liable and which the Landlord has requested the Tenant to remedy within four weeks of receiving the request or within such other period as is agreed with the Landlord

(19) To maintain adequate heating and ventilation at the Property so as to prevent damage to the Property and the Landlord's Items caused by condensation, mould and dampness; and where condensation might occur to ensure that the interior surfaces in the Property are kept wiped down and clean

(20) Not to affix or hang on the walls or other interior surfaces of the Property any posters, pictures, photographs or similar items except by means of commercially made picture hooks; and at the end of the tenancy to make good any damage or marks left as a result of any items so affixed or hung

(21) To keep the chimneys and fireplaces at the Property well swept at regular intervals and to keep receipts or invoices as evidence of such action having been taken, if applicable.

(22) To clean the interior and exterior of the windows whenever reasonably necessary

(23) To replace any broken glass windows if broken by tenants' action at the Property as soon as reasonably practicable

(24) To replace light bulbs, fluorescent tubes and fuses at the Property whenever they need replacing and as soon as reasonably practicable

(25) To ensure that all smoke and carbon monoxide alarms at the Property are in good working order at all times, and in the event of any failure of such devices to notify the Landlord as soon as reasonably practicable

(26) To notify the Landlord as soon as reasonably practicable of any defect, damage or disrepair at the Property which the Landlord is obliged to remedy and not to remedy or attempt to remedy it except in case of emergency or where there is immediate danger to human health

(27) If the Landlord has given 48 hours' written notice beforehand, 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 to carry out any repairs which are necessary by virtue of the Landlord's responsibilities under this Agreement or by law or which are required to any adjoining property and can only be carried out by having access to the Property.

(28) If you notice sluggish water drainage in the sinks, showers, or baths, you should inform us as quickly as possible.

(29) Tenants are responsible for general maintenance, upkeep, & not pouring items

down the sink that could cause the drains to block.

(30) If the blockage is found to originate from an inside drain & caused by tenant mis-use, there's no ambiguity, and the landlord should be able to pass this cost onto the tenant.

Use of the Property

(31) 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

(32) Not to use the Property for any illegal or immoral purpose or activity.

(i) Not to keep any animal, birds, insects, fish or reptiles without the express permission of the landlord in writing.

(33) Not to alter or add to the Property or do or allow anyone else to do anything on the Property which the Tenant might reasonably foresee would increase the risk of fire or endanger human health. This means in particular that the Tenant must not bring or permit to be brought on to the Property or keep at the Property inflammable materials or any gas appliances that have not been certified and connected by a suitably qualified Gas Safe registered engineer, but is not limited to those matters.

(34) 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 tenants or occupiers of any adjoining premises or which may adversely affect the energy efficiency rating or the environmental impact rating of the Property for the purposes of its energy performance certificate

(35) Not to do anything, or fail to comply with any requirement, as a result of which the policy of insurance taken out by the Landlord (referred to further in clause 9(3) of this Agreement) may be invalidated partly or altogether or by which the rate of premium on the policy may be increased

(36) To take all reasonable steps to prevent infestation to the Property by vermin, rodents, fleas, moths or other pests; and where such infestation occurs as a result of the Tenant's failure to take such reasonable steps, to be liable for the costs of any fumigation or cleansing services that are reasonably required

Balcony and exterior

(37) To maintain the balcony in a neat and tidy condition (if applicable).

(38) Not to place on or affix to the Property any aerial, satellite dish, notice, board or advertising hoarding without the prior written consent of the Landlord; and where such consent is given to pay for all reasonable costs of installation and removal, and the costs of making good any damage caused and any redecorations made necessary by the installation or removal

(39) Not to keep any commercial vehicle, caravan or boat at the Property or in any communal parking space which the Agreement gives the Tenant the right to use without the prior written consent of the Landlord

(40) Not to carry out repairs to cars, motorcycles, vans or other vehicles at the Property or in any communal parking space which the Agreement gives the Tenant the right to use other than such maintenance of a motor vehicle as its registered keeper could reasonably be expected to carry out from time to time

(41) To have floor protector if in case you want to use chair which has wheels.

Security

(42) To give advance written notice to the Landlord of any period during which the Property will be continuously unoccupied for more than 14 days and to comply with any reasonable requests by the Landlord to ensure the safety and security of the Property during that period

(43) To ensure that the doors and windows of the Property are kept locked and secured and any burglar alarm is properly set while the Property is unoccupied

(44) Not to change the code or codes of any burglar alarm serving the Property without the prior written consent of the Landlord, such consent not to be unreasonably withheld or delayed; and where such consent is given, promptly to notify the Landlord in writing of the new code or codes

(45) Not to change, tamper with or otherwise damage any locks or bolts or other security devices at the Property without the prior written consent of the Landlord (except in cases of emergency), such consent not to be unreasonably withheld or delayed; and where any locks at the Property are changed, to provide the Landlord with keys to the new locks as soon as reasonably practicable

Assignment, sub-letting and parting with possession

(46) During the tenancy not to assign or sublet the Property and not to part with or share possession of it in any other way

(**Note:** The definition of "Property" means that this clause applies to dealings with any part of the Property as well as to dealings with the whole of it.)

Notices from third parties

(47) To give the Landlord a copy of any notice given under the Party Wall etc. Act 1996, or any other formal or legal notice addressed to the owner of the Property or to the Landlord by name, 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

The end of the tenancy

(48) To permit the Landlord to erect and display at the Property any for sale or to let board during the last three months of the tenancy

(49) During the last 2 month 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, if the Landlord has given 24 hours' written notice beforehand

(50) At the end of the Term or earlier if the tenancy comes to an end more quickly to leave the Property in the condition it should be in if the Tenant has performed the Tenant's obligations under this Agreement. This means in particular that the Tenant must: -

(b) remove from the Property all rubbish and refuse

(c) remove from the Property all the Tenant's belongings, personal effects and equipment, furnishings and foodstuffs

(d) leave the Landlord's Items at the end of the tenancy where they were at the beginning and not remove any of the Landlord's Items from the Property

(e) Tenant must have clean the property professionally to a standard level anytime which has become soiled, stained or marked during the tenancy.

(5) At the end of the Term or earlier if the tenancy comes to an end more quickly: -

(a) to assist the Landlord in checking the Inventory and examining the condition of the Property

(b) to return to the Landlord all keys to the Property (including any new keys cut during the tenancy)

(c) to provide to the Landlord a forwarding address to facilitate communications between the parties about the return of the Deposit

Breaches by Tenant

8. IT is agreed that:

(1) If the Tenant: -

(a) is at least 14 days late in paying the Rent or any part of it, whether or not the Rent has been formally demanded, or

(b) has broken any of the terms of this Agreement

then, subject to any statutory provisions, the Landlord may recover possession of the Property and the tenancy will come to an end. Any other rights or remedies that the Landlord may have will remain in force.

(2) If the Tenant leaves personal possessions or effects at the Property after the end of the tenancy: -

(a) where those possessions or effects are unwieldy or bulky and would or might cause inconvenience to any future occupier of the Property the Landlord may, at the Tenant's expense, upon giving the Tenant 14 days' prior written notice, remove any such possessions and effects and arrange for their storage elsewhere; and if the Tenant has not made arrangements with the Landlord to recover possession of those items within three months of the end of the tenancy (including arrangements for payment of any reasonable storage charges if the Landlord so requires), the Landlord may sell or dispose of those items as the Landlord sees fit

(b) the Landlord may, at the Tenant's expense, upon giving the Tenant 14 days' prior written notice, remove, sell or dispose of all other possessions or effects left at the Property as the Landlord sees fit.

(Note: The Landlord cannot recover possession of the Property under clause 8(1) without an order of the court under the Housing Act 1988. Except in certain cases set out in the Act of substantial arrears of rent, the court has a discretion whether or not to make an order and is likely to take account of whether unpaid rent has been paid or a breach in the terms of the tenancy has been made good.)

(Note: This clause does not affect the Tenant's rights under the Protection from Eviction Act 1977.)

Landlord's obligations

9. THE Landlord agrees with the Tenant: -

(1) That the Tenant has the right to possess and enjoy the Property during the tenancy without any lawful interruption from the Landlord or any person claiming through or in trust for the Landlord. But: -

(a) this clause does not limit any of the rights under this Agreement which the Tenant has agreed to allow the Landlord to exercise; and

(b) this clause does not prevent the Landlord from taking lawful steps to enforce the Landlord's rights against the Tenant if the Tenant breaks any of the terms of this Agreement

(2) To pay all charges in respect of the Property except those which by the terms of this Agreement the Tenant has expressly agreed to pay and to pay to the Tenant the amount of any such charge which another person has compelled the Tenant to pay

(3) From the beginning of the Term until the tenancy ends: -

(a) to effect and maintain, through reputable insurance underwriters and agents, a policy of insurance (but only so far as it is not invalidated by anything done or not done by the Tenant or anyone the Tenant has expressly or impliedly allowed on to the Property) covering: -

(i) the Property and the Landlord's Items (but not the Tenant's possessions and fittings) for a sum sufficient to cover the cost of reinstatement assuming total loss including all applicable VAT and ancillary costs (such as site clearance and professional fees) and an appropriate allowance for inflation

(ii) the loss of all Rent and applicable VAT for the period which the Landlord from time to time reasonably considers sufficient to complete reinstatement of the Property following a total loss

(b) upon reasonable request from time to time to produce to the Tenant a copy of the policy of insurance and evidence that it is in force

(4) To keep the outside of the Property (except the glass) and the floor, walls and structure of the Property in good repair and condition

(5) To ensure that all gas and electrical appliances at the Property are in safe and proper working order throughout the tenancy and to comply with all applicable gas and electricity safety legislation

(Note: Landlords must currently comply with the Gas Safety (Installation and Use) Regulations 1998 (S.I. 1998 No. 2451), the Electrical Equipment (Safety) Regulations 1994 (S.I. 1994 No. 3260) and the Plugs and Sockets etc. (Safety) Regulations 1994 (S.I. 1994 No. 1768)).

(6) To keep in proper working order and regularly maintain any burglar alarm at the Property

(7) If the Landlord does not usually reside within the United Kingdom, to appoint an agent, whose residence and place of business is within the United Kingdom and to whom the Tenant will pay the Rent and all other sums due under this Agreement.

Landlord and Tenant Act 1985

10. IF section 11 of the Landlord and Tenant Act 1985 applies to the tenancy, the Tenant's obligations are subject to the effect of that section.

(Note: As a general rule, section 11 applies to tenancies of a dwelling-house for a term of less than seven years. It requires the landlord to keep in repair the structure and exterior of the dwelling-house including drains, gutters and external pipes; and to keep in repair and proper working order the installations for the supply of water, gas and electricity, for sanitation (including basins, sinks, baths and sanitary conveniences) and for space heating and heating water. The landlord is not obliged to repair until the tenant has given notice of the defect, and the tenant is obliged to take proper care of the tenanted property and to do small jobs that a reasonable tenant would do.)

Additional clauses

A. The Landlord by this clause gives the Tenant notice under the Housing Act 1988 that possession may be recovered on ground

(i) This Tenancy may be determined (ended) by landlord giving two months signed written notice or tenant giving one month signed written notice, but not before the completion of the first six months.

(ii) If the tenant intends to vacate at the end of the fixed term or any later date, they agree to give the landlord at least one month prior signed notice in writing.

NOTICE OF LANDLORD'S ADDRESS

The Landlord notifies the Tenant that the Tenant may serve notices (including notices in proceedings) on the Landlord at the following address: -

BHDN Properties
Limited
Unit 10B, Lyon Way
UB6 0BN
Green Ford

(This notice is given under section 48 of the Landlord and Tenant Act 1987. The address must be in England or Wales.)

AS WITNESS the hands of the parties on the date specified above.

SIGNED by the above-named (The Landlord) in the presence of } Hossein Rezvani

Hossein Rezvani

SIGNED by the above-named (The Tenant) in the presence o } Vinu Shivadas

Vinu Shivadas

APPENDIX

Protecting your Deposit

The Landlord is obliged, within 30 days from the date of payment, to give the Tenant and any person who has paid the Deposit on the Tenant's behalf certain written information about the way the Deposit is protected. The information to be given (called "the prescribed information") is set out in the Housing (Tenancy Deposits) (Prescribed Information) Order 2007 (S.I. 2007 No. 797). The information which follows includes that prescribed information.

In addition, the Scheme Administrator will provide a Deposit Protection Certificate which will also set out much of the information.

General information

1. The name, address and contact details of the Scheme Administrator of the tenancy deposit scheme that is safeguarding your deposit is:

   HFIS plc, t/a Hamilton Fraser Insurance,
   my deposits, Premier House,
   1st Floor, Elstree Way,
   Borehamwood, WD6 1JH
   Tel. 0333 3219 401
   info@mydeposits.co.uk.uk

2. Information contained in a leaflet supplied by the Scheme Administrator to the Landlord explaining the operation of the provisions contained in the statutory scheme:

   Contained in the *Information to Tenants* leaflet attached to this Agreement

3. Information on the procedures applying for the release of the Deposit at the end of the tenancy:
4. **Contained in the *Information to Tenants* leaflet attached to this Agreement**

5. Procedures that apply under the Scheme where either the Landlord or the Tenant is not contactable at the end of the tenancy:

If the Landlord is not contactable at the end of the tenancy the Tenant should contact my deposits **to raise a possible deposit dispute on 0844 980 0290 or notify my** deposits **of a possible deposit dispute online at www.mydeposits.co.uk**

6. Procedures that apply under the Scheme where the Landlord and the Tenant dispute the amount to be repaid to the Tenant in respect of the Deposit:

Contained in the *Information to Tenants* leaflet attached to this Agreement

7. The facilities available under the Scheme for enabling a dispute relating to the Deposit to be resolved without recourse to litigation:

Contained in the *Information to Tenants* leaflet attached to this Agreement

<u>Information specific to your Agreement</u>

(a) **Amount of deposit paid:** £ 2250

(b) **Address of Property:** Flat 4 Shackelton Court, 2 Maritime Quay, London, E14 3QF

(c) **Name, address and details of Landlord**

Name: BHDN Properties Limited

Address: Unit 10B, Lyon Way, Greenford, London, UB6 0BN

Telephone number: 0203 617 7861

Email address: racheltradingltd@gmail.com

(d) **Name, address and contact details of the Tenants:**

1. **Name:** Vinu Shivadas
   Address: Flat 4 Shackelton Court, 2 Maritime Quay, London, E14 3QF
   Telephone number: 07384791169
   E-mail address: vinu.shivadas@yahoo.com, vinushivadas@hsbc.com

(e) **Contact address to be used by Landlord at end of tenancy:** HSBC Level 38, 8 Canada Square, Canary Wharf, London, E14 5HQ

(f) Circumstances when all or any part of the Deposit may be retained by the Landlord:

Refer to clause 4 of the Agreement.

[I]/[We] (the Landlord) certify that: -

(i) The information provided is accurate to the best of my/our knowledge and belief

(ii) [I]/[We] have given the Tenant (and each of them if more than one) the opportunity to sign this document by way of confirmation that the information is accurate to the best of the Tenant's knowledge and belief.

Landlord(s): Hossein Rezvani

Signature(s) Hossein Rezvani

Date: Jun 18 2024

Tenant(s): Vinu Shivadas

Signature(s)

Date: Jun 18 2024

xodo sign by apryse

Audit Trail

Document Details

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