

TENANCY AGREEMENT

For Letting furnished dwelling house on an assured shorthold tenancy under
Part 1 of the Housing Act 1988 as Amended in 1996

DATE: 01 January 2011

PARTIES: 1. The Landlord

2. The Tenant/s

3. Landlord's Agent

Lexton Property Services Ltd t/a Lexton London

Suite 224, The Legacy Business Centre, 2a Ruckholt Road, Leyton, London, E10 5NP

PROPERTY:

Together with the Fixtures, Furniture and Effect therein and more particularly specified in the Inventory thereof signed by the parties

TERM:

A term certain of

From: 01 January 2011

To: 31 December 2011

RENT:

£0.00 Per Calendar Month

PAYABLE:

Security Deposit: £0.00

Rent In Arrears: £0.00

(Deposit will be held by the Managing Agent)

FIRST PAYMENT to be made on 01 January 2011

1. The landlord lets and the Tenant takes the Property for the Term at the Rent payable as above

2. This Agreement is intended to create an assured shorthold tenancy as defined in section 20 of the Housing Act 1988 and the provisions for the recovery of possession by the landlord in section 21 thereof apply accordingly

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

© 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

4. The Tenant will-

(a) Pay the Rent at the times and in the manner specified

(b) Pay for all gas and electric light and power which shall be consumed or supplied on or to the Property during the tenancy and the amount of the water rate charged in respect of the Property during the tenancy and the amount of all charges made for the use of the telephone (if any) on the Property during the tenancy or a proper proportion of the amount of the rental or other recurring charges to be assessed according to the duration of the tenancy

The Landlord must be informed if the tenant wishes to change the supplier of gas, water and/or electricity.

The Tenant shall not change the type of electric and/ or gas or add any utility and/or water supply meter without first obtaining express written permission of the landlord through his/her agent

(c) Not damage or injure the Property or make any alteration in or addition to it, except otherwise agreed between the parties.

(d) Preserve the Fixtures Furniture and Effects from being destroyed or damaged and not to remove them from the Property

(e) Yield up the Property at the end of the tenancy in the same clean state and condition as it was in the beginning of the tenancy and make good, pay for the repair of or replace all such items of the Fixtures Furniture and Effects as shall be broken lost damaged or destroyed during the tenancy (reasonable wear, tear and damage by fire excepted)

(f) Leave the Furniture and Effects at the end of the tenancy in the rooms or places in which they were at the beginning of the tenancy

(g) Pay for the washing (including ironing or pressing) of all linen and for the washing and cleaning (including ironing and pressing) of all counterpanes blankets and curtains which shall have been soiled during the tenancy (the reasonable use

thereof nevertheless to be allowed for)

(h) Upon being given not less than 24 hours notice, save for in the event of emergency where no notice shall be required, to permit the Landlord and or their contractors or representatives to enter into the Property at all reasonable times to examine the state and condition of the property; repair of any part of the property that requires access or to view the premises at reasonable hours in the day with prospective tenants or purchaser of the property.

(i) Upon receipt of notice in writing specifying any repairs, redecoration or works required to remedy a breach of this agreement to carry out works within 21 days. Upon the Tenant failing to carry out the required works to permit the Landlord to enter the Property to carry out such repairs. The reasonable cost incurred by the Landlord in making repairs shall be a debt due from the Tenant payable on demand.

(j) Not sublet or part with possession of the Property without the previous consent in writing of the landlord

(k) Not carry on the Property any profession trade or business or let apartments or receive paying guests on the Property or place or exhibit any notice board or notice on the Property or use the Property for any other purpose than that of a strictly private residence

(l) Not do or suffer to be done on the Property anything which may be or become a nuisance or annoyance to the landlord or the Tenants or occupiers of any adjoining premises or which may vitiate any insurance of the Property against fire or otherwise or increase the ordinary premium for such insurance

(m) Permit the landlord or the landlord's agents at reasonable hours in the daytime within the last twenty-eight days of the tenancy to enter and view the Property with prospective tenants.

(n) Not to leave the property vacant for more than 21 consecutive days without first giving written notice to the Landlord of the intention to do so and to properly secure all locks and other security devices fitted to the Property when leaving the property unattended at any time.

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 and immediately thereupon the tenancy shall absolutely determine without prejudice to the other rights and remedies of the landlord

6. The landlord agrees with the Tenant as follows-

(1) To pay and indemnify the Tenant against all rates assessments and outgoings in respect of the Property (except the water rate and except charges for the supply of gas or electric light and power or the use of any telephone)

(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 lawful interruption from the landlord or any person claiming under or in trust for the landlord

(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 settled by arbitration

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

8. The tenants shall not keep or harbour any animal without the consent in writing from the Landlord, with consent, the Landlord, may at any time without giving reason may withdraw and if any animals which the Tenant may keep or allow to be kept on the property shall soil any carpet, rug, fabric or other item to pay to the Landlord the cost of replacing such carpet, rug or fabric with a new one of as good quality as the soiled one or any other damage to the property.

9. Not to hang or allow to be hung any clothes or other articles on the outside of the property nor to allow any linen or clothes to be exposed for drying.

10. To keep the garden (if any) property cultivated and free from weeds and in a neat and tidy condition and any lawns properly mown and trees and shrubs pruned and not to cut down or remove any trees, shrubs or plants (other than annual plants) and not to alter the layout of any garden.

11. To keep clean open and in good working order free from obstruction all baths, sinks, taps, lavatories, cisterns, drains, waste and other pipes gutters down pipes and gullies.

12. The Rent agreed as above shall not be challenged at rent tribunal.

13. If the Rent is not paid on time, then it is subject to be charged interest at prescribed rate until the rent is paid. The prescribed rate of shall be 4% above Barclays Bank plc base lending rate for the time being in force. 14. The tenant will be responsible for appliance failure if the damage has been caused by the tenant for negligent use and therefore any charges incurred by the landlord will be levied to the tenant.

14. The tenant will be responsible for appliance failure if the damage has been caused by the tenant for negligent use and therefore any charges incurred by the landlord will be levied to the tenant.

15. The Tenant is responsible for fixtures/ fittings/ decorations.

16. The Owner or the managing agents will not be responsible for any service not connected on the move date.

17. Ending this Agreement

17.1 The Tenant cannot normally end this agreement before the end of the Term. However after the first three months of the term, if the tenant can find a suitable alternative tenant, and provided this alternative tenant is acceptable to the landlord (the landlords approval not to be unreasonably withheld) the Tenant may give notice to end the tenancy on a date at least one month from the date that such approval is given by the Landlord. On expiry of such notice, provided that the Tenant pays to the Landlord the reasonable expenses reasonably incurred by the landlord in granting necessary approval and in granting any new tenancy to the alternative tenant, the tenancy shall end.

17.2 If the tenant stays on after the end of the fixed term, his tenancy will continue but will run from month to month (a "periodic tenancy"). This periodic tenancy can be ended by the Tenant or the Landlord giving at least one month's written notice to the Landlord, the notice to expire at the end of the rental period.

17.3 Failure to comply with the terms of this agreement will result in losing the deposit in full.

18. The tenant is responsible for their local council tax/rates or government property tax.

19. The tenant must clear all bills before leaving.

20. A Let by board on the property will remain on the property and shall not be removed. This will remain on the property for the full duration on the tenancy. If The Board has been removed or tampered with by the tenant or any other person connected to the tenant, other than instructed by Lexton London the tenants will levee a charge of £30 and may incur further charges for the replacement of the board.

21. During the last two months of the Tenancy or at any time previously if the Landlord shall wish To sell the property to permit a notice to be fixed to the front of the property intimating that it is to be let or sold and to permit persons with written authority from the Landlord or his agent to view the same during reasonable hours in the daytime and in case it shall not be convenient for the Landlord's Agent so that such agents may escort intending tenants over the Property.

22. The deposit shall be released after the place is vacated subject to the terms of this tenancy:-

22.1 The tenancy agreement being followed and adhered to.

23. Abandonment - if it comes to the attention of the Landlord that the Property has not been occupied by the Tenant for more than 21 days and the Tenant has not notified the Landlord in accordance with clause 4(n) above, and following investigation has reasonable cause to believe the Tenant has ceased to reside at the Property, the Landlord may treat the Property as abandoned and re-enter the Property and thereby bring this agreement to an end. Such re-entry shall not affect the rights of the Landlord against the Tenant in respect of any subsisting breach by the Tenant of this Tenancy Agreement.

24. Notices under Housing Act 1988

GROUND ONE NOTICE

The Landlord notifies the Tenant that possession of the property may be recovered under Ground 1 in Schedule 2 to the Housing Act 1988. This requires the court to order possession of the premises where the Landlord has previously occupied the property as his only principal home or requires the property as the only or principal home of the Landlord or the Landlord's spouse

Alternative GROUND TWO NOTICE

The Landlord notifies the Tenant that possession of the property may be recovered under Ground 2 of Schedule 2 to the Housing Act 1988. This requires the court to order possession where:

- (i) The property is subject to a mortgage or charge granted before the beginning of the Tenancy; and
- (ii) The lender is entitled to exercise a power of sale; and
- (iii) The lender requires possession of the Property in order to dispose of them with vacant possession when exercising the power of sale.

25. To pay the Landlord on demand on a full indemnity basis any legal or professional costs incurred by the Landlord in the determination of the Agreement and any legal proceedings arising by a breach by the Tenant. If there should be a breach by the Tenant of any obligation hereunder or if the property (save by arrangements with the Landlord) shall be left vacant or unoccupied for more than fourteen days then the Landlord may re-enter upon the property and determine the Tenancy but without prejudice to the other rights and remedies of the Landlord.

26. Guarantors Covenant

The Guarantor (if any) in consideration of the demise before contained having been made at their request HEREBY JOINTLY AND SEVERALLY COVENANT with the Landlord that the Tenant will pay the rents reserved on the days and in manner aforesaid and will perform and observe all the Tenants covenants and that in case of default in such payment of rent or in the performance of such covenants as aforesaid the Guarantors will pay and make good to the Landlord on demand all losses damages costs and expenses arising or incurred by the Landlord PROVIDED ALWAYS and it is hereby agreed that any neglect or forbearance of the Landlord in endeavouring to obtain the payment of the rents reserved when the same become payable or to enforce the performance of the several Stipulations on the Tenants part contained and any time which may be given to the Tenant by the Landlord shall not release or exonerate or in any way affect the liability of the Sureties under this covenant. If the Tenant (being a company) shall be dissolved or (being an individual) shall become bankrupt and the Liquidator of the Trustee in Bankruptcy (as the case may be) disclaim this tenancy the Surety shall nevertheless upon demand pay to the Landlord a sum equal to the rent that would have been payable under this Tenancy but for the disclaimer in respect of the period from the date of the said disclaimer until the expiration of three months therefore or until the property shall have been re-let by the Landlord whichever shall first occur.

SIGNED by the Guarantor(s): _____ N/A _____

Name of the Guarantor(s) _____ N/A _____

- 26.(i) This Tenancy agreement will only become valid once an Inventory & Condition report has been inspected and signed by the tenant and the agent on check in.
- (ii) If the Inventory and Condition report have not been signed the tenancy will become invalid.
- (ii) Any discrepancies on Check in will be noted and a new report will need to be produced in order for the tenancy to be valid (please note this can delay the start day of the tenancy agreement).
- (iii) The Landlord or the agents will not be held responsible for any delays, financial losses or this tenancy becoming invalid.

Special Clauses: - will only apply if the deposit monies have been supplied by the tenant.

The following cost will be deducted to reinstate the accommodation to the same order in which it was at the commencement date of tenancy.

Schedule of costs to be deducted from the deposit if reinstatement not completely satisfactory by the tenant before vacation of the property;

Cleaning cooker	£52.88
General cleaning of kitchen	£88.13
General cleaning including carpet cleaning	£88.13 per room
Clearing garden and removal of rubbish	£117.50
Basic redecoration	£117.50 per room
Chemical cleaning of sanitary ware	£17.63 per item
Where pets have been kept	£11.70 per room

SIGNED by the Landlord/Agent -----
(/ (LEXTON LONDON)

SIGNED by the Tenant -----
()

SIGNED by the Witness -----

HOUSING ACT 1988

Section 21 (1) (b)

ASSURED SHORTHOLD TENANCY: NOTICE REQUIRING POSSESSION

Fixed Term Tenancy

To

Of

From

Of

I/we give you notice that I/we require possession of the dwelling known as:

After 31 December 2011

Dated 01 January 2011

SIGNED by the Landlord/Agent ----- Date 01 January 2011

(/ LEXTON LONDON)

SIGNED by the Tenant ----- Date 01 January 2011

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SIGNED by the Witness ----- Date 01 January 2011

Notes

1. On or after the coming to an end of fixed a term assured shorthold tenancy, a court must make an order for possession if the landlord has given a notice in this form.
2. Where there are joint landlords, at least one of them must give this notice.
3. The length of the notice must be at least two months and the notice may be given before or on the day on which the fixed term comes to an end.