

TENANCY

**AGREEMENT FOR ASSURED
SHORTHOLD TENANCY**

Dated: 18th September 2023

The Landlord: Mr Tom Clark

The Tenant: Miss Amie Jane Midge Whickman
Miss Katie Louise Whickman
Miss Francesca Mae White

The Guarantor: Mr Harry James Whickman
Mrs Lisa Jane Whickman
Mr Matthew John White

The Premises: Flat B
47 Claremont Road
London
NW2 1AG

**WILLIAM NELHAMS & CO
711 FINCHLEY ROAD
LONDON NW2 2JN**

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AN AGREEMENT made the 18th September 2023

BETWEEN Mr Tom Clark of 204 English Combe Lane, Bath BA2 2EP (hereinafter called the Landlord” which expression shall include the person for the time being entitled to the reversion immediately expectant on the determination of the tenancy hereby created) of the one part and Miss Amie Jane Midge Whickman, Miss Katie Louise and Miss Francesca Mae White of Flat B, 47 Claremont Road, London NW2 1AG (hereinafter called “the Tenant” which expression shall include their successors in title) of the other part and Mr Harry James Whickman and Mrs Lisa Jane Whickman of 25 Birch Avenue, Caterham, Surrey CR3 5RZ and Mr Matthew John White of 28 Lenham Avenue, Saltdean, Brighton BN2 (hereinafter called “the Guarantor”) of the third part

WHEREBY IT IS AGREED as follows:-

- 1. The Landlord lets and the Tenant takes the First Floor Flat known as Flat B, 47 Claremont Road, London NW2 1AG (hereinafter called “the Premises”) together with the Landlords furniture (if any), fixtures, fittings and effects upon an assured shorthold tenancy within the meaning of Section 19A of the Housing Act 1988 and 1996 as amended for a period of one (1) year less a day starting on the 18th September 2023 till the 18th September 2024 at a rent of £2,250.00 per calendar month payable in advance by Bankers Standing Order of equal monthly instalments on the 18th day of each month to NatWest Bank, Account Name: Mr T C Clark, Sort Code: 60-09-37, Account No: 78011140, the first such payment to be payable to the Landlords account as above on the 18th September 2023 and subject to any**

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increase in the rent to which the Landlord may thereafter be entitled pursuant to Section 6 and/or Section 13 of the Housing Act 1988 during any continuance of this tenancy

2. The Tenant agrees

2.1 To pay the rent on the days and in the manner aforesaid and to pay interest at the rate of ten (10) per centum per annum or four (4) per centum over the base rate of National Westminster Bank PLC whichever is the greater rate on any rent in arrears for more than ten (10) days calculated from the date upon which such rent was due to be paid to the date upon which it is actually paid. This rate may apply before, as well as after, a court judgment has been made against the Tenant, depending on the terms of the court judgment

2.2 The Tenant has paid a rental deposit of £2,595.00 which is being held as security for performance of the Tenant's obligations. In accordance with the provisions of the Housing Act 2004 the Landlord has registered the deposit with My Deposits and has informed the Tenant of the details of the relevant Scheme and the procedure for recovery of the deposit at the end of the Tenancy including those for resolving a dispute

2.3 To pay all charges for gas and electric current supplied to the Premises and any standing or fixed charges in relation thereto during the tenancy; all charges (including any rental or connection or other necessary charges) for use of the telephone at the Premises during the tenancy and the costs of reconnecting

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such services if they are withheld owing to the act or omission of the Tenant

- 2.4 To pay all water rates, sewerage, assessments and other outgoings in respect of the Premises or arising from the Tenant's occupation including the annual television licence fee and broadband**
- 2.5 To keep all parts of the Premises including Landlord's furniture (if any), fixtures and fittings in good and tenantable repair and in a good decorative state, fair wear and tear and damage by accidental fire and repairs which are hereafter agreed to be done by the Landlord**
- 2.5a Keep the property at all times sufficiently well aired and warmed to avoid build-up of condensation and prevent mildew growth and to protect it from frost. Any brown or sooty build up around gas appliances or any suspected faults with the appliances or any signs of condensation (black spots) to the walls/ceilings should be reported to the Landlord immediately**
- 2.7 Not to play any radio, CD, record player, television or musical instrument in a way that will cause a nuisance, annoy the neighbours or be heard outside the Property between 11pm and 7.30am**
- 2.8 Not to assign underlet charge or part with or share the possession or occupation of the Premises or any part thereof and not to grant any licence or licences to occupy the Premises or any part thereof and no more than the three (3) persons named in the Agreement shall occupy the Premises**

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- 2.9 Not to use the Premises or any part thereof for any purpose other than that of a private residence**
- 2.10 Not to carry on upon the Premises any profession trade or business or let apartments or rooms or receive paying guests or lodgers or place or exhibit any notice board or notice on the Premises**
- 2.11 Not to use the Premises for any illegal or immoral purpose**
- 2.12 Not to do or permit or suffer anything in the Premises (or any building of which the Premises form part) which may be or grow to be a nuisance or annoyance to the Landlord (or any Superior Landlord) or to any occupier or Tenant of any adjoining or neighbouring premises or to any occupier or Tenant of any part of any building of which the Premises form part of that might reasonably be considered to be anti-social behaviour**
- 2.12a Not to keep any animals, birds or reptiles or rodents or other pets in or on the Premises or any part thereof nor to allow his invited guests or visitors to do so. In breach of this clause to be responsible for the reasonable costs or rectification of any damage caused or for any appropriate de-infestation, cleaning, fumigation etc., required**
- 2.13 Not to damage injure or make any alteration to the Premises or any part thereof and not to affix any form of aerial, satellite dish or cabling without the written approval of the Landlord being obtained beforehand**
- 2.14 The Tenant will preserve unopened any correspondence**

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addressed to the Landlord at the Premises and will immediately notify the Landlord or the Landlord's agent of receipt of such correspondence and either:-

- (i) Retain the same safely for collection by the Landlord or his Agents from time to time; or**
- (ii) Pass the same on to the Landlord or his Agents the Landlord providing suitably stamped addressed envelopes for that purpose if requested by the Tenant**

- 2.15 To permit the Landlord/the Superior Landlord or their respective agents upon giving forty eight (48) hours prior written notice (except in the case of emergency when no notice shall be required) to enter upon the Premises with or without workmen and equipment and to view the state and condition thereof and, if necessary, to carry out any repairs, alterations or other works**
- 2.16 To pay all fees expenses and costs (including solicitors' counsels' and surveyors' fees) incurred by the Landlord in preparing and serving a notice on the Tenant of any breach of any of the covenants on the part of the Tenant herein contained notwithstanding forfeiture is avoided otherwise than by relief granted by the Court**
- 2.17 To notify the Landlord promptly after any event which causes damage to the Premises or which may give rise to a claim under the insurance of the Premises**
- 2.18 Not to leave the Premises vacant for more than seven (7) consecutive days and to keep the Premises locked and secure**

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when they are vacant

- 2.19 Not to change the locks to the outer doors of the Premises nor to make any duplicate keys thereto but to return all such keys to the Landlord at the end of the Tenancy. In the event of failure to return all such keys or causing a need for replacing the locks, the Tenant will cover reasonable costs for replacing locks and the replacement keys**
- 2.20 Not to apply to change the telephone number of the Premises if any**
- 2.21 To pay for the professional cleaning of the Premises which is to include shampooing of the carpets (if any) and all the contents thereof and for the cost of removing any rubbish that may belong to the Tenant at the end of the tenancy**
- 2.22 Within the last six (6) weeks of the Tenancy to permit the Landlord or the Landlord's agents at reasonable hours in the daytime to enter and view the Premises with prospective tenants or purchasers thereof**
- 2.23 At the determination of the tenancy to yield up to the Landlord the Premises furniture (if any), fixtures, fittings and effects properly repaired, decorated and kept in accordance with the obligations hereinbefore contained and to remove from the Premises all the Tenant's effects**
- 2.24 Not to remove any of the said Landlord's furniture (if any), fixtures, fittings and effects from the Premises**
- 2.25 Not to bring any furniture and/or bicycles, motor cycles, and**

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prams into the Property without the Landlord's permission, in writing (which will not be unreasonably withhold)

2.26 Not to hang pictures or posters on the walls without the Landlord's permission, in writing (which will not be unreasonably withheld)

If permission is granted to use blu-tack or any similar type of adhesive which is to be removed and the area made good at the end of the Tenancy

2.27 To keep the said furniture (if any), fixtures and effects in their present state of repair and condition (reasonable wear and tear and damage by accidental fire only excepted) and to replace with similar articles of at least equal value or if the Landlord so requires pay to the Landlord the value of any part of the said furniture (if any), fixtures and effects which may be destroyed or damaged (except as aforesaid) so as to be incapable of being returned to their former condition

2.28 To perform and observe any obligation on the part of the Tenant arising under the Local Government Finance Act 1992 or any regulations made thereunder and to indemnify the Landlord against any such obligation which the Landlord may incur during the tenancy by reason of the Tenant's ceasing to be resident in the Premises

2.29 In the event of the said tenant vacating the Premises earlier than the proper determination of the term the tenant will be liable to the Landlord for the amount of rent totalling the remainder of

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the Tenancy term as if the Tenancy had continued to the date of expiration

2.30 If any Tenant deceases during the term of this agreement any remaining Tenant(s) shall assume all Tenant obligations under the Agreement as if the deceased had not been a party to the Agreement

Any amount claimed by the deceased's estate for any contribution to the Security Deposit will be paid to the estate by any Continuing Tenant/s, and neither Landlord nor Landlord's agent shall have any obligation to the estate for accounting or refund of the Deposit

2.30a If a Tenant who is the sole occupant of the Dwelling property dies, and there is no person authorised by order of a circuit court to handle probate matters for the deceased Tenant, Landlord may dispose of any personal property left by such Tenant upon giving at least fourteen (14) days written notice

Such notice shall include a statement that any items of personal property left in the Dwelling Property shall be treated as abandoned property and disposed of, if not claimed within fourteen (14) days

2.30b Following notification in writing, known as Deed of Surrender, by the executor or next of-kin of the death of the Tenant, the Tenancy will end when the keys of the property are handed in to Agent/Landlord and all contractual liabilities are agreed by both parties and terminated

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2.31 The Tenant(s) also agrees to reimburse the Landlord for the proportionate amount of any advance monies paid to the Agent as a letting commission for the remainder of the Tenancy term. The Landlord may deduct the said amount from the Tenant(s) deposit without further notice and without prejudice to any other right of the Landlord herein contained

2.32 Not to smoke or permit any guest or visitor to smoke tobacco or any other substance in the Premises, without the Landlord's prior written consent which shall not be unreasonably withheld

3 The Landlord agrees:

3.1 That the Tenant paying the rent hereby reserved and performing and observing the various agreements in his part contained herein shall peaceably hold and enjoy the Premises during the tenancy without any interruption by the Landlord or any person claiming under or in trust for him

3.2 To pay the Council Tax and indemnify the Tenant against all other outgoings in respect of the Premises except the said charges for the supply of gas, electricity and the use of the telephone (if any) and those payments to be paid by the Tenant under his above covenants

3.3 To keep in repair and proper working order the installations contained in the Property for the supply of water gas electricity and heating and all mechanical and electrical items included in the said furniture equipment and effects in compliance with The Gas Safety (Installation & Use) Regulations 1998 and The

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Furniture and Furnishings Fire & Safety Regulations Amended 1993 but subject to clause 6 not otherwise

PROVIDED that this agreement shall not be construed as requiring the Landlord to carry out any works for which the Tenant is liable, the Tenant shall indemnify the Landlord in respect of the cost of repairs to such installations or items resulting from Misuse of the same howsoever and by whomsoever caused

3.4 To maintain the Buildings Insurance

4 The Guarantor in consideration of the grant of this Tenancy to the Tenant made at his request covenants with the Landlord that the Tenant shall pay the rent at the times and in the manner specified herein and perform and observe all the tenant's obligations and conditions contained in this Agreement and in case of default in the payment of the rent or the performance or observance of the tenant's obligations during the fixed term and afterwards during such period as the tenant remains in occupation of the Property the Surety will pay and make good to the Landlord on demand all losses damages costs and expenses of the Landlord arising from or incurred as a result of the default

5 PROVIDED ALWAYS THAT:-

5.1 If the said rent or any instalment or part thereof shall be in arrears for seven (7) days after the same shall have become due (whether formally demanded or not) or if the Tenant shall commit a breach of any of the several agreements and stipulations

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herein contained or if the Tenant shall become bankrupt or assign his estate or execute any Deed of Arrangement for the benefit of his creditors or if the Premises shall be left vacant or unoccupied then and in any such case it shall be lawful for the Landlord at any time thereafter to re-enter upon and take possession of the Premises and the furniture (if any) and effects and immediately thereupon the tenancy hereby created shall be determined but without prejudice to any right of action which the Landlord may have to recover all such rent in arrears and damages in respect of any breach of this Agreement

5.2 If an Inventory is applicable to this letting has not been prepared or annexed hereto the Landlord will provide an Inventory to the Tenant within one week of the date hereof and the Tenant shall sign and return a copy thereof to the Landlord or his Agent within seven (7) days of receipt of same

If the Tenant shall not return such a signed copy within such period the Tenant shall be deemed to have accepted the Inventory as prepared unless within such period he notifies his objections to the same in writing to the Landlord or his Agent

5.3 Ownership of all property left at the Premises at the end of the tenancy and not claimed within fourteen (14) days thereafter shall immediately pass to the Landlord who shall be entitled (though not bound) to sell the same for his own benefit

The Tenant shall be responsible for all reasonable costs which the Landlord may incur. The landlord shall be entitled to deduct such

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costs and any monies lawfully due to the landlord from any money realised from the disposal of such furniture or goods

5.4 At the end of the initial fixed term, the Term shall continue on a month- by-month basis until either party shall serve on the other a written notice to bring the same to an end

Such notice, when served by the Landlord, should expire no less than two (2) months after the same shall have been served on the Tenant

In the case of a notice served by the Tenant, such notice should expire no less than one (1) month after service of the same on the Landlord

5.5 Any notice served by the Landlord on the Tenant shall be sufficiently served if sent by first class post to the Tenant at the Premises or the last known address of the Tenant or left addressed to the Tenant at the Premises

5.6 Where the Landlord or the Tenant or the Guarantor consists of more than one (1) person the covenants on their part in this Agreement shall be joint and several

6 The Tenant is hereby advised and understands that the personal property of the Tenant is not insured by the Landlord for either damage or loss and the Landlord assumes no liability for any such loss

7 The Tenant is hereby notified that for the purposes of Section 48 of the Landlord and Tenant Act 1987 notices (including notices in proceedings) must be served on the Landlord of the Tenant at the

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13

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**following address in England: 204 English Combe Lane
Bath
BA2 2ED**

- 8 THIS Agreement shall take effect subject to the provisions of Section 11 of the Landlord and Tenant Act 1985 (Landlords repairing obligations)**
- 9 If either party to this agreement are unsure of their rights or require further clarification of this clause they should consult a solicitor or their local Citizens Advice Bureau**

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AS WITNESS the parties hereto have signed this instrument as their Deed in the presence of the persons mentioned below the day and year first above written

SIGNED as a Deed by the said Tenant

Miss Amie Jane Midge Whickman

Miss Katie Louise Whickman





Date: 22-Aug-23 | 5:40 PM BST

Date: 24-Aug-23 | 3:00 PM BST

Miss Francesca Mae White



Date: 22-Aug-23 | 6:24 PM BST

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AS WITNESS the parties hereto have signed this instrument as their Deed in the presence of the persons mentioned below the day and year first above written

SIGNED as a Deed by the said Guarantor

Mr Harry James Whickman	Mrs Lisa Jane Whickman
	
_____	_____
Date: <u>22-Aug-23 5:37 PM BST</u>	Date: <u>22-Aug-23 5:38 PM BST</u>

Mr Matthew John White



Date: 23-Aug-23 | 3:16 PM BST

SIGNED as a Deed on behalf of the Landlord

Mr Tom Clark

WILLIAM NELHAMS & CO



Date: 22-Aug-23 | 5:10 PM BST

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