**Assured Shorthold Tenancy Agreement**

under part 1 of the Housing Act 1988 as amended under part 3 of the Housing Act 1996

If you need to make a deposit we will deal with this under The Deposit Protection Service (DPS) a Government approved scheme.

a

Date:

This agreement is between us:

Landlord: Mrs J Sharp, 35 Government Row, Enfield, Middx EN3 6JN

 Agent: Welham Estates Lettings Ltd the landlord or landlords (us/we)

and you (individually and together):

Miss Elizabeth Coulton Miss Abigail Gash Miss Laufey Soffia

Mrs Susan Catherine Pierce the tenant or tenants (you)

every calendar month

 £ 1500.00

The rent is :

You must pay the rent for the month to come

The rent must be paid in advance

If someone who is not a tenant has paid towards the deposit give the following details:

Name of person/s paying towards the deposit Amount/s paid

£

Except as shown in the boxes above, you confirm to us that no-one who is not a tenant has paid towards the deposit.

1

**A We let the property at:**

1

133a Friern Park, North Finchley, London N12 9LR

to you (individually and together if there is more than one of you) as well as the furniture and household belongings that are on the list that you and we signed. The amount of rent is shown on the previous page and both you and we must keep to the terms below.

(Six) 6 Months

2 You will have the property and furniture for

15th august 2022

16th August2021

from t to

If at the end of the tenancy you stay in the property, the tenancy will carry on as a statutory periodic tenancy. The periods of this tenancy will depend on the periods for which you pay rent. You must give at least a months’ notice to end. This notice must end on the last day of a tenancy period.

3 This agreement is an assured shorthold tenancy (as defined in section 19A of the Housing act 1988). The arrangements in section 21 of the Housing Act 1988 for the landlord to repossess the property apply to this agreement. This means that you cannot claim any legal rights to stay on once the tenancy has ended and a court order says you must leave. The landlord giving a section 21 notice must give at least two months’ notice, in writing. For more information, you should consult a housing advice centre, solicitor or citizens advice bureau who will tell you what it means.

4 We will let the property to you (individually and together) and only you and

n

 will be allowed to live there.

5 No children are allowed to live in the property without our permission, in writing (which we will not unreasonably withhold)

6 No animals are allowed in the property without our permission, in writing (which we will not unreasonably withhold). We can withdraw the permission if we have good reason. We can ask you to pay an additional deposit in respect of pets if we require.

o £1500.

7 You have to pay a deposit of that will be protected by The Deposit Protection Service (DPS), an approved Government custodial deposit scheme. The deposit holder will hold the deposit as stakeholder (this means they cannot deal with the Deposit otherwise than agreed with you, as decided by adjudication or a court, or as provided for under this Agreement, or under the rules of the DPS). You will not receive interest on the deposit. Any interest earned will belong to the deposit holder.

 We can transfer the deposit to another government approved Tenancy Deposit Scheme or change the person who holds the deposit (unless it has been paid into a government approved custodial Tenancy Deposit Scheme) but, in either case we will notify you of this change in writing.

8. You will not receive interest on the deposit unless it is paid into the Government’s custodial tenancy deposit scheme. If it is paid into that scheme, you will receive any interest that may be due under the scheme’s terms and conditions.

9. You will get the deposit back when this agreement ends and you leave the property, as long as you have kept to all the agreements and conditions and you have paid all the rent and bills for the property. If you do not do so, we may take from your deposit;

* Any rent, or other money you owe us which we have told you about and which is unpaid after the end of the tenancy;
* Any unpaid utility bills (electricity, gas, water, phone) or similar sums or council tax for the property for which you are responsible;
* Reasonable compensation if you have broken any of your agreements, including those relating to cleaning the property or the furniture or fixtures; or

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* The reasonable cost of making good or compensating us for any damage to the property or the furniture or fixtures or anything else of which you may be responsible which is not caused by fair wear and tear. This does not include any damage covered by our insurance policy (except for any insurance excess) or any damage resulting from our failure to carry out any repairs for which we are responsible. We will make allowance for the age and condition of any item as at the start of the tenancy.

If we cannot agree any of these amounts, the matter will be decided by the county court unless we can agree on some other way of sorting out the dispute.

10 We will keep the deposit until you have produced satisfactory proof that you have paid for the utility bills electricity, gas, water and phone) for the property. If you fail to provide proof, we may pay any charges you owe and claim these from you.

11 You cannot use the deposit to pay rent payable under this agreement.

 Miss Elizabeth Coulton

12 If there is more than one tenant, is chosen to deal with the deposit on your behalf (jointly or individually) and on behalf of anyone who is not a tenant. That person can be replaced as your representative by another of the tenants as long as the majority of you tell us in writing.

13 If you owe rent or any other money you must pay under this agreement, you will have to pay interest on this amount from the date that it should have been paid. The interest rate is 5% above base rate used by NatWest Bank. The rate may apply before, as well as after, a court judgment has been made against you, depending on the terms of the court judgment.

14 We may keep keys to the property.

15 We may remove, store or sell or otherwise get rid of any furniture or goods which you refuse to remove or fail to remove from the property at the end of the tenancy. You will be responsible for all reasonable costs which we may have because of this. We are entitled to take the costs and any money you owe from any money made from selling the furniture or goods.

16 You must pay an administration fee of for entering into this tenancy.

17 If there is shared access to the property you are entitled to use shared entrance, stairways, halls, landings and so on to the property but we may come into the property if we need to get to other parts of the building in which the property is located.

**B You must do the following:**

1 Pay rent on the days and in the way we have agreed.

r £5.00

2 Pay our reasonable costs in sending reminder letters. These will be for each reminder.

3 Pay our reasonable costs for any cheque that does not clear or any unpaid direct debit, debit/credit card transaction or standing order payment. These will be each time it happens.

s £5.00

4 Keep the property in at least as good a condition as it was when the tenancy started (apart from fair wear and tear). Also, at the end of the tenancy you must leave all furniture and fixtures in the rooms or places they were in at the beginning of the tenancy.

5. Repair any damage you have done deliberately or that was caused by the neglect or carelessness of you or anyone else living in or visiting the property. This includes repairing damage caused in this way to the property and, where applicable, the building in which the property is based and any shared access, replacing any broken glass in windows and repairing or replacing any damaged furniture, fittings and installations. If you do not repair the damage you are responsible for, we can claim the reasonable cost of making good this damage or we may give you written notice asking you to repair the damage within a reasonable period of time, depending on the repairs that need to be done. If you fail to do this within the period of notice given, we may then enter the property (after giving you at least 24 hours’ notice in writing) and carry out the work. You will have to pay us the reasonable cost of this work.

6 Pay all electricity, gas, phone, water and council tax bills relating to the property that apply during the tenancy.

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7 Take reasonable precautions to prevent frost or similar damage to the property. If the property is going to be empty overnight or for more than 12 hours when the weather is likely to be cold, you must leave enough heating on to prevent the water system freezing, or employ a competent plumber to turn off the water supply at the main stopcock and open all the other water taps and valves to drain the tanks of hot and cold water and later refill the system.

8 Whenever you leave the property you must lock all the doors and windows and put the burglar alarm on (if there is one). You should tell us if the property is going to be empty for more than seven days in a row.

9 If you give us notice that you are going to leave the property before this agreement has ended, you must pay our reasonable costs for re-letting the property and pay the rent until a new tenant moves in. We do not have to take the property or the tenancy back from you unless we want to do so.

10 Allow us or our agents to come into the property at all reasonable hours of the day to inspect the condition of the property, to carry out repairs, or do other work which we must carry out by law. We will give you at least 24 hours written notice if we are going to enter the property. You must let us enter the property immediately if there is an emergency.

11 Tell us about any repairs or faults that we are responsible for in the structure or outside the property, in any installation or, if it applies, in the shared areas.

12 Park vehicles in your garage (if there is one) or on your parking space only and without causing an obstruction.

13 Pay the reasonable cost of replacing locks if you fail to return any key.

14 Pay any reasonable cost for getting replacement keys.

15 Allow possible new tenants and buyers to look at the property (on at least 24 hours written notice) during the tenancy.

16 Be jointly and individually responsible for paying all the rent you have to pay under this agreement and keep all the terms of this agreement.

17 Defrost the fridge when necessary. You will be responsible for making good any damage that is caused because you have not done this.

18 Be responsible for looking after the garden (if there is one). You must keep it tidy and cut any grass regularly, but you do not have to improve the garden.

19 Pay and arrange the removal of all vermin pests and insects, woodworm and wood boring insects excepted, providing that the infestation begins during the term and is not as a result of us failing in our repairing obligation.

20 Clear any blockage to the drains, pipes, gutters, channels and appliances caused by you and for which you would be responsible such as placing fat down the sink, failure to remove hair and soap residue from plugs and traps and allowing inappropriate items to cause the blockage such as clothing nappies and sanitary towels.

21 To clean the windows every month, or more often if necessary, and in the last week of your tenancy

22 Replace all light bulbs, fluorescent tubes, and fuses as required and check the operation of the smoke alarm every week and replace the batteries every year or if required sooner.

23 Pay our reasonable charges (including our costs) for preparing and checking any inventory or condition schedule at the beginning and end of tenancy.

24 At the end of the tenancy, leave the property and our fixtures and fittings in as good a condition as at the start of the tenancy (apart from fair wear and tear) and free from rubbish and accumulated dust and in respect of the oven and cooker to leave these free of fat and grease and to dry clean the carpets and curtains.

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25 This clause applies if there is a guarantor for the tenancy and that guarantee ends because the guarantor dies, becomes bankrupt or cancels the guarantee. If it is reasonable for us to do so then within 2 months of us learning of this we can notify you in writing requiring you within 28 days of this request to find a new guarantor who is reasonably acceptable to us. Our request must give reasons as to why a new guarantor is required. The guarantor must then within 28 days sign a new guarantee including the same terms as the previous guarantee to take effect from the date when the previous guarantee came to an end. You must notify us as soon as you become aware that the guarantor has died or has become bankrupt.

**C You must not do the following:**

1 Alter or add anything to the outside structure of the property, or the furniture, fixtures and household belongings that are on the inventory list you and we signed. You must not bring into the property any furniture fixtures or household belongings which do not meet the Furniture and Furnishings (Fire) (Safety) Regulations applicable as at the time the furniture was manufactured. You will get information about these regulations from your local Trading Standards office.

2 Anything which may be a nuisance or annoy us or the neighbours. You must not play any CD, record player, television or similar equipment or musical instrument in a way that will cause nuisance, annoy the neighbours or be heard outside the property between 11pm and 7.30am.

3 Bring bicycles, motorcycles and prams into the property without our permission, in writing (which we will not unreasonably withhold).

4 Tamper with any fire precautions.

5 Hang pictures and posters on the walls without our permission , in writing (which we will not unreasonably withhold)

6 Use Blu-Tack or any other similar type of adhesive on the walls.

7 Sublet the property or any part of it, or give up the property or any part of it to someone else or transfer the tenancy to someone else without our permission.

8 Carry on any profession, trade or business in the property.

9 Display any permanent notice on the property.

10 Use the property for anything other than a private home. But (so long as this is not prohibited by the terms of any lease under which we own the property) this does not prevent you working at home so long as you are not using the property to run a business and your home working is purely incidental to the use of the property as your private home.

11 Block, or allow guests to block, any shared access, if this applies.

12 Dry washing inside the property, except in a ventilated room suitable for such purposes or hang washing, clothes or other articles outside the premises other than in the designated drying area (if there is one).

13 Use any paraffin or portable gas heater.

14 Paint or redecorate the property without our prior consent.

15 Anything which breaks the terms of any lease under which we own the property so long as a copy of the lease (or relevant terms) has already been given to you.

**D We agree to do the following:**

1 Keep the property insured against fire and other usual comprehensive risks as long as insurance cover is available on reasonable terms, subject to any policy excess.

2 Let you have free access to the steps, entrance hall, stairs and all shared areas, if this applies.

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3 Be responsible for servicing and maintaining any gas heating system and making sure that all gas appliances in the property are checked each year by an engineer registered with Gas Safe in line with the Gas safety (Installation and Use) Regulations 1998.

4 Be responsible for making sure that any furniture we provide keeps to the Furniture and Furnishings (Fire) (Safety) Regulations

5 Give you back any part of the rent you have paid for any period that the property could not be lived in because of fire or any other damage that we are insured for.

6 Keep the structure and outside of the property in good repair.

7 Keep the gas, water, electricity, space heating and water heating installations in good repair and proper working order.

8 Refund any rent you have paid which relates to a rental period which starts after the tenancy ends.

**E** If we need to serve any notice on you, including any notice which the law tells us we must give, we will deliver it by hand or send it to you by first class post to the property address. This means that notices are served on you once they are put through your letterbox, even if you do not receive them because you have moved. **If you give us another address to send notices to, any notice served at that address will be valid, if it is posted by first class post or left at that address.**

 If you need to serve notices on us, you must deliver it by hand or send it by post to the following address

t Welham Estates, 2 Fourways Market, Dellsome Lane, Welham Green, Hatfield, Herts AL9 7DU

 **This address may change.**

**F We may repossess the property if:**

 **\*** you fail to pay us rent 14 days after it is due, whether you have asked for it or not;

 **\*** you (or any of you) become bankrupt;

 **\*** any of the grounds listed in Schedule 2 of the Housing Act 1988 as amended under the Housing Act 1996 apply (these include not paying rent, breaking the tenancy term, and causing nuisance or annoyance); or

 **\*** the arrangements for us to repossess the property in section 21 of the Housing Act 1988 apply.

**IMPORTANT WARNING:** We need a court order to repossess the property. You should contact a solicitor, Citizens Advice Bureau or legal advice centre, who will tell you what this means.

**G** We may repossess the property under Ground 1 in Schedule 2 to the Housing Act 1988 (this applies if we have lived in the property as our only or main home or plan to do so). We may take possession of the property under Ground 2 in the same schedule which allows the lender to take possession.

**IMPORTANT WARNING:** We need a court order to repossess the property. You should contact a solicitor, citizens’ advice bureau or legal advice centre, who will tell you what this means.

aa

The landlord/s

Our Signature

bb

The tenant/s

Your Signature

(or Signatures)

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**PRESCRIBED INFORMATION RELATING TO TENANCY DEPOSITS\***

**The Deposit Protection Service – Custodial scheme**

NOTE: The Landlord must supply the tenant with the Prescribed Information regarding any tenancy deposit required to be dealt with under the custodial tenancy deposit scheme.

To Elizabeth Coulton Abigail Gash Laufey Soffia

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

**The Deposit Protection Service (The DPS)**

The Pavilions

Bridgwater Road

Bristol

BS99 6AA

**Telephone No. 0330 303 0030**

**Online: Enquiry Forms are available through the Virtual Customer Service Agent or the**

**Frequently Asked Questions at** [**www.depositprotection.com**](http://www.depositprotection.com)

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.

See attached Terms and Conditions.

3. Information on the procedures applying for the release of the deposit at the end of the tenancy.

See attached Terms and Conditions.

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

See attached Terms and Conditions.

5. Procedures that apply under the Scheme where the Landlord and the Tenant dispute the amount to be repaid to you in respect of the deposit.

See attached Terms and Conditions.

6. The facilities available under the Scheme for enabling a dispute relating to the deposit to be resolved without recourse to litigation.

There is an alternative Dispute Resolution Scheme available enabling an independent adjudicator to decide on any dispute.

See attached Terms and Conditions for further information

\* In accordance with The Housing (Tenancy Deposits) (Prescribed Information) Order 2007.

7. Tenancy specific information

(a) Amount of deposit paid.

(Insert amount of deposit paid; in the case of a joint tenancy it should be the total amount paid)

£1500.00

(b) Address of property to which the tenancy relates.

133a Friern Park, North Finchley, London N12 9LR

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

Name: Welham Estates Lettings LTD

Address including postcode:

2 Fourways Market, Dellsome Lane, Welham Green, Hatfield, Herts AL9 7DU

Telephone Number: 01707260404

Email address (if any): info@welhamestates.co.uk

Fax Number (if any): 01707 274776

(d) Name, address and contact details of the Tenant(s) (in the case of joint tenants insert this information for all tenants).

(1) Name: Miss Elizabeth Coulton

Address including postcode: 133a Friern Park, North Finchley, London N12 9LR

Telephone number(s): 07745339225

Email address(es): lizzielou2000@icloud.com

Fax Number(s): N/A

Contact address to be used by The Landlord at the end of the tenancy: C/O

Shaun Coulton 135 Chapel Street Ibstock Leicestershire .LE67 6HE

Address including postcode: 133a Friern Park, North Finchley, London N12 9LR

Telephone number(s): 07745339225

Email address(es):

Fax Number(s):

Contact address to be used by The Landlord at the end of the tenancy: As above.

Note: please see Note 3 below regarding the tenant’s or lead tenant’s responsibility to register their contact address with The DPS and to ensure that address is updated at the end of the tenancy.

(e) Name of Third Party making the payment:

Address including postcode:

Telephone number(s):

Email address(es):

Fax Number(s):

Note: If there are additional third parties, please attach a continuation sheet with the same information for the further third parties.

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

Refer to Clause(s) of Tenancy Agreement.

Clause 7 & Clause 9 of the Tenancy Agreement

I/We (being 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(s) 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): Signature(s): …………………………………….

Dated:

Tenant(s): Signature(s): …………………………………….

Tenant(s): Signature(s): …………………………………….

Dated:

NOTES

(1) **A copy of the Deposit Protection Service Terms and Conditions must be attached to this document. It is available to download from** http://www.depositprotection.com/documents/terms-and-conditions-custodial.pdf

(2) The tenant(s) and relevant persons (if any) agree that the lead tenant has been nominated by all the joint tenants and any relevant persons and that the responsibilities of the lead tenant are fully understood by all tenants. The responsibilities are detailed in Section 8 of the attached Terms and Conditions.

(3) It is the tenant’s or lead tenant’s (where relevant) responsibility to register their contact address with The DPS and to ensure that address is updated at the end of the tenancy.

(4) The document is provided by The DPS by way of information only. The DPS accepts no liability for its contents. It is the Landlord(s) responsibility to ensure it is completed accurately, served on the Tenant(s) within 30 days of receipt of the deposit and to give the Tenant(s) an opportunity to check and sign this document.