

ASSURED SHORTHOLD TENANCY AGREEMENT

FOR LETTING OF A RESIDENTIAL PROPERTY



Delta Residential

LETTINGS

www.deltaresidential.net

Important Information for Tenants

This Agreement creates an assured shorthold tenancy Agreement regulated by the Housing Act 1988. It sets out your rights and duties as a Tenant of this Property, and your Landlord's rights and duties to you.

By signing this Agreement you will be entering into a legally binding contract.

You should read the Agreement carefully. If you do not understand or agree to any of the obligations contained in this Agreement we strongly suggest that you contact the Citizens Advice Bureau or a solicitor for the benefit of legal advice before signing.

DEFINITIONS

The following definitions apply in this Agreement:

Agent	means the person, firm or company who has been instructed on behalf of the Landlord to market the Property or carry out an instruction with the Landlord's authority;
Agreement	means this contract you are entering into with the Landlord that contains both yours and the Landlord's obligations. This Agreement is only binding once all parties have signed;
Deposit	is any money paid to the Landlord or Agent to be held during the Term as security for the performance of your obligations under the Agreement. Within 30 days of receipt the Deposit will be registered with The Deposit Protection Service (DPS), a company authorised by the government to run a custodial tenancy deposit protection scheme;
Deposit Holder	is the person, firm or company who is a Member of The Deposit Protection Service scheme and holds the Deposit under the terms of the scheme;
Fixtures and Fittings	include all of the Landlord's furniture, furnishings, appliances, floor and wall coverings, white goods and anything else listed in the Inventory;
Guarantor	the person or persons responsible for discharging the Tenant's obligations if the Tenant fails to do so whether the Landlord elects to pursue the Tenant or not
Inventory	is the document prepared (usually at the start of the Term) by the Landlord or someone acting on their behalf that details the condition of the Property and lists all of the Landlord's possessions in it. The Inventory will be used to compare the condition of the Property, Fixtures and Fittings at the end of the Term. It is important that you read and agree the document. If you have any issues with the Inventory please ensure you notify the Landlord or Landlord's Agent within a reasonable period of time;
Landlord	is the person, company or organisation making this agreement with you (and anyone who later owns the Property) that has a right to possession of the Property on termination or expiry of the Term. If the Landlord changes during the Term it will not affect your tenancy and you will be notified of the new Landlord's name and address;
Member	is the Landlord or the Agent who is a registered member of DPS;
Property	is the dwelling house as described in the main terms below and any parts that form the letting as agreed between the Landlord and Tenant. Where the tenancy is of part of a larger building, the Property includes the use of common access ways and facilities;
Relevant Person	is any other person, company or organisation who has paid the Deposit on behalf of you (e.g. a parent);
Stakeholder	refers to the way the Deposit is being held by your Landlord or Agent. This means you and the Landlord must agree any deductions from the Deposit before any money can be released to either party;
Tenant	includes reference to 'you' or 'your' in this Agreement and is the person who is allowed to reside in the Property under this Agreement. If there are two or more Tenants you will be jointly and severally liable. This means you will each be responsible for all of the amounts due under this Agreement, even if you have paid your share but other Tenants have not;
Term	is the Fixed Term, any extensions, renewals and continuation of it and any statutory periodic tenancy which arises after the end of the Fixed Term.

MAIN TERMS

Date 4th December 2022

Landlord(s) Chin Sang Lam & Lai Kuen

Address for Service Queen Lodge, Windermere Road, Benfleet, Essex, SS7 3JF

Note: Under s. 48, Landlord and Tenant Act 1987, notices can be served on the Landlord at the above address

Landlord's Representative Deborah Whittle

Address Queen Lodge, Windermere Road, Benfleet, Essex, SS7 3JF

Telephone 07905 406 107

Email debbiwhittle@hotmail.co.uk

Tenant(s) Name	Tenant(s) Email	Tenant(s) Telephone
Maryam Raya Ibrahim Rasheed	rayaibrahimrasheed@gmail.com	+44 7432 488597

Maximum Number of Permitted Occupiers 1

Property The dwelling known as **Flat 106, Papermill House, 363 South Street, Romford, RM1 2FB**

Contents The fixtures and fittings at the Property together with any furniture, carpets, curtains and other effects listed in the Inventory

Fixed Term For the fixed term of **12 months** commencing on **8th December 2022**

Rent **£1,250** per calendar month payable to;
Mr Chin Sang Lam & Ms Lai Kuen Wong
Account number: 33613984
Sort code: 20-26-80

Payment in advance in cleared funds by equal payments on the **8th** of every month

Deposit The Deposit of **5 weeks' £1,440** payable on the signing of this Agreement to the Landlord or their Agent and held in accordance with the rules of The Tenancy Deposit Scheme.

AGREED TERMS

1. GRANT OF TENANCY

- 1.1. The Landlord lets the Property to you for the Term agreed.

2. RENT

- 2.1. You will pay the first payment of rent on or before signing this Agreement. All subsequent payments must be paid by direct debit as directed by the Landlord or their Agent to the account details provided to you.
- 2.2. If any person other than you pays the rent, it will be treated as being paid on your behalf.
- 2.3. If you fail to pay the rent lawfully due in full before the end of the period of 14 days from the Rent Payment Date you will pay interest at an annual percentage rate of 4% above the National Westminster Bank base rate to the amount of rent that remains unpaid for each full day the payment is outstanding
- 2.4. If the Property is unfit for occupation and use, you will not have to pay the rent for any day the Property is unable to be used. If only part of the Property is unfit for occupation and use the rent will be reduced accordingly taking into consideration the part of the Property that you are unable to use. If you or one of your guests or visitors causes the Property to become unfit for occupation and use as a result of wilful actions, negligence or default this clause will not apply and you will be liable for the rent.

3. THE TENANCY DEPOSIT

- 3.1. You will pay the Deposit to the Landlord or the Agent on or before signing this Agreement to be held as security for the performance of your obligations under the Agreement.
- 3.2. The Deposit is held by the Deposit Protection Scheme.

4. PURPOSE OF THE DEPOSIT

- 4.1. The Deposit has been taken for the following purposes:
 - 4.1.1. Any damage, or compensation for damage, to the Property its Fixtures and Fittings or for missing items for which you may be liable, subject to an apportionment or allowance for fair wear and tear, the age and condition of each and any such item at the commencement of the Term, insured risks and repairs that are the responsibility of the Landlord.
 - 4.1.2. The reasonable costs incurred in compensating the Landlord for, or for rectifying or remedying any breach by you of your obligations under the tenancy Agreement, including those relating to the cleaning of the Property, its Fixtures and Fittings and including damage or cleaning of the Property required by reason of the keeping of a pet for which consent has been given under Clause 10.12.
 - 4.1.3. Any unpaid accounts for utilities or water charges or environmental services or other similar services or Council Tax incurred at the Property for which you are liable.
 - 4.1.4. Any rent or other money due or payable by you to the Agent or the Landlord under the Agreement of which you have been made aware and which remains unpaid after the end of the Agreement.

5. PROCEDURE FOR RELEASING THE DEPOSIT AT THE END OF THE TENANCY

- 5.1. As soon as is practicable at the end of the Agreement, the Member should inform you whether any deductions are proposed. If there is no dispute, the Deposit will be allocated according to the deductions agreed. If agreement cannot be reached, any of the parties can refer the matter to the Deposit Protection Scheme for adjudication.

6. **JOINT TENANCY CONSENT FOR ADJUDICATION**

- 6.1. If there are multiple Tenants, each of them agrees with the other(s) that any one of them may consent on behalf of all the others to use alternative dispute resolution through the DPS to deal with any dispute about the Deposit at the end of the Term.

7. **RIGHT TO RENT CHECKS**

- 7.1. You and all occupiers agree to provide the documents as requested to satisfy the Landlord's obligations relating to right to rent checks.
- 7.2. If you sublet, part with or share possession of the Property, with the Landlord's consent, it will be your responsibility to check all occupiers have a right to rent before allowing them to move into the Property. You will be liable for a civil penalty if it is found that any occupiers do not have a right to rent.

8. **UTILITIES**

- 8.1. During the Term you agree to pay the council tax and to pay for all services and utilities for the Property including but not limited to supplies of water, sewerage, gas and any other fuels, electricity.
- 8.2. You agree to pay for the television licence if one is required throughout the Term and to renew at the appropriate time.
- 8.3. You agree to pay for all communication services throughout the Term including for the provision of telephone, internet, cable television or satellite television services.
- 8.4. If any sums payable in this clause relate to the Property together with any other property, you shall pay the proportion due in respect of the Property.
- 8.5. Where you allow any utilities or other services to be withdrawn or cut off, either during the Term or at the end of the Agreement, you will pay the costs of reconnecting or resuming those services together with any unpaid charges.
- 8.6. You agree:
- 8.7. To notify the local authority and suppliers of services and utilities of your contact details at the start of the Term;
 - 8.7.1. To apply for the accounts to be sent to and payable by you;
 - 8.7.2. To notify the local authority and suppliers of services and utilities about the end of the Agreement and to pay all final accounts due until the last day of the Term;
 - 8.7.3. To provide your forwarding address to the local authority and suppliers of services and utilities. If you fail to do so and, if there are unpaid charges that were your responsibility to pay, you agree that the Landlord or Agent may send your forwarding address and other contact details to them;
- 8.8. You agree to notify the Landlord of any change of suppliers or the method of payment (such as the installation or removal of prepayment meters) and to return all accounts to the original supplier and payment method at the end of the Agreement where it is reasonably practical to do so unless otherwise agreed in writing with the Landlord or Agent.
- 8.9. If any supplier is changed you agree to provide the name, address and account number of the new supplier to the Landlord or within a reasonable period after the transfer.
- 8.10. The Landlord will not be responsible for any loss or inconvenience suffered as a result of a failure of supply or service to the Property, supplied by a third party, where such failure is not caused by an act or omission on the part of the Landlord or their Agent.
- 8.11. You shall comply with all laws and recommendations of the relevant suppliers relating to the use of those services and utilities.

9. OTHER COSTS AND OBLIGATIONS

- 9.1. The Landlord or Agent is responsible for organising an Inventory at the start of the Agreement and a check out at the end of the Agreement.
- 9.2. If you breach any obligations under this agreement or fail to fulfil any obligations under this agreement, you agree to pay any reasonable costs incurred by the Landlord's in remedying the breach or in connection with enforcement of your obligations.
- 9.3. You will pay all reasonable costs incurred by the Landlord or Agent in respect of keys to or other security devices giving access to the Property that are lost during the Term.

10. USE OF THE PROPERTY

- 10.1. You agree not to cause blockage to the drains, pipes, gutters, sewers and channels in or around the Property.
- 10.2. You agree to regularly flush through all water systems in the Property including running the taps and shower.
- 10.3. You must not keep any dangerous or flammable goods, materials or substances in or on the Property apart from those required for general household use.
- 10.4. You must not leave the Property unoccupied for more than 28 days without providing the Landlord or the Agent with reasonable notice (as this could invalidate the Landlord's insurance and encourage squatters).
- 10.5. You agree to take all reasonable precautions to prevent damage occurring to any pipes or other installations to the Property that may be caused by frost, provided the pipes and other installations are kept adequately insulated by the Landlord.
- 10.6. You will not use the Property for any illegal or immoral use.
- 10.7. You will not use the Property or allow others to use the Property in a way that causes damage to neighbouring, adjoining or adjacent properties; or a nuisance or an annoyance to the owners or occupiers of these properties. This includes any excessive noise that may cause a disturbance.
- 10.8. You agree to look after and maintain the garden (if any) to the same standard as at the start of the Agreement. This includes cutting the grass regularly in the growing season, maintaining the hedges and weeding the garden. However, you must not otherwise remove any trees, plants, hedges or bushes without the Landlord's or Agent's written consent, which will not be unreasonably withheld or delayed.
- 10.9. You will ensure that all rooms are properly ventilated and heated to prevent condensation and mould growth.
- 10.10. You agree to keep the windows clean.
- 10.11. You agree to have the chimney swept regularly (if any).
- 10.12. You must not keep any pet or any kind of animal at the Property without the Landlord's or Agent's written consent.
- 10.13. You agree not to smoke or allow any guests to smoke in the Property without the Landlord's written consent, such consent to be given or declined at the Landlord's absolute discretion.
- 10.14. You must only use the Property for residential purposes. No business activity including trade is permitted in the Property, and the Property is not to be registered at Companies House.
- 10.15. You must test the smoke alarms and any other alarms at the property regularly and change the batteries when required.

- 10.16. You agree not to fix any aerial, satellite dish, or any type of board in or on the Property without obtaining the Landlord or Agent's written consent, which will not be unreasonably withheld or delayed. Such consent may be withdrawn at any time, upon reasonable notice and with reasonable grounds.
- 10.17. You agree not to hang anything to the walls including pictures by whatever means including (but not limited to) blue tac, sticky tape, nails, screws or glue without the written consent of the Landlord or Agent, which will not be unreasonably withheld or delayed. If consent is obtained, you agree to remove the picture hooks at the end of the Tenancy and make good any damage caused to the walls or any wood or other surface.
- 10.18. If applicable, where the Property is served by a cesspit or septic tank you are responsible for arranging and paying to have the services emptied regularly.
- 10.19. If a burglar alarm is provided at the Property you will be provided with the code and instructions on how to set it. You agree to set the burglar alarm as instructed and not to change the code without the written consent of the Landlord or Agent, which will not be unreasonably withheld or delayed and, if given, you will provide the new code to the Landlord or Agent promptly.
- 10.20. You agree to fasten all locks and bolts on the doors and windows of the Property when it is empty and at night.
- 10.21. You agree not to change or install any locks in the property or to make additional copies of any keys supplied without the Landlord's or Agent's written consent which will not be unreasonably withheld or delayed.
- 10.22. You agree to take necessary steps to keep the Property free of any infestations such as vermin. Where it is found that the infestation is as a result of you not taking the appropriate action, you may be liable for the Landlord's reasonable costs of any necessary steps to eradicate the infestation including fumigation and extermination.
- 10.23. You must not remove any of the Landlord's belongings without first obtaining the consent of the Landlord or Agent, which will not be unreasonably withheld or delayed.
- 10.24. You agree to park only in the space/s or garage allocated to the Property (if any) and to keep any vehicles kept at the Property fully taxed and in a roadworthy condition.
- 10.25. You must obtain written consent to store or leave on the Property or any communal car parking space any commercial vehicle, caravan or boat, such consent not to be unreasonably withheld or delayed.
- 10.26. You agree to regularly remove all rubbish from the Property and to place it in the proper receptacle/s for storage and disposal by the local authority.
- 10.27. You agree not to install any gas appliances unless authorised by the Landlord and installed by a registered Gas Safe fitter.
- 10.28. You agree to take steps to minimise the risk of Legionella bacteria growing which bacteria can cause Legionnaires' Disease such steps to include
 - ensuring hot water is heated up to 60 degrees C
 - ensuring cold water is kept cold to below 20 degrees C
 - ensuring water is kept circulated
 - ensuring that if showers are used only occasionally they are flushed through by running them for at least two minutes every week and keeping out of the way whilst this is being done as far as possible.
 - cleaning the shower head, descaling and disinfecting it at least quarterly

- ensuring that when the Property is left vacant for any time, e.g. student accommodation over the summer holidays, both hot and cold water systems are flushed through by running all outlets for at least 2 minutes immediately it is occupied again.

11. SUPERIOR LEASE AND COMMON AREAS (IF ANY)

- 11.1. If there is a superior lease, you agree to perform and observe at all times during the Term any conditions it contains that were notified to you at the commencement of the Term. The superior lease or head lease governs the terms that you and your Landlord must abide by otherwise action can be taken to terminate the Landlord's lease.
- 11.2. You agree to comply with any rules and regulations reasonably required by the Landlord or the Agent from time to time for the proper management or improvement of the Property. The Landlord or Agent will discuss any new rules and regulations with you before they are introduced and will take reasonable account of your views.
- 11.3. You agree not to cause any obstructions to the common areas of the building. If you cause any obstructions to the common areas the Landlord or Agent, acting reasonably, will provide you with 14 days' notice to remove the obstructions (unless in an emergency). If you fail to do so, the obstruction will be removed and you may be charged for the cost of removing it and any reasonable storage costs.

12. REPAIRS AND ALTERATIONS

- 12.1. You agree to keep the Property and contents in good repair and in the same condition as contained in the Inventory. You will not be responsible for fair wear and tear or any repairs covered by the Landlord's obligations or insurance (less any excess payable under the Landlord's policy) unless you or one of your visitors or guests invalidates the Landlord's insurance.
- 12.2. You will replace all broken glass promptly with the same quality glass, where you or one of your visitors or guests causes the breakage.
- 12.3. You will replace any light bulbs, fluorescent tubes and batteries during the Term with replacements of a similar quality and type.
- 12.4. You will inform the Landlord or the Agent promptly (and, where possible, in writing) as soon as any defects to The Property come to your attention or notice. In the case of an emergency and if safe to do so, you may take reasonable steps to prevent any further damage. You will be reimbursed the reasonable costs incurred provided the repairs fall within the Landlord's repairing obligations and provided the repairs were required in an emergency.
- 12.5. You will comply within a reasonable time with any notice from the Landlord or Agent advising you of the need to attend to any items of repair or maintenance for which you are responsible. If you fail to carry out the work you agree that the Landlord or Agent or workman appointed by them can enter the Property upon 24 hours' notice in writing (or without notice in an emergency) and carry out the works and you will be responsible for reimbursing the Landlord the reasonable cost of such works.
- 12.6. You will not carry out any alterations or additions to the Property including redecorations without the Landlord or Agent's written consent, which will not be unreasonably withheld or delayed.

13. INSURANCE

- 13.1. The Landlord will insure the Property. You must comply with any conditions imposed by the Landlord's insurance that are notified to you.
- 13.2. The Landlord's insurance does not cover your possessions. **You are strongly advised to take out insurance for your own contents.** The Landlord will not be responsible for any damage caused to your belongings unless it is caused by an act or omission by the Landlord or Agent, which invalidates your insurance.

- 13.3. You or your guests, visitors or contractors shall not do or allow anything to be done which may cause damage to the Property or the Fixtures and Fittings or invalidate the insurance of the Property or the building or cause the Landlord's insurance premium to increase.
- 13.4. You will be liable for any reasonable increase in insurance premium and excess as a result of a claim being made by the Landlord due to breaches of this Agreement by you, your guests or visitors.
- 13.5. You agree to notify the Landlord or Agent, police and any relevant local authorities of any thefts, attempted thefts, vandalism or any other damage promptly and where possible obtain a written report to enable the Landlord to consider whether to make a claim under any insurance policy.

14. ACCESS AND INSPECTIONS

- 14.1. You agree to allow the Landlord, the Agent, their authorised contractors and professional advisers, any superior Landlord or their agent or contractors to enter the Property at all reasonable times upon giving 24 hours' notice in writing (or without notice in an emergency) to:
 - 14.1.1. Inspect, repair or redecorate the Property or Fixtures and Fittings;
 - 14.1.2. Take utility meter readings and carry out gas safety checks;
 - 14.1.3. Carry out any inspections or works required by law or under this agreement;
- 14.2. You agree to allow the Landlord or Agent, or any person acting on their behalf, access to view the Property with prospective tenants or purchasers. You will be given at least 24 hours' notice and visits will take place at reasonable times at weekends and up to 8.30 p.m. on weekdays. The Landlord reserves the right to display at the Property "for sale" signs at any time and "to let" signs in the last two months of the fixed term or at any time after the end of the fixed term.
- 14.3. The Landlord or Agent reserves the right to retain a set of keys to the Property to be used with your prior consent, except in an emergency.
- 14.4. You agree that the Landlord or the Agent can release your contact details to appropriate third parties such as tradespeople, utility companies and government agencies

15. LANDLORD'S OBLIGATIONS

- 15.1. If applicable, the Landlord will carry out an annual gas safety check in accordance with the Gas Safety (Installation and Use) Regulations 1998 and Gas Safety Regulations (Installation and Use) – (Amendment) 2018 (The Regulations) and ensure that the electrical supply and appliances included in the Fixtures and Fittings in the Property are safe in accordance with the Electrical Equipment (Safety) Regulations 1994.
- 15.2. The Landlord will ensure, where appropriate, that any of the Fixtures and Fittings comply with The Furniture and Furnishings (Fire) (Safety) Regulations 1988 (as amended).
- 15.3. Sections 11-14 of the Landlord and Tenant Act 1985 (as amended) apply to this Agreement. They require your Landlord to keep in repair the structure and exterior of the Property and to keep in repair and proper working order the installations in the Property for the supply of water, gas, electricity, sanitation and for space and water heating. You must notify the Landlord or Agent within a reasonable time of any repairs required under this obligation.
- 15.4. The Landlord will maintain any contents listed in the Inventory to a reasonable working standard. However, you are responsible for ensuring you look after the Property, its contents and Fixtures and Fittings in a 'Tenant like manner,' which includes complying with your obligations under this Agreement and looking after anything that is yours. You will pay the reasonable cost of any repairs or replacement (allowing for fair wear and tear) for any item belonging to the Landlord if a breakdown, breakage or lack of repair is caused by the negligence or misuse by you, your guests or visitors.

- 15.5. The Landlord will carry out a risk assessment of all water systems in the Property at the commencement of the Tenancy and no less than every two years thereafter during the Tenancy or whenever a situation changes to control the risk from exposure to legionella bacteria.
- 15.6. Before the commencement of the Tenancy the Landlord will carry out a right to rent immigration check on you and any occupiers in the Property over the age of 18 living in the Property. The Landlord will also conduct any follow up checks as necessary.
- 15.7. If applicable the Landlord has complied with the requirements under the Gas Safety (Installation and Use) Regulations 1998 and you have been provided with a copy of the gas safety certificate before the commencement of the Tenancy. The Landlord shall be permitted to provide the same by email where an email address has been provided by you.
- 15.8. You have been provided with the current Energy Performance Certificate and the How to Rent; checklist for renting in England, as published by the Department for Communities and Local Government, that has effect for the time being. The Landlord shall be permitted to provide the same by email where an email address has been provided by you.
- 15.9. The Landlord will ensure that the Property and any common parts are fit for human habitation at the time the tenancy is granted and that it remains fit for human habitation during the term of the tenancy in accordance with the Homes (Fitness for Human Habitation) Act 2018.

16. ENDING THE TENANCY, CHECK OUT AND YOUR RESPONSIBILITIES

- 16.1. You are asked to inform the Landlord whether you intend to leave at the end of the Fixed Term or wish to renew this Agreement. If you remain in the Property after the expiry of the Fixed Term you will be required to give at least one rental period's notice to start on a rent payment date unless the Landlord agrees in writing to accept your surrender at an earlier date.
- 16.2. You agree to return all the keys of the Property to the Landlord or Agent on the agreed termination date or the end of the Term. You also agree to pay for any reasonable charges incurred by the Landlord or the Agent in securing the Property against re-entry where all sets of keys are not returned.
- 16.3. You will make good all damage and breakages to the Property and its contents, Fixtures & Fittings that have occurred during the Term, which are your responsibility (with the exception of fair wear and tear). If applicable, this includes the cost of removing and making good any satellite dish and aerial.
- 16.4. You agree to return the Property and contents at the end of the tenancy in the same clean state or condition as they were at the commencement of the tenancy ensuring that the property, carpets and curtains are cleaned to a professional standard. To make good / repair or replace all such items of Fixtures and Fittings as shall be broken / lost or damaged during the tenancy (with fair wear and tear excepted).
- 16.5. You agree to remove all your belongings, personal effects and equipment, clear the Property of all food and rubbish, and leave the oven in the same state of cleanliness as stated in the Inventory.
- 16.6. You will be responsible for meeting all reasonable removal and/or storage charges when items are left in the Property. The Landlord or Agent will remove and store them for a maximum of one month. The Landlord or Agent will notify you of this at your last known address. If the items are not collected within one month, the Landlord may sell or dispose of the items and you will be liable for the reasonable costs of sale or disposal. The costs may be deducted from any sale proceeds or the Deposit and if there are any costs remaining they will be your liability.
- 16.7. The requirement to remove and store items left at the Property shall not extend to any perishable, disposable or dilapidated items or such items where, in the reasonable estimation of the Landlord or Agent, the cost of removal and storage is greater than the value of those items. The Landlord or Agent may dispose of such items without further reference to you.

- 16.8. The Landlord agrees to carry out a check out at the end of the Term either by himself, the Agent or an inventory clerk. You will allow access to the Property for this purpose upon the Landlord or Agent or inventory clerk providing reasonable notice.
- 16.9. You shall provide the Landlord with a forwarding address at the end of the Term.
- 16.10. You agree to pay all the rent, utilities or other costs due in accordance with this Agreement. If you fail to do so, you agree that the Landlord or Agent can release your personal information to interested third parties such as utility suppliers, debt collectors and credit agencies. If you comply with the terms of this Agreement then your personal information will not be disclosed to any third party except in accordance with the law. However, as the Agent's principal the Landlord is entitled to all information retained by their Agent about you.

17. ASSIGNMENT, SUBLETTING OR EARLY SURRENDER

- 17.1. You will be allowed to surrender or give up this Agreement before it could otherwise lawfully be ended provided that:
 - 17.1.1. You obtain the Landlord's prior written consent; and
 - 17.1.2. You satisfy any reasonable conditions that may include paying the Landlord's reasonable costs and losses associated with re-letting the Property; and
 - 17.1.3. You or the Landlord obtain a suitable replacement Tenant.
- 17.2. If you vacate the Property without following the procedure above you will remain liable to pay the rent and any other sums due under the Tenancy until the Term expires or the Property is re-let, whichever is the earlier. The Landlord will use reasonable endeavours to re-let the Property to a suitable replacement tenant and you will be liable for all reasonable costs incurred by the Landlord or Agent in seeking to re-let the Property.
- 17.3. You must not assign, underlet, part with or share possession of the whole or any part of the Property without the written permission of the Landlord or Agent, which will not be unreasonably withheld or delayed.

18. TERMINATION OF AGREEMENT

- 18.1. The Landlord may bring the Tenancy to an end and recover possession of the Property by following the proper legal procedure if:
 - 18.1.1. Any of the provisions of 18.2 below apply; or
 - 18.1.2. You are declared bankrupt under the Insolvency Act 1986; or
 - 18.1.3. You are deceased.
- 18.2. If Section 21 of the Housing Act 1988 (as amended) or any of grounds 1 - 17 of Schedule 2 of the Housing Act 1988 (as amended) as listed in Schedule 1 of this agreement, apply, the Landlord may bring the Tenancy to an end and recover possession of the Property by following the proper legal procedure. The Landlord is required to serve notice on you and cannot enter the Property (except in the case of a surrender of the Agreement) or evict you without a court having first made an order for possession. The Agreement will end when a court bailiff enforces a possession order granted by the court (or by earlier surrender). Any other rights or remedies that the Landlord may have will remain in force.
- 18.3. If the Property is completely destroyed or becomes unfit for use and occupation, then this Agreement will end immediately and you will be required to vacate the Property promptly. This does not prevent enforcement of the Landlord or Tenant's rights against each other as result of something done prior to the Agreement ending. The Landlord will be entitled to claim against you or a visitor or a guest if you failed to comply with any of the obligations under this Agreement. The Landlord will not be under any obligation to re-house you but will refund you the portion of any rent you paid in advance, in accordance with clause 2.4 that was intended to cover the period after the Property was destroyed or became unfit for occupation and use.

19. NOTICES

- 19.1. Any notice to either party concerning this Agreement must be served in writing.
- 19.2. Any notice from the Landlord can be served by:
 - 19.2.1. Handing it personally to you or your agent; or
 - 19.2.2. Leaving it at the Property; or
 - 19.2.3. Sending it by 1st class post or recorded delivery to the Property; or
 - 19.2.4. Sending it by email to your email address stated above.
- 19.3. Any notice from you can be served by:
 - 19.3.1. Handing it personally to the Agent or, if no agent is instructed, to the Landlord; or
 - 19.3.2. Leaving it at the Agent's or the Landlord's address for service above; or
 - 19.3.3. Sending it by first class post or recorded delivery to the Landlord's or the Agent's address for service above.
 - 19.3.4. Sending it by email to the Landlord's or the Agent's email address.
- 19.4. If a notice is served personally, emailed or delivered by hand to the Property or to the Landlord's, Tenant's or Agent's address for service on a working day it will be deemed served that day or the next working day if delivered on a weekend or bank holiday. If a notice is served by post it will be deemed served on the second working day after it was sent.
- 19.5. For the purposes of section 48 of the Landlord and Tenant Act 1987, the Landlord must provide you with an address in England and Wales for service of any notices including court proceedings. Any notices and court proceeding concerning this Agreement may be served on the Agent or Landlord whose address is provided in the Main Terms section of this Agreement above.
- 19.6. You agree that any notices, communications or orders affecting the Property must be forwarded to the Agent or Landlord if no Agent has been appointed, promptly and you will not take any action regarding such notices, communications or orders without the prior consent of the Landlord.

20. NOTIFICATIONS

- 20.1 The Landlord notified the Tenant that the Property is subject to a mortgage granted prior to the start of the tenancy for purposes of Ground 2 of Schedule 2 to the Housing Act 1988 and has served notice in accordance with Ground 1 of Schedule 2 to the Housing Act 1988.

21. GUARANTOR'S COVENANTS

- 21.1 The Guarantor covenants with the Landlord that the Tenant will pay the Rent and comply with all the Tenant's obligations in this Agreement (including any variations to increase the Rent as permitted under section 13 of the Housing Act 1988). In any case of default by the Tenant, the Guarantor will pay the Landlord damages in respect of the Landlord's reasonable losses incurred as a result of that default.
- 21.2 As between the Landlord and the Guarantor the Guarantor is a principal debtor and not merely a surety
- 21.3 The Guarantor's liability will not be reduced or discharged by any of the following:
 - 21.3.1 any time, indulgence or concession granted by the Landlord to the Tenant or to any other person who is liable;

- 21.3.2 the existence of or dealing with, varying or failing to perfect or enforce any security which may be or become available to the Landlord;
- 21.3.3 any right to set off (whether legal or equitable), counterclaim or deduction which may have accrued to the Tenant or the Guarantor;
- 21.3.4 any non-acceptance of the Rent or other sums due under this agreement in circumstances where the Landlord has reason to suspect a breach of the Tenant's obligations under this Agreement;
- 21.3.5 any waiver by the Landlord of any right to forfeit this Agreement.

22. **GOVERNING LAW**

- 22.1. If you or the Landlord disputes the contents of this Agreement, any dispute or claim arising out of or in connection with it or its formation will be governed by and construed in accordance with the law of England and Wales.
- 22.2. If the court decides that any term of this Agreement is not valid or enforceable it will not affect the validity or enforceability of the rest of the Agreement.

SIGNATURES

Important Note: By signing this Agreement, you agree that you have read, accept and understand the full conditions of your tenancy.

SIGNED by the LANDLORD(S) :-
(or the Landlord's Agent)

Henry Dupay



Henry Dupay (Dec 7, 2022, 11:16am)

07 Dec 2022

SIGNED by the TENANT(S) :-

Maryam Raya Ibrahim Rasheed



Maryam Raya Ibrahim Rasheed (Dec 6, 2022, 11:34pm)

06 Dec 2022

N.B. The tenancy agreement should be signed by all tenants

SCHEDULE 1

GROUNDS FOR POSSESSION

Ground for possession

1. Landlord occupied the property as its only principal residence before the tenancy started **or** landlord requires the property back to live in as its only principal residence (no prior occupation is required for this alternative).

2. - Mortgagee requires possession of the property because of mortgage arrears on the property.

2A. Mortgagee of a tenancy granted by a fully mutual housing association of a dwelling in Wales requires possession. This ground was introduced by section 138 of the Housing (Wales) Act 2014, but is not yet in force.

3. Tenancy is for a fixed term not exceeding eight months and was occupied as a holiday let during the 12 months before the tenancy started.

4. Tenancy is for a fixed term not exceeding 12 months and was let by an educational establishment during the 12 months before the tenancy started.

5. Property is held for the purpose of being available for occupation by a minister of religion as a dwelling house from which to perform his duties and is required for occupation by a minister of religion.

6. Landlord intends to demolish or reconstruct the whole or a substantial part of the property or carry out substantial works which cannot be carried out with the Tenant there.

7. Previous tenant has died and the tenancy has passed to a new tenant under a will, but the new tenant is not entitled to the tenancy under the law of succession. This applies to periodic tenancies and also, following an amendment made by the LA 2011, certain types of fixed term tenancies in England.

7A. Any of the following conditions are met:

A Tenant, or a person residing in or visiting the dwelling house:

- Has been convicted of a serious offence committed (i) wholly or partly in or in the locality of the dwelling house or (ii) against someone with a right to reside in or in the locality of the dwelling house or (iii) elsewhere against the landlord.
- Has breached a provision of an injunction under *Section 1* of the ASBCPA and the breach occurred in (a) the dwelling house or its locality or (b) elsewhere and the provision breached was intended to prevent conduct capable of causing nuisance or annoyance to someone with a right to reside in the dwelling house or accommodation in its locality or to the landlord.
- Has been convicted of an offence under *section 30* of the ASBCPA. Refer to ground 7A of *Schedule 2* of the HA 1988 for details of offences that qualify.
- The dwelling house is or has been subject to a closure order under *section 80* of the ASBCPA

and access to the property has been prohibited for a continuous period of more than 48 hours (either under section 80 or under a *section 76* closure notice).

- A Tenant, or a person residing in or visiting the dwelling house has been convicted of an offence under *section 80(4)* or *section 82(8)* of the Environmental Protection Act 1990 (EPA 1990) and the nuisance in question was noise constituting a statutory nuisance for the purposes of *Part 3* of the EPA 1990.

If the landlord wishes to rely on any of the above conditions, it must do so within the time limits specified in *section 8(4C)* of the HA 1988.

Inserted by *section 97* of the ASBCPA.

7B. Both of the following conditions are met:

- The Secretary of State has given a notice in writing to the landlord or, in the case of joint landlords, one or more of them identifying the Tenant or in the case of joint tenants, one or more of them, or one or more other adult occupiers of the dwelling-house as a person or persons disqualified from occupying the dwelling-house under the tenancy as a result of their immigration status.
- The person or persons named in the notice are both of the following:
 - The Tenant or, in the case of joint tenants, one or more of them, or are one or more other adult occupiers of the dwelling house; and
 - disqualified as a result of their immigration status from occupying the dwelling house under the tenancy.

This ground only applies to property in England from 1 December 2016.

8. Rent is unpaid at the time of the service of the section 8 notice and at the date of the hearing:

- If rent is paid weekly or fortnightly, at least eight weeks' rent is unpaid.
- If rent is payable monthly, at least two months' rent is unpaid.
- If rent is payable quarterly, at least one quarter's rent is more than three months in arrears.
- If rent is payable yearly, at least three months' rent is more than three months in arrears.

(The level of arrears in ground 8 were amended to the above levels by section 101 of the HA 1996.)

9. Suitable alternative accommodation is or will be available for the Tenant when the possession order takes effect.

10. Rent was unpaid by the Tenant when the section 8 notice was served and has not been paid by the time possession proceedings are begun.

11. The Tenant has persistently delayed paying rent, regardless of whether the rent was in arrears on the date that possession proceedings began.

12. Any obligation of the tenancy (other than non-payment of rent) has been broken or not performed.

13. The Tenant, or anyone living with the Tenant, has allowed the property or parts of it (including common parts) to deteriorate.

14. The Tenant or anyone living with or visiting the Tenant:

- Is guilty of conduct that has or is likely to have caused a nuisance or annoyance to neighbours.
- Is guilty of conduct that has or is likely to have caused a nuisance or annoyance to the landlord or the landlord's managing agent.
- Has been convicted of using or allowing the property to be used for immoral or illegal purposes.
- Has been convicted of an arrestable offence committed in the area of the property.

14ZA. The Tenant or any adult living at the property has been convicted of an indictable offence which took place at a riot in the United Kingdom. (This ground only applies to a property in England).

14A. The property was occupied by a couple who were, or were living together as, a married couple or civil partners and

- one or both of them is the Tenant,
 - the landlord is a social or charitable housing landlord,
 - one partner has left the property because of violence or threatened violence by the other partner towards
 - that partner, or
 - a member of that partner's family who was living with that partner immediately before that partner left, and
- the court is satisfied that the partner who has left is unlikely to return.

15. The condition of any furniture at the property has deteriorated due to ill treatment by the Tenant or other person residing at the property.

16. The property was let to the Tenant as part of its employment with the landlord and the Tenant is no longer employed by the landlord.

17. The landlord was induced to grant the tenancy by a false statement made knowingly or recklessly by either the Tenant or a person acting for the Tenant.



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Parties involved with this document

Document processed	Party + Fingerprint
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Wed, 7th Dec 2022 11:16:47 UTC	Henry Dupay - Signer (dba2c8b6a7e257fce2014feffb95b34)

Audit history log

Date	Action
Wed, 7th Dec 2022 11:16:50 UTC	Henry Dupay viewed the envelope. (81.158.146.56)
Wed, 7th Dec 2022 11:16:47 UTC	The envelope has been signed by all parties. (81.158.146.56)
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Tue, 6th Dec 2022 23:41:49 UTC	Maryam Raya Ibrahim Rasheed viewed the envelope. (86.21.64.180)
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