

## **Statutory Declaration of Andrew Nicholas Blair**

I Andrew Nicholas Blair do solemnly and sincerely declare that:

1. I became the sole proprietor of 54 Kingsway (the Property) on 15 June 2006. The Property is registered at Her Majesty's Land Registry under title number GM807417 [Exhibit AB1].
2. I have managed the rental of the Property to tenants from 15 June 2006 until the present date.
3. The Property has been used continuously as a small HMO from being registered to me in 2006 to the present date.
4. The Property is let to six tenants who are unrelated and do not live as a single household. Historically each of the tenants has an Assured Shorthold Tenancy (AST) and commonly, as the tenants are unknown to each other prior to the granting of the AST, each tenant's AST starts and ends on a different date. However, currently the Property is let to a group of students on a single AST. Following the definition of "single household" in section 258 Housing Act 2004, these students do not form a single household and the property is still let as a small HMO (within use class C4)
5. I understand that the key time for the Certificate of Lawfulness of Existing Use or Development application is just before the Article 4 Direction prohibiting change of use from C3 to C4 came into force on 8 October 2011.
6. At that time the Property was let to Benjamin Coe, Diana Graciun, Gabriella Barrera, Stephen Goldrick and Susanne Borensen. All five of these tenants were in occupation of the Property on 7 October 2011 (the Relevant Date) and remained for some time after the Article 4 Direction came into force. Additionally Andres Alvarez had a tenancy which started on 1 November 2011 (shortly after the Relevant Date).

Benjamin Coe

7. A copy of the tenancy agreement for the property signed by Mr Benjamin Coe is attached (Exhibit AB2). This tenancy agreement shows that the tenancy begins on 1 September 2011 and finishes on the 31 June 2012. Mr Coe was therefore a tenant at the Property on the Relevant Date.

Diana Graciun

8. A copy of the tenancy agreement for the property signed by Ms Diana Graciun is attached (Exhibit AB3). This tenancy agreement shows that the tenancy begins on 1 September 2011 and finishes on the 31 July 2012. Ms Graciun was therefore a tenant at the Property on the Relevant Date.

Gabriella Barrera

9. A copy of the tenancy agreement for the property signed by Ms Gabriella Barrera is attached (Exhibit AB4). This tenancy agreement shows that the tenancy begins on 17 July 2011 and finishes on the 31 January 2012. Ms Barrera was therefore a tenant at the Property on the Relevant Date.

Stephen Goldrick

10. A copy of the tenancy agreement for the property signed by Mr Stephen Goldrick is attached (Exhibit AB5). This tenancy agreement shows that the tenancy begins on 1 September 2011 and finishes on the 31 June 2012. Mr Goldrick was therefore a tenant at the Property on the Relevant Date.

Susanne Borensen

11. There is a Deposit Protection Certificate (DPC) (Exhibit AB6) issued to Miss Borensen which shows that the deposit was collected from Miss Borensen on 4 July 2011. The certificate shows that the start date of the fixed term AST was one September 2011 and the end date was 30 June 2012.
12. There is an email string between Andrew Blair and Miss Borensen for which the final email was sent 30 August 2011 (Exhibit AB7). The email sent from Miss Borensen to Andrew Blair dated 22 August 2011 states that she will be arriving in Manchester on 1 September. This is consistent with the above DPC.
13. There is a Gas Safety Certificate (Exhibit AB8) which is dated 4 November 2011. This has been signed by Miss Borensen showing that she was a tenant at the property on 4 November 2011.
14. The above documents show that Miss Borensen was a tenant at the property on the relevant date.

Andres Alvarez

15. A copy of the tenancy agreement for the property signed by Mr Andres Alvarez is attached (Exhibit AB9). This tenancy agreement shows that the tenancy begins on 1 November 2011 and finishes on the 30 June 2012. Mr Alvarez was therefore not a

tenant at the Property on the Relevant Date, but took up residence shortly afterwards.

16. From on and before 7 October 2011 to the present day the Property has been lawfully used as a small HMO.

And I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Statutory Declarations Act 1835.

Declared by Andrew Nicholas Blair:.....

*Andrew Blair*

Declared at John Poyser Solicitors

On *25th* September 2020

Before me:

Signed ..... Commissioner for Oaths

*[Signature]*  
17255

**JOHN POYSER SOLICITORS**

5A HIGH LANE, CHORLTON  
MANCHESTER M21 9DJ  
TEL: 0161 860 7354  
FAX: 0161 862 9580

Exhibit AB1

Official Copy of Register Entries for GM807417 (issued 17 September 2020)

Andrew Blair  
J. R.

The electronic official copy of the register follows this message.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.



# Official copy of register of title

Title number GM807417

Edition date 17.01.2013

- This official copy shows the entries on the register of title on 17 SEP 2020 at 10:41:16.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 17 Sep 2020.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- This title is dealt with by HM Land Registry, Fylde Office.

## A: Property Register

This register describes the land and estate comprised in the title.

GREATER MANCHESTER : MANCHESTER

- 1 (25.02.1999) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being 54 Kingsway, West Point, (M19 2DD).
- 2 (25.02.1999) The mines and minerals are excepted.
- 3 (25.02.1999) The Conveyance dated 20 March 1926 referred to in the Charges Register contains provisions as to rights of light and air, user of adjoining land and party wall, fences and hedges.

## B: Proprietorship Register

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

### Title absolute

- 1 (15.06.2006) PROPRIETOR: ANDREW NICHOLAS BLAIR of 15 Longsight Road, Holcombe Brook, Bury, Lancs BL0 9SL.
- 2 (14.01.2008) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the Charge dated 12 December 2007 in favour of Paragon Mortgages Limited referred to in the Charges Register.

## C: Charges Register

This register contains any charges and other matters that affect the land.

- 1 (25.02.1999) A Conveyance of the land in this title and other land dated 23 October 1924 made between (1) The Lord Mayor Aldermen and Citizens of the City of Manchester and (2) Lindsay Dobson Limited contains restrictive covenants but neither the original deed nor a certified copy or examined abstract thereof was produced on first registration.

## C: Charges Register continued

- 2 (25.02.1999) The land in this title is subject to a perpetual yearly rentcharge of £6 created by a Conveyance dated 20 March 1926 made between (1) Lindsay Dobson Limited and (2) Richard Miller Jones.

The said Deed also contains covenants.

*NOTE: Original filed.*

- 3 (14.01.2008) REGISTERED CHARGE dated 12 December 2007.
- 4 (14.01.2008) Proprietor: PARAGON MORTGAGES LIMITED (Co. Regn. No. 2337854) of 51 Homer Road, Solihull, West Midlands B91 3QJ.
- 5 (14.01.2008) The proprietor of the Charge dated 12 December 2007 referred to above is under an obligation to make further advances. These advances will have priority to the extent afforded by section 49(3) Land Registration Act 2002.

End of register

Exhibit AB2

Tenancy Agreement Benjamin Coe

Andrew Blair

A handwritten signature in black ink, appearing to be 'A. Blair', with a long horizontal flourish extending to the right.

**PHOENIX PROPERTIES**

**ASSURED SHORTHOLD TENANCY AGREEMENT  
UNDER PART 1 OF THE HOUSING ACT 1988**

**THIS TENANCY AGREEMENT (dated 07/07/11 ) IS BETWEEN**

**Name and Address of  
Landlord:** PHOENIX PROPERTIES  
15 Longsight Road  
Holcombe Brook  
Bury  
BL0 9SL

**Name of Tenant/s:** Benjamin Coe

**Address:  
(‘the Premises’)** In respect of: 54 Kingsway, Manchester, M20 6ET

**Description of  
Premises:** Which is a...6.... bedroomed house

**Date and start and end  
of tenancy:** The Tenancy begins on 01/09/11... and is an assured  
shorthold tenancy which ends on  
.....31/06/12.....

## GENERAL TERMS

### 1. It is agreed as follows:

Payment for the Premises

(1) The Calendar monthly rent payment at the date of this Agreement shall be:

Rent - £245

DOES not Includes council tax, gas, electricity, water, tv license or internet

(2) In the following Clauses of this Agreement the term 'Rent' refers to the sum of the charges specified in 1. (1) under the heading "Total Payable."

### Notice under section 48 of the Landlord and Tenant Act 1987

(4) The Tenant is hereby notified that notices, (including notices in proceedings), must be served on the Landlord by the Tenant at the following address.

PHOENIX PROPERTIES  
15 Longsight Road  
Holcombe Brook  
Bury  
BL0 9SL

### Service of Notices:

(5) i. Notice is hereby given in accordance with Section 48 of the Landlord and Tenant Act 1987 that the address of Phoenix Properties for the receipt of legal notices, and any other communication arising from the Tenancy is:

PHOENIX PROPERTIES  
15 Longsight Road  
Holcombe Brook  
Bury  
BL0 9SL

ii. Any notice served shall be sufficiently served if sent by ordinary post to the tenant at the property or left at the property addressed to the Tenant(s) or at the last known address of the Tenant

## Deposit

(6) (a) The tenant agrees to pay the deposit of one month rent (to be treated as per standard banking practices) to the Landlord, or the Landlords agent against dilapidations, or any other costs, charges or expenses or any losses incurred by the Landlord or the Landlords agent, which may be properly payable during the tenancy (but such deposit shall not limit the liability of the tenant) and without prejudice to all and every other remedy available to the Landlord or the Landlords agent shall be entitled to withdraw the whole or any part of the deposit towards the cost of meeting any outstanding amounts due to the Tenant and if the Landlord or the Landlords agent withdraws monies from the deposit, during the term of the tenancy, then the Tenant shall make good such withdrawal upon written notice from the Landlord or the Landlords agent.

(b) The deposit will be registered with a deposit protection agency. A fee of £20 is charged by the agency which is payable by the tenant and is non-refundable

## Miscellaneous Provisions

### (7)

a) The rent, or any instalment, or part of thereof shall be in arrears for at least fourteen days after the same shall become due, (whether legally demanded or not), or if there shall be any breach of the agreement by the Tenant, the Landlord may re-enter the property, (subject always to any statutory restrictions on the power to do so), and immediately thereupon the tenancy shall absolutely determine, without prejudice to the other rights and remedies of the Landlord.

b) The deposit will not accrue interest

c) The deposit will be protected in the authorised deposit protection scheme – My Deposits

d) Interest will accrue on late rent at the statutory rate of 8%.

e) Non payment of rent on a due date by the Tenant will incur a charge of £30 per item, including (but not excluding the generality of the forgoing) a standing order not being paid or a cheque being dishonoured

f) Where there is more than one person included in the expression "the Tenant", covenants made will be deemed to be made jointly and severally

g) This tenancy is strictly conditional upon obtaining possession of the property from any tenant, occupier or owner advance of leaving to arrange an appointment to return all sets of keys, including alarm keys, window keys and door keys, on the final date of your tenancy or earlier. You will be charged for replacement if any keys are missing. You can be charged on a daily basis if keys are not returned by the correct date. Do not post keys through the property door or use the postal service to return keys.

## PHOENIX PROPERTIES OBLIGATIONS

### Possession:

- 1) To give the Tenant possession of the Premises at the commencement of the Tenancy.
- 2) Protect the tenants deposit by registering the deposit with the appropriate deposit protection agency.

### Tenant's right to occupy:

- 3) Not to interrupt or interfere with the Tenant's right peacefully to occupy the Premises except where:-
  - i) Access is required subject to reasonable notice to inspect the condition of the Premises or to show the property to prospective tenants or to carry out repairs or other works to the Premises or adjoining property; or
  - ii) Phoenix Properties is entitled to possession at the end of the tenancy

## THE TENANTS OBLIGATIONS

### 3. The Tenant agrees:-

#### Possession

- 1) To take possession of the Premises at the commencement of the Tenancy and not to part with possession of the Premises or sub-let the whole of it

#### Rent

- 2) To pay the Rent at all times and in the manner specified.

#### Use of Premises

- 3) To use the Premises for residential purposes as the Tenant's only or principal home and not to operate any business at the Premises. The Tenant also agrees not to use or allow persons visiting them to use the Premises for illegal or immoral purposes including but not restricted to selling or possessing illegal substances (drugs) or harbouring stolen goods or vehicles.

#### Nuisance

- 4) Neither to cause, nor to allow members of his or her household or visitors (including children), to cause, or likely to cause a nuisance or annoyance to other persons in the neighbourhood or to any tenant, agent or employee or contractor of the landlord.

#### Racial and other

- 5) Neither to commit, nor to allow members of his or her household or invited guests to commit, any harassment or threat of harassment that may interfere with the peace and comfort of, or cause offence to other persons in the neighbourhood or to any tenant, employee, agent or contractor of the landlord

#### Violence

- 6) Neither to commit, nor to allow members of his or her household or invited visitors to commit any violence or abuse, or threat of violence or abuse that may interfere with the peace and comfort of, or cause offence to other persons in the neighbourhood, employee, agent, or contractor of Phoenix Properties

## THE TENANTS OBLIGATIONS (Continued)

#### Noise

- 7) Not to cause or allow any noise which might be a nuisance to neighbours or other Tenants or which can be heard outside the Premises.

#### Pets

- 8) Dogs and other animals are not allowed in flats, with the exception of Guide Dogs for the Blind and Hearing dogs for the Deaf.

#### Internal Decoration

##### 9) The tenant agrees to:-

- a) Yield up the property at the end of the tenancy in a clean state and condition and make good and 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 and damage by fire excepted)
- b) Leave furniture and effects at the end of the tenancy in the rooms or places in which they were at the beginning of the tenancy
- c) Not fit locks on the bedroom doors
- d) Provide keys for the property on or before 12.00 pm on the last day of the tenancy and proof of payment for final utility bills and service accounts (as per section 17 overleaf, 'Guidance Notes for Moving Out') within one month of the end of the tenancy, thereafter the deposit to be forfeit
- e) Clean mould from walls and other surfaces regularly

#### External Areas

- 10) The tenant agrees to keep external areas such as yards and gardens in good and tidy condition.

#### Damage

##### 11) The tenant agrees to:-

- a) Pay for all glass breakages and replacement of the same
- b) Make arrangements for re-direction of mail with the postal service after the termination date.
- c) Provide insurance for personal belongings and damage to the property however caused by the Tenants or associated parties of the Tenants negligence and permit the Landlord or the Landlords agent to destroy any personal items belonging to the tenant if they are not removed from the premises on or before the termination date of the tenancy.
- d) Take all reasonable precautions to prevent damage to the sewers, sanitary apparatus, water/waste pipes and the water system generally from freezing during the winter months and in the event of such damage caused by the tenant's failure to take such precautions the tenant shall forthwith and at the tenant's expense effect all such necessary repairs to reinstate the system into good working order.

#### **Damage (continued)**

e) Pay the deposit (to be treated as per standard banking practices) to the Landlord, or the Landlords agent against dilapidations, or any other costs, charge's or expenses or any losses incurred by the Landlord or the Landlords agent, which may be properly payable during the tenancy (but such deposit shall not limit the liability of the tenant) and without prejudice to all and every other remedy available to the Landlord or the Landlords agent shall be entitled to withdraw the whole or any part of the deposit towards the cost of meeting any outstanding amounts due to the Tenant and if the Landlord or the Landlords agent withdraws monies from the deposit, during the term of the tenancy, then the Tenant shall make good such withdrawal upon written notice from the Landlord or the Landlords agent.

f) Pay to the Landlord and or the Landlords agent, on an indemnity basis, the whole of the costs and expenses to effect the appropriate remedial/repair works at any time during the term of the this agreement or within six months after it has ended, if the property is not kept and preserved in the condition required by this agreement then the Landlord or the Landlords agent to enter the premises and carry out such works in relation thereto and indemnify the Landlord or the Landlords agent in respect of abortive costs, whereby the Tenant fails to honour an agreed appointment made between the Tenant and the landlord's Contractor.

#### **Repairs**

12) The tenant agrees to:-

Report all repairs at the property to the landlord or the landlord's agent by telephone as soon as they occur and in writing within 24 hours whether or not caused by the act, default or neglect of the tenant.

#### **Access**

13) The tenant agrees to:-

a) Permit the Landlord or the Landlords agent at reasonable hours in the daytime to enter the property to view the state and condition thereof

b) Not assign, sublet or otherwise part with possession of the property

#### **Roadways**

14) The tenant agrees not to block local roadways and other vehicular access, and to keep them, and car parking spaces, clear of unroadworthy vehicles and other obstructions.

#### **Assignment of Assured Shorthold Tenancy**

15) The tenant agrees not to assign the Tenancy

#### **Overcrowding**

16) The tenant agrees to not allow more than the permitted number of persons to reside at the Premises.

#### **Lodgers and sub-letting**

17) Taking in lodgers or subletting the property is not allowed at Premises without the written consent of the landlord.

#### **Paraffin & Calorgas**

18) The tenant agrees not to use any paraffin or liquid gas stove or heater and not to store any inflammable substances at your home, garden, garage, shed or external store or any communal area.

#### **Insurance**

19) The tenant agrees to provide insurance for personal belongings and damage to the property however caused by the Tenants or associated parties of the Tenants negligence and permit the Landlord or the Landlords agent to destroy any personal items belonging to the tenant if they are not removed from the premises on or before the termination date of the tenancy.

#### **Absence from Premises**

20) The tenant agrees to inform the landlord, in writing and if possible in advance, if the Tenant is or expects to be absent from the Premises for 14 days or more.

#### **Ending the Tenancy**

21) The tenancy ends on the date set out on the first page of this agreement

#### **Moving out**

22) (a)

b) The Landlords rights contained in the aforementioned clause (i) are in addition and not in substitution for, all other rights that he/she may have under this agreement, Common Law, Statute or otherwise.

c) The Tenant agrees that the Landlord or the Landlords agent will have no obligation to forward any mail.

d) It is essential that you take final meter readings for Gas and Electricity and advise the Council Tax department, United Utilities and Phone companies of the last day of your tenancy. Ask for a final bill to be sent to you as soon as possible

e) Keys must be returned to the Landlord or the Landlords agent at their address. Telephone or write to the Landlord or the Landlords agent

f) The Landlord or the Landlords agent will only return deposits provided receipts (i.e. final bills, having been stamped as paid) have been received for all the utility and Council Tax within one month of the expiry date of the tenancy, after which time such deposit(s) will forfeit by the tenant. You must also supply a forwarding address for the deposit to be sent to. The Landlord or the Landlords agent will conduct an inspection of cleanliness and condition, so **the property should be cleaned very thoroughly**. Pay particular attention to the oven, hob, grill, inside of the fridge/freezer, the stairs, under furniture, skirting boards, carpets, windows and frames, on top and inside of cupboards, floors and appliances. For a furnished dwelling, reasonable wear and tear is acceptable but any damage, uncleanness or unpaid bills will be deducted from the deposit taken at the start of the tenancy.

### Moving out (continued)

g) Make sure that the front and the back doors are locked correctly, all windows are closed (and locked if appropriate). If there are any defects with the locks report them immediately to the Landlord or the Landlords agent. If you have changed the alarm code, advise the Landlord or the Landlords agent. Make sure all taps are turned off, basins, sinks, and baths are unplugged and that all foodstuff is removed from the property

h) Remember that ONLY you can cancel your standing order with the bank. Please do not forget to do so.

### Misrepresentation

23) The tenant agrees to provide true and accurate information and details in relation to the Tenant's circumstances for the purpose of this Tenancy. The Tenancy is granted on the basis of such information and if false and inaccurate information is given by the Tenant to Phoenix Properties or by any party acting on behalf of the Tenant this will be a breach of Tenancy

### Council Tax Exemption

The tenant agrees to provide a valid council tax exemption certificate issued by the academic institution they are attending.

### Inventory

24) Take all reasonable care of the listed communal items listed on the inventory as agreed with the landlord.

## THE TENANT'S RIGHTS

### 4. The Tenant has the following rights:-

#### Right to occupy

1) The tenant has the right to occupy the Premises without interruption or interference from Phoenix Properties for the duration of this Tenancy (except for the obligation contained in this Agreement to give access to the Landlord's employees or contractors), so long as the Tenant complies with the terms of this Agreement and has proper respect for the rights of other tenants and other persons in the neighbourhood.

#### Tenure whilst an Assured Shorthold Tenancy

2) The landlord lets and the tenant takes the property for the term at the rent payable above. This agreement creates an assured shorthold tenancy within part 1 Chapter II of the Housing Act 1988 and the provisions for the recovery of possession by the Landlord therein apply accordingly save where the landlord serves a notice under paragraph 2 of Schedule 2a to that Act.

Signed by the Landlord:

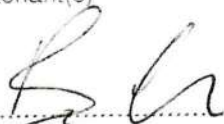


Printed name of signatory:

ANDREW BLAIR

Signed by tenant(s)

05/09/11



Printed name: BENJAMIN COE

Date: 09/09/11

Exhibit AB3

Tenancy Agreement Diana Graciun

Andrew Blair

A handwritten signature in black ink, appearing to be 'A. Blair', with a long horizontal stroke extending to the right.

**PHOENIX PROPERTIES**

**ASSURED SHORTHOLD TENANCY AGREEMENT  
UNDER PART 1 OF THE HOUSING ACT 1988**

**THIS TENANCY AGREEMENT (dated 20/08/11 ) IS BETWEEN**

**Name and Address of  
Landlord:** PHOENIX PROPERTIES  
15 Longsight Road  
Holcombe Brook  
Bury  
BL0 9SL

**Name of Tenant/s:** Diana Craciun

**Address:  
(‘the Premises’)** In respect of: 54 Kingsway, Manchester, M19 2DD

**Description of  
Premises:** Which is a...6.... bedroomed house

**Date and start and end  
of tenancy:** The Tenancy begins on 01/09/11... and is an assured  
shorthold tenancy which ends on  
.....31/06/12.....

7  
\* 

## GENERAL TERMS

### 1. It is agreed as follows:

Payment for the Premises

(1) The Calendar monthly rent payment at the date of this Agreement shall be:

Rent - £300

DOES not Includes council tax, gas, electricity, water, tv license or internet

(2) In the following Clauses of this Agreement the term 'Rent' refers to the sum of the charges specified in 1. (1) under the heading "Total Payable."

### Notice under section 48 of the Landlord and Tenant Act 1987

(4) The Tenant is hereby notified that notices, (including notices in proceedings), must be served on the Landlord by the Tenant at the following address.

PHOENIX PROPERTIES  
15 Longsight Road  
Holcombe Brook  
Bury  
BL0 9SL

### Service of Notices:

(5) i. Notice is hereby given in accordance with Section 48 of the Landlord and Tenant Act 1987 that the address of Phoenix Properties for the receipt of legal notices, and any other communication arising from the Tenancy is:

PHOENIX PROPERTIES  
15 Longsight Road  
Holcombe Brook  
Bury  
BL0 9SL

ii. Any notice served shall be sufficiently served if sent by ordinary post to the tenant at the property or left at the property addressed to the Tenant(s) or at the last known address of the Tenant

## Deposit

(6) (a) The tenant agrees to pay the deposit of one month rent (to be treated as per standard banking practices) to the Landlord, or the Landlords agent against dilapidations, or any other costs, charges or expenses or any losses incurred by the Landlord or the Landlords agent, which may be properly payable during the tenancy (but such deposit shall not limit the liability of the tenant) and without prejudice to all and every other remedy available to the Landlord or the Landlords agent shall be entitled to withdraw the whole or any part of the deposit towards the cost of meeting any outstanding amounts due to the Tenant and if the Landlord or the Landlords agent withdraws monies from the deposit, during the term of the tenancy, then the Tenant shall make good such withdrawal upon written notice from the Landlord or the Landlords agent.

(b) The deposit will be registered with a deposit protection agency. A fee of £20 is charged by the agency which is payable by the tenant and is non-refundable

## Miscellaneous Provisions

### (7)

a) The rent, or any instalment, or part of thereof shall be in arrears for at least fourteen days after the same shall become due, (whether legally demanded or not), or if there shall be any breach of the agreement by the Tenant, the Landlord may re-enter the property, (subject always to any statutory restrictions on the power to do so), and immediately thereupon the tenancy shall absolutely determine, without prejudice to the other rights and remedies of the Landlord.

b) The deposit will not accrue interest

c) The deposit will be protected in the authorised deposit protection scheme – My Deposits

d) Interest will accrue on late rent at the statutory rate of 8%.

e) Rent is payable monthly, in advance. Payments must be RECEIVED on or before the 1<sup>st</sup> of the month. Non payment of rent by the 1<sup>st</sup> of the month by the Tenant will incur a charge of £30 per item, including (but not excluding the generality of the forgoing) a standing order not being paid or a cheque being dishonoured

f) Where there is more than one person included in the expression "the Tenant", covenants made will be deemed to be made jointly and severally

g) This tenancy is strictly conditional upon obtaining possession of the property from any tenant, occupier or owner advance of leaving to arrange an appointment to return all sets of keys, including alarm keys, window keys and door keys, on the final date of your tenancy or earlier. You will be charged for replacement if any keys are missing. You can be charged on a daily basis if keys are not returned by the correct date. Do not post keys through the property door or use the postal service to return keys.

## **PHOENIX PROPERTIES OBLIGATIONS**

### **Possession:**

1) To give the Tenant possession of the Premises at the commencement of the Tenancy.

2) Protect the tenants deposit by registering the deposit with the appropriate deposit protection agency.

### **Tenant's right to occupy:**

3) Not to interrupt or interfere with the Tenant's right peacefully to occupy the Premises except where:-

i) Access is required subject to reasonable notice to inspect the condition of the Premises or to show the property to prospective tenants or to carry out repairs or other works to the Premises or adjoining property; or

ii) Phoenix Properties is entitled to possession at the end of the tenancy

## **THE TENANTS OBLIGATIONS**

### **3. The Tenant agrees:-**

#### **Possession**

1) To take possession of the Premises at the commencement of the Tenancy and not to part with possession of the Premises or sub-let the whole of it

#### **Rent**

2) To pay the Rent at all times and in the manner specified.

#### **Use of Premises**

3) To use the Premises for residential purposes as the Tenant's only or principal home and not to operate any business at the Premises. The Tenant also agrees not to use or allow persons visiting them to use the Premises for illegal or immoral purposes including but not restricted to selling or possessing illegal substances (drugs) or harbouring stolen goods or vehicles.

#### **Nuisance**

4) Neither to cause, nor to allow members of his or her household or visitors (including children), to cause, or likely to cause a nuisance or annoyance to other persons in the neighbourhood or to any tenant, agent or employee or contractor of the landlord.

#### **Racial and other**

5) Neither to commit, nor to allow members of his or her household or invited guests to commit, any harassment or threat of harassment that may interfere with the peace and comfort of, or cause offence to other persons in the neighbourhood or to any tenant, employee, agent or contractor of the landlord

#### **Violence**

6) Neither to commit, nor to allow members of his or her household or invited visitors to commit any violence or abuse, or threat of violence or abuse that may interfere with the peace and comfort of, or cause offence to other persons in the neighbourhood, employee, agent, or contractor of Phoenix Properties

## **THE TENANTS OBLIGATIONS (Continued)**

### **Noise**

7) Not to cause or allow any noise which might be a nuisance to neighbours or other Tenants or which can be heard outside the Premises.

### **Pets**

8) Dogs and other animals are not allowed in flats, with the exception of Guide Dogs for the Blind and Hearing dogs for the Deaf.

### **Internal Decoration**

#### **9) The tenant agrees to:-**

a) Yield up the property at the end of the tenancy in a clean state and condition and make good and 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 and damage by fire excepted)

b) Leave furniture and effects at the end of the tenancy in the rooms or places in which they were at the beginning of the tenancy

c) Not fit locks on the bedroom doors

d) Provide keys for the property on or before 12.00 pm on the last day of the tenancy and proof of payment for final utility bills and service accounts (as per section 17 overleaf, 'Guidance Notes for Moving Out') within one month of the end of the tenancy, thereafter the deposit to be forfeit

e) Clean mould from walls and other surfaces regularly

### **External Areas**

10) The tenant agrees to keep external areas such as yards and gardens in good and tidy condition.

### **Damage**

#### **11) The tenant agrees to:-**

a) Pay for all glass breakages and replacement of the same

b) Make arrangements for re-direction of mail with the postal service after the termination date.

c) Provide insurance for personal belongings and damage to the property however caused by the Tenants or associated parties of the Tenants negligence and permit the Landlord or the Landlords agent to destroy any personal items belonging to the tenant if they are not removed from the premises on or before the termination date of the tenancy.

d) Take all reasonable precautions to prevent damage to the sewers, sanitary apparatus, water/waste pipes and the water system generally from freezing during the winter months and in the event of such damage caused by the tenant's failure to take such precautions the tenant shall forthwith and at the tenant's expense effect all such necessary repairs to reinstate the system into good working order.

#### **Damage (continued)**

e) Pay the deposit (to be treated as per standard banking practices) to the Landlord, or the Landlords agent against dilapidations, or any other costs, charge's or expenses or any losses incurred by the Landlord or the Landlords agent, which may be properly payable during the tenancy (but such deposit shall not limit the liability of the tenant) and without prejudice to all and every other remedy available to the Landlord or the Landlords agent shall be entitled to withdraw the whole or any part of the deposit towards the cost of meeting any outstanding amounts due to the Tenant and if the Landlord or the Landlords agent withdraws monies from the deposit, during the term of the tenancy, then the Tenant shall make good such withdrawal upon written notice from the Landlord or the Landlords agent.

f) Pay to the Landlord and or the Landlords agent, on an indemnity basis, the whole of the costs and expenses to effect the appropriate remedial/repair works at any time during the term of the this agreement or within six months after it has ended, if the property is not kept and preserved in the condition required by this agreement then the Landlord or the Landlords agent to enter the premises and carry out such works in relation thereto and indemnify the Landlord or the Landlords agent in respect of abortive costs, whereby the Tenant fails to honour an agreed appointment made between the Tenant and the landlord's Contractor.

#### **Repairs**

12) The tenant agrees to:-

Report all repairs at the property to the landlord or the landlord's agent by telephone as soon as they occur and in writing within 24 hours whether or not caused by the act, default or neglect of the tenant.

#### **Access**

13) The tenant agrees to:-

a) Permit the Landlord or the Landlords agent at reasonable hours in the daytime to enter the property to view the state and condition thereof

b) Not assign, sublet or otherwise part with possession of the property

#### **Roadways**

14) The tenant agrees not to block local roadways and other vehicular access, and to keep them, and car parking spaces, clear of unroadworthy vehicles and other obstructions.

#### **Assignment of Assured Shorthold Tenancy**

15) The tenant agrees not to assign the Tenancy

#### **Overcrowding**

16) The tenant agrees to not allow more than the permitted number of persons to reside at the Premises.

#### **Lodgers and sub-letting**

17) Taking in lodgers or subletting the property is not allowed at Premises without the written consent of the landlord.

#### **Paraffin & Calorgas**

18) The tenant agrees not to use any paraffin or liquid gas stove or heater and not to store any inflammable substances at your home, garden, garage, shed or external store or any communal area.

#### **Insurance**

19) The tenant agrees to provide insurance for personal belongings and damage to the property however caused by the Tenants or associated parties of the Tenants negligence and permit the Landlord or the Landlords agent to destroy any personal items belonging to the tenant if they are not removed from the premises on or before the termination date of the tenancy. Any items requiring removal will be subject to a £20 deduction from the deposit per standard black bag of items. A minimum of £20 will be charged for removing any items left behind.

#### **Absence from Premises**

20) The tenant agrees to inform the landlord, in writing and if possible in advance, if the Tenant is or expects to be absent from the Premises for 14 days or more.

#### **Ending the Tenancy**

21) The tenancy ends on the date set out on the first page of this agreement

#### **Moving out**

22) (a)

b) The Landlords rights contained in the aforementioned clause (i) are in addition and not in substitution for, all other rights that he/she may have under this agreement, Common Law, Statute or otherwise.

c) The Tenant agrees that the Landlord or the Landlords agent will have no obligation to forward any mail.

d) It is essential that you take final meter readings for Gas and Electricity and advise the Council Tax department, United Utilities and Phone companies of the last day of your tenancy. Ask for a final bill to be sent to you as soon as possible

e) Keys must be returned to the Landlord or the Landlords agent at their address. Telephone or write to the Landlord or the Landlords agent. Unreturned keys will be charged at £20 per set.

f) The Landlord or the Landlords agent will only return deposits provided receipts (i.e. final bills, having been stamped as paid) have been received for all the utility and Council Tax within one month of the expiry date of the tenancy, after which time such deposit(s) will forfeit by the tenant. You must also supply a forwarding address for the deposit to be sent to. The Landlord or the Landlords agent will conduct an inspection of cleanliness and condition, so **the property should be cleaned very thoroughly**. Pay particular attention to the oven, hob, grill, inside of the fridge/freezer, the stairs, under furniture, skirting boards, carpets, windows and frames, on top and inside of cupboards, floors and appliances. For a furnished dwelling, reasonable wear and tear is acceptable but any damage, uncleanness or unpaid bills will be deducted from the deposit taken at the start of the tenancy.

**f) cont...**

Any additional cleaning to be carried out will be charged on an hourly basis at standard commercial cleaning rates.

**Moving out (continued)**

g) Make sure that the front and the back doors are locked correctly, all windows are closed (and locked if appropriate). If there are any defects with the locks report them immediately to the Landlord or the Landlords agent. If you have changed the alarm code, advise the Landlord or the Landlords agent. Make sure all taps are turned off, basins, sinks, and baths are unplugged and that all foodstuff is removed from the property

h) Remember that ONLY you can cancel your standing order with the bank. Please do not forget to do so.

**Misrepresentation**

23) The tenant agrees to provide true and accurate information and details in relation to the Tenant's circumstances for the purpose of this Tenancy. The Tenancy is granted on the basis of such information and if false and inaccurate information is given by the Tenant to Phoenix Properties or by any party acting on behalf of the Tenant this will be a breach of Tenancy

**Council Tax Exemption**

The tenant agrees to provide a valid council tax exemption certificate issued by the academic institution they are attending.

**Inventory**

24) Take all reasonable care of the listed communal items listed on the inventory as agreed with the landlord.

**THE TENANT'S RIGHTS**

**4. The Tenant has the following rights:-**

**Right to occupy**

1) The tenant has the right to occupy the Premises without interruption or interference from Phoenix Properties for the duration of this Tenancy (except for the obligation contained in this Agreement to give access to the Landlord's employees or contractors), so long as the Tenant complies with the terms of this Agreement and has proper respect for the rights of other tenants and other persons in the neighbourhood.

**Tenure whilst an Assured Shorthold Tenancy**

2) The landlord lets and the tenant takes the property for the term at the rent payable above. This agreement creates an assured shorthold tenancy within part 1 Chapter II of the Housing Act 1988 and the provisions for the recovery of possession by the Landlord therein apply accordingly save where the landlord serves a notice under paragraph 2 of Schedule 2a to that Act.

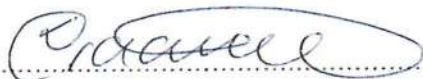
Signed by the Landlord:



Printed name of signatory:

ANDREW BLAIR

Signed by tenant(s)



Printed name: DIANA CRACIUN

Date: 22/08/11

Exhibit AB4

Tenancy Agreement Gabriella Barrera

Andrew Blair  


PHOENIX PROPERTIES

ASSURED SHORTHOLD TENANCY AGREEMENT  
UNDER PART 1 OF THE HOUSING ACT 1988

THIS TENANCY AGREEMENT (dated 17/07/11 ) IS BETWEEN

Name and Address of  
Landlord: PHOENIX PROPERTIES  
15 Longsight Road  
Holcombe Brook  
Bury  
BL0 9SL

Name of Tenant/s: Gabrielle BARRERA

Address:  
(‘the Premises’) In respect of: 54 Kingsway, Manchester, M20 6ET

Which is a...6.... bedroomed house

Date and start and end  
of tenancy: The Tenancy begins on 17/07/11... and is an assured  
shorthold tenancy which ends on  
.....31/01/12.....

Hi Gabrielle. I'll be back on Monday with a chest of  
drawers for your room and also to finish tiling the kitchen  
floor. Please sign + leave me of these contracts.

Thanks

Andrew

## GENERAL TERMS

### 1. It is agreed as follows:

Payment for the Premises

(1) The Calendar monthly rent payment at the date of this Agreement shall be:

Rent - £285

DOES not Includes council tax, gas, electricity, water, tv license or internet

(2) In the following Clauses of this Agreement the term 'Rent' refers to the sum of the charges specified in 1. (1) under the heading "Total Payable."

### Notice under section 48 of the Landlord and Tenant Act 1987

(4) The Tenant is hereby notified that notices, (including notices in proceedings), must be served on the Landlord by the Tenant at the following address.

#### PHOENIX PROPERTIES

15 Longsight Road  
Holcombe Brook  
Bury  
BL0 9SL

### Service of Notices:

(5) i. Notice is hereby given in accordance with Section 48 of the Landlord and Tenant Act 1987 that the address of Phoenix Properties for the receipt of legal notices, and any other communication arising from the Tenancy is:

#### PHOENIX PROPERTIES

15 Longsight Road  
Holcombe Brook  
Bury  
3L0 9SL

ii. Any notice served shall be sufficiently served if sent by ordinary post to the tenant at the property or left at the property addressed to the Tenant(s) or at the last known address of the Tenant

## Deposit

(6) (a) The tenant agrees to pay the deposit of one month rent (to be treated as per standard banking practices) to the Landlord, or the Landlords agent against dilapidations, or any other costs, charges or expenses or any losses incurred by the Landlord or the Landlords agent, which may be properly payable during the tenancy (but such deposit shall not limit the liability of the tenant) and without prejudice to all and every other remedy available to the Landlord or the Landlords agent shall be entitled to withdraw the whole or any part of the deposit towards the cost of meeting any outstanding amounts due to the Tenant and if the Landlord or the Landlords agent withdraws monies from the deposit, during the term of the tenancy, then the Tenant shall make good such withdrawal upon written notice from the Landlord or the Landlords agent.

(b) The deposit will be registered with a deposit protection agency. A fee of £20 is charged by the agency which is payable by the tenant and is non-refundable

## Miscellaneous Provisions

### (7)

a) The rent, or any instalment, or part of thereof shall be in arrears for at least fourteen days after the same shall become due, (whether legally demanded or not), or if there shall be any breach of the agreement by the Tenant, the Landlord may re-enter the property, (subject always to any statutory restrictions on the power to do so), and immediately thereupon the tenancy shall absolutely determine, without prejudice to the other rights and remedies of the Landlord.

b) The deposit will not accrue interest

c) The deposit will be protected in the authorised deposit protection scheme – My Deposits

d) Interest will accrue on late rent at the statutory rate of 8%.

e) Non payment of rent on a due date by the Tenant will incur a charge of £30 per item, including (but not excluding the generality of the forgoing) a standing order not being paid or a cheque being dishonoured

f) Where there is more than one person included in the expression "the Tenant", covenants made will be deemed to be made jointly and severally

g) This tenancy is strictly conditional upon obtaining possession of the property from any tenant, occupier or owner advance of leaving to arrange an appointment to return all sets of keys, including alarm keys, window keys and door keys, on the final date of your tenancy or earlier. You will be charged for replacement if any keys are missing. You can be charged on a daily basis if keys are not returned by the correct date. Do not post keys through the property door or use the postal service to return keys.

## PHOENIX PROPERTIES OBLIGATIONS

### Possession:

- 1) To give the Tenant possession of the Premises at the commencement of the Tenancy.
- 2) Protect the tenants deposit by registering the deposit with the appropriate deposit protection agency.

### Tenant's right to occupy:

- 3) Not to interrupt or interfere with the Tenant's right peacefully to occupy the Premises except where:-
  - i) Access is required subject to reasonable notice to inspect the condition of the Premises or to show the property to prospective tenants or to carry out repairs or other works to the Premises or adjoining property; or
  - ii) Phoenix Properties is entitled to possession at the end of the tenancy

## THE TENANTS OBLIGATIONS

### 3. The Tenant agrees:-

#### Possession

- 1) To take possession of the Premises at the commencement of the Tenancy and not to part with possession of the Premises or sub-let the whole of it

#### Rent

- 2) To pay the Rent at all times and in the manner specified.

#### Use of Premises

- 3) To use the Premises for residential purposes as the Tenant's only or principal home and not to operate any business at the Premises. The Tenant also agrees not to use or allow persons visiting them to use the Premises for illegal or immoral purposes including but not restricted to selling or possessing illegal substances (drugs) or harbouring stolen goods or vehicles.

#### Nuisance

- 4) Neither to cause, nor to allow members of his or her household or visitors (including children), to cause, or likely to cause a nuisance or annoyance to other persons in the neighbourhood or to any tenant, agent or employee or contractor of the landlord.

#### Racial and other

- 5) Neither to commit, nor to allow members of his or her household or invited guests to commit, any harassment or threat of harassment that may interfere with the peace and comfort of, or cause offence to other persons in the neighbourhood or to any tenant, employee, agent or contractor of the landlord

#### Violence

- 6) Neither to commit, nor to allow members of his or her household or invited visitors to commit any violence or abuse, or threat of violence or abuse that may interfere with the peace and comfort of, or cause offence to other persons in the neighbourhood, employee, agent, or contractor of Phoenix Properties

## THE TENANTS OBLIGATIONS (Continued)

### Noise

- 7) Not to cause or allow any noise which might be a nuisance to neighbours or other Tenants or which can be heard outside the Premises.

### Pets

- 8) Dogs and other animals are not allowed in flats, with the exception of Guide Dogs for the Blind and Hearing dogs for the Deaf.

### Internal Decoration

#### 9) The tenant agrees to:-

- a) Yield up the property at the end of the tenancy in a clean state and condition and make good and 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 and damage by fire excepted)
- b) Leave furniture and effects at the end of the tenancy in the rooms or places in which they were at the beginning of the tenancy
- c) Not fit locks on the bedroom doors
- d) Provide keys for the property on or before 12.00 pm on the last day of the tenancy and proof of payment for final utility bills and service accounts (as per section 17 overleaf, 'Guidance Notes for Moving Out') within one month of the end of the tenancy, thereafter the deposit to be forfeit
- e) Clean mould from walls and other surfaces regularly

### External Areas

- 10) The tenant agrees to keep external areas such as yards and gardens in good and tidy condition.

### Damage

#### 11) The tenant agrees to:-

- a) Pay for all glass breakages and replacement of the same
- b) Make arrangements for re-direction of mail with the postal service after the termination date.
- c) Provide insurance for personal belongings and damage to the property however caused by the Tenants or associated parties of the Tenants negligence and permit the Landlord or the Landlords agent to destroy any personal items belonging to the tenant if they are not removed from the premises on or before the termination date of the tenancy.
- d) Take all reasonable precautions to prevent damage to the sewers, sanitary apparatus, water/waste pipes and the water system generally from freezing during the winter months and in the event of such damage caused by the tenant's failure to take such precautions the tenant shall forthwith and at the tenant's expense effect all such necessary repairs to reinstate the system into good working order.

#### **Damage (continued)**

e) Pay the deposit (to be treated as per standard banking practices) to the Landlord, or the Landlords agent against dilapidations, or any other costs, charge's or expenses or any losses incurred by the Landlord or the Landlords agent, which may be properly payable during the tenancy (but such deposit shall not limit the liability of the tenant) and without prejudice to all and every other remedy available to the Landlord or the Landlords agent shall be entitled to withdraw the whole or any part of the deposit towards the cost of meeting any outstanding amounts due to the Tenant and if the Landlord or the Landlords agent withdraws monies from the deposit, during the term of the tenancy, then the Tenant shall make good such withdrawal upon written notice from the Landlord or the Landlords agent.

f) Pay to the Landlord and or the Landlords agent, on an indemnity basis, the whole of the costs and expenses to effect the appropriate remedial/repair works at any time during the term of the this agreement or within six months after it has ended, if the property is not kept and preserved in the condition required by this agreement then the Landlord or the Landlords agent to enter the premises and carry out such works in relation thereto and indemnify the Landlord or the Landlords agent in respect of abortive costs, whereby the Tenant fails to honour an agreed appointment made between the Tenant and the landlord's Contractor.

#### **Repairs**

12) The tenant agrees to:-

Report all repairs at the property to the landlord or the landlord's agent by telephone as soon as they occur and in writing within 24 hours whether or not caused by the act, default or neglect of the tenant.

#### **Access**

13) The tenant agrees to:-

- a) Permit the Landlord or the Landlords agent at reasonable hours in the daytime to enter the property to view the state and condition thereof
- b) Not assign, sublet or otherwise part with possession of the property

#### **Roadways**

14) The tenant agrees not to block local roadways and other vehicular access, and to keep them, and car parking spaces, clear of unroadworthy vehicles and other obstructions.

#### **Paraffin & Calorgas**

18) The tenant agrees not to use any paraffin or liquid gas stove or heater and not to store any inflammable substances at your home, garden, garage, shed or external store or any communal area.

#### **Insurance**

19) The tenant agrees to provide insurance for personal belongings and damage to the property however caused by the Tenants or associated parties of the Tenants negligence and permit the Landlord or the Landlords agent to destroy any personal items belonging to the tenant if they are not removed from the premises on or before the termination date of the tenancy.

#### **Absence from Premises**

20) The tenant agrees to inform the landlord, in writing and if possible in advance, if the Tenant is or expects to be absent from the Premises for 14 days or more.

#### **Ending the Tenancy**

21) The tenancy ends on the date set out on the first page of this agreement

#### **Moving out**

22) (a)

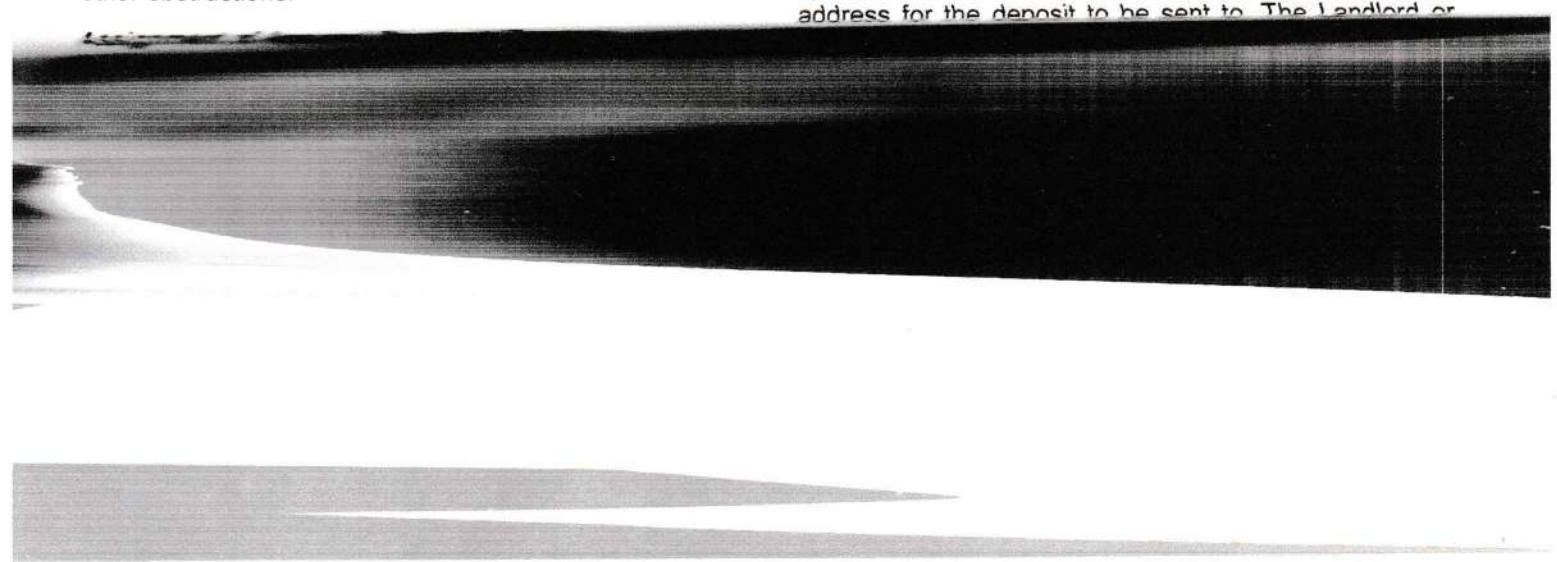
b) The Landlords rights contained in the aforementioned clause (i) are in addition and not in substitution for, all other rights that he/she may have under this agreement, Common Law, Statute or otherwise.

c) The Tenant agrees that the Landlord or the Landlords agent will have no obligation to forward any mail.

d) It is essential that you take final meter readings for Gas and Electricity and advise the Council Tax department, United Utilities and Phone companies of the last day of your tenancy. Ask for a final bill to be sent to you as soon as possible

e) Keys must be returned to the Landlord or the Landlords agent at their address. Telephone or write to the Landlord or the Landlords agent

f) The Landlord or the Landlords agent will only return deposits provided receipts (i.e. final bills, having been stamped as paid) have been received for all the utility and Council Tax within one month of the expiry date of the tenancy, after which time such deposit(s) will forfeit by the tenant. You must also supply a forwarding address for the deposit to be sent to. The Landlord or



#### Moving out (continued)

g) Make sure that the front and the back doors are locked correctly, all windows are closed (and locked if appropriate). If there are any defects with the locks report them immediately to the Landlord or the Landlords agent. If you have changed the alarm code, advise the Landlord or the Landlords agent. Make sure all taps are turned off, basins, sinks, and baths are unplugged and that all foodstuff is removed from the property

h) Remember that ONLY you can cancel your standing order with the bank. Please do not forget to do so.

#### Misrepresentation

23) The tenant agrees to provide true and accurate information and details in relation to the Tenant's circumstances for the purpose of this Tenancy. The Tenancy is granted on the basis of such information and if false and inaccurate information is given by the Tenant to Phoenix Properties or by any party acting on behalf of the Tenant this will be a breach of Tenancy

#### Council Tax Exemption

The tenant agrees to provide a valid council tax exemption certificate issued by the academic institution they are attending.

#### Inventory

24) Take all reasonable care of the listed communal items listed on the inventory as agreed with the landlord.

Signed by the Landlord:



Printed name of signatory:

A BLAIR

Signed by tenant(s)



Printed name...

Salvadora Barroa

Date:

19 July 2011

## THE TENANT'S RIGHTS

### 4. The Tenant has the following rights:-

#### Right to occupy

1) The tenant has the right to occupy the Premises without interruption or interference from Phoenix Properties for the duration of this Tenancy (except for the obligation contained in this Agreement to give access to the Landlord's employees or contractors), so long as the Tenant complies with the terms of this Agreement and has proper respect for the rights of other tenants and other persons in the neighbourhood.

#### Tenure whilst an Assured Shorthold Tenancy

2) The landlord lets and the tenant takes the property for the term at the rent payable above. This agreement creates an assured shorthold tenancy within part 1 Chapter II of the Housing Act 1988 and the provisions for the recovery of possession by the Landlord therein apply accordingly save where the landlord serves a notice under paragraph 2 of Schedule 2a to that Act.

Exhibit AB5

Tenancy Agreement Stephen Goldrick

Andrew Blair

S. Goldrick

**PHOENIX PROPERTIES**

**ASSURED SHORTHOLD TENANCY AGREEMENT  
UNDER PART 1 OF THE HOUSING ACT 1988**

**THIS TENANCY AGREEMENT (dated 20/08/11 ) IS BETWEEN**

**Name and Address of  
Landlord:** PHOENIX PROPERTIES  
15 Longsight Road  
Holcombe Brook  
Bury  
BL0 9SL

**Name of Tenant/s:** Stephen Goldrick

**Address:  
('the Premises')** In respect of: 54 Kingsway, Manchester, M19 2DD

**Description of  
Premises:** Which is a...6.... bedroomed house

**Date and start and end  
of tenancy:** The Tenancy begins on 01/09/11... and is an assured  
shorthold tenancy which ends on  
.....31/06/12.....

## GENERAL TERMS

### 1. It is agreed as follows:

Payment for the Premises

(1) The Calendar monthly rent payment at the date of this Agreement shall be:

Rent - £285

DOES not Includes council tax, gas, electricity, water, tv license or internet.

Rent is payable at half rates during July and August during periods when the room is unoccupied.

(2) In the following Clauses of this Agreement the term 'Rent' refers to the sum of the charges specified in 1. (1) under the heading "Total Payable."

### Notice under section 48 of the Landlord and Tenant Act 1987

(4) The Tenant is hereby notified that notices, (including notices in proceedings), must be served on the Landlord by the Tenant at the following address.

PHOENIX PROPERTIES  
15 Longsight Road  
Holcombe Brook  
Bury  
BL0 9SL

### Service of Notices:

(5) i. Notice is hereby given in accordance with Section 48 of the Landlord and Tenant Act 1987 that the address of Phoenix Properties for the receipt of legal notices, and any other communication arising from the Tenancy is:

PHOENIX PROPERTIES  
15 Longsight Road  
Holcombe Brook  
Bury  
BL0 9SL

ii. Any notice served shall be sufficiently served if sent by ordinary post to the tenant at the property or left at the property addressed to the Tenant(s) or at the last known address of the Tenant

## Deposit

(6) (a) The tenant agrees to pay the deposit of one month rent (to be treated as per standard banking practices) to the Landlord, or the Landlords agent against dilapidations, or any other costs, charges or expenses or any losses incurred by the Landlord or the Landlords agent, which may be properly payable during the tenancy (but such deposit shall not limit the liability of the tenant) and without prejudice to all and every other remedy available to the Landlord or the Landlords agent shall be entitled to withdraw the whole or any part of the deposit towards the cost of meeting any outstanding amounts due to the Tenant and if the Landlord or the Landlords agent withdraws monies from the deposit, during the term of the tenancy, then the Tenant shall make good such withdrawal upon written notice from the Landlord or the Landlords agent.

(b) The deposit will be registered with a deposit protection agency. A fee of £20 is charged by the agency which is payable by the tenant and is non-refundable

## Miscellaneous Provisions

(7)

a) The rent, or any instalment, or part of thereof shall be in arrears for at least fourteen days after the same shall become due, (whether legally demanded or not), or if there shall be any breach of the agreement by the Tenant, the Landlord may re-enter the property, (subject always to any statutory restrictions on the power to do so), and immediately thereupon the tenancy shall absolutely determine, without prejudice to the other rights and remedies of the Landlord.

b) The deposit will not accrue interest

c) The deposit will be protected in the authorised deposit protection scheme – My Deposits

d) Interest will accrue on late rent at the statutory rate of 8%.

e) Rent is payable monthly, in advance. Payments must be RECEIVED on or before the 1<sup>st</sup> of the month. Non payment of rent by the 1<sup>st</sup> of the month by the Tenant will incur a charge of £30 per item, including (but not excluding the generality of the forgoing) a standing order not being paid or a cheque being dishonoured

f) Where there is more than one person included in the expression "the Tenant", covenants made will be deemed to be made jointly and severally

g) This tenancy is strictly conditional upon obtaining possession of the property from any tenant, occupier or owner advance of leaving to arrange an appointment to return all sets of keys, including alarm keys, window keys and door keys, on the final date of your tenancy or earlier. You will be charged for replacement if any keys are missing. You can be charged on a daily basis if keys are not returned by the correct date. Do not post keys through the property door or use the postal service to return keys.

## PHOENIX PROPERTIES OBLIGATIONS

### Possession:

1) To give the Tenant possession of the Premises at the commencement of the Tenancy.

2) Protect the tenants deposit by registering the deposit with the appropriate deposit protection agency.

### Tenant's right to occupy:

3) Not to interrupt or interfere with the Tenant's right peacefully to occupy the Premises except where:-

i) Access is required subject to reasonable notice to inspect the condition of the Premises or to show the property to prospective tenants or to carry out repairs or other works to the Premises or adjoining property; or

ii) Phoenix Properties is entitled to possession at the end of the tenancy

## THE TENANTS OBLIGATIONS

### 3. The Tenant agrees:-

#### Possession

1) To take possession of the Premises at the commencement of the Tenancy and not to part with possession of the Premises or sub-let the whole of it

#### Rent

2) To pay the Rent at all times and in the manner specified.

#### Use of Premises

3) To use the Premises for residential purposes as the Tenant's only or principal home and not to operate any business at the Premises. The Tenant also agrees not to use or allow persons visiting them to use the Premises for illegal or immoral purposes including but not restricted to selling or possessing illegal substances (drugs) or harbouring stolen goods or vehicles.

#### Nuisance

4) Neither to cause, nor to allow members of his or her household or visitors (including children), to cause, or likely to cause a nuisance or annoyance to other persons in the neighbourhood or to any tenant, agent or employee or contractor of the landlord.

#### Racial and other

5) Neither to commit, nor to allow members of his or her household or invited guests to commit, any harassment or threat of harassment that may interfere with the peace and comfort of, or cause offence to other persons in the neighbourhood or to any tenant, employee, agent or contractor of the landlord

#### Violence

6) Neither to commit, nor to allow members of his or her household or invited visitors to commit any violence or abuse, or threat of violence or abuse that may interfere with the peace and comfort of, or cause offence to other persons in the neighbourhood, employee, agent, or contractor of Phoenix Properties

## THE TENANTS OBLIGATIONS (Continued)

### Noise

7) Not to cause or allow any noise which might be a nuisance to neighbours or other Tenants or which can be heard outside the Premises.

### Pets

8) Dogs and other animals are not allowed in flats, with the exception of Guide Dogs for the Blind and Hearing dogs for the Deaf.

### Internal Decoration

#### 9) The tenant agrees to:-

a) Yield up the property at the end of the tenancy in a clean state and condition and make good and 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 and damage by fire excepted)

b) Leave furniture and effects at the end of the tenancy in the rooms or places in which they were at the beginning of the tenancy

c) Not fit locks on the bedroom doors

d) Provide keys for the property on or before 12.00 pm on the last day of the tenancy and proof of payment for final utility bills and service accounts (as per section 17 overleaf, 'Guidance Notes for Moving Out') within one month of the end of the tenancy, thereafter the deposit to be forfeit

e) Clean mould from walls and other surfaces regularly

### External Areas

10) The tenant agrees to keep external areas such as yards and gardens in good and tidy condition.

### Damage

#### 11) The tenant agrees to:-

a) Pay for all glass breakages and replacement of the same

b) Make arrangements for re-direction of mail with the postal service after the termination date.

c) Provide insurance for personal belongings and damage to the property however caused by the Tenants or associated parties of the Tenants negligence and permit the Landlord or the Landlords agent to destroy any personal items belonging to the tenant if they are not removed from the premises on or before the termination date of the tenancy.

d) Take all reasonable precautions to prevent damage to the sewers, sanitary apparatus, water/waste pipes and the water system generally from freezing during the winter months and in the event of such damage caused by the tenant's failure to take such precautions the tenant shall forthwith and at the tenant's expense effect all such necessary repairs to reinstate the system into good working order.

### Damage (continued)

e) Pay the deposit (to be treated as per standard banking practices) to the Landlord, or the Landlords agent against dilapidations, or any other costs, charge's or expenses or any losses incurred by the Landlord or the Landlords agent, which may be properly payable during the tenancy (but such deposit shall not limit the liability of the tenant) and without prejudice to all and every other remedy available to the Landlord or the Landlords agent shall be entitled to withdraw the whole or any part of the deposit towards the cost of meeting any outstanding amounts due to the Tenant and if the Landlord or the Landlords agent withdraws monies from the deposit, during the term of the tenancy, then the Tenant shall make good such withdrawal upon written notice from the Landlord or the Landlords agent.

f) Pay to the Landlord and or the Landlords agent, on an indemnity basis, the whole of the costs and expenses to effect the appropriate remedial/repair works at any time during the term of the this agreement or within six months after it has ended, if the property is not kept and preserved in the condition required by this agreement then the Landlord or the Landlords agent to enter the premises and carry out such works in relation thereto and indemnify the Landlord or the Landlords agent in respect of abortive costs, whereby the Tenant fails to honour an agreed appointment made between the Tenant and the landlord's Contractor.

### Repairs

12) The tenant agrees to:-

Report all repairs at the property to the landlord or the landlord's agent by telephone as soon as they occur and in writing within 24 hours whether or not caused by the act, default or neglect of the tenant.

### Access

13) The tenant agrees to:-

- a) Permit the Landlord or the Landlords agent at reasonable hours in the daytime to enter the property to view the state and condition thereof
- b) Not assign, sublet or otherwise part with possession of the property

### Roadways

14) The tenant agrees not to block local roadways and other vehicular access, and to keep them, and car parking spaces, clear of unroadworthy vehicles and other obstructions.

### Assignment of Assured Shorthold Tenancy

15) The tenant agrees not to assign the Tenancy

### Overcrowding

16) The tenant agrees to not allow more than the permitted number of persons to reside at the Premises.

### Lodgers and sub-letting

17) Taking in lodgers or subletting the property is not allowed at Premises without the written consent of the landlord.

### Paraffin & Calogas

18) The tenant agrees not to use any paraffin or liquid gas stove or heater and not to store any inflammable substances at your home, garden, garage, shed or external store or any communal area.

### Insurance

19) The tenant agrees to provide insurance for personal belongings and damage to the property however caused by the Tenants or associated parties of the Tenants negligence and permit the Landlord or the Landlords agent to destroy any personal items belonging to the tenant if they are not removed from the premises on or before the termination date of the tenancy. Any items requiring removal will be subject to a £20 deduction from the deposit per standard black bag of items. A minimum of £20 will be charged for removing any items left behind.

### Absence from Premises

20) The tenant agrees to inform the landlord, in writing and if possible in advance, if the Tenant is or expects to be absent from the Premises for 14 days or more.

### Ending the Tenancy

21) The tenancy ends on the date set out on the first page of this agreement

### Moving out

22) (a)

b) The Landlords rights contained in the aforementioned clause (i) are in addition and not in substitution for, all other rights that he/she may have under this agreement, Common Law, Statute or otherwise.

c) The Tenant agrees that the Landlord or the Landlords agent will have no obligation to forward any mail.

d) It is essential that you take final meter readings for Gas and Electricity and advise the Council Tax department, United Utilities and Phone companies of the last day of your tenancy. Ask for a final bill to be sent to you as soon as possible

e) Keys must be returned to the Landlord or the Landlords agent at their address. Telephone or write to the Landlord or the Landlords agent. Unreturned keys will be charged at £20 per set.

f) The Landlord or the Landlords agent will only return deposits provided receipts (i.e. final bills, having been stamped as paid) have been received for all the utility and Council Tax within one month of the expiry date of the tenancy, after which time such deposit(s) will forfeit by the tenant. You must also supply a forwarding address for the deposit to be sent to. The Landlord or the Landlords agent will conduct an inspection of cleanliness and condition, so **the property should be cleaned very thoroughly**. Pay particular attention to the oven, hob, grill, inside of the fridge/freezer, the stairs, under furniture, skirting boards, carpets, windows and frames, on top and inside of cupboards, floors and appliances. For a furnished dwelling, reasonable wear and tear is acceptable but any damage, uncleanness or unpaid bills will be deducted from the deposit taken at the start of the tenancy.

**f) cont...**

Any additional cleaning to be carried out will be charged on an hourly basis at standard commercial cleaning rates.

**Moving out (continued)**

g) Make sure that the front and the back doors are locked correctly, all windows are closed (and locked if appropriate). If there are any defects with the locks report them immediately to the Landlord or the Landlords agent. If you have changed the alarm code, advise the Landlord or the Landlords agent. Make sure all taps are turned off, basins, sinks, and baths are unplugged and that all foodstuff is removed from the property

h) Remember that ONLY you can cancel your standing order with the bank. Please do not forget to do so.

**Misrepresentation**

23) The tenant agrees to provide true and accurate information and details in relation to the Tenant's circumstances for the purpose of this Tenancy. The Tenancy is granted on the basis of such information and if false and inaccurate information is given by the Tenant to Phoenix Properties or by any party acting on behalf of the Tenant this will be a breach of Tenancy

**Council Tax Exemption**

The tenant agrees to provide a valid council tax exemption certificate issued by the academic institution they are attending.

**Inventory**

24) Take all reasonable care of the listed communal items listed on the inventory as agreed with the landlord.

**THE TENANT'S RIGHTS**

**4. The Tenant has the following rights:-**

**Right to occupy**

1) The tenant has the right to occupy the Premises without interruption or interference from Phoenix Properties for the duration of this Tenancy (except for the obligation contained in this Agreement to give access to the Landlord's employees or contractors), so long as the Tenant complies with the terms of this Agreement and has proper respect for the rights of other tenants and other persons in the neighbourhood.

**Tenure whilst an Assured Shorthold Tenancy**

2) The landlord lets and the tenant takes the property for the term at the rent payable above. This agreement creates an assured shorthold tenancy within part 1 Chapter II of the Housing Act 1988 and the provisions for the recovery of possession by the Landlord therein apply accordingly save where the landlord serves a notice under paragraph 2 of Schedule 2a to that Act.

Signed by the Landlord:



Printed name of signatory:

ANDREW BLAIR

Signed by tenant(s)



Printed name: Stephen Goldrick

Date: 26/08/11

Exhibit AB6

Deposit Protection Certificate Susanne Borensen

Andrew Blair  
A. Blair

# Deposit Protection Certificate

This Certificate confirms that your landlord/agent has protected your deposit with mydeposits, a government authorized tenancy deposit scheme, and complied with the Housing Act 2004 legislation. It must be read in conjunction with the 'Information for Tenants' leaflet which your landlord/agent should have given you with this certificate. A copy is available at [www.mydeposits.co.uk](http://www.mydeposits.co.uk) in the tenant section. This Certificate is valid for the duration of the fixed term AST agreement (details below). If at the end of this agreement any of the terms change or you sign a new AST agreement then your landlord/agent must re-protect your deposit and issue you a new Certificate.

This Certificate has four sections:

1. Warnings to Tenants
2. Details of the Protected Deposit
3. Key details of The Housing Act 2004 - Prescribed Information Order
4. The end of your Tenancy

## Section 1 - Warnings to Tenants:

- A landlord may protect the tenant's deposit with my|deposits. Alternatively a landlord may instruct an agent to protect the tenant's deposit on the landlord's behalf.
  - Your landlord always remains responsible for your deposit even if the landlord has instructed an agent to protect it on their behalf.
  - my|deposits does not hold your deposit, except during a deposit dispute when we will hold the disputed amount until the dispute is resolved.
  - Within 14 days of receiving your deposit your landlord/agent must provide you with a signed Deposit Protection Certificate and the my|deposits 'Information for Tenants' leaflet.
  - You should sign this Certificate to confirm the details are correct, or contact your landlord/agent with any errors.
  - my|deposits agent members must hold your deposit in a client bank account separate from other business monies.
- CHECK THIS WITH YOUR AGENT**

## Section 2 - Details of the Protected Deposit:

|                                                |                                                          |                                     |                                                                            |
|------------------------------------------------|----------------------------------------------------------|-------------------------------------|----------------------------------------------------------------------------|
| <b>Certificate Number:</b>                     | DPC01203638                                              | <b>Amount of Deposit Protected:</b> | £299.00                                                                    |
| <b>Property Address:</b>                       | 54 Kingsway, Manchester, M 19 2DD                        |                                     |                                                                            |
| <b>Landlord/Agent:</b>                         | Mr Andrew Blair<br>15 Longsight Road<br>Bury<br>BL 0 9SL | <b>Tenant:</b>                      | Miss Susanne Börensén<br>Henry-Budge-Strasse 10b<br>Hamburg<br>22297       |
| <b>Other Tenants:</b>                          | Not Applicable                                           | <b>Interested Party:</b>            | Not Applicable                                                             |
| <b>Date Deposit Collected from the Tenant:</b> | 04 July 2011                                             | <b>Period of Protection:</b>        | 06 July 2011<br>until three months from the date you vacated the property. |
| <b>Start Date of Fixed Term AST:</b>           | 01 September 2011                                        | <b>End Date of Fixed Term AST:</b>  | 30 June 2012                                                               |

|                    |           |            |
|--------------------|-----------|------------|
| Landlord/Agent     | _____     | _____      |
| Tenant/Lead Tenant | _____     | _____      |
|                    | Signature | Print Name |

### IMPORTANT

This certificate should be signed by both the Landlord/Agent and Tenant/Lead Tenant to confirm that the information stated above is accurate to the best of both parties knowledge.



Signature of Edward Hooker (Chief Executive Officer of my|deposits)

## Section 3 - Key details Housing Act 2004 - Prescribed Information Order

As well as protecting your deposit with an authorised Tenancy Deposit Protection Scheme, the Housing Act 2004 also requires your Landlord/Agent to provide you with specific information regarding the protection of your deposit – The Prescribed Information. **my|deposits** assists your Landlord/Agent by providing much of the required information in this Certificate and within the 'Information for Tenants' leaflet. It is the responsibility of your Landlord/Agent to provide this information within 14 days of receiving the deposit from you. **my|deposits** can not be held liable in any way for the failure of your Landlord/Agent in providing this information or by the failure to provide it within the 14 day period. For a full transcript of the requirements of The Housing (Tenancy Deposits) (Prescribed Information) Order 2007, please download a copy from our website: [www.mydeposits.co.uk](http://www.mydeposits.co.uk)

The Prescribed Information requirements relating to tenancy deposits and how **my|deposits** assists the Landlord/Agent to meet the requirement for you:

| Requirement:                                                                                                                                                                                                                                                                                                                                                                     | How met:                                                                                                                                                                                                                                                                                                                   |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| (a) The name, address, telephone number, e-mail address and any fax number of the scheme administrator of the authorised tenancy deposit scheme applying to the deposit.                                                                                                                                                                                                         | <b>my deposits</b> is administered by HFIS plc, T/A Hamilton Fraser Insurance (The Scheme Administrator). <b>my deposits</b> , Ground Floor, Kingmaker House, Station Road, New Barnet, Hertfordshire EN5 1NZ.<br>Tel 0844 9800 290 • Fax 0845 634 3403 • <a href="mailto:info@mydeposits.co.uk">info@mydeposits.co.uk</a> |
| (b) Any information contained in a leaflet supplied by the scheme administrator to the landlord which explains the operation of the provisions contained in sections 212 to 215 of, and Schedule 10 to, the Act.                                                                                                                                                                 | Provided within the 'Information to Tenants' leaflet that should be given to you by your Landlord/Agent with this Certificate.                                                                                                                                                                                             |
| (c) The procedures that apply under the scheme by which an amount in respect of a deposit may be paid or repaid to the tenant at the end of the shorthold tenancy ("the tenancy").                                                                                                                                                                                               | Provided within the 'Information to Tenants' leaflet that should be given to you by your Landlord/Agent with this Certificate.                                                                                                                                                                                             |
| (d) The procedures that apply under the scheme where either the landlord or the tenant is not contactable at the end of the tenancy. NB: For the purposes of this paragraph the reference to a landlord or a tenant who is not contactable includes a landlord or tenant whose whereabouts are known, but who is failing to respond to communications in respect of the deposit. | If your Landlord/Agent is not contactable at the end of the tenancy you should contact <b>my deposits</b> to raise a possible deposit dispute on 0844 980 0290 or notify us of a possible deposit dispute online at <a href="http://www.mydeposits.co.uk">www.mydeposits.co.uk</a>                                         |
| (e) The procedures that apply under the scheme where the landlord and the tenant dispute the amount to be paid or repaid to the tenant in respect of the deposit.                                                                                                                                                                                                                | Provided within the 'Information to Tenants' leaflet that should be given to you by your Landlord/Agent with this Certificate.                                                                                                                                                                                             |
| (f) The facilities available under the scheme for enabling a dispute relating to the deposit to be resolved without recourse to litigation.                                                                                                                                                                                                                                      | Provided within the 'Information to Tenants' leaflet that should be given to you by your Landlord/Agent with this Certificate.                                                                                                                                                                                             |
| (g) The following information in connection with the tenancy in respect of which the deposit has been paid:                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                                                                                                            |
| (i) the amount of the deposit paid;                                                                                                                                                                                                                                                                                                                                              | Provided within this Certificate of Protection.                                                                                                                                                                                                                                                                            |
| (ii) the address of the property to which the tenancy relates;                                                                                                                                                                                                                                                                                                                   | Provided within this Certificate of Protection.                                                                                                                                                                                                                                                                            |
| (iii) the name, address, telephone number, and any e-mail address or fax number of the landlord;                                                                                                                                                                                                                                                                                 | Provided within this Certificate of Protection.                                                                                                                                                                                                                                                                            |
| (iv) the name, address, telephone number, and any e-mail address or fax number of the tenant, including such details that should be used by the landlord or scheme administrator for the purpose of contacting the tenant at the end of the tenancy;                                                                                                                             | The name and address of the tenant are provided within this Certificate of Protection but the telephone number, and any e-mail address or fax number of the tenant are recorded only in the <b>my deposits</b> system data base.                                                                                           |
| (v) the name, address, telephone number and any e-mail address or fax number of any relevant person;                                                                                                                                                                                                                                                                             | Provided within this Certificate of Protection when applicable.                                                                                                                                                                                                                                                            |
| (vi) the circumstances when all or part of the deposit may be retained by the landlord, by reference to the terms of the tenancy;                                                                                                                                                                                                                                                | * <b>my deposits cannot assist here</b> - this should be explained within the AST that you have signed.                                                                                                                                                                                                                    |
| (vii) confirmation (in the form of a certificate signed by the landlord) that -<br>(aa) the information he provides under this sub-paragraph is accurate to the best of his knowledge and belief;                                                                                                                                                                                | * <b>my deposits cannot assist here</b> - only the Landlord/Agent can sign to confirm this.                                                                                                                                                                                                                                |
| (bb) he has given the tenant the opportunity to sign any document containing the information provided by the landlord under this article by way of confirmation that the information is accurate to the best of his knowledge and belief.                                                                                                                                        | * <b>my deposits cannot assist here</b> - you should check the details of your deposit recorded hereon and only sign if they are correct. If any information about your deposit recorded on this certificate is incorrect you should contact your Landlord/Agent.                                                          |

\* Please note that **my|deposits** is unable to fulfil the requirements in paragraphs (g) (vi) and (vii) above on behalf of your Landlord/Agent and these requirements will have to be satisfied by them personally as explained above.

## Section 4 - The end of your Tenancy:

Please visit [www.mydeposits.co.uk](http://www.mydeposits.co.uk) to notify us of any dispute about the return of your deposit at the end of your tenancy. The 'Information for Tenants' leaflet provides further information.

Exhibit AB7

Email string between Andrew Blair and Miss Borensen. final email sent 30 August 2011

Andrew Blair  
J. Borensen

---

**From:** andrew blair  
**Sent:** 30 August 2011 13:58  
**To:** susi.boerensen@gmx.de  
**Subject:** RE: Arrival in Manchester

Hi Susi

Sorry for the delay in replying.

If you arrive at 4pm, I imagine you will arrive at the house at about 5.30 and I'll aim to meet you there.  
My number is 0044 (0)7557 858552.

Rent needs to be in our account by the 1st of each month please.

All the best and I look forward to meeting you later in the week.  
Andrew

> Subject: Re: Arrival in Manchester  
> From: [Susi.Boerensen@gmx.de](mailto:Susi.Boerensen@gmx.de)  
> Date: Fri, 26 Aug 2011 14:02:48 +0200  
> To: [blair1210@hotmail.com](mailto:blair1210@hotmail.com)  
>  
> Hi Andrew,  
>  
> I will arrive in Manchester at 4pm.  
>  
> Also, when will I be required to pay my first rent?  
>  
> Kind regards,  
>  
> Susi  
>  
>  
> Am 22.08.2011 um 23:34 schrieb andrew blair <[blair1210@hotmail.com](mailto:blair1210@hotmail.com)>:  
>  
> > Hi Susi  
> >  
> > I will meet you at the house so I can give you keys and we can sign and exchange contracts.  
> >  
> > Just let me know what time you expect to arrive.  
> >  
> > Kind regards  
> > Andrew  
> >  
> > > Date: Mon, 22 Aug 2011 11:09:55 +0200  
> > > From: [Susi.Boerensen@gmx.de](mailto:Susi.Boerensen@gmx.de)  
> > > Subject: Arrival in Manchester  
> > > To: [blair1210@hotmail.com](mailto:blair1210@hotmail.com)  
> > >  
> > > Hi Andrew,  
> > >

> > > I will be arriving in Manchester on 1 September. How am I to proceed?  
> > >  
> > >  
> > >  
> > > Kind regards,  
> > >  
> > > Susi Börensén  
> > > --  
> > > NEU: FreePhone - 0ct/min Handyspartarif mit Geld-zurück-Garantie!  
> > > Jetzt informieren: <http://www.gmx.net/de/go/freephone>

Exhibit AB8

Gas Safety Certificate dated 4 November 2011 signed by Susanne Borensen

Andrew Blair

J. Borensen



# UK Gas Safety Certificate

No. G 2721582

The Gas Safety (Installation & Use) Regulations require that all gas appliances and related flues provided by landlords in rented accommodation are checked for safety once a year

OCCUPIER Susanne Dörenen

Address 54 KINGSWAY

Buenos Aires

M19 2DD Tel

REPORT RECEIVED BY

Name (print) Susanne Dörenen

Signature S. Dörenen Date 4/11/11

TESTS CARRIED OUT BY SERVICE ENGINEER

Name (print) P. Massey

Company 24/7 Plumbing Services

6 TYNEDANG CLOSE

SK5 7NA Tel 01202 518824

Gas Safe Register No 191793

Signature P. Massey Date of Test 4/11/11

|                                 |                                                                                   |                                                                        |                                                                        |                                                                        |
|---------------------------------|-----------------------------------------------------------------------------------|------------------------------------------------------------------------|------------------------------------------------------------------------|------------------------------------------------------------------------|
| Appliance Type                  | <u>COMBI</u>                                                                      | <u>HOB</u>                                                             | <u>HOB</u>                                                             |                                                                        |
| Location eg. kitchen            | <u>KITCHEN</u>                                                                    | <u>KITCHEN</u>                                                         | <u>KITCHEN</u>                                                         |                                                                        |
| Make/model                      | <u>Saunier Thoma</u><br><u>Desaut. classic</u>                                    | <u>Praxis</u>                                                          | <u>Praxis</u>                                                          |                                                                        |
| Flue & Ventilation              |                                                                                   |                                                                        |                                                                        |                                                                        |
| Type of Flue                    | <u>ris</u>                                                                        | <u>of</u>                                                              | <u>of</u>                                                              |                                                                        |
| Route/termination               | <u>ok</u>                                                                         | <u>N/A</u>                                                             | <u>N/A</u>                                                             |                                                                        |
| Flue flow                       | <u>N/A</u>                                                                        | <u>N/A</u>                                                             | <u>N/A</u>                                                             |                                                                        |
| Ventilation (size, position)    | <u>ok</u>                                                                         | <u>ok</u>                                                              | <u>ok</u>                                                              |                                                                        |
| Visual Check                    | <u>ok</u>                                                                         | <u>ok</u>                                                              | <u>ok</u>                                                              |                                                                        |
| Catchment space                 | <u>ok</u>                                                                         | <u>N/A</u>                                                             | <u>N/A</u>                                                             |                                                                        |
| Operation                       |                                                                                   |                                                                        |                                                                        |                                                                        |
| Flame picture                   | <u>ok</u>                                                                         | <u>ok</u>                                                              | <u>ok</u>                                                              |                                                                        |
| Sooting/overheating             | <u>ok</u>                                                                         | <u>ok</u>                                                              | <u>ok</u>                                                              |                                                                        |
| Operating pressure              | <u>12</u>                                                                         | <u>20</u>                                                              | <u>20</u>                                                              |                                                                        |
| Heat Input                      | <u>-</u>                                                                          | <u>-</u>                                                               | <u>-</u>                                                               |                                                                        |
| Flue spillage test              | <u>N/A</u>                                                                        | <u>N/A</u>                                                             | <u>N/A</u>                                                             |                                                                        |
| Flame failure device            | <u>N/A</u>                                                                        | <u>N/A</u>                                                             | <u>N/A</u>                                                             |                                                                        |
| Additional checks (if required) |                                                                                   |                                                                        |                                                                        |                                                                        |
| Safe for use                    | Yes <input checked="" type="checkbox"/><br>No <input checked="" type="checkbox"/> | Yes <input checked="" type="checkbox"/><br>No <input type="checkbox"/> | Yes <input checked="" type="checkbox"/><br>No <input type="checkbox"/> | Yes <input checked="" type="checkbox"/><br>No <input type="checkbox"/> |

Installation Defects found, remedial action taken and comments

The above checks comply with regulation 36(9) of the Gas Safety Regulations (Installation & Use)

Has a Defective Installation Notice been issued? Yes ☐ No ☒

LANDLORD (Retain original copy for 2 years)

Name 21 Air

Address 15 LONGSIGHT RD

BURTON

BL0 9SL

Tel

## CARBON MONOXIDE

IF YOU FEEL DROWSY, DEVELOP HEADACHES OR NAUSEA WHEN A GAS APPLIANCE IS RUNNING IT MAY BE **CARBON MONOXIDE POISONING**. TURN THE APPLIANCE OFF IMMEDIATELY AND SEEK EXPERT HELP.

## GAS PIPEWORK

Correct materials? Yes ☒ No ☐

Correct sizing? Yes ☒ No ☐

Gas Tightness (Soundness) Test (if required)

0 mbar drop in 3 minutes

Pass ☒ Fail ☐

Yes ☒ No ☒

## EMERGENCY CONTROLS

Correct location/accessible? Yes ☒ No ☐

Correct controls fitted? Yes ☒ No ☐

Correct labels? Yes ☒ No ☐

Correct operation? Yes ☒ No ☐

YOUR ATTENTION IS DRAWN TO THE REVISED BUILDING REGULATIONS APPLICABLE TO THIS PROPERTY (SEE OVERLEAF)

Exhibit AB9

Tenancy Agreement Andres Alvarez

Andrew Blair

A handwritten signature in black ink, appearing to be 'A. Blair', followed by a long horizontal line and a small upward-pointing arrow.

PHOENIX PROPERTIES

ASSURED SHORTHOLD TENANCY AGREEMENT  
UNDER PART 1 OF THE HOUSING ACT 1988

THIS TENANCY AGREEMENT (dated 01/11/11 ) IS BETWEEN

Name and Address of  
Landlord: PHOENIX PROPERTIES  
15 Longsight Road  
Holcombe Brook  
Bury  
BL0 9SL

Name of Tenant/s: Andres Alvarez

Address:  
(the Premises') In respect of: 54 Kingsway, Manchester, M20 6ET

Date and start and end  
of tenancy: The Tenancy begins on 01/11/11... and is an assured  
shorthold tenancy which ends on  
30/06/12

## GENERAL TERMS

1. It is agreed as follows:

Payment for the Premises

(1) The Calendar monthly rent payment at the date of this Agreement shall be:

Rent - £290

DOES not Includes council tax, gas, electricity, water, tv license or internet.

(2) In the following Clauses of this Agreement the term 'Rent' refers to the sum of the charges specified in 1. (1) under the heading 'Total Payable.'

Notice under section 48 of the Landlord and Tenant Act 1987

(4) The Tenant is hereby notified that notices, (including notices in proceedings), must be served on the Landlord by the Tenant at the following address:

PHOENIX PROPERTIES

15 Longsight Road  
Holcombe Brook  
Bury  
BL0 9SL

Service of Notices:

(5) i. Notice is hereby given in accordance with Section 48 of the Landlord and Tenant Act 1987 that the address of Phoenix Properties for the receipt of legal notices, and any other communication arising from the Tenancy is:

PHOENIX PROPERTIES

15 Longsight Road  
Holcombe Brook  
Bury  
BL0 9SL

ii. Any notice served shall be sufficiently served if sent by ordinary post to the tenant at the property or left at the property addressed to the Tenant(s) or at the last known address of the Tenant

## Deposit

(6) (a) The tenant agrees to pay the deposit of one month rent (to be treated as per standard banking practices) to the Landlord, or the Landlords agent against dilapidations, or any other costs, charges or expenses or any losses incurred by the Landlord or the Landlords agent, which may be properly payable during the tenancy (but such deposit shall not limit the liability of the tenant) and without prejudice to all and every other remedy available to the Landlord or the Landlords agent shall be entitled to withdraw the whole or any part of the deposit towards the cost of meeting any outstanding amounts due to the Tenant and if the Landlord or the Landlords agent withdraws monies from the deposit, during the term of the tenancy, then the Tenant shall make good such withdrawal upon written notice from the Landlord or the Landlords agent.

(b) The deposit will be registered with a deposit protection agency. A fee of £20 is charged by the agency which is payable by the tenant and is non-refundable

## Miscellaneous Provisions

(7) a) The rent, or any instalment, or part of thereof shall be in arrears for at least fourteen days after the same shall become due, (whether legally demanded or not), or if there shall be any breach of the agreement by the Tenant, the Landlord may re-enter the property, (subject always to any statutory restrictions on the power to do so), and immediately thereupon the tenancy shall absolutely determine, without prejudice to the other rights and remedies of the Landlord.

b) The deposit will not accrue interest

c) The deposit will be protected in the authorised deposit protection scheme - My Deposits

d) Interest will accrue on late rent at the statutory rate of 8%.

e) Rent is due before or on the 1<sup>st</sup> of each month in advance. Non payment of rent by the due date by the Tenant will incur a charge of £10 per item for each day that the rent is overdue, including (but not excluding the generality of the forgoing) a standing order not being paid or a cheque being dishonoured

f) Where there is more than one person included in the expression 'the Tenant', covenants made will be deemed to be made jointly and severally

g) This tenancy is strictly conditional upon obtaining possession of the property from any tenant, occupier or owner advance of leaving to arrange an appointment to return all sets of keys, including alarm keys, window keys and door keys, on the final date of your tenancy or earlier. You will be charged for replacement if any keys are missing. You can be charged on a daily basis if keys are not returned by the correct date. Do not post keys through the property door or use the postal service to return keys.

## PHOENIX PROPERTIES OBLIGATIONS

### Possession:

1) To give the Tenant possession of the Premises at the commencement of the Tenancy.

### Tenant's right to occupy:

2) Not to interrupt or interfere with the Tenant's right peacefully to occupy the Premises except where:-

i) Access is required subject to reasonable notice to inspect the condition of the Premises or to carry out repairs or other works to the Premises or adjoining property; or

ii) Phoenix Properties is entitled to possession at the end of the tenancy

## THE TENANTS OBLIGATIONS

### 3. The Tenant agrees:-

#### Possession

1) To take possession of the Premises at the commencement of the Tenancy and not to part with possession of the Premises or sub-let the whole of it

#### Rent

2) To pay the Rent at all times and in the manner specified.

#### Use of Premises

3) To use the Premises for residential purposes as the Tenant's only or principal home and not to operate any business at the Premises. The Tenant also agrees not to use or allow persons visiting them to use the Premises for illegal or immoral purposes including but not restricted to selling or possessing illegal substances (drugs) or harbouring stolen goods or vehicles.

#### Nuisance

4) Neither to cause, nor to allow members of his or her household or visitors (including children), to cause, or likely to cause a nuisance or annoyance to other persons in the neighbourhood or to any tenant, agent or employee or contractor of the landlord.

#### Racial and other

5) Neither to commit, nor to allow members of his or her household or invited guests to commit, any harassment or threat of harassment that may interfere with the peace and comfort of, or cause offence to other persons in the neighbourhood or to any tenant, employee, agent or contractor of the landlord

#### Violence

6) Neither to commit, nor to allow members of his or her household or invited visitors to commit any violence or abuse, or threat of violence or abuse that may interfere with the peace and comfort of, or cause offence to other persons in the neighbourhood, employee, agent, or contractor of Phoenix Properties

## THE TENANTS OBLIGATIONS (Continued)

### Noise

7) Not to cause or allow any noise which might be a nuisance to neighbours or other Tenants or which can be heard outside the Premises.

### Pets

8) Dogs and other animals are not allowed in flats, with the exception of Guide Dogs for the Blind and Hearing dogs for the Deaf.

### Internal Decoration

#### 9) The tenant agrees to:-

a) Yield up the property at the end of the tenancy in a clean state and condition and make good and 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 and damage by fire excepted)

b) Leave furniture and effects at the end of the tenancy in the rooms or places in which they were at the beginning of the tenancy

c) Not fit locks on the bedroom doors

d) Provide keys for the property on or before 12.00 pm on the last day of the tenancy and proof of payment for final utility bills and service accounts (as per section 17 overleaf, 'Guidance Notes for Moving Out') within one month of the end of the tenancy, thereafter the deposit to be forfeit

e) Clean mould from walls and other surfaces regularly

### External Areas

10) The tenant agrees to keep external areas such as yards and gardens in good and tidy condition.

### Damage

#### 11) The tenant agrees to:-

a) Pay for all glass breakages and replacement of the same

b) Make arrangements for re-direction of mail with the postal service after the termination date.

c) Provide insurance for personal belongings and damage to the property however caused by the Tenants or associated parties of the Tenants negligence and permit the Landlord or the Landlord's agent to destroy any personal items belonging to the tenant if they are not removed from the premises on or before the termination date of the tenancy.

d) Take all reasonable precautions to prevent damage to the sewers, sanitary apparatus, water/waste pipes and the water system generally from freezing during the winter months and in the event of such damage caused by the tenant's failure to take such precautions the tenant shall forthwith and at the tenant's expense effect all such necessary repairs to reinstate the system into good working order.

### **Damage (continued)**

e) Pay the deposit (to be treated as per standard banking practices) to the Landlord, or the Landlords agent against dilapidations, or any other costs, charge's or expenses or any losses incurred by the Landlord or the Landlords agent, which may be properly payable during the tenancy (but such deposit shall not limit the liability of the tenant) and without prejudice to all and every other remedy available to the Landlord or the Landlords agent shall be entitled to withdraw the whole or any part of the deposit towards the cost of meeting any outstanding amounts due to the Tenant and if the Landlord or the Landlords agent withdraws monies from the deposit, during the term of the tenancy, then the Tenant shall make good such withdrawal upon written notice from the Landlord or the Landlords agent.

f) Pay to the Landlord and or the Landlords agent, on an indemnity basis, the whole of the costs and expenses to effect the appropriate remedial/repair works at any time during the term of the this agreement or within six months after it has ended, if the property is not kept and preserved in the condition required by this agreement then the Landlord or the Landlords agent to enter the premises and carry out such works in relation thereto and indemnify the Landlord or the Landlords agent in respect of abortive costs, whereby the Tenant fails to honour an agreed appointment made between the Tenant and the landlord's Contractor.

### **Repairs**

**12) The tenant agrees to:-**

Report all repairs at the property to the landlord or the landlord's agent by telephone as soon as they occur and in writing within 24 hours whether or not caused by the act, default or neglect of the tenant.

### **Access**

**13) The tenant agrees to:-**

a) Permit the Landlord or the Landlords agent at reasonable hours in the daytime to enter the property to view the state and condition thereof

b) Not assign, sublet or otherwise part with possession of the property

### **Roadways**

**14) The tenant agrees not to block local roadways and other vehicular access, and to keep them, and car parking spaces, clear of unroadworthy vehicles and other obstructions.**

### **Assignment of Assured Shorthold Tenancy**

**15) The tenant agrees not to assign the Tenancy**

### **Overcrowding**

**16) The tenant agrees to not allow more than the permitted number of persons to reside at the Premises.**

### **Lodgers and sub-letting**

**17) Taking in lodgers or subletting the property is not allowed at Premises without the written consent of the landlord.**

### **Paraffin & Calorgas**

**18) The tenant agrees not to use any paraffin or liquid gas stove or heater and not to store any inflammable substances at your home, garden, garage, shed or external store or any communal area.**

### **Insurance**

**19) The tenant agrees to provide insurance for personal belongings and damage to the property however caused by the Tenants or associated parties of the Tenants negligence and permit the Landlord or the Landlords agent to destroy any personal items belonging to the tenant if they are not removed from the premises on or before the termination date of the tenancy.**

### **Absence from Premises**

**20) The tenant agrees to inform the landlord, in writing and if possible in advance, if the Tenant is or expects to be absent from the Premises for 14 days or more.**

### **Ending the Tenancy**

**21) The tenancy ends on the date set out on the first page of this agreement**

### **Moving out**

**22) (a)**

b) The Landlords rights contained in the aforementioned clause (i) are in addition and not in substitution for, all other rights that he/she may have under this agreement, Common Law, Statute or otherwise.

c) The Tenant agrees that the Landlord or the Landlords agent will have no obligation to forward any mail.

d) It is essential that you take final meter readings for Gas and Electricity and advise the Council Tax department, United Utilities and Phone companies of the last day of your tenancy. Ask for a final bill to be sent to you as soon as possible

e) Keys must be returned to the Landlord or the Landlords agent at their address. Telephone or write to the Landlord or the Landlords agent

f) The Landlord or the Landlords agent will only return deposits provided receipts (i.e. final bills, having been stamped as paid) have been received for all the utility and Council Tax within one month of the expiry date of the tenancy, after which time such deposit(s) will forfeit by the tenant. You must also supply a forwarding address for the deposit to be sent to. The Landlord or the Landlords agent will conduct an inspection of cleanliness and condition, so **the property should be cleaned very thoroughly**. Pay particular attention to the oven, hob, grill, inside of the fridge/freezer, the stairs, under furniture, skirting boards, carpets, windows and frames, on top and inside of cupboards, floors and appliances. For a furnished dwelling, reasonable wear and tear is acceptable but any damage, uncleanness or unpaid bills will be deducted from the deposit taken at the start of the tenancy.

### Moving out (continued)

g) Make sure that the front and the back doors are locked correctly, all windows are closed (and locked if appropriate). If there are any defects with the locks report them immediately to the Landlord or the Landlords agent. If you have changed the alarm code, advise the Landlord or the Landlords agent. Make sure all taps are turned off, basins, sinks, and baths are unplugged and that all foodstuff is removed from the property

h) Remember that ONLY you can cancel your standing order with the bank. Please do not forget to do so.

### Misrepresentation

23) The tenant agrees to provide true and accurate information and details in relation to the Tenant's circumstances for the purpose of this Tenancy. The Tenancy is granted on the basis of such information and if false and inaccurate information is given by the Tenant to Phoenix Properties or by any party acting on behalf of the Tenant this will be a breach of Tenancy

### Inventory

24) Take all reasonable care of the listed communal items listed on the attached inventory

## THE TENANT'S RIGHTS

### 4. The Tenant has the following rights:-

#### Right to occupy

1) The tenant has the right to occupy the Premises without interruption or interference from Phoenix Properties for the duration of this Tenancy (except for the obligation contained in this Agreement to give access to the Landlord's employees or contractors), so long as the Tenant complies with the terms of this Agreement and has proper respect for the rights of other tenants and other persons in the neighbourhood.

#### Tenure whilst an Assured Shorthold Tenancy

2) The landlord lets and the tenant takes the property for the term at the rent payable above. This agreement creates an assured shorthold tenancy within part 1 Chapter II of the Housing Act 1988 and the provisions for the recovery of possession by the Landlord therein apply accordingly save where the landlord serves a notice under paragraph 2 of Schedule 2a to that Act.

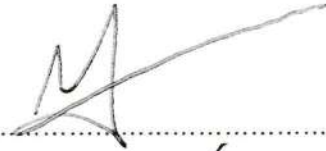
Signed by the Landlord:



Printed name of signatory:

ANDREW BLAIR

Signed by tenant(s)



Printed name...

ANDRÉS ÁLVAREZ

Date:

1/11/11

### Moving out (continued)

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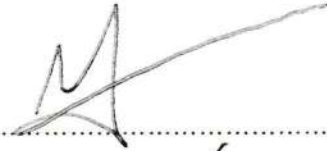
Signed by the Landlord:



Printed name of signatory:

ANDREW BAIR

Signed by tenant(s)



Printed name...

ANDRÉS ÁLVAREZ

Date:

1/11/11