

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

I Andrew Nicholas Blair do solemnly and sincerely declare that:

1. I purchased 4 Lancing Avenue (the Property) in 2004 in partnership with two other persons as shown by the Official Copy of Register Entries (edition date 2 April 2004) (Exhibit AB1). The partnership ended in 2006, at which time a Trust Deed was drawn up for the Property to be transferred to me after the early redemption period of the mortgage ended. Land Registry records demonstrate that it was placed in my sole name on 16 November 2017.
2. I have managed the rental of the Property to tenants from 2004 until the present date.
3. Apart from a short period in 2009, when the Property was being refurbished for future multiple tenants to occupy and only had one occupant, the Property has been used continuously as a small HMO from 2004 to the present date.
4. The Property is let to four tenants who are unrelated and do not live as a single household. 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.
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 Marielle Osmont, Emily Servante, Chris Brunger, and Akintunde Ibrahim. All four of these tenants were in occupation of the Property on 7 October 2011 and remained for some time after the Article 4 Direction came into force.

Marielle Osmont

7. There is a chain of e-mails (Exhibit AB2) with the final e-mail dated 21 May 2011. This talks about the tenancy start date being the 13th of the month. The Deposit Protection Certificate (Exhibit AB3) shows that the AST started on 13 July 2011 and was for a fixed term of six months, after which it became a monthly periodic tenancy. There is a further chain of e-mails with Marielle Osmont (Exhibit AB4) with the final e-

mail dated 1 October 2012. This chain shows that the end of the tenancy was to be to 20 October 2012.

8. The exhibits referred to in paragraph 7 above evidence that Marielle Osmont was a tenant of the Property from 13 July 2011 to 20 October 2012.

#### Emily Servante

9. There is a chain of e-mails (Exhibit AB5) with the final e-mail dated 9 September 2011. This chain of e-mails confirms Emily Servante is moving in to the Property. The Deposit Protection Certificate (Exhibit AB6) shows the AST started on 28 August 2011 and was for a fixed term of six months, after which it became a monthly periodic tenancy. There is an e-mail to Emily Servante dated 3 May 2012 (Exhibit AB7) regarding late rent. This e-mail shows that on 3 May 2012 Emily Servante was still a tenant at the Property. My records show that Emily Servante's tenancy ended on 30 September 2012.
10. The exhibits referred to in paragraph 9 above evidence that Emily Servante was a tenant at the Property from 28 August 2011 to at least 3 May 2012.

#### Chris Brunger

11. There is an e-mail to Chris Brunger dated 5 May 2011 (Exhibit AB8). This states that the tenancy starts from 26 June (being June 2011). The Deposit Protection Certificate (Exhibit AB9) shows the AST started on 27 June 2011 and was for a fixed term of six months, after which it became a monthly periodic tenancy. There is a chain of e-mails dated 12 June 2012 (Exhibit AB10) in which Chris Brunger states that he is moving out on 2 July (being July 2012). My records show that Chris Brunger's tenancy ended on 12 July 2012.
12. The exhibits referred to in paragraph 11 above evidence that Chris Brunger was a tenant at the Property from 27 June 2011 to 2 July 2012.

#### Akintunde Ibrahim

13. There is an e-mail to Akintunde Ibrahim (Exhibit AB11) dated 22 December 2010. This email concerns the tenancy contract and shows that Akintunde Ibrahim became a tenant of the Property in December 2010. There is a further chain of e-mails with Akintunde Ibrahim (Exhibit AB12). This chain contains an e-mail sent on 10 June 2012 from Akintunde Ibrahim in which he states that the rent was transferred on 28

May (being May 2012). This shows that Akintunde Ibrahim was a tenant of the Property on 28 May 2012. The rent deposit receipt and supporting email confirming receipt of the deposit (Exhibit AB13) dated 24 December 2010 shows the deposit paid by Akintunde Ibrahim at the start of his tenancy. My records show that Akintunde Ibrahim was a resident of the Property from 24 December 2010 to 31 July 2012.

14. The exhibits referred to in paragraph 13 above evidence that Akintunde Ibrahim was a resident at the Property from 24 December 2010 to at least 10 June 2012.

15. From on and before 7 October 2011 to the present day the Property has been lawfully used as a small HMO and continued to be rented to four individuals who do not live as a single household.

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:.....

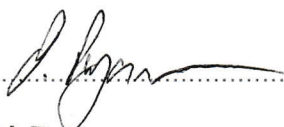


Declared at John Poyser Solicitors

On *15th* May 2020

Before me:

Signed ..... Commissioner for Oaths



**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 (edition date 2 April 2004)

*This is the exhibit referred to in the statement of Andrew Meadows dated 15 May 2020.*

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

*15/5/2020*

## OFFICIAL COPY OF REGISTER ENTRIES

This official copy shows the entries subsisting on the register on **2 April 2004 at 14:47:55**.  
**This date must be quoted as the 'search from date' in any official search application based on this copy.**

Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.

Issued on 2 April 2004.

This title is dealt with by **Lytham District Land Registry**.

## Land Registry

Title Number : **GM947066**

Edition Date : 2 April 2004

### A: Property Register

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

GREATER MANCHESTER : MANCHESTER

1. (27 November 2003) The **Freehold** land shown edged with red on the plan of the above title filed at the Registry and being 4 Lancing Avenue, Didsbury, Manchester (M20 6ET).
2. (27 November 2003) The mines and minerals together with ancillary powers of working are excepted with provision for compensation in the event of damage caused thereby.
3. (27 November 2003) The Conveyance dated 27 April 1910 referred to in the Charges Register contains the following provision:-

"PROVISO that the enjoyment by said A. Hollows of access and use of light and air to any buildings on said land and the use of gutters spouts or other projections projecting over land of said R. Hollows should at all times as against said R. Hollows his executors and assigns be deemed to be enjoyed by consent to the intent that said A. Hollows should not acquire any easement or right in respect thereof".

### 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. (2 April 2004) **PROPRIETOR:** ANDREW NICHOLAS BLAIR, STUART RICHARD WOOLMAN and JONATHAN LEE PRYERS of 12 Brooklands Avenue, West Didsbury, Manchester M20 1JE.

## B: Proprietorship Register continued

2. (2 April 2004) The price stated to have been paid on 2 March 2004 was £140,001.
  3. (2 April 2004) **RESTRICTION:** No disposition by a sole proprietor of the registered estate (except a trust corporation) under which capital money arises is to be registered unless authorised by an order of the court.
  4. (2 April 2004) The Transfer to the proprietor contains a covenant to observe and perform the covenants referred to in the Charges Register and of indemnity in respect thereof. .
  5. (2 April 2004) **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 2 March 2004 in favour of Davenham Trust PLC or, if appropriate, signed on such proprietors behalf by its secretary or conveyancer, referred to in the Charges Register.
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## C: Charges Register

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

1. (27 November 2003) A Conveyance of the land in this title and other land dated 27 April 1910 made between (1) Robert Hollows and (2) Arthur Hollows contains the following covenants:-  
  
"COVENANTS by the said Arthur Hollows .....  
to leave open and unbuilt upon so much of said land as forms part of Lancaster Avenue..... r permit or suffer to be used exercised or carried on in or upon said plot of land any Trade or business whatsoever or any building to be used except as dwellinghouses".  
  
NOTE1: Lancaster Avenue is now known as Lancing Avenue.
  2. (2 April 2004) **REGISTERED CHARGE** dated 2 March 2004.
  3. (2 April 2004) **PROPRIETOR:** DAVENHAM TRUST PLC (Co Regn No 1644925) of 8 St John Street, Manchester M3 4DU.
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END OF REGISTER

*NOTE: The date at the beginning of an entry is the date on which the entry was made in the Register.*

Exhibit AB2

Osmont Occupation Start Date

Given in this Exhibit Referred to in this Affidavit of  
Andrew Nicholas Brown dated 15 May 2020

  
16/05/2020

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

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**From:** andrew blair  
**Sent:** 21 May 2011 14:50  
**To:** marielle\_osmont@hotmail.com  
**Subject:** RE: Tenancy Agreement

Marielle

We can pro rata the rent payment for the 1st month so the initial rent payment will be £178. We can then start with full rent payments which will be due by the 1st of the month. Hope this is OK

ANdrew

---

From: [marielle\\_osmont@hotmail.com](mailto:marielle_osmont@hotmail.com)  
To: [blair1210@hotmail.com](mailto:blair1210@hotmail.com)  
Subject: RE: Tenancy Agreement  
Date: Sat, 21 May 2011 13:31:27 +0000

Hi Andrew,

I have had a read through of the contract, and the date for payment of the rent is the first of the month - just wanted to check whether that is when you want it paid, as the tenancy start date is the 13th?

Otherwise looks great, will get on with printing and signing etc.

Marielle

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From: [blair1210@hotmail.com](mailto:blair1210@hotmail.com)  
To: [marielle\\_osmont@hotmail.com](mailto:marielle_osmont@hotmail.com)  
Subject: Tenancy Agreement  
Date: Sat, 21 May 2011 12:46:01 +0000

Hi Marielle

Great news you're taking the room.

I've attached the tenancy agreement. Please check you're happy with it, print and sign two copies and send one to me along with a completed copy of the personal information form. If there's something that's not clear or you spot an error, please let me know.

I can see your deposit has arrived in our account so I'll also send two hard copies of the deposit protection certificate. Please return a signed copy to me with the other documents.

Once we've completed all this, that's it until the start of tenancy when we can sort out inventories, rent payments and keys.

All the best  
Andrew

Exhibit AB3

Osmont DPS Certificate

This is the exhibit referred to in the witness statement  
of Andrew Newman dated 15 May 2020

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

  
15/05/2020

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:

|                                         |                                                          |                              |                                                                                                     |
|-----------------------------------------|----------------------------------------------------------|------------------------------|-----------------------------------------------------------------------------------------------------|
| Certificate Number:                     | DPC01169828                                              | Amount of Deposit Protected: | £285.00                                                                                             |
| Property Address:                       | 4 Lancing Avenue, Manchester, M 20 6ET                   |                              |                                                                                                     |
| Landlord/Agent:                         | Mr Andrew Blair<br>15 Longsight Road<br>Bury<br>BL 0 9SL | Tenant:                      | Ms Marielle Osmont<br>21 Maufant Vineries, La Route De Maufant<br>St. Saviour<br>Jersey<br>JE 2 7JY |
| Other Tenants:                          | Not Applicable                                           | Interested Party:            | Not Applicable                                                                                      |
| Date Deposit Collected from the Tenant: | 21 May 2011                                              | Period of Protection:        | 27 May 2011<br>until three months from the date you vacated the property.                           |
| Start Date of Fixed Term AST:           | 13 July 2011                                             | End Date of Fixed Term AST:  | 12 January 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 AB4

Osmont Occupation End Date

THIS IS THE EXHIBIT REFERENCE TO THE DATED ORDER  
OF ANDREW MICHAEL'S BAIL ORDER 15 MAR 2020

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

17/05/2020

**From:** Marielle Osmont  
**Sent:** 01 October 2012 22:04  
**To:** blair1210@hotmail.com  
**Subject:** RE: Moving Out

Hi Andrew,

Please can we make it the 20th. The letter was sent as well as I wasn't sure when you'd see the email.

Thanks,

Marielle

---

From: [blair1210@hotmail.com](mailto:blair1210@hotmail.com)  
To: [marielle\\_osmont@hotmail.com](mailto:marielle_osmont@hotmail.com)  
Subject: Re: Moving Out  
Date: Mon, 1 Oct 2012 20:15:44 +0100

Hi Marielle

It's calculated pro-rata:

$285 \times 12 = \text{£}3420$  rent per annum  
 $3420 / 365 = \text{£}9.37$  per day.

Your text said you wanted to move on the 20th, but your letter said the 24th. Please can you confirm which is the correct date.

If you move on the 20th the rent will be £187.39, if you move on the 24th it will be £224.87.

I see the full amount of rent was received today so once you let me know which date is correct I will return the balance to you.

Kind regards  
Andrew

**From:** [Marielle Osmont](#)  
**Sent:** Tuesday, September 25, 2012 3:45 PM  
**To:** [Andrew Blair](#)  
**Subject:** RE: Moving Out

Hi Andrew,  
Just want to check what the last month's rent is going to be?

---

From: [blair1210@hotmail.com](mailto:blair1210@hotmail.com)  
To: [marielle\\_osmont@hotmail.com](mailto:marielle_osmont@hotmail.com)  
Subject: Re: Moving Out  
Date: Mon, 24 Sep 2012 08:04:05 +0100

Hi Marielle

It's no problem to use me as a reference. I'm very happy to recommend you as a tenant.

Kind regards  
Andrew

**From:** [Marielle Osmont](mailto:Marielle_Osmont)  
**Sent:** Sunday, September 23, 2012 8:09 AM  
**To:** [blair1210@hotmail.com](mailto:blair1210@hotmail.com)  
**Subject:** RE: Moving Out

Thanks Andrew,  
I have also sent a letter to the address in the contract.

Would it be ok to put you as a reference for the new place?

Many thanks,

Marielle

---

From: [blair1210@hotmail.com](mailto:blair1210@hotmail.com)  
To: [marielle\\_osmont@hotmail.com](mailto:marielle_osmont@hotmail.com)  
Subject: Re: Moving Out  
Date: Sat, 22 Sep 2012 20:02:51 +0100

Hi Marielle

This is fine as your notice. The end of your tenancy will be October 20.

Kind regards  
Andrew

**From:** [Marielle Osmont](mailto:Marielle_Osmont)  
**Sent:** Friday, September 21, 2012 10:28 AM

**To:** [Andrew Blair](#)  
**Subject:** Moving Out

Hi Andrew,

I have found a new place to live and would like to give you my months notice. Please can you let me know asap which is the method you want the notice given. Do you want it in a letter? Or is email sufficient?

Many thanks,

Marielle

Exhibit AB5

Servante Occupation Start Date

THIS IS THE EXHIBIT REFERRED TO IN THE <sup>STANDARD DECLARATION</sup> ~~STANDARD~~ OF  
ROBERTSON NICHOLSON ~~DECLARATION~~ DATED 15 MAY 2020.

JOHN POYSER SOLICITORS  
5A HIGH LANE, CHORLTON  
MANCHESTER M21 9DJ  
TEL: 0161 860 7354  
FAX: 0161 362 3580

*[Signature]*  
15/05/2020

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**From:** andrew blair  
**Sent:** 09 September 2011 16:54  
**To:** emily.servante@hotmail.co.uk  
**Subject:** RE: 4 Lancing Avenue

Hi Emily

Please find attached your deposit protection certificate along with the 'information for tenants' document I am required to provide you with. We'll need to sign and exchange copies of the certificate. Perhaps you could send copies with the contract?

We will need to agree an inventory but I will need to draw a new one up as the current one is a little out of date. I'll aim to get this sorted within the next week or so.

Kind regards  
Andrew

---

From: [emily.servante@hotmail.co.uk](mailto:emily.servante@hotmail.co.uk)  
To: [blair1210@hotmail.com](mailto:blair1210@hotmail.com)  
Subject: RE: 4 Lancing Avenue  
Date: Thu, 8 Sep 2011 14:11:05 +0100

Hi Andrew,

Just to check, I sent the other documents to the address in Bury on the contracts? I'll attach the bond doc but I haven't done the contracts yet because I thought you just wanted this for now but I will do them asap when I can get into uni to print them off. Also there's a few things need doing in the house like the hot tap in the kitchen and also the bathroom window doesn't close. It's ok at the moment but it's going to get mighty cold soon! Hope that's ok,

Best wishes,

Emily

---

From: [blair1210@hotmail.com](mailto:blair1210@hotmail.com)  
To: [emily.servante@hotmail.co.uk](mailto:emily.servante@hotmail.co.uk)  
Subject: RE: 4 Lancing Avenue  
Date: Tue, 6 Sep 2011 18:48:22 +0000

Hi Emily

We didn't receive the paperwork. I'm sorry but I'll need to trouble you to redo it.

Would you mind electronically completing the attached personal info document and sending it back by email. I'd appreciate it if you could do this ASAP as we only have a few more days left to protect your deposit.

We can try again to exchange contracts by post. The odds are against them going astray for a second time.

Thanks very much

Kind regards  
Andrew

---

From: [emily.servante@hotmail.co.uk](mailto:emily.servante@hotmail.co.uk)  
To: [blair1210@hotmail.com](mailto:blair1210@hotmail.com)  
Subject: RE: 4 Lancing Avenue  
Date: Mon, 22 Aug 2011 16:32:10 +0100

Hi Andrew,

Just sent the paperwork back off to you. Was just wondering if you could provide me with an inventory so I know what to bring i.e. quilt, crockery etc? Many thanks,

Best wishes,

Emily

---

From: [blair1210@hotmail.com](mailto:blair1210@hotmail.com)  
To: [emily.servante@hotmail.co.uk](mailto:emily.servante@hotmail.co.uk)  
Subject: 4 Lancing Avenue  
Date: Fri, 19 Aug 2011 18:08:28 +0000

Hi Emily

I'm very happy that you're taking the room. Thanks again for sending over the deposit.

I've attached a copy of the contract. We'll both need to sign two copies. Feel free to print them out and post them (signed) to the address on the front and I'll sign them and send one back. Alternatively we can sign and exchange when you move in.

Also attached is a form which I'd be grateful if you could complete with information about yourself. Please complete this electronically and email it back to us.

When we receive the information form back, we'll be able to protect your deposit and we'll email a copy of the certificate to you.

Please let me know if you have any questions about anything.

Kind regards  
Andrew

Exhibit AB6

Servante DPS Certificate

*Given in final Exhibit Referrals to in this final order of  
Andrew Nicholas Blair dated 15 May 2020*

**JOHN POYSER SOLICITORS** *15/05/2020*  
5A HIGH LANE, CHORLTON  
MANCHESTER M21 9DJ  
TEL: 0161 860 7354  
FAX: 0161 862 9580

# 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:

|                                         |                                                          |                              |                                                                                 |
|-----------------------------------------|----------------------------------------------------------|------------------------------|---------------------------------------------------------------------------------|
| Certificate Number:                     | DPC01277321                                              | Amount of Deposit Protected: | £285.00                                                                         |
| Property Address:                       | 4 Lancing Avenue, Manchester, M 20 6ET                   |                              |                                                                                 |
| Landlord/Agent:                         | Mr Andrew Blair<br>15 Longsight Road<br>Bury<br>BL 0 9SL | Tenant:                      | Miss Emily Servante<br>4 Yew Tree Cottages<br>Kingstone<br>Hereford<br>HR 2 9HG |
| Other Tenants:                          | Not Applicable                                           | Interested Party:            | Not Applicable                                                                  |
| Date Deposit Collected from the Tenant: | 29 August 2011                                           | Period of Protection:        | 09 September 2011<br>until three months from the date you vacated the property. |
| Start Date of Fixed Term AST:           | 28 August 2011                                           | End Date of Fixed Term AST:  | 26 February 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

Servante in Occupation

*Notes in my file in relation to the above mentioned or  
Anthon Williams have been taken in May 2020*

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

*[Signature]*  
*15/05/2020*

---

**From:** Andrew Blair  
**Sent:** 03 May 2012 14:21  
**To:** emily.servante@hotmail.co.uk  
**Subject:** May Rent

Hi Emily

Just a gentle reminder that May's rent is due.

Also, I'll be round on Tuesday to finish the tiling/painting.

Many thanks  
Andrew

Exhibit AB8

Brunger Occupation Start Date

*This is the exhibit referred to in the original declaration of  
Andrew Nicholas Brunger dated 15 May 2020*

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

*[Signature]*  
*15/05/2020*

**From:** andrew blair  
**Sent:** 05 May 2011 23:56  
**To:** chrisbrunger@hotmail.co.uk  
**Subject:** Tenancy Agreement

Chris

Great news that your taking the room.

I've attached a copy of the contract, along with a form to complete with your personal information. If you are happy with the contract, I'll send you two signed copies. You'll need to sign them both and return one to me, along with the personal info form.

As we discussed, the deposit of £245 secures the room for you, plus an additional £20 to cover the cost of protecting the deposit. Once I've protected the deposit, I'll send you two copies of the certificate - one for you to keep, the other to sign and return.

I've started the tenancy from June 26 whih is when Elodie & Pauline move out.

Our bank details are as follows:

Account Name - Andrew Blair

Bank - HSBC

Sort Code - 40 32 26

Account Number - 31403109

That covers everything for now. Please let me know if you have any questions about anything.

All the best

Andrew

Exhibit AB9

Brunger DPS Certificate

*Given in and to the effect of the order of the High Court of Justice of  
Andrew Williams made Order 15/05/2020*

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

*[Signature]*  
*15 MAY 2020*

# Deposit Protection Certificate

This Certificate confirms that your landlord/agent has protected your deposit with my|deposits, a government authorised 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 30 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.
- IF YOU HAVE PAID YOUR DEPOSIT TO AN AGENT YOU MAY WANT TO CHECK THIS**

## Section 2 – Details of the Protected Deposit:

|                                         |                                                                                                                                                                |                              |                                                                                                     |
|-----------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------|-----------------------------------------------------------------------------------------------------|
| Certificate Number:                     | DPC01169827                                                                                                                                                    | Amount of Deposit Protected: | £245.00                                                                                             |
| Property Address:                       | 4 Lancing Avenue, Manchester, M 20 6ET                                                                                                                         |                              |                                                                                                     |
| Landlord/Agent:                         | Mr Andrew Blair<br>G.17, Flint Glass Wharf<br>35 Radium Street<br>Manchester<br>M 4 6AT<br>Telephone: 07557 858 552<br>Email: andrew@andrewblairproperties.com | Tenant:                      | Mr Chris Brunger<br>TF 03 09 Owens Park<br>293 Wilmslow Road<br>Fallowfield, Manchester<br>M 14 6HD |
| Other Tenants:                          | Not Applicable                                                                                                                                                 | Interested Party:            | Not Applicable                                                                                      |
| Date Deposit Collected from the Tenant: | 16 May 2011                                                                                                                                                    | Period of Protection:        | 27 May 2011<br>until three months from the date you vacated the property.                           |
| Start Date of Fixed Term AST:           | 27 June 2011                                                                                                                                                   | End Date of Fixed Term AST:  | 26 December 2011                                                                                    |
| Landlord/Agent                          | <hr/>                                                                                                                                                          |                              |                                                                                                     |
| Tenant/Lead Tenant                      | <hr/>                                                                                                                                                          |                              |                                                                                                     |
|                                         | 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.

mydeposits 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 30 days of receiving the deposit from you. mydeposits cannot 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 30 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 mydeposits 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.                                                                                                                                                                                                         | mydeposits is administered by HFIS plc, T/A Hamilton Fraser Insurance (The Scheme Administrator). mydeposits, Premiere House, Elstree Way, Borehamwood, Hertfordshire, WD6 1JH. Tel 0333 321 9401 • 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 for 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 for 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 mydeposits to raise a possible deposit dispute on 0333 321 9401 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 for 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 for 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;                                                                                                                                                                                                                                                                                 | Unless protected under an Agent - the AST should contain the Landlords details.                                                                                                                                                                                                          |
| (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 mydeposits 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;                                                                                                                                                                                                                                                | * mydeposits cannot assist here - 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;                                                                                                                                                                                | * mydeposits cannot assist here - 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.                                                                                                                                        | * mydeposits cannot assist here - 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 mydeposits 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 AB10

Brunger Occupation End Date

*Given in this Exhibit referred to in this document/occupation of  
ANDREW NICHOLAS BRUNGER 15 Nov 2020*

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

*[Signature]*  
*15 Nov 2020*

**From:** Andrew Blair  
**Sent:** 12 June 2012 18:21  
**To:** Chris Brunger  
**Subject:** Re: 4 Lancing avenue

Hi Chris

This is the first I know about it! To be fair, this only leaves us three weeks to find a new tenant. You will know from your contract that one month's notice is required in writing, not by phone or text.

This means the contract should finish on July 12th, not July 2nd. I'm sorry I can't be easygoing about this but we insist on written notification so as to avoid these kinds of breakdowns in communication. However, we will advertise the room and will try to find a tenant to move in for July 2nd.

My number is 07557 858552 if you want to check against what you have.

Kind regards  
Andrew

**From:** [Chris Brunger](#)  
**Sent:** Tuesday, June 12, 2012 7:10 AM  
**To:** [blair1210@hotmail.com](mailto:blair1210@hotmail.com)  
**Subject:** RE: 4 Lancing avenue

Hi Andrew

Just wanted to check that you have received my texts and voicemail with regards to moving out on the 2nd July?

Regards

Chris Brunger

Exhibit AB11

Ibrahim Occupation Start Date

Given in this exhibit is a copy of the Ibrahim Declaration of  
Andrew Nicholas Malik Dated 15 May 2020

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

  
15 May 2020

---

**From:** andrew blair  
**Sent:** 22 December 2010 23:48  
**To:** arkinsees@yahoo.com  
**Subject:** Contract

Hi Tunde

Please find attached copy of the contract. I've also attached a form I will need you to complete with information about yourself. Please can you also bring your passport and a copy of the photo page if you have chance to get one.

If you can print and complete the information sheet that would be useful. Don't worry if you can't as I'll bring a copy for when we meet, along with two copies of the contract.

The room is £255 per month excluding bills. The £255 deposit plus the rent for January will need to be paid in advance, preferably in cash. I will provide you with a receipt for this. Rent is due either before on the 1st of the month.

On reflection, it might be better if we can meet on Thursday evening or Friday lunchtime. I'll call you tomorrow (Thursday) to check if this is convenient for you.

Thanks!

Andrew

Exhibit AB12

Ibrahim in Occupation

*This is the Exhibit of Andrew Nicholas Bair returned to in  
the Affidavit Declaration dated 15 May 2020*

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

*[Signature]*  
*15 May 2020*

---

**From:** Andrew Blair  
**Sent:** 10 June 2012 19:24  
**To:** arkinses@yahoo.com  
**Subject:** Re: June Rent

Found it. Thanks very much  
Andrew

**From:** [arkinses@yahoo.com](mailto:arkinses@yahoo.com)  
**Sent:** Sunday, June 10, 2012 6:50 PM  
**To:** [Andrew Blair](#)  
**Subject:** Re: June Rent

Hi Andrew, I did the transfer on the 28th of May  
Sent using BlackBerry® from Orange

---

**From:** "Andrew Blair" <[blair1210@hotmail.com](mailto:blair1210@hotmail.com)>  
**Date:** Sun, 10 Jun 2012 18:45:04 +0100  
**To:** Akintunde Ibraheem<[arkinses@yahoo.com](mailto:arkinses@yahoo.com)>  
**Subject:** June Rent

Hi Tunde

I've not been able to locate your payment for June. Please can you help me by letting me know the date the money left your account?

Many thanks  
Andrew

Exhibit AB13

Rent Deposit Receipt and Supporting Email

*This is the Exhibit referred to in the witness statement of Andrew McNamara dated 15 May 2020.*

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

*[Signature]*  
*15 May 2020*



## Receipt

|                                                                                                                       |         |
|-----------------------------------------------------------------------------------------------------------------------|---------|
| <p>£255.00 cash for deposit on room at 4 Lancing Avenue, Manchester, M20 6ET</p> <p>Received with thanks 24/12/10</p> |         |
|                                                                                                                       | £255.00 |

Filename: receipt  
Directory: C:\Users\Karen\Documents  
Template: C:\Users\Karen\AppData\Roaming\Microsoft\Templates\Normal.dotm  
Title: Phoenix Properties  
Subject:  
Author: Andrew  
Keywords:  
Comments:  
Creation Date: 15/04/2008 19:23:00  
Change Number: 8  
Last Saved On: 29/12/2010 13:06:00  
Last Saved By: Karen  
Total Editing Time: 583 Minutes  
Last Printed On: 29/12/2010 15:22:00  
As of Last Complete Printing  
Number of Pages: 1  
Number of Words: 37 (approx.)  
Number of Characters: 213 (approx.)

---

**From:** andrew blair  
**Sent:** 29 December 2010 17:17  
**To:** arkinsees@yahoo.com  
**Subject:** RE: Receipt

Hi Tunde

Thanks for the acknowledgement. Your suggestion of the bank transfer might be the best way to go. I bank with HSBC. My sort code is 40 31 20 and my account number is 31403109.

Cheers, Andrew

---

Subject: Re: Receipt  
To: blair1210@hotmail.com  
From: arkinsees@yahoo.com  
Date: Wed, 29 Dec 2010 15:31:41 +0000

Hi Andrew,

My flight was rather long and tiring and I'm still resting off the lag but I made it in one piece.

This confirms receipt of your email. As I earlier said, I'll have the rent for January available soon as I'm back in manchester. Alternatively, I can make a transfer from here to you as I get paid tomorrow.

Kind Regards,  
Tunde Sent using BlackBerry® from Orange

---

**From:** andrew blair <blair1210@hotmail.com>  
**Date:** Wed, 29 Dec 2010 15:23:32 +0000  
**To:** <arkinsees@yahoo.com>  
**Subject:** Receipt

Hi Tunde

I hope you had a good journey and enjoyable Christmas.

Sorry I'm only sending this now, but here's the receipt for the deposit you paid on Christmas eve.

All the best  
Andrew

