

STATEMENT OF TRUTH

This Statement of Truth is made by **DAVID JAMES GAVIN** and **TERESA JOY GAVIN** both of Wood Cottage, Felindre, Knighton, Powys LD7 1YR.

1. We bought 9/11 Egerton Crescent, Withington M20 4PN in May 1989.
2. This is a residential house which was originally built as the Post Office for Withington so has a small retail shop at the front of the property.
3. We lived there with our children until we moved to Wales in 2004 which is when we rented out the house, the front of the property has always been used as a shop and more recently as a cafe.
4. I have an Assured Shorthold Tenancy Agreement's going back from March 2010 to the Agreement that is in place now.
5. I hereby attached the first two pages of an Assured Shorthold Tenancy Agreement from March 2010 and May 2012 to help prove that the property was rented prior to and after 8th October 2011 and we have full tenancy agreements going forward to the present day to prove continuous use as a rented residential property which is marked as 'DJG1'.
6. I hereby attach a copy of the profit & loss account for our rental property business for the year ending September 2012 which indicates the rents received during 2011 & 2012 plus a list of the rental properties we owned at that time and marked 'DJG2', which I believe indicates that the rents received could not have been achieved if No9/11 was not being rented out.
7. I hereby attach a page from my hand written rent book which shows the amount of rents paid in October 2011 but more than that authenticity and marked 'DJG3'.

I believe that the facts and matters contained in this statement are true

Signed David James Gavin

David James Gavin

Dated 11 April 2023

Signed Teresa Joy Gavin

Teresa Joy Gavin

Dated 11th April 2023

DJ91

our copy.

3/2010

SILVER
N°11



NORTH WEST

Landlords' Association Ltd

Member of the National Federation of Residential Landlords

This is a legally binding document. Sign it only after you have read it, and after taking independent legal advice if you wish.

This agreement is subject to manuscript amendment following negotiation between a particular landlord and a particular tenant as regards a particular property. Such amendments will be signed or initialled by the parties prior to the grant of the tenancy.

ASSURED SHORTHOLD AGREEMENT

Under Part 1 of the Housing Act 1988
As amended under Part 3 of the Housing Act 1996

Date of Agreement 8th MARCH 2010

Name of Landlord DAVID & TESSA GAVIN

Names of Tenants AIDAN SILVER

Property Address 11 ERIERTON CRESCENT WITHINGTON MANCHESTER
M20 4 PN

Name and Address of Guarantor

Rent £ 295

Every calendar month /4 weeks
(delete as appropriate)

1st Payment due date 8th MARCH 2010

The rent must be paid in advance

A. THIS AGREEMENT

1. This agreement is an assured shorthold tenancy (as defined in section 19A of the Housing Act 1996). The arrangements in section 21 of the Housing Act 1988 for the landlord to repossess the property apply to this agreement.
2. The Landlords agrees to let out the property at: 11 EGERTON CRESCENT WITHINGTON
MANCHESTER M10 4PN

to you (individually ~~and together~~) as well as any furniture, fixtures and household belongings that are on the list that you have signed. The amount of rent is shown on the previous page and both you and we must keep to the terms below.

3. You have the property and furniture for 6 MONTHS
from 8th MARCH 2010 to 11 am on 8th SEPTEMBER 2010

If, at the end of this time, neither of us has given the other notice to end the tenancy, (at least 2 months by the Landlord and 1 by the tenant), it will carry on from month to month until one of us does give notice. The notice must be given on a rent day and in writing.

4. We will let the property to you (individually and together) and only
THE OTHER TENANTS will be allowed to live there.
5. No children are allowed to live in the property without the landlord's written permission, which will not be unreasonable withheld.
6. No animals are allowed to live in the property without the landlord's written permission, which will not be unreasonable withheld.
7. No interest will be payable to the tenant by the landlord in respect of the deposit.
8. Subject to any relevant provisions of the Tenancy Deposit Scheme Rules, the landlord shall be entitled to claim from the deposit the reasonable cost of any repairs or damage to the property or its contents caused by the tenant (including any damage caused by the tenant's family and visitors) and for any other financial losses suffered by the landlord as a result of the tenant's breach of these terms and conditions, provided the sum claimed by the landlord is reasonably incurred and is reasonable in amount. The landlord is not entitled to claim in respect of any damage to the property or its contents which is due to

OWENS

'Our copy'

Nº 11

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ASSURED SHORTHOLD AGREEMENT

Under Part 1 of the Housing Act 1988
As amended under Part 3 of the Housing Act 1996

Date of Agreement 1st MAY 2011

Name of Landlord DAVID & TESSA GAVIN

Names of Tenants IAIN OWENS

Property Address NO 11 EGERTON CRESCENT
WITHINGTON
MANCHESTER
M20 4PN.

Name and Address of Guarantor

Deposit paid 6th April 2011 £ 370.

Rent £ 295

Every calendar month / ~~4 weeks~~
(delete as appropriate)

1st Payment due date 1st MAY 2011

The rent must be paid in advance

A. THIS AGREEMENT

1. This agreement is an assured shorthold tenancy (as defined in section 19A of the Housing Act 1996). The arrangements in section 21 of the Housing Act 1988 for the landlord to repossess the property apply to this agreement.
2. The Landlords agrees to let out the property at: 11 Egerton Crescent Withington
Manchester M20 4PN

to you (individually and together) as well as any furniture, fixtures and household belongings that are on the list that you have signed. The amount of rent is shown on the previous page and both you and we must keep to the terms below.

3. You have the property and furniture for 6 months.

from 1st May 2011 to 11 am on 31st October 2011

If, at the end of this time, neither of us has given the other notice to end the tenancy, (at least 2 months by the Landlord and 1 by the tenant), it will carry on from month to month until one of us does give notice. The notice must be given on a rent day and in writing.

4. We will let the property to you (individually and together) and only the other tenants
will be allowed to live there.

5. No children are allowed to live in the property without the landlord's written permission, which will not be unreasonable withheld.

6. No animals are allowed to live in the property without the landlord's written permission, which will not be unreasonable withheld.

7. No interest will be payable to the tenant by the landlord in respect of the deposit.

8. Subject to any relevant provisions of the Tenancy Deposit Scheme Rules, the landlord shall be entitled to claim from the deposit the reasonable cost of any repairs or damage to the property or its contents caused by the tenant (including any damage caused by the tenant's family and visitors) and for any other financial losses suffered by the landlord as a result of the tenant's breach of these terms and conditions, provided the sum claimed by the landlord is reasonably incurred and is reasonable in amount. The landlord is not entitled to claim in respect of any damage to the property or its contents which is due to

DJ92

Mr D and Mrs T GavinProfit and Loss Account
for the Year Ended 30 September 2012

	Notes	2012 £	2011 £
Rents receivable		105,482	106,657
Expenditure			
Rates and water		5,072	5,614
Use of residence as office		1,560	1,560
Property insurance		1,532	1,632
Electricity and gas		4,047	2,344
Subscriptions		80	70
Telephone		1,929	1,487
Post and stationery		656	496
Travelling		459	982
Motor expenses		5,051	5,819
Motor licences and insurance		770	1,138
Property repairs, renewals and maintenance		15,866	37,449
Sundry expenses		354	52
Accountancy		931	891
Agents' letting fees		651	1,392
Legal fees		215	-
		<u>39,173</u>	<u>60,926</u>
		66,309	45,731
Finance costs			
Bank charges		640	769
Bank interest		851	694
Loan interest	8	<u>3,712</u>	<u>3,815</u>
		<u>5,203</u>	<u>5,278</u>
		61,106	40,453
Depreciation			
Plant and machinery		581	688
Fixtures and fittings		2,819	3,759
Motor vehicles		736	981
Computer equipment		<u>142</u>	<u>190</u>
		<u>4,278</u>	<u>5,618</u>
NET PROFIT		<u><u>56,828</u></u>	<u><u>34,835</u></u>

coach house

Mr D and Mrs T Gavin
Notes to the Financial Statements
for the Year Ended 30 September 2012

2 CONTINUED - FREEHOLD PROPERTY

<u>Freehold properties at revaluation</u>	£
5 Egerton Crescent (flats), Withington, Manchester (Cost £18,364 and capital improvements of £21,330)	325,000
7 Egerton Crescent (7 bedroom house), Withington, Manchester (Cost £41,928 and capital improvements of £52,733)	275,000
9/11 Egerton Crescent (shop & house), Withington, Manchester (Cost £65,000)	275,000
216 Burton Road (shop plus flat), West Didsbury, Manchester (£76,710)	275,000
232 Burton Road (shop plus flats), West Didsbury, Manchester (Cost £ 67,236)	275,000
	1,425,000

43
Council tax £1179.54 per year — 14.00 } 19 £20 now as ÷ 5.
water 378 per year — 4.50 each now 6.30
we pay from Oct 15r.
No 11 Egerton M20 4PN.

House phone 2011 Crescent e mail no 11 nic
1247 0161 434 9667. Aug Sept Oct Nov Dec Jan 20

Devon Collier 353 353 362 362 362 384 384
370 07984954677
Paid 270 24/3/2012 keepip £100 for electric + 94
Steve 07582493560 = 362 (365 rent)
£84 per wk.

Aidan Silver 325 333 339 343.50 225.87. Nick Steedman
370 07969685710 26/8 4/10 682.50. 7/Nov 07427 241 474
(325 month - 75 week.) £80 per week (£347)

Sort code 070246 a/c 14085710 Nick moved in on 12th Jan 2012 & paid 241-
370 Iain Owens 295+14 309 309 313.50 318.50 315.50 313.50
07834 552198 a/c no 10027268 Pump 347 + bills = 365.50.
295 month - 68 per week. 68 per week
Paid 177.72 9th July

Ruth Gordon 370 07913 154143.
moved in 12th Sept. 11
339 343.50 343.50 343.50 343.50
14/Sept. 14/Oct 16/11 12/12
75 per week.

Joe Gavin. 300 535 → ✓ 200 300 → 50
0780 441 7150 1/9
(£46 per week)
(Joe over £193.50 for elec up to 7th Nov 2011)
which I have paid Aidan for.

520.80 Ray Deco 430 430 430 430 430 430
07929 441 305
0161 448 8469

Water should be
£6.70 each.
electric approx
£25 each
30
gas approx

519 3/10
147 147 441 294 147 (4th)
147 12/9 30/10 147 (16th)

001710 8th car.
84292793 put-on 18 July.