

ASSURED SHORTHOLD TENANCY AGREEMENT

for a furnished dwelling house

THIS AGREEMENT is made the 20th June 2013

BETWEEN The Landlord

Andrew Graham Kelso

(hereinafter referred to as 'the Landlord' of the one part, which expression includes the person for the time being entitled to the reversion immediately expectant on the Tenancy hereby created);

AND The Tenant

(i)	Dariusz Matyja
(i)	Nina Ziarno

(hereinafter referred to as 'the Tenant' of the other part, and if more than one the liability of each under this agreement shall be joint and several)

'The Property' is the dwelling house situated at and being:

52 Braemar Road, Fallowfield, Manchester M14 6PS
Ground floor bedroom and shared use of communal areas

'The Term': A term of 2 months from 1st July 2013 to 31st August 2013

'The Rent': £385.67 per calendar month

BY THIS AGREEMENT the Landlord lets and the Tenant takes all 'The Property' together with the Fixtures, Fittings, Furniture and Effects therein (as more particularly set out in the Inventory annexed hereto and signed by both parties) for 'The term' at 'The rent' and on the Special and General Terms and Conditions set out in the following pages of this Agreement.

THE TENANT agrees to pay the Rent in full and in advance

If any rent or other money payable by the Tenant to the Landlord under the provisions hereof shall not be paid within seven days of the day on which it became due the same shall be payable with interest thereon at the rate of two (2) per centum per calendar month (26.83% APR) calculated on a day to day basis from the day upon which it became due down to the date of receipt of funds.

THE TENANT also agrees to pay to the Landlord on the signature of this Agreement a deposit ('the Deposit') of **£0.00** as security against the failure by the Tenant to make good on demand by the Landlord and at the Tenant's expense any damage by the Tenant to the Property or to any Fixtures, Fittings, Furnishings and Effects and as security against any expense, arrears of rent or other nuisance occasioned to the Landlord by the failure of the Tenant to behave in a tenant-like manner or to observe the Special General Terms and Conditions of this Agreement.

The Tenant shall follow the procedures of the relevant tenancy deposit protection scheme to seek recovery of the deposit or to resolve a dispute over recovery of all or part of the deposit.

Specifically the Tenant hereby agrees not to use any part of the deposit in lieu of rent.

A. SPECIAL TERMS AND CONDITIONS

1. Occupation only by the Tenant and one other person

The Tenant hereby agrees with the Landlord not to assign underlet charge or part with or share possession or occupation of the Property or any part thereof.

2. Vacation of the Property before the end of the Term

The Tenant hereby agrees with the Landlord that if the Property is permanently vacated by the Tenant at the Tenant's own request before the last day of the Term, the Tenant shall remain liable to pay to the Landlord the full unpaid balance of the rent receivable by the Landlord had this Agreement run for the full Term. The Tenant is not liable to pay rent if the Property is re-let to another party within this period.

3. Forfeiture – Right of re-entry

Important: If either party to this agreement are unsure of their rights or require further clarification of this clause they should consult a solicitor or their local Citizens Advice Bureau.

The **Protection from Eviction Act 1977** gives Tenants protection against arbitrary or immediate termination of their rights of occupation and the law restricts a Landlord's rights, except in certain circumstances, to evict from, or prevent a Tenant from living in, premises subject to an existing tenancy agreement without first obtaining a court order.

For the Landlord to commence legal proceedings to repossess the premises based on a breach of the tenancy (where the Tenant has failed to remedy the breach in good time), which might result in the court evicting the Tenant or issuing a court order terminating the tenancy earlier than might otherwise be lawful, the law requires that the tenancy agreement contains a Forfeiture clause, sometimes referred to as a Right of Re-entry. **For the avoidance of doubt:**

In order to exercise his legal rights under this clause a Landlord will first need to obtain a court order.

If at any time the rent, or any part of the rent, shall remain unpaid for 14 days after becoming due, whether formally demanded or not, or if any major agreement or major obligation on the Tenant's part is not complied with, or if any of the circumstances mentioned in the following Grounds:

Ground 8. (That both at the time of notice of the intention to commence proceedings and at the time of the court proceedings there is

- (a) At least eight weeks rent unpaid where rent is payable weekly or fortnightly;
- (b) At least two months rent is unpaid if rent is payable monthly; (c) at least one quarters rent is more than three months in arrears if rent is payable quarterly; (d) at least three months rent is

more than three months in arrears if rent is payable yearly), as set out in Part I of Schedule 2 to the Housing Act 1988 [as amended by the Housing Act 1996])

Ground 10. (That there is some rent outstanding both at the time of notice of the intention to commence proceedings and at the time of the court proceedings),

Ground 11. (That the tenant has persistently delayed paying rent which has become lawfully due),

Ground 12. (That one or more of the obligations of the tenancy has been broken or not performed),

Ground 13. (That the condition of the premises or the common parts has deteriorated because of the behaviour of the tenant, or any other person living there),

Ground 14. (That the Tenant or someone living or visiting the premises has been guilty of conducts which is, or is likely to cause, a nuisance or annoyance to neighbours; or, that a person residing or visiting the premises has been convicted of using the premises, or allowing it to be used, for immoral or illegal purposes or has committed an arrestable offence in, or in the locality of, the premises),

Ground 15. (That the condition of the furniture has deteriorated because it has been ill-treated by the Tenant or someone living at the premises),

Ground 17. (That the Landlord was induced to grant the tenancy by a false statement made knowingly or recklessly by either the Tenant or a person acting at the Tenant's instigation), as set out in Part II of Schedule 2 to the Housing Act 1988 (as amended by the Housing Act 1996) shall arise, then the Landlord may re-enter the property and the tenancy shall be terminated. Any such action will not restrict or limit any other legal rights which the Landlord may have in pursuing the Tenant for breaches of the Tenant's obligations under this agreement.

B. LANDLORD'S UNDERTAKINGS

1. The Landlord hereby agrees with the Tenant that the Tenant paying the Rent and performing all the agreements by the Tenant herein contained may quietly possess and enjoy the Property during the term of the Tenancy without any unlawful interruption from the Landlord or any person rightfully claiming under or in trust for that party.

2. The Landlord agrees that he shall register the deposit with one of the Government-authorized tenancy deposit protection schemes ('the relevant scheme') and shall inform the Tenant of the details of the relevant scheme and the procedures for recovery of the deposit at the end of the tenancy, including the procedures for resolving a dispute, within 14 days of receiving the deposit from the Tenant. The Landlord shall also confirm to the Tenant the amount of deposit paid, the address of the property to which the tenancy relates, and the contact details of Landlord and Tenant. He shall inform the Tenant of the circumstances in which all or part of the deposit may be retained by the Landlord in relation to the terms of this tenancy agreement.

3. The Landlord agrees that as soon as practicable after the determination of the tenancy (howsoever the same may be determined) the Landlord shall account to the Tenant for such part of the deposit as the Landlord shall deem necessary to enable the Landlord as at the date of such determination to make good any breach or non-compliance by the Tenant with his obligations hereunder and to pay all costs, charges and expenses incurred in connection therewith. The Landlord shall account to the Tenant for any balance of such sum.

The Landlord shall follow the procedures of the relevant scheme to seek recovery of the deposit or to resolve a dispute over recovery of all or part of the deposit.

4. The Landlord shall retain any interest earned during the tenancy on all or part of the deposit which he retains.

5. The Landlord agrees to comply with the requirements of Section 11 of the Landlord and Tenant Act 1985 which imposes obligations on the Landlord to repair the structure and exterior (including drains, gutters and external pipes) of the premises; to keep in repair and proper working order the installations in the premises for supply of water, gas and electricity and for sanitation (including basins, sinks, baths, sanitary conveniences and appliances); to keep in repair and proper working order the installations in the premises for space heating and heating water. In determining the standard of repair required by the Landlord under this clause, regard shall be had to the age, character and prospective life of the premises and the locality in which it is situated.

6. If no agreement can be reached between the landlord and tenant regarding the return of the deposit, the matter will be dealt with by the arbitrator for the deposit scheme used. The amount

of deposit that the arbitrator deems payable to the landlord will be increased by 20% to cover the landlord's administration costs in preparing the evidence to be sent to the arbitrator.

C. GENERAL TERMS AND CONDITIONS: TENANT'S OBLIGATIONS

The Tenant hereby agrees with the Landlord as follows:

Alterations, Additions, Damage, etc. – Property

1. Not to make any alteration in or addition to the Property without the Landlord's written consent. Such consent to be sought in writing.
2. Not to damage or injure the Property.
3. Not at any time to damage the Property, the Fixtures, Fittings, Furnishings or Effects therein the cartilage thereof or the paths adjoining thereto.
4. Not to interfere with the external decorations or painting of the Property.

Fixtures, Fittings, Furnishings and Effects

5. To preserve the Fixtures, Fittings, Furnishings and Effects in the Property from being destroyed or damaged and not to part with possession of or remove any of them from the Property [and not to bring into the Property any of the Tenant's own Fixtures, Fittings or Furnishings (including Fire Extinguishers and Fire Blankets) except with the Landlord's prior consent in writing]. No furniture shall be introduced into the property that does not comply with the Furniture and Furnishings (Fire) (Safety) Regulations 1988 (as amended).
6. To leave the Fixtures, Fittings, Furnishings and Effects at the expiry of the Tenancy in the same places in the Property in which they were at the grant of the Tenancy.
7. To yield up the Property at the expiry of the Tenancy with all the Fixtures, Fittings, Furnishings and Effects in the same clean state and condition as they were in at the grant of the Tenancy and make good, pay for the repair of or replace to the Landlord's satisfaction all such articles of the Fixtures, Fittings, Furnishings and Effects as shall be broken, lost, damaged or destroyed during the term of the Tenancy (reasonable wear and tear excepted).

Locks and Keys

8. Not to alter or change or install any locks on any doors or windows in or about the Property or have any additional keys made for any locks without the prior written consent of the Landlord.

Deterioration

9. Immediately to notify the Landlord of any deterioration of the Property or of the Fixtures, Fittings, Furnishings and Effects whatever may be the cause thereof.

Activities

10. Not to carry on any illegal activity or business within the Property or become a nuisance or annoyance or cause damage to the Landlord or the occupiers of any part of the Property or of any adjoining or neighbouring premises.
11. Not to carry on any profession trade or business in the Property or exhibit any notice board or notice whatsoever on any portion of the Property or use them or any part thereof for any purpose other than that of a strictly private residence.
12. Not to do or permit to be done any act or thing which may render void or voidable any policy of insurance maintained in respect of the Property, or may cause an increased premium to be payable in respect thereof nor to keep or permit to be kept any petrol or other inflammable substances in or about the Property and to repay to the Landlord if the Landlord shall so desire all sums paid by way of increased premium and all expenses incurred in or about the renewal of any such policy rendered necessary by a breach of this clause all such payments to be recoverable as Rent in arrears.
14. Not to keep any bird, reptile, dog, animal or other living creature in the Property without the landlord's permission.
15. Not to take into, use or keep in, the Property any heater or like object which requires paraffin or other inflammable liquid or gaseous fuel, and not to burn candles in the property.

16. Not to erect any external wireless or television aerial or satellite dish without the Landlord's permission.

Obstruction

17. Not to leave or park or permit to be left or parked so as to cause any obstruction in or on any approach roads or passageways adjacent or leading to the Property any motor car motor cycle bicycle perambulator or other vehicle belonging to or used by the Tenant or by any of their friends servants or visitors and to observe all requests made by the Landlord from time to time relating to the parking of such vehicles.

Entry by the Landlord, etc.

18. To permit the Landlord or the Landlord's Agents and all other persons authorised by them at all reasonable times by appointment (but at any time in case of emergency) during the Tenancy to enter into and upon the Property for the purposes of carrying out and completing any structural or other necessary repairs to the property or for the purposes of examining the state and condition of the property or for the purposes of examining the state and interior of the property and of the furniture and effects.

19. To permit the Landlord or the Landlord's Agents at all reasonable times in the day during the Tenancy to enter upon and view the property with prospective occupiers.

Noise, etc.

20. At all times when not in use to keep shut the entrance door to the Property (if any) and between the hours of eleven p.m. and eight a.m. to ensure that no noise is made in any part of the Property and in particular between such hours to ensure that the main entrance door to the Property (if any) is closed as quietly as possible and that no disturbance or annoyance is caused to the occupiers of other parts of the Property.

21. Not any time or times so as to cause any nuisance or noise to any of the occupiers of the remainder of the

Property or of any adjoining or neighbouring premises to play or use or permit the playing or use of musical instruments, television, radio, loud speaker or mechanical or other noise making instrument of any kind or to practice or to permit the practicing of any singing in the property.

Use of Washing Machine(s)

22. No washing machine in the Property shall be left to operate by itself automatically, unless the Tenant is present at all times in the Property during such operation. The Tenant shall expressly be held solely and fully responsible for any damage caused to the Property or anything therein caused as a result of such operation by the Tenant in breach of the provisions of this Clause.

Gas and Electrical Equipment – Operation

23. With the exception of pilot lights on gas-operated water heaters (and not on gas cookers) and electrically operated clocks and such other items as are designed for continuous operation, all gas and electrical equipment shall be turned off at all times when the Tenant is not in the Property, and the Tenant shall be solely and fully responsible for any damage to the Property and all Fixtures, Fittings, Furnishings and Effects therein caused as a result of the breach of this Clause.

24. The Tenant shall not introduce into the property any gas appliance without the prior written consent of the Landlord. The Tenant shall produce to the Landlord on an annual basis a gas safety certificate for any such appliance.

25. The Tenant shall keep all electric lights in good working order and in particular to replace all fuses, bulbs, fluorescent tubes and starters as and when necessary.

Gas, Electricity and Water Supplies and Telephone

25. Not to change to a new supplier for gas or electricity nor to allow any existing meter to be changed without first informing the Landlord in writing.

26. Not to have a water meter fitted where one is not already installed.

27. To pay all charges made for the use of the telephone (if any) in the Property during the term of the Tenancy or a proper proportion of the amount of such charges to be assessed according to the duration of the Tenancy.

General

30. To observe any other Terms and Conditions which may from time to time be made by the Landlord for the good order and management of the Property and such other Terms and Conditions as may be contained in an annexure to this Agreement signed by the parties hereto.

Schedule of Contents (Inventory)

31. The Schedule of Contents (Inventory) which is supplementary to this Agreement and signed by the parties hereto shall have effect.

Notices

32. The address at which the Tenant may serve notices on the Landlord (including notices in proceedings) under Section 48 of the Landlord and Tenant Act 1987 is as follows:

Mr Andrew Kelso, Garden Cottage, 30 East Beach, Lytham, Lancs, FY8 5EX

33. The Tenant agrees that a forwarding address may be passed on to any and all legitimate bodies that may have an interest in receiving this information.

Additional clauses:

- (a) Pay the Rent in as specified above.
- (c) The landlord may attempt to recover any monies owing by the tenant to the landlord by legal action. **All costs for this will be added to the debt of the tenant.** This includes, but is not limited to, all solicitors fees, bailiff fees, court costs and search agency fees in addition to the cost of administration to the landlord. Any payments received **after the end of the tenancy** will also be subject to an administration fee of £5 per payment.
- (d) If on inspection, the landlord deems the level of cleanliness of the property to be too low, the landlord reserves the right to hire cleaners during the tenancy. This will be at the tenants' expense (or failing payment, will be deducted from your deposit). It is therefore advised that you clean the property at least once a week.
- (f) Report all damage to the property, fixtures or fittings to the Landlord by telephone as soon as they occur and in writing (email is acceptable) within 7 days, whether or not caused by the act, default or neglect of the Tenant.
- (g) Pay a **charge of £25** if a rent payment has not been received within 7 days of the day it became due.
- (h) Interest will apply to payments at a rate of **2% per calendar month** (26.83% APR) and will accrue and be applied daily.
- (i) Pay a charge of **£25** if you request any document to be reissued to you.
- (j) Pay a charge of £15 for each replacement key (subject to a maximum of £30 per person), if required during the tenancy, or if keys are not returned on the last day of the tenancy. A charge of £60 will also apply if the landlord has to let a tenant back into their room.
- (k) Provide keys for the property on or **before 12 noon** on the last day of the tenancy.
- (m) Make arrangements for the redirection of mail with the postal service after the termination of the contract, as the landlord will have no obligation to do so. **Further, it is the tenant's responsibility to remove all rubbish from the house, yard or garden at the end of the tenancy. If any items or rubbish are left, the cost of removing the items will be deducted from the deposit.**
- (n) Indemnify the landlord in respect of abortive costs, whereby the tenant fails to honour an agreed appointment made between the tenant and a contractor.
- (o) Pay to the landlord the sum of £250 per tenant (and any expenses incurred by the landlord) if any of the tenants fail to deliver vacant possession of the property on the termination date.
- (p) If the tenant takes over the tenancy before the commencement date specified, then payment will be due at a rate of **£12.71** per day.
- (r) No keys for the house will be given to any tenants until all paperwork has been returned fully completed.
- (s) The cost of repairs to electrical and gas appliances in the property will be paid for by the landlord, unless caused by the negligence of the tenant, in which case the cost will be borne by the tenant. The opinion of the independent person who implements the repair will be taken as final in this matter.

(t) The cost of call outs and repairs to drain blockages will be paid for by the landlord, unless the blockage has been caused by the negligence of the tenant in which case the tenants will be charged for the call out and repair invoices.

(u) Tenants are liable for the cost of any other repairs required due to negligence on behalf of the tenant. All exterior doors and windows should be shut and locked whenever the property is empty. It is the joint responsibility of the tenants to ensure this has been done before leaving the house. Should any damage occur to the landlord's property, fixtures or fittings due to tenants' negligence in this matter, the tenant will be liable for the full cost of repair, or the cost of the landlord's insurance excess, whichever is the lower amount.

(w) Any tenant found to be behaving anti-socially to their fellow tenants or neighbours may be evicted from the property.

(x) The landlords insurance does not cover tenants personal possessions and each tenant should provide insurance for personal belongings. The landlord accepts no liability for loss or damage to tenant's personal possessions.

(y) It is the tenant's responsibility to replace light bulbs and tubes when necessary. Should the tenant request that the landlord replaces the bulbs, charges will apply. It is important to keep the stairwell lit, for reasons of fire safety. If, on inspection, there are bulbs missing in these areas, the landlord will replace these immediately, and at the tenant's cost.

(a.2) The property will be supplied with a TV and is inclusive of gas, electricity, water, broadband and TV License.

We hereby agree the foregoing

Signed by the above named (the Landlord):	In the presence of:	Dated

Signed by the above named (the Tenant)	In the presence of:	Dated

On 17 Jun 2014, at 08:57, Złe Ziarno <zle.ziarno@gmail.com> wrote:

Hi Andrew,

I'm fine, thank you.

The best price option is the lowest one because I'd be on my own this year.

Regards,

Nina

2014-06-17 7:23 GMT+01:00 Andrew Kelso <andy@kelsoproperty.co.uk>:

Hi Nina,

Thanks for your email; I hope you are well?

Yes, we've got some rooms available for this summer again. The price options are £79, £89 or £99. Let me know which you would prefer and I'll send you some details.

Thanks, Andrew

On 16 Jun 2014, at 17:46, Złe Ziarno <zle.ziarno@gmail.com> wrote:

Hi,

it's Nina. I was renting a room in one of your flatshares on Braemar Road last summer. I wonder if you've got any rooms available for July and August this year? If yes, can you send me some details?

Regards,

Nina

From: Zle Ziarno zle.ziarno@gmail.com
Subject: Re: 52 - Nina and Darek
Date: 3 July 2013 at 12:31
To: Julie Swire kelsoproperty@hotmail.com



Hi,

Thanks a lot!

Nina

2013/7/3 Julie Swire <kelsoproperty@hotmail.com>

Hi Nina and Dariusz

Please find attached a copy of your contract for 52 Braemar Road.

Many thanks

Julie

Tel: 07876 742423 **Garden Cottage, 30 East Beach**
lettings@kelsoproperty.co.uk **Lytham, Lancs. FY8 5EX**

Summer Tenancy Information Form

BLOCK CAPITALS ONLY PLEASE

Full Name	DARIUSZ MATYJA
Date of Birth	12/01/1984
Home Address	ODRZANSKA 5, NIEWODNIKI, 49-120, POLAND
Mobile Phone Number	07970744611
Other Phone Number	
Email Address	Hellmet7@gmail.com

Purpose of stay	WORKING
Vocation / Course Name	
Visa in place (if not British national)?	

Property Address	52 Braemar Road	
Room Taken	Ground floor	
Rent	£ 385.67	
Commencement date	01/07/2013	
End date	31/08/2013	
How did you hear about this		

All phone numbers given on this form will be called to check they are correct. Tenants must notify us immediately if ANY details change (especially mobile phone numbers).

I certify that the information I have provided is true and correct and that all phone numbers may be checked. I consent to the landlord carrying out a credit check on me.

Signed

Date