

AGREEMENT

FOR LETTING AN UNFURNISHED FLAT ON AN ASSURED SHORTHOLD TENANCY UNDER PART 1 OF THE HOUSING ACT 1988

AN AGREEMENT made the Fourth day of October 2008

BETWEEN The Landlord stated in the Schedule hereto (the "Schedule") (hereinafter called "the Landlord" which expression shall where the context so admits include the person(s) for the time being entitled to immediate possession of the premises but for the tenancy created by this Agreement) of the one part and The Tenant stated in the Schedule (hereinafter called "the Tenant" which expression shall where the context so admits include the person(s) deriving title from the tenant) of the other part

WHEREBY IT IS AGREED as follows:

1. The Landlord agrees to let and the tenant agrees to take ALL THAT FLAT (hereinafter called "the Property" described in the Schedule TOGETHER WITH the right in common with the Landlord and the other tenants and occupiers for the time being of the building (hereinafter called "the Building") of which the property forms part to use for purposes only of access to and from the Property any communal pathways or forecourts leading to the Building and/or any communal entrance hall stairs and landings in the Building TOGETHER WITH the Landlord's fixtures and fittings in the Property FOR THE TERM stated in the Schedule from the Commencement Date therein stated and AT THE RENT therein stated PAYABLE on the dates therein stated in advance without any deduction the first of such payments of rent to be made on the signing hereof
2. THE TENANT AGREES with the landlord as follows:-
 - (1) to pay the said rent on the said days together with interest calculated on a daily basis at 3% over the Bank of England base rate from time to time on any rent in arrears for more than 14 days
 - (2) to pay all existing and future rates and taxes for which the tenant is responsible as a result of his occupation of the property to include water and sewerage charges and council tax or any similar charge replacing the Council Tax
 - (3) to pay all charges for gas (if any) and electric current consumed and telephone calls made during the occupation of the Property by the Tenant and a fairly apportioned part of all standing charges made in respect of the Property in

respect of the period of the Tenancy for gas electric current and the telephone and including any television licence

- (4) to keep the drains gutters and pipes of the Property clear the chimneys (if any) swept the garden (if any) neat and tidy free from weeds and any lawn properly mowed
- (5) to keep the windows clean and replace all broken glass
- (6) to use the premises in a careful and tenant like manner and to keep in good and complete repair order and condition (damage by accidental fire only excepted) the interior of the Property and the painting papering and decorations thereof and the fixtures fittings and appliances therein (except installations and things which the Landlord is liable hereunder or by law to repair) and except for any deterioration in the state of the premises due to fair wear and tear.
- (7) that the Landlord or any person authorised by the Landlord in writing may at reasonable times of the day on giving 24 hours notice in writing to the occupier enter the Property for the purpose of viewing its condition and state of repair
- (8) to permit the Landlord or his agent with or without workmen to enter upon the property at all reasonable times upon giving 24 hours notice in writing (except in the case of emergency) to carry out any repairs to the Property (or any adjoining or neighbouring property) under which the Landlord is by the terms of this Tenancy or otherwise obliged to carry out or give access to the Property
- (9) not to use or permit the use of the Property in such manner as to cause a nuisance or annoyance to the Landlord or the occupiers of the Building or of any neighbouring lands or buildings or so as to avoid or make voidable or increase the rate of premium payable in respect of any policy of insurance of the Landlord in respect of the Property
- (10) not to make any structural or other alterations or additions to the Property or to the Landlord's Fixtures and Fittings
- (11) to use the Property as and for a single private dwelling only and not to carry on any trade profession or business on or from the premises
- (12) (a) not to assign sublet or otherwise part with possession of the property or any part thereof during the first three months of the term and after that not to sublet or part with

possession of part of the property and not to assign the whole without the consent of the landlord such consent not to be unreasonably withheld in the case of respectable and responsible tenant in employment who supplies satisfactory references and in the case of a company a guarantee by an individual supplying such references

(b) not to share possession of the Property or any part thereof other than with the Tenant's children (if any) who are under seventeen years of age as at the date hereof

(c) not to take in lodgers or paying guests.

(13) to permit the Landlord at any time during the tenancy to affix and maintain upon any part of the Property a notice that the Property is to be let or sold and to admit any person to view the Property who is authorised in that behalf by the Landlord or his Agent at all reasonable times

(14) to report promptly to the Landlord or his Agent all defects or wants of repair in the Property which it is the duty of the Landlord to repair

(15) to pay all expenses (including Solicitors costs and Surveyors fees) incurred by the Landlord incidental to the preparation and service of a notice under Section 146 of the Law of Property Act 1925 notwithstanding a forfeiture is avoided otherwise than by relief granted by the Court

(16) at the expiration or sooner determination of the Tenancy to:-

(a) deliver up the Property to the Landlord in such order condition and state as shall be consistent with the due performance and obligations of the Tenant herein contained and

(b) have the electricity gas (if any) and telephone meters read and discharge forthwith all outstanding accounts in respect of such services

(17) not without the prior consent of the Landlord in writing to keep or suffer to be kept in the Property any live animals or pets that may either cause damage to the premises or cause nuisance to the other tenants. The Landlords consent will not be unreasonably withheld.

(18) no television musical instrument radio hifi or other sound producing machine is to be played in the Property so as to be audible outside the Property (here also including elsewhere in the Building) between 11.00 pm and 8.00 am

- (19) no clothes or similar articles are to be hung outside or at the windows of the Property
- (20) to put up curtains or blinds at all windows of the Property and keep the same tastefully furnished in that regard
- (21) to forthwith remove any clothes curtains placards notices or other articles in or upon the Property which are visible from the exterior of the Property and which in the opinion of the Landlord are offensive or undesirable upon being required in writing by the Landlord to do so.
- (22) to be responsible for any repairs required to any items mechanical or electrical together with any fixtures or fittings left by the Landlord for the Tenant's use save for fittings which are the landlords responsibility under clause 3 hereof
- (23) not to hold any sale by auction on the Property
- (24) not to store rubbish or offensive matter in the Property or any goods in connection with any business carried on by the Tenant or otherwise elsewhere from the Property
- (25) to take all reasonable steps (including draining) to prevent any damage to the water or heating systems by freezing or other natural phenomenon and in the event of such damage caused by failure of the Tenant to take such precaution the Tenant shall forthwith at the Tenant's own expense effect all such repair and replacement as may be necessary to reinstate the system in good working order and also to repair and make good any consequent damage that may have been caused to the Property or decorations thereof including any adjoining or neighbouring property
- (26) to notify the Landlord forthwith in writing if it is intended that the Property shall be left vacant for any continuous period of 28 days or more
- (27) not to take into or keep or use in the Property any heater or like equipment which requires gas paraffin or other liquid fuel for consumption nor to keep any combustible offensive or dangerous fluid fuels or materials in the Property and to fully comply with all fire precautions or fire requisitions made by the Landlord or the Fire Authorities
- (28) not to cause the telephone apparatus (if any) now in the Property to be removed or replaced nor allow its position to be altered or any alteration to be made to the wiring nor to

cause the telephone number to be changed except with the prior written consent of the Landlord

- (29) not commit or allow the commission in the Property of any act which could lead to the prosecution of the Landlord or the Landlord's Agent (if appropriate) under the Misuse of Drugs Act 1971 (or any statutory enactment which replaces or modifies the same) nor to keep or permit the keeping of any unlawful drugs or prohibited substances in the Property
- (30) not to alter the existing design content or layout of the garden or grounds (if any) without the prior written consent of the Landlord and shall not park nor permit to be parked thereon or to keep or store thereon any vans lorries or similar commercial vehicles caravans or other portable structures
- (31) to observe and comply with the covenants provisions and regulations contained in the superior Lease (if any) held by the Landlord which have been notified in writing to the Tenant

3. THE LANDLORD AGREES with the Tenant as follows:-

- (1) That the Tenant paying the rent and observing the obligations on his part herein contained shall peacefully hold and enjoy the Property during the tenancy without any interruption by the Landlord or any person lawfully claiming under or in trust for him
- (2)
 - (a) To keep in repair the structure and exterior of the Property (including the drains, gutters and external pipes) and
 - (b) To keep in repair and proper working order the installations in the Property:-
 - (i) for the supply of water, gas (if any) and electricity and for sanitation (including basins, sinks, baths, and sanitary conveniences but not, except as aforesaid, fixtures, fittings and appliances for making use of the supply of water gas or electricity) and
 - (ii) for space heating or heating water

This term shall not be construed as requiring the Landlord:-

- a. to carry out any works or repairs for which the Tenant is liable by virtue of his duty to use the Property in a tenant like manner

- b. to rebuild or reinstate the Property in the case of destruction or damage by fire, or by storm, flood, or other inevitable accident; provided that no rent shall be payable during any period that the property is uninhabitable due to such damage.
- c. to keep in repair or maintain anything which the Tenant is entitled to remove from the property

In determining the standard of repair by this term, regard shall be had to the age, character and prospective life of the Property and the locality in which it is situated

- 4. The Landlord agrees with the Tenant to return to the Tenant only after the end of the Tenancy the amount of any deposit paid to the Landlord herein after deduction therefrom of any sums required to reimburse the Landlord whether wholly or in part for any breach of any obligation on the Tenant's part herein contained
- 5. PROVIDED ALWAYS that if any rent is in arrear for twenty-one days after it has become due (whether formally demanded or not) or if the Tenant fails to observe any of his obligations contained in clause 2 hereof or becomes bankrupt or enters into any composition with his creditors the Landlord may at any time terminate the tenancy. In that event the Landlord will serve notice on the tenant in accordance with the requirements of the Housing Act 1988, and will not take possession of the premises other than through obtaining a possession order from the Court.
- 6. For the purposes of section 48 of the Landlord and Tenant Act 1987 the address of the Landlord at which notices (including notices in proceedings) may be served upon him by the Tenant is as stated in the Schedule hereto
- 7. The provisions as to services of notices contained in section 196 of the Law of Property Act 1925 as amended by the Recorded Delivery Services Act 1962 shall apply hereto
- 8. Where the context admits:-
 - (i) reference to the Property includes reference to any part or parts of the Property and to the Landlord's Fixtures and Fittings therein
 - (ii) where a covenant is made by persons jointly it shall be deemed to be made by them jointly and severally
- 9.
 - a. The Landlord or in the case of joint Landlord at least 1 of them may require the dwelling house as his or his spouses' only or

principal home and possession may be recovered on Ground 1 of Schedule 2 of the Housing Act 1988 PROVIDED THAT nothing in this clause shall be deemed to indicate that the Tenancy is not an Assured Shorthold Tenancy. This clause shall be deemed to be Notice to the Tenant by the Landlord under Ground 1 of Schedule 2 of the Housing Act 1988 of which the Tenant acknowledges receipt

- b. If the Property is subject to a Mortgage granted before the beginning of the Tenancy the provisions for recovery of possession by a Mortgagee on Ground 2 of Schedule 2 of the Housing Act 1988 and Section 7(6) of the Housing Act 1988 apply accordingly. If the Landlord's Mortgagee becomes entitled to exercise its power of sale then the Landlord's Mortgagee shall be entitled to forfeit this Tenancy Agreement and gain vacant possession of the Property on Ground 2 of Schedule 2 of that Act PROVIDED THAT nothing in this clause shall be deemed to indicate that the tenancy is not an Assured Shorthold Tenancy. This clause shall be deemed to be Notice to the Tenant by the Landlord under Ground 2 of Schedule 2 of the Housing Act 1988 of which the Tenant acknowledges receipt

AS WITNESS the hands of the parties hereto the day and year first above written

SCHEDULE

LANDLORD: L E Walwin & Partners Limited

LANDLORD'S ADDRESS: 44b Summerley Lane Felpham Bognor
Regis West Sussex PO22 7HX

TENANT: Tom Christopher Redman

TENANT'S ADDRESS: 44a Summerley Lane Felpham Bognor
Regis West Sussex PO22 7HX

TENANT: Farheed Abdeslam Khamlichi

TENANT'S ADDRESS: 35 Whiteways Bognor Regis West Sussex
PO22 9AS

PROPERTY: 44a Summerley Lane Felpham Bognor
Regis West Sussex PO22 7HX

BUILDING: 44 Summerley Lane Felpham Bognor Regis
West Sussex PO22 7HX

TERM: 6 months

COMMENCEMENT DATE: 4 October 2008

RENT: £695.00 per calendar month

RENT PAYABLE: On the 4th day of each month

SIGNED by the above named
Tenant in the presence of:-

W Signature

I Name.....

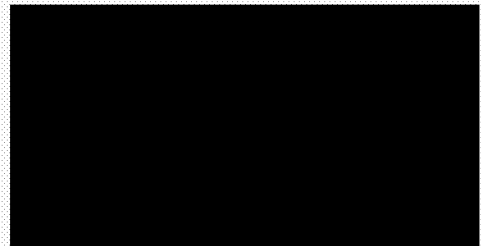
T Address.....

N

E

S

S Occupation.....



SUSAN APPLETON
2 CARTERS WAY
WISBOURGH GREEN
BILLINGHAM

CHARTERED ACCOUNTANT

