

ROOM RENTAL AGREEMENT

This Assured Shorthold Tenancy Agreement is made on the last date of signature below.

Between

1. Thomas Goodwin of 9 Riverside Mews, Stafford, Staffordshire, ST16 2BS (the **Landlord**) and
2. Magdalena Frackowiak of Apartment 42, 5 Ferry Lane,
London, TW8 0AT (the **Tenant**)

Definitions and interpretation

1. In this Agreement, the following definitions are used:

Agreement	This room rental agreement and any amendments from time to time;
Common Areas	The rooms in the Property which the Landlord has agreed can be used by the Tenant on a shared basis with any other people living at the Property, including the following: <ul style="list-style-type: none">• Kitchen• Sitting room• Bathroom• Hallway
Deposit	NONE;
Insured Risks	Means fire, explosion, lightning, earthquake, storm, flood, bursting and overflowing of water tanks, apparatus or pipes, impact by aircraft and articles dropped from them, impact by vehicles, riot, civil commotion and any other risks against which the Landlord decides to insure against from time to time and Insured Risk means any one of the Insured Risks;
Inventory	NONE;
Property	Apartment 42, 5 Ferry Lane, London, TW8 0AT together with any fixtures and fittings;
Rent	The sum of £1476.77 payable monthly on the 28th day of every month;
Room	Double Bedroom adjacent Living Room forming part of the Property together with any fixtures and fittings;
Term	A term of 1 year commencing on 01 November 2024.

2. In this Agreement, unless the context requires a different interpretation:
 - a. the singular includes the plural and vice versa;
 - b. references to sub-clauses, clauses, schedules or appendices are to sub-clauses, schedules or appendices of this Agreement;
 - c. a reference to a person includes firms, companies, government entities, trusts and partnerships;
 - d. the headings and subheadings do not form part of this Agreement;
3. Words importing one gender include all other genders and words importing the singular include the plural and vice versa.
4. If two or more persons are together the Tenant or Guarantor, their obligations to the Landlord shall be joint and several.

5. This Agreement is for private residential accommodation.
6. Any obligation on the Tenant to do or not to do something includes an obligation on the Tenant to use their reasonable endeavours to ensure that no other person does or fails to do that same thing.

Grant of Tenancy

7. The Landlord grants and the Tenant accepts a tenancy of the Room at the Property for the Term at the Rent with the right to use the Common Areas on the terms contained in the Agreement.
8. This Agreement is intended to be an Assured Shorthold Tenancy under the Housing Act 1988 (as amended by the Housing Act 1996). When the Term expires the Landlord can recover possession of the Property unless the Landlord issues a notice stating that the tenancy is no longer an Assured Shorthold Tenancy.
9. The Tenant accepts that:
 - a. the Landlord will be entitled to recover possession of the Property at the end of the Term; and
 - b. it is not entitled to end this Agreement before the end of the Term.
10. The Room is part of the Property, together with the fixtures and fittings.

Use of property

11. The Tenant shall:
 - a. use the Property as a single private home and not carry on any trade, profession or business on or from the Property.
 - b. have exclusive possession of the Room and share with the other occupiers of the Property the use and facilities of the Common Areas of the Property.
 - c. immediately notify the Landlord if the immigration status of the Tenant changes.
12. If the Tenant has the use of the Landlord's furniture, the Tenant will:
 - a. not damage or remove any of the items from the Property;
 - b. make good all damages and breakages of items which may occur during the Term; and
 - c. keep the items clean and in a good condition.
13. The Tenant shall not:
 - a. keep any pets or any other animals on or in the Property without the prior written consent of the Landlord (such consent not to be unreasonably withheld or delayed).
 - i. The Landlord should accept such requests where they are satisfied that the Tenant is a responsible pet owner and that the pet is of a kind that is suitable to be kept at the Property, in relation to the nature of the Property.
 - ii. The Landlord will not consent to any pets which may cause damage to the Property and its contents, or can be a health hazard or cause a nuisance to neighbours.
 - iii. The Landlord is deemed to have granted consent to the pet unless the written request is turned down by a Landlord with good reason in writing within 28 days of receiving the request.
 - iv. The Landlord is prohibited from charging a fee to the Tenant who wishes to keep a pet at the Property. Consent will be given on the condition that the Tenant pays an additional reasonable amount towards the Deposit, provided the total Deposit taken from the Tenant does not breach the deposit cap requirements under the Tenant Fees Act 2019.
 - b. park a caravan, boat or trailer at the Property.
 - c. leave the Property unattended for a period of more than 21 consecutive days or change the locks on any door or window without the prior written consent of the Landlord.
14. The Tenant shall not do anything to the Property that:
 - a. causes a nuisance to any other person in neighbouring properties or to any other person at the Property;

- b. involves using the Room for immoral or illegal purposes; or
- c. has the effect of invalidating the insurance that the Landlord has taken out in accordance with this Agreement.

Keys

15. The Landlord shall provide the Tenant with at least one set of keys and any security device (for example a key fob) that the Tenant will require in order to obtain access to the Property (the "**Access Devices**"). The Tenant is responsible for looking after and keeping safe the Access Devices for the duration of the tenancy. If the Tenant loses an Access Device, the Tenant shall pay the actual cost of replacing any lost Access Devices and other expenses reasonably incurred by the Landlord as a result of loss of the Access Device (for example replacing the Property's locks).

Rent

16. The Tenant shall pay the Rent and all other sums due under the Agreement (whether formally demanded or not) clear of all deductions at the agreed times.
17. The Tenant shall be in breach of this Agreement if the Tenant fails to pay the Rent in accordance with this clause and the Landlord shall be entitled to use the statutory provisions contained in the Housing Act 1988 or any other statutory remedies available to recover possession of the Property.
18. If the Property is damaged or destroyed by an Insured Risk so as to be unfit for occupation and use then, unless the damage or destruction was caused by the wilful actions, negligence or default of the Tenant, payment of the Rent shall be suspended until the Property is fit for occupation and use.

Utilities and outgoings

19. The Tenant shall pay a reasonable and proportionate contribution (according to use) of all charges for gas, electricity, oil, water, sewerage, telephone (including line rental), council tax (or any similar property tax that might be charged in addition to it), any television licence or other services used at the Property.

Repairs and alterations

20. The Tenant shall not make any alteration, addition, decorate or paint the Property and shall keep the inside of the Property in a good state of repair and condition.
21. The Tenant shall keep the Property, Room and Common Areas clean and in a good condition and make good any damages or breakages to the Property (excepting fair wear and tear), provided that this clause shall not impose any obligation on the Tenant that is the obligation of the Landlord under section 11 of the Landlord and Tenant Act 1985.

Assignment or subletting

22. The Tenant shall not take in any lodgers or assign, sublet, charge or part with or share occupation of the Property or any part of it.

Expiry of the tenancy

23. At the end of the tenancy (howsoever determined), the Tenant shall:
- a. yield up the Property with full vacant possession;
 - b. return all of the items to the Landlord at the end of the tenancy in the same state (excepting fair wear and tear);
 - c. give the Landlord a forwarding address;
 - d. remove all rubbish and personal items (including the Tenant's own furniture and equipment) from the Property; and

- e. return all the keys to the Property to the Landlord.
24. If any of the Tenant's personal items have not been removed from the Property when the tenancy ends:
- a. the Landlord shall be entitled to remove and store such personal items from the Property;
 - b. upon removal of the Tenant's personal items, the landlord shall then use its reasonable efforts to notify the Tenant of where the personal items are being held, the date of any proposed sale or disposal, and the Landlord's contact details in case the Tenant wishes to take back personal items;
 - c. the Landlord shall be entitled to sell, dispose of, or otherwise deal with any personal items 21 days after the Landlord uses its reasonable efforts to notify the Tenant in accordance with the clause above.

Landlord's right to enter the Property

25. The Tenant permits the Landlord (and all those authorised by the Landlord) at reasonable times to enter the Property to:
- a. check the state of repair, decoration and condition of the Property;
 - b. carry out repairs, decoration or alteration to the Property or adjoining property; and
 - c. clean or renew any pipes, sewers, drains or gutters at the Property.

Repairing obligations

26. The Tenant shall notify the Landlord of any disrepair or defect or act of vandalism carried out to the Property or Common Areas.
27. The Tenant shall immediately comply with any notice that may be given by the Landlord under this section requiring any damage to the Property to be made good.
28. If within 1 month of receiving a notice under this section the Tenant has failed to comply with such notice, it will be lawful for the Landlord, on 24 hours notice, to enter the Property (but without prejudice to the right of re-entry) and execute the necessary repairs. The Tenant shall pay the costs reasonably incurred by the Landlord pursuant to this clause upon the Landlord providing evidence of such costs (for example in the form of receipts).

Landlord's obligations

29. Subject to the Tenant paying the Rent and carrying out its obligations under this Agreement, the Landlord agrees that the Tenant may quietly possess and enjoy the Property.
30. The Landlord shall maintain and keep in good repair the exterior of the Property and keep all installations for the supply of water, gas, electricity, sanitation and heating at the Property in good repair and proper working condition.
31. The Landlord shall keep in good repair and proper working order the installations in the Property for space heating and heating water.
32. The Deposit (if any) must be held in one of the Government tenancy deposit protection schemes (Deposit Scheme).
33. Within 30 days of receiving the Deposit, the Landlord must give the Tenant the necessary prescribed information about the Deposit Scheme.
34. Subject to any rules or provisions of the Deposit Scheme, the Landlord or their agent will be entitled to claim from the Deposit:
- a. any Rent or other sums payable by the Tenant under this Agreement which are in arrears; and
 - b. any reasonable sum the Landlord incurs in remedying any failure by the Tenant to comply with any of the terms of this Agreement, including those relating to the cleanliness, state and condition of the Room or Property (provided always that the sum claimed by the Landlord is reasonably incurred and reasonable in amount); and
 - c. any unpaid account for services or council tax incurred at the Property; and
 - d. any reasonable costs incurred in respect of any repair or damage to the Room or Property (excepting fair wear

and tear and repair, which is the responsibility of the Landlord).

35. Unless required under the Deposit Scheme no interest will be paid to the Tenant by the Landlord in respect of the Deposit.
36. The Landlord must insure the Property and the contents which belong to the Landlord with an insurance company of repute against the Insured Risks as the Landlord from time to time in their absolute discretion decides to insure against. The Landlord shall be under no obligation to insure the Tenant's personal items at the Property.
37. The Landlord will ensure that all furnishings at the Property meet with legal regulations on safety and that all appliances are maintained and the appropriate safety checks carried out.

Default by the Tenant

38. The Landlord may recover possession of the Property (subject to any statutory provisions) and the tenancy will come to an end (subject to any other rights or remedies the Landlord may have) if at any time:
 - a. any Rent or any part of the Rent payable under this agreement is outstanding for 14 days after becoming due (whether formally demanded or not); or
 - b. there is a breach by the Tenant of any of obligation or other provision of this agreement; or
 - c. any of the following grounds for possession contained in Schedule 2 of the Housing Act 1988 shall apply:
 - i. part I of Schedule 2, grounds 2 or 8; or
 - ii. part II of Schedule 2, all grounds with the exception of grounds 9 and 16; or
 - iii. the Tenant becomes bankrupt, has an administration order made in respect of their assets, has a receiver appointed or enters into an arrangement for the benefit of their creditors.
39. If any Rent or other sums due are not paid 14 days after becoming payable (whether formally demanded or not), the Tenant will pay interest on any sums due at the rate of 3% per annum (above the Bank of England's base rate), calculated from the date payment is due up to the date payment is received by the Landlord and such sums will be recoverable as rent in arrears.
40. If the Property is damaged to such an extent that the Tenant cannot live in it, the Rent does not need to be paid until the Property is rebuilt or repaired so that the Tenant can live in it again unless:
 - a. the cause of the damage is something which the Tenant did or failed to do as a result of which the Landlord's insurance policy has become void; and
 - b. the Landlord had given the Tenant notice of what the policy required.
41. If the Tenant breaches this agreement or fails to fulfil any of its obligations under this agreement, the Tenant shall pay any reasonable costs properly incurred by the Landlord in remedying such breaches or in connection with the enforcement of those obligations.

General

42. Any notice or other document shall be served on the Tenant during the tenancy by either being left at the Property or by being sent to the Tenant at the Property by first class post. Notices shall be deemed served the day after being left at the property or the day after posting.
43. For the purpose of Section 48 of the Landlord & Tenant Act 1987, any notices, including notices in proceedings, must be served on the Landlord at the address stated in this Agreement.
44. If there is a Guarantor, they guarantee that the Tenant will perform their obligations in this Agreement. The Guarantor agrees to pay on demand to the Landlord any Rent and other sums due to the Landlord by the Tenant under this Agreement. The liability of the Guarantor shall continue until the end of the Term.
45. This Agreement shall be governed by and interpreted according to the law of England and all disputes arising under the Agreement (including non-contractual disputes or claims) shall be subject to the exclusive jurisdiction of the English courts

TGoodwin

Thomas Goodwin

01.11.2024

Date of Signature

MFrackowiak

Magdalena Frackowiak

01.11.2024

Date of Signature

