STATUTORY DECLARATION

of

Mrs Joan Margaret Harris

I, Joan Margaret Harris, of Selehurst Gardens, Brighton Road, Lower Beeding, Horsham, West Sussex, RH13 6PR do solemnly and sincerely declare the following:

- [redacted]
- I am a Solicitor having retired from the profession in September 2009, but still remain a SRA-regulated solicitor, not practising;
- I make this statutory declaration in support of an application for a Certificate of Lawful Development in respect of the property known as The Cottage, Selehurst Gardens, Brighton Road, Lower Beeding, Horsham, West Sussex, RH13 6PR. Highlighted on the attached Block Plan drawing number: DE1072 / LC / 01 and situated within the grounds of Selehurst Gardens, Brighton Road, Lower Beeding, West Sussex, RH13 6PR registered at HM Land Registry under the [redacted]
- Together with my husband, John Edward Harris, we purchased the property known as Selehurst Gardens on 4th March 1983 - over forty years ago and we still reside there;
- Prior to our purchase on 16th November 1969 a planning application under reference LB/68/69 permitted alterations to the existing cottage to provide accommodation for staff quarters, created from part of ground floor of the existing cottage, and to provide a main house for the owner. It was one property with connecting access at ground floor and upstairs levels and occupied as one unit;
- The new property was occupied by [redacted] and her companion. The companion occupied what became known as the flat, and [redacted] lived in the main house. The gardener [redacted] lived in what became a 2 bedroom Cottage. The Cottage was later sealed off upstairs and downstairs;
- We occupied the property from 4th March 1983 and used the whole house as a family house, my parents living in the Cottage;
- After my parents demise the Cottage was sealed off again upstairs and downstairs and let out to various tenants over the years;
- The tenants paid council tax on the property to be known as "The Cottage";
- I haven't kept details of all the tenants but there was one called [redacted] who left the property in 2009;

- In November 2009, another tenant took occupation of The Cottage as a residential tenant namely [redacted] I attach a copy of the Assured Shorthold Tenancy Agreement signed 26th November 2009. He paid the Council Tax, electricity on the property and for the LPG for the central heating which was separate to the main house. The property was occupied by that same Tenant for 14 years until June 2023.

I make this Statutory Declaration conscientiously believing the same to be true and by virtue of the Statutory Declarations Act 1835.

Declared by the above deponent:

At: [redacted]
COOLE BEVIS LLP Solicitors
14 Carfax, Horsham,
West Sussex. RH12 1DZ

In the County of West Sussex

9th February 2024

Before me [redacted]

JOANNA PARKS

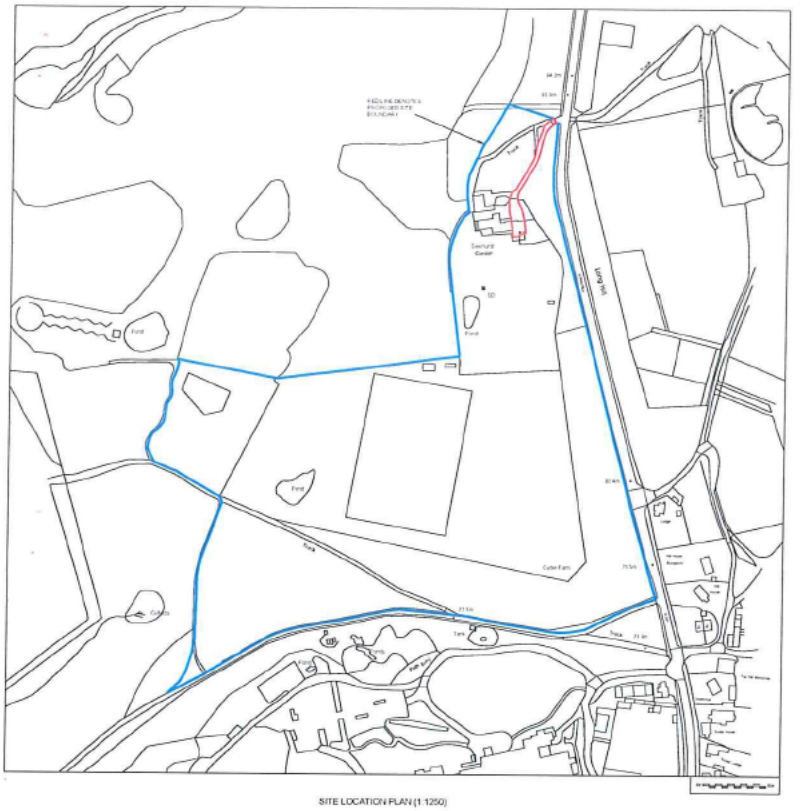
A Solicitor empowered to administer Oaths

Signed Joan Harris
Selehurst Gardens, Brighton Road, Lower Beeding, West Sussex, RH13 6PR

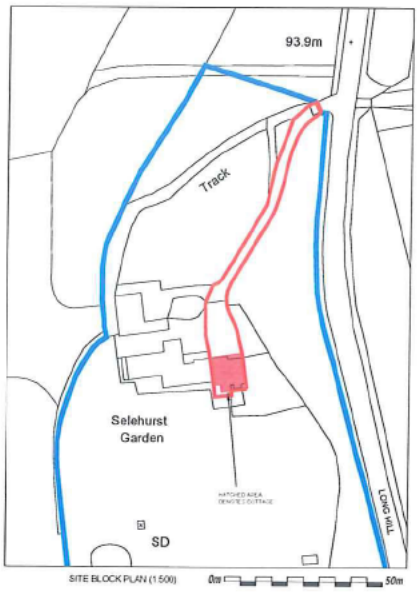
[redacted]

9/2/2024

JOANNA PARKS



SITE LOCATION PLAN (1:1250)



SITE BLOCK PLAN (1:500)

0m 50m

NORTH

DMA BUILDING DESIGNS

MR KIDD MRS HARRIS

LAWFUL DEVELOPMENT FOR AN EXISTING USE

SITE LOCATION & BLOCK PLAN
THE COTTAGE, SELEHURST GARDEN, LOWER BEEDING,
HORSHAM WEST SUSSEX RH13 6PR

PLANNING

1:500 / 1:250 | JANUARY 2024 | DE10 TO 10 | P1

[redacted]

LP Gas – Gauge is 30/
9/2/2024
JOANNA PARKS

Housing Act 2004 – Tenancy Deposit Protection

The Housing (Tenancy Deposits) (Prescribed Information) Order 2007

This information is prescribed under paragraph 2 (g) of the Housing (Tenancy Deposits) (Prescribed Information) Order 2007, That means that the two parties to the Tenancy Agreement must be made aware of their rights during and at the end of the Tenancy regarding the protection of and deductions from the Deposit.

(1) The Authorised Deposit Scheme

Tenancy Deposit Solutions Limited (TDSL) means the Insurance Based Tenancy Protection Scheme provided by Tenancy Deposit Solutions Ltd, 3rd Floor, Kingmaker House, Station Road, New Barnet Hertfordshire, EN5 1NZ Telephone 0871 703 0552 website www.mydeposits.co.uk

(2) (a) Name of Landlord(s): John Edward Harris and Joan Margaret Harris

(b) Address of the Landlord: Selehurst Garden Brighton Road Lower Beeding Horsham West Sussex RH13 6PR

(c) E mail address of the Landlord

[redacted]

(d) Telephone number of the Landlord:

[redacted]

(e) Fax number of the Landlord: [redacted]

(3) (a) Tenant(s) name:

[redacted]

(b) Address for contact after the tenancy ends (if known):

(c) E mail address for Tenant (if applicable):

(d) Tenant Mobile/Telephone numbers:

[redacted]

(e) Tenant Fax number (if applicable) .....

(4) Please provide the details for other relevant persons paying the Deposit (i.e. agent, guarantor etc)

(a) Person paying the Deposit on behalf of the Tenant(s) name:

.....

.....

(b) Address for contact after the tenancy ends (if known):

.....

.....

(c) E mail address for This person (if applicable):

.....

(d) This Person's Mobile/Telephone number:

.....

(e) Fax number (if applicable) .....

(4) Property Address

The Cottage Selehurst Garden Brighton Road Lower Beeding Horsham West Sussex RH13 6PR

(5) Deposit Paid: [redacted]

The Tenant is made aware that deductions may be made from the Deposit according to clauses (6.4) of the Tenancy Agreement attached.

The Landlord confirms that the information provided to the Tenant(s) is accurate to the best of his knowledge and belief and the Tenant has had the opportunity to examine the information.

The Tenant confirms he has been given the opportunity to examine this information. The Tenant confirms by signing this document that to the knowledge of the Tenant the information above is accurate to the best of the Landlord's knowledge and belief.

Signed by the Tenant: [redacted]

Richard Forte

Signed by the Landlord:

John Edward Harris Joan Margaret Harris

ASSURED SHORTHOLD TENANCY AGREEMENT

IMPORTANT

- This agreement contains the terms and obligations of the tenancy. It sets out the promises made by the landlord to the tenant and by the tenant to the landlord. These promises will be legally binding once the agreement has been signed by both parties and then dated. You should read it carefully to ensure it contains everything you want and nothing that you are not prepared to agree to. Whilst every attempt has been made to compose this agreement using plain and intelligible language, it inevitably contains some legal terms or references.

If either party does not understand this agreement, or anything in it, it is strongly suggested you ask for an explanation before signing it. You might consider consulting a Solicitor, Citizens Advice Bureau or Housing Advice Centre.

The Name and Address of the Landlord's Agent (if any) who arranged this tenancy is :-

Woodlands Lettings Limited
3 South Street, Horsham, W Sussex RH12 1NR

Tel: 01403 252 100 **Fax:** 01403 271 262

E Mail: www.woodlands-estates.co.uk

Definitions

The intention of providing this list of definitions is to help explain or clarify some terms or expressions that may be found in this tenancy agreement. It is not meant to be an exhaustive or complete list. In the event of a dispute, only a court can decide on a definitive interpretation or meaning of any clause, or of any part of this agreement.

The premises	The premises include all, or any parts of the dwelling-house, gardens, paths, fences, boundaries or other outbuildings which form part of the let. Where the premises form only part of another property (e.g. in a block of flats), the letting includes the use, in common with others, of communal access ways and other similar facilities.
Binding Date	A tenancy agreement is not, technically, a legally binding contract until it has been "executed" by being Dated, after both parties (or their authorised representatives) have signed; although it might be possible for either party to take legal action against the other if they withdraw prior to this date.
Landlord	A person or persons who at any relevant time own, or have a formal interest in, the premises that gives them the right to possession of the premises.
Tenant	A person, or persons, who at any relevant time are entitled to occupy the premises under the terms of this tenancy agreement.
Joint and several liability	The expression joint and several liability means that jointly the tenants are liable for the payment of all rents and all liabilities falling upon the tenants during the tenancy as well as any breach of the Agreement. Individually each tenant is responsible for payment of all rent and all liabilities falling upon the tenant as well as any breach of the Agreement until all payments have been made in full. A maximum of four people can be such joint tenants.
Superior landlord	People, or persons, to whom the ownership or interest in the Leasehold premises might revert in the fullness of time, following the expiry of the term of any head, or superior, lease.
Head or Superior lease	Means a Lease (if any) under which the landlord himself holds, or owns the premises and which contains the obligations of which the landlord, or his tenants in turn, may be bound.
Fixtures and fittings	References to fixtures and fittings relate to any of the landlord's furniture, furnishings, sanitary ware, decorative features, white goods, other equipment or any floor, ceiling or wall coverings and include anything listed in any Inventory and/or Schedule of Condition supplied.
The term or the tenancy	References to the term or the tenancy include any extension or continuation, or any statutory periodic tenancy which may arise following the end of the period set out in clause 2
Consent of the landlord or his agent	Where the consent of the Landlord or his Agent is required for the tenant to carry out some action it is strongly recommended that where such consent is granted, the tenant obtain confirmation in writing so as to avoid misunderstandings or disputes at a later date.
Water charges	This includes charges, rates or costs relating to water, sewerage and environmental services
Utilities	This includes charges, rates or costs relating to telephone, gas, electricity, oil and Council Tax.
Masculine & feminine and singular & plural	Any reference to either one gender includes the other and any reference in the singular shall include the plural, if appropriate.
Landlord's Agent	Any letting or managing agent, or any other duly authorised person, notified

	to the tenant, who is acting from time to time on behalf of the landlord.
Month / Monthly	Means a calendar month.
Inventory and or Schedule of Condition	This refers to any document prepared by the landlord, the landlord's agent or an inventory clerk and provided to the tenant detailing the landlord's fixtures, fittings, furnishings, equipment etc., the decor and condition of the premises generally. Such a document may subsequently be relied upon at the end of the tenancy in assessing damage or compensation for damage (over and above fair wear & tear) and so should be checked carefully at commencement of the tenancy. Any significant mistakes, misdescriptions or other amendments should be notified to the landlord or his agent as soon as practicable after the tenancy starts. In order to avoid misunderstandings or disputes later, it is strongly recommended that this notification be in writing and a copy kept for future reference.
Deposit held as "stakeholder"	This means that at the end of the tenancy, the two parties to the tenancy agreement should jointly agree in writing on the apportionment of any deductions from the deposit, e.g. for costs or compensation for damage, or for breaches of, or failure to comply with, the tenant's obligations. Any portion in dispute should not be paid over to, or taken by, either party until and unless mutual agreement is reached, or an adjudication decision from the Tenancy Deposit Solutions Ltd Alternative Dispute Resolution procedure or there is an order of the Court.
Tenancy Deposit Solutions Ltd	**Tenancy Deposit Solutions Ltd (TDSL)** is a company jointly owned by the National Landlords Association and Hamilton Fraser Insurance (HFIS plc). TDSL is one of two organisations that have been awarded a contract by Communities & Local Government to operate an authorised insurance-based Tenancy Deposit Protection Scheme. The scheme will be sponsored by the NLA and administered by Hamilton Fraser Insurance, a company authorised and regulated by the Financial Services Authority. The scheme has been specifically designed to enable landlords to hold tenancy deposits throughout tenancies Tenancy Deposit Solutions Ltd , 3rd Floor, Kingmaker House, Station Road, New Barnet Hertfordshire, EN5 1NZ Telephone 0871 703 0552 website www.mydeposits.co.uk
ADR	**Alternative Dispute Resolution Procedure** for resolving End of Tenancy Disputes as defined in the ADR Rules which can be accessed at the website www.mydeposits.co.uk or contact Tenancy Deposit Solutions Ltd , 3rd Floor, Kingmaker House, Station Road, New Barnet Hertfordshire, EN5 1NZ Telephone 0871 703 0552

Assured Shorthold Tenancy Terms

This Agreement is made the 26th day of November **2009**
Between:

John Edward Harris and Joan Margaret Harris of **Selehurst Garden Brighton Road Lower Beeding Horsham West Sussex RH13 6PR** ("the Landlord") (1)
And
[redacted] of ("the Tenant") (2)

It is Agreed as follows:-

1 The Premises

The Landlord lets and the Tenant takes all those Residential Premises known as **The Cottage Selehurst Garden Brighton Road Lower Beeding Horsham West Sussex RH13 6PR** ("the Premises").

2 The Term

The Tenancy will be for a Term from and including the **Thirtieth** day of **November 2009** ("the Commencement Date") to and including **Twenty-ninth** of **May 2010 (**"the Expiration Date").

3. The Rent

3.1 The Tenant will pay rent to the Landlord at the rate of [redacted] per calendar month without prior deduction or set off against the Deposit and exclusive of Council Tax and inclusive of water charges.

3.2 The rent is payable in advance on the **Thirtieth** day of each month during the Term the first such payment to be made on the signing of this Agreement for the period from the Commencement Date until the next rent payment date.

3.3 The Tenant acknowledges that any payments received from a third party in respect of the rent will be deemed to be payment made for and on behalf of the Tenant and will not under any circumstances give rise to any rights over the property to that third party whatsoever.

4 Type of Tenancy and Termination

4.1 This Agreement creates an **Assured Shorthold Tenancy** as defined by Section 19A of the Housing Act 1988 as amended by the Housing Act 1996. The Landlord will therefore be entitled to recovery of possession of the Premises in accordance with the provisions of Section 21 of the Housing Act 1988.

4.2 This Agreement may be terminated by either party giving to the other at least two months notice in writing any time after the first four months of the tenancy such notice not to expire until after six months from the Commencement Date of this Agreement as specified in clause two above.

5. Landlords Fixtures and Fittings

5.1 The Tenancy will include the Landlord's Fixtures and Fittings ("the Fixtures and Fittings") in the Premises including all matters specified in the Inventory and Schedule of Condition ("the Check-In Inventory and Schedule of Condition") which will be prepared by the landlord or the Landlord's Agent at the Landlord's expense.

5.2 The Landlord will arrange for the Premises to be inspected at the commencement of the Tenancy, at the Tenant's expense at a cost of £0.00 , The Landlord will also arrange for the Premises to be inspected at the Termination of the Tenancy (at the Landlord's expense) for the purpose of comparing the condition of the Premises and the Fixtures and Fittings with that specified in the Inventory and Schedule of Condition that will have been prepared prior to the commencement of the Tenancy.

5.3 The Tenant will not remove any of the Fixtures and Fittings from the Premises to store them in the loft basement or garage (if any) without obtaining the Landlord's prior written consent and thereafter ensuring that the said items are stored safely and upon vacating the Premises the Tenant agrees to leave all of the Landlords Fixtures and Fittings in their original places at the Commencement Date or as specified in the Inventory and Schedule of Condition.

5.4 The Tenant will not remove the Fixtures and Fittings as specified in the Inventory and Schedule of Condition or any part thereof or any substitute Fixtures and Fittings from the Premises

6.0 The tenancy deposit

6.1 The Deposit of [redacted] is paid by the Tenant to the Landlord

6.2 The deposit is held by the Landlord as Stakeholder. The Landlord is a member of the Tenancy Deposit Solutions Ltd Tenancy Deposit Protection Scheme Membership Number 10077854

6.3 Any interest earned will belong to the Landlord.

6.4.1 Any damage, or compensation for damage, to the premises its fixtures and fittings or for missing items for which the tenant may be liable, subject to an apportionment or allowance for fair wear and tear, the age and condition of each and any such item at the commencement of the tenancy, insured risks and repairs that are the responsibility of the landlord.

6.4.2 The reasonable costs incurred in compensating the landlord for, or for rectifying or remedying any major breach by the tenant of the tenant's obligations under the tenancy agreement, including those relating to the cleaning of the premises, its fixtures and fittings.

6.4.3 Any unpaid accounts for utilities or water charges or environmental services or other similar services or Council Tax incurred at the property for which the tenant is liable.

6.4.4 Any rent or other money due or payable by the tenant under the tenancy agreement of which the tenant has been made aware and which remains unpaid after the end of the tenancy.

6.4.5 Any sum repayable by the Landlord to a Local Authority where housing benefits have been paid direct to the Landlord by the Local Authority.

6.4.6 Any damage caused or cleaning / fumigation required as a result of any pets occupying the Premises either with or without the Landlord's consent.

6.5 If the monies due to the Landlord exceed the amount of the Deposit the amount of such excess will be paid by the Tenant to the Landlord within 14 days of written demand.

6.6 The Tenant will not be entitled to withhold the payment of any instalment of rent or any other monies payable under this Agreement on the grounds that the Landlord has in his or the Landlord's Agent possession monies in respect of the Deposit.

6. 7 Protection of the deposit

6.7.1 The Deposit is safeguarded by the Tenancy Deposit Solutions Ltd Tenancy Deposit Protection Scheme, which is administered by:

Tenancy Deposit Solutions Ltd,
3rd Floor, Kingmaker House,
Station Road, New Barnet
Hertfordshire, EN5 1NZ

Telephone 0871 703 0552 www.mydeposits,co.uk

6.8 At the end of the tenancy

6.8.1 The Landlord must tell the tenant within 10 working days of the end of the tenancy if they propose to make any deductions from the Deposit

6.8.2 If there is no dispute the Landlord will keep or repay the Deposit, according to the agreed deductions and the conditions of the tenancy agreement. Payment of the Deposit or any balance of it will be made within 10 days from the end of the Tenancy

6.8.3 The Tenant should try to inform the Landlord in writing if the Tenant intends to dispute any of the deductions regarded by the Landlord as due from the deposit. If after 10 days from the end of the Tenancy there remains an unresolved dispute between the Landlord and the Tenant over the allocation of the Deposit the dispute will (subject to 6.9 below) be submitted to Tenancy Deposit Solutions Ltd for adjudication. All parties agree to co-operate with the adjudication. Full Details of the Rules, procedures and notification forms can be obtained from Tenancy Deposit Solutions Ltd at the contact details set out in clause (6.7.1) above.

6.9 The statutory rights of the Landlord and the Tenant to take legal action through the County Court remain unaffected by clauses (6.8.1 to 6.8.3) above.

6.10 Where the Tenant is more than one person the Landlord will not be obliged to refund any part of the Deposit on any change of persons who are "the Tenant".

6.11 Where the Tenant is more than one person the Deposit may be repaid to any one or more of such persons to the exclusion of the remaining Tenant or Tenants and such repayment will discharge the Landlord from any further liability in respect of the amount due under clause (6.8.1 to 6.8.3) above.

6.12 Any goods or personal effects belonging to the Tenant or members of the Tenant's household which remain in the Premises for more than 14 days after the Tenant's departure from the Premises will be deemed to have been abandoned and thereafter the Landlord may dispose of such goods provided that the Landlord properly accounts to the Tenant for the full value of any goods disposed of.

6.13 In such circumstances the Tenant will:-

6.13.1 pay to the Landlord damages at a rate equivalent to the rent then payable for the Premises until either the Tenant or in default the Landlord will have all such items removed from the Premises and the Tenant will pay all costs incurred in respect of the removal of such items.

6.13.2 pay to the Landlord any additional expenses incurred by the Landlord in checking the said Inventory and Schedule of Condition which cannot be finalised until all goods belonging to the Tenant or members of his household have been removed.

Tenants Obligations

7 Payment of Rent

7.1 The Tenant agrees to pay the rent according to the Terms of this Agreement whether formally demanded or not.

7.2 The Tenant agrees to pay interest upon any arrears of rent at the rate of 4% per annum above National Westminster Bank plc's base rate from time to time on all outstanding monies from the date upon which each payment becomes payable until payment is made in cleared funds.

7.3 In the event that a cheque presented by the Tenant is returned unpaid by the bank the Tenant agrees to pay the Landlord's Agent a £25.00 handling fee to cover the administration costs

8 Condition of Premises Repair and Cleaning

8.1 The Tenant agrees to keep the interior of the Premises including any Fixtures and Fittings in good repair and condition throughout the Term (except items which the Landlord is liable to repair under clause 34 of this Agreement).

8.2 The Tenant agrees to keep the interior of the Premises in good decorative order and condition throughout the Term (damage by fire and other insurable risks excepted unless the same results from any act or omission on the part of the Tenant or any person residing or sleeping in or visiting the Premises).

8.3 The Tenant agrees to use the Premises in a reasonable manner and to take reasonable care of the Premises including any Fixtures and Fittings and to keep the Premises and any Fixtures and Fittings in a clean and tidy condition throughout the Term. To deliver up the Premises and the Fixtures and Fittings at the termination of the Term in a clean and tidy condition and in good order (fair wear and tear excepted) and in accordance with the Tenant's obligations and to deliver all keys to the Premises to the Landlord. The Tenant further agrees that where documentary evidence is produced by the Landlord that the Premises were professionally cleaned immediately prior to the Tenancy that the Tenant will arrange and pay for professional cleaning at the conclusion of the Tenancy.

8.4 For the avoidance of doubt the Tenant remains liable for the rent and utility charges at the Premises until compliance with clause 8.3.

8.5 The Tenant agrees to pay for the replacement or repair of any fittings as will be broken lost stolen damaged or destroyed during the Term (damage by fire and other insurable risks excepted unless the same will result from any act or omission on the part of the Tenant or any person residing or sleeping in or visiting the Premises) or at the option of the Landlord to compensate for the same.

8.6 The Tenant agrees to keep all electric lights in good working order and in particular to replace all fuses bulbs and fluorescent tubes as and when necessary.

8.7 The Tenant agrees to keep all smoke alarms in good working order and in particular to replace all batteries as and when necessary.

8.8 The Tenant agrees to replace all broken glass in the Premises with the same quality glass as soon as reasonably possible.

8.9 The Tenant agrees to notify the Landlord in writing of any items of defect or disrepair in the Premises or the Fixtures and Fittings which the Landlord is responsible for repairing.

8.10 The Tenant agrees that upon the Landlord giving the Tenant written notice requiring the Tenant to carry out any repairs or other works for which the Tenant is responsible under this Agreement to carry out the repairs within one month of the service of such notice or sooner where appropriate and if the Tenant fails to comply with such a notice then the Landlord may seek possession of the Premises through the Courts on the basis that the Tenant is in breach of a fundamental clause of the Tenancy Agreement

8.11 The Tenant agrees that the Landlord (and / or the Landlords contractors) will be entitled to enter upon the Premises (after 24 hours written notice to the Tenant) to carry out repairs where the nature of the damage is such that failure to act may cause further damage to the Premises, the Tenant may become liable for any proportion of the costs of repairs incurred as a direct result of any failure to act on the part of the Tenant or any delay in affording the Landlord or the Landlord's agents or contractors access to the property for the purpose of carrying out the necessary repairs.

8.12 The Tenant agrees to keep the windows of the Premises clean internally and externally so that the same will be cleaned not less than once every two months and to ensure that the Premises are adequately ventilated throughout the Tenancy to avoid damage from condensation.

8.13 The Tenant agrees to clean all net curtains (if any) every two months and all other curtains at least annually.

8.14 The Tenant agrees that if any open fire or solid fuel heating is used in the Premises during the Tenancy the Tenant will have all chimneys thoroughly swept and cleaned as often as necessary.

8.15 The Tenant agrees to take all reasonable and appropriate precautions including any such as may be required from time to time by the Landlord to

prevent damage occurring to any installation in the Premises which may be caused by frost including providing adequate heat.

9 Access and Inspection

9.1 The Tenant agrees to allow the Landlord or any Superior Landlord (Leasehold Premises only) and all others authorised by the Landlord with or without workmen and others and with all necessary equipment at all reasonable times upon not less than two days' notice (except in the case of emergency) to enter upon the Premises and to examine the condition of the same or to inspect maintain repair alter improve or rebuild any adjoining or neighbouring property or to maintain repair or replace the Fixtures and Fittings or for the purpose of complying with any obligations imposed on the Landlord by law.

9.2 The Tenant agrees to permit the Premises to be viewed during the last two months of the Tenancy at all reasonable times by prior appointment during normal working hours made by any person who is or is acting on behalf of a prospective purchaser or Tenant of the Premises who is authorised by the Landlord or the Landlord's Agent to view the Premises and to erect for sale or to let boards at their discretion.

10 Insurance

10.1 The Tenant will not do anything whereby the Landlord's policy of insurance in respect of the Premises or the Fixtures and Fittings may become void or voidable or whereby the rate of premium on any such policy may be increased and to repay to the Landlord all sums from time to time paid by way of increased premium and all expenses incurred by the Landlord in or about any renewal of such policy rendered necessary by breach of this provision. The Tenant's belongings within the Premises are his responsibility to insure and are not covered by any insurance policy maintained by the Landlord.

10.2 The Tenant agrees that in the event of loss or damage by fire theft or impact or other causes to immediately inform the Landlord and then to give them full written details of the incident within three days in order to enable the Landlord to make a claim to the Landlord's insurance company.

10.3 The Tenant agrees that in the event of the Premises being broken into or damaged by a third party to immediately report the incident to the police and obtain a crime report or incident number and provide these details to the Landlord within three days.

11 Assignment

The Tenant agrees not to assign underlet (or) part with or share the possession of the Premises and not to permit any persons other than the person named as the Tenant or any other person approved of in writing by the Landlord to occupy or reside in the Premises. Not to take in lodgers or paying guests without the Landlord's written consent.

12 Illegal or Immoral Use

12.1 The Tenant will not use the Premises for any illegal immoral or improper use.

12.2 The Tenant will not use or consume in or about the Premises any prohibited or controlled substances or drugs.

13 Inflammable substances and equipment

The Tenant will not keep or use any paraffin heater liquified petroleum gas heater or portable gas heater in the Premises. Not to store or bring upon the Premises any articles of an especially combustible inflammable or dangerous nature.

14 Nuisance and Noise

14.1 The Tenant will not do anything upon the Premises which causes nuisance annoyance or damage to the Landlord or to owners or occupiers of any neighbouring adjoining or adjacent property.

14.2 The Tenant will not hold or conduct any social gathering and not play any musical instrument or use any gramophone stereo radio or television or other musical or electrical instrument or other means of reproducing music or sound in such manner as to be audible outside the Premises or likely to cause any nuisance or annoyance or inconvenience to the occupiers of any neighbouring adjoining or adjacent property.

15 Utilities and Council Tax

15.1 The Tenant will not tamper or interfere with or alter or add to the gas water or electrical installations or meters in or serving the Premises.

15.2 The Tenant agrees to pay all charges in respect of gas water oil and electricity consumed on the Premises together with all charges in respect of any telephone installed on the Premises the television licence fee and Council Tax. Charges falling due partly during and partly before or after the Tenancy will be apportioned.

15.3 The Tenant agrees to notify each supplier of gas electricity water and telephone immediately along with the Local Council Tax Office that the Tenancy has commenced by completing an application for a supply to the Premises in the name of the Tenant and not in the name of the Landlord.

15.4 The Tenant will not have a key meter installed at the Premises or any other meter which is operational by the insertion of coins or a pre-paid card or key. If the Tenant changes the supplier of the utilities then he must provide the name and address of the new supplier to the Landlord or his Agent immediately or at the Termination of the Tenancy.

15.5 In the event of any supply of water gas electricity or telephone to the Premises being disconnected as a result of the non-payment by the Tenant then the Tenant will repay to the Landlord all costs reasonably incurred in connection with the reconnection of such service (including any arrears).

15.6 The Tenant will not change the telephone number without the prior written consent of the Landlord or procure the transfer of the telephone number to any other address.

15.7 The Tenant agrees on termination of the Agreement to notify each supply of gas water oil electricity telephone and the Local Council Tax Office that they are vacating the property and provide the final meter readings and their new address for invoices to be sent to. The Tenant also agrees that the Landlord may provide the utility suppliers and Council Tax Office with their address or forwarding address should this become necessary.

16 Animals and Pets

The Tenant will not keep any domestic animals or birds in the Premises without the prior written consent of the Landlord, which will not be withheld unreasonably. If the Landlord gives his written consent to the keeping of any animal or bird on the Premises then the Tenant hereby agrees to pay an additional Deposit to be determined by the Landlord. The Tenant also agrees to have the Premises professionally cleaned with de-infestation cleaner at the Termination of the Tenancy and to provide a receipted invoice to the Landlord as written proof that he has complied with this clause. For the avoidance of doubt the Tenant remains liable for the rent and utility charges at the Premises until compliance with this clause.

17 Use of the Premises

The Tenant agrees to only use the Premises for the purpose of a private residence and not for any business purposes.

18 Locks

18.1 The Tenant will not install or change any locks in the Premises without the Landlord's prior written consent.

18.2 The Tenant agrees that if any additional keys are made the Tenant will deliver all keys to the Landlord at the conclusion of the Tenancy and in the event that any such keys have been lost the Tenant agrees to pay to the Landlord all reasonable costs incurred by the Landlord in replacing the locks to which the lost keys belong.

18.3 The Tenant agrees that if any lock is installed or changed in the Premises without the Landlord's prior written consent then the Tenant will forthwith remove and replace the same if so required by the Landlord and to make good any resulting damage.

19 Alterations and Redecoration

The Tenant will not decorate or make any alterations in or additions to the Premises or the Fixtures and Fittings and the Tenant will not cut maim puncture or injure any of the walls partitions or timbers of the same without the Landlord's prior written consent.

20 Empty Premises

20.1 The Tenant will not leave the Premises vacant or unoccupied for a period in excess of 14 consecutive days without first giving written notice to the Landlord of the intention to do so. Before leaving the Premises vacant for any period during the Tenancy the Tenant will take adequate steps to ensure that the property is protected against the risk of damage by frost by either draining down all water supplies in or serving the same and also to ensure that the stopcock is turned off or by providing adequate heating during the period the Premises are vacant.

20.2 The Tenant will ensure that at all times when the Premises are vacant all external doors and windows are properly locked or are otherwise properly secured and that any alarm is activated and that any control number is not changed without the consent of the Landlord such consent not to be unreasonably withheld. In the event of the control number being changed the Tenant will immediately notify the Landlord of the new number. In default of this clause the Tenant will be responsible for all reasonable costs incurred by the Landlord in respect of restoring the system to an operational condition.

21 Pipes and Drains

21.1 The Tenant will not overload block up or damage any of the drains pipes wires cables or any apparatus or installation relating to the utility services serving the Premises.

21.2 The Tenant will keep all gutters sewers drains sanitary apparatus water and waste pipes air vents and ducts clear of obstructions and during the winter months the Tenant will take adequate precautions to avoid damage by frost and freezing.

21.3 The Tenant will not allow any oil grease or other harmful or corrosive substances to enter any of the sanitary appliances or drains within the Premises.

22 Fixing of Items

22.1 The Tenant will not place or exhibit any aerial satellite dish notice advertisement sign or board on the exterior of the Premises or in the interior of the same without first obtaining the Landlord's written consent such consent not to be unreasonably withheld. Where such consent is granted the Tenant will pay all reasonable costs incurred by the Landlord to repair any resulting damage.

22.2 The Tenant will not affix any items to the walls of the Premises either internally or externally using glue nails screws picture hooks or sticky tape without the Landlord's prior written approval.

23 Washing

The Tenant will not hang any washing clothes or other articles outside the Premises other than in such places as the Landlord may designate or permit and the Tenant will not hang or place wet or damp articles of washing upon any item of furniture or room heater.

24 Costs and Charges

24.1 The Tenant will pay to the Landlord all reasonable costs and expenses incurred by the Landlord (to be assessed by the Court where appropriate proceedings have been issued) in respect of: -

24.1.1 the recovery from the Tenant of any rent or any other money which is in arrears;

24.1.2 enforcement of any of the provisions of this Agreement;

24.1.3 the service of any notice relating to the breach by the Tenant of any of the Tenant's obligations under this Agreement whether or not the same will result in court proceedings at a cost of £58.75 including Vat

24.2 Where Agreement cannot be reached as to the reasonableness of any costs incurred in respect of matters referred to in clause 24.1 the level of costs will be determined by the Court. Any unsuccessful challenge to the costs claimed may result in additional charges being made for the costs of any court attendance.

24.3 The Tenant will pay the costs of any bank or other charges incurred by the Landlord or his Agent if any cheque written by the Tenant is dishonoured or if any Standing Order payment is withdrawn by the Tenant's bankers.

25 Refuse

The Tenant agrees to remove all rubbish from the Premises and to place the same within the dustbin or receptacles provided and in the case of any dustbins to ensure that all rubbish is placed and kept inside a plastic bin liner before placing the rubbish in the dustbin.

26 Smoking

The Tenant will not smoke or permit any guest or visitor to smoke tobacco or any other substance in the Premises without the Landlords prior written consent which will not be unreasonably withheld.

27 Garden

The Tenant will keep the garden (if any) in the same layout and character weed free and in good order throughout the Term and to cut the grass at least every 10 days during the growing season and the Tenant will allow any person(s) authorised by the Landlord to access the Premises for the purpose of attending to the garden.

28 Inventory and Checkout

28.1 The Tenant will pay the costs of the checking of the Inventory and Schedule of Condition listing all the Fixtures and Fittings in the Premises at the commencement of the Tenancy.

28.2 If the Tenant or any Agent appointed by him fails to keep an agreed appointment with the Landlord to check the Inventory and Schedule of Condition at the conclusion of the Tenancy the Tenant will pay all reasonable costs incurred by the Landlord in making and attending a second appointment to check the Inventory and Schedule of Condition. If neither the Tenant nor his Agent keep the second appointment the Landlord or the Landlord's Agent will be entitled to check the Inventory and Schedule of Condition at the appointed time in the absence of the Tenant or his representative.

29 Notices

29.1 The Tenant agrees to promptly forward to the Landlord any notice of a legal nature delivered to the Premises touching or affecting the same its boundaries or neighbouring properties.

29.2 The Tenant agrees to allow onto the Premises any party that may reasonably require access to effect work to a neighbouring property or any boundary divide.

30 Leasehold Premises

Where the Premises are held by the Landlord under the Terms of a Head Lease and a copy of that Head Lease has been provided to the Tenant prior to the signing of this Agreement the Tenant hereby agrees to observe and perform all of the Lessee's covenants contained within the Head Lease so far as they relate to the Tenant as occupier of the Premises.

Landlords Obligations

31 Tenants Enjoyment of the Premises

The Landlord will allow the Tenant to peacefully hold and enjoy the Premises during the Term without any unlawful interruption by the Landlord or any person rightfully claiming under through or in trust for the Landlord.

32 Insurance

The Landlord will insure the Premises and the Fixtures and Fittings specified in the Check-In Inventory and Schedule of Condition to their full value with an insurance company of repute under a householder's comprehensive policy.

33 Interest and Consents

The Landlord hereby confirms that he is the sole/joint owner of the leasehold or freehold interest in the Premises and that all consents necessary to enable him to enter into this Agreement (whether from Superior Landlords Mortgagees Insurers or others) have been obtained.

34 Repair

34.1 The Landlord agrees to keep in repair and proper working order all mechanical and electrical items including all washing machines dishwashers and other similar mechanical or electrical appliances belonging to the Landlord as are included in the Inventory and Schedule of Condition. This clause will not however require the Landlord to repair any such items if the cause of the damage is as a result of any act or neglect on the part of the Tenant.

34.2 This Agreement will take effect subject to the provisions of Sections 11 to 16 of the Landlord and Tenant Act 1985 (as amended by the Housing Act 1988) which imposes on the Landlord obligations to repair the structure and exterior (including drains gutters and pipes) and certain installations for the supply of water electricity and sanitation (including basins sinks baths and sanitary conveniences and for space heating or heating water but not other fixtures fittings and appliances for making use of the supply of water and electricity) the Landlord will not accept responsibility for charges incurred by the Tenant for the repair of these items except in the case of any emergency.

35 Taxation

In the event that the Landlord's normal place of abode is not within the United Kingdom he will appoint a rent collection Agent in the UK to whom the rent due under the Terms of this Tenancy Agreement will be paid with immediate effect. In default thereof the Landlord agrees that the Tenant will deduct such sums from the rent as may be required by the Finance Act 1995 or any subsequent legislation.

36 Safety Regulations

36.1 The Landlord confirms that all the furniture and equipment within the Premises and detailed in the Inventory and Schedule of Condition comply with the **Furniture and Furnishings (Fire) (Safety) Regulations 1988** as amended in 1993.

36.2 The Landlord confirms that all gas appliances within the Premises and detailed in the Inventory and Schedule of Condition comply with the **Gas Safety (Installation and Use) Regulations 1998** and that a copy of the safety check certificate will be given to the Tenant at the commencement of the Tenancy.

36.3 The Landlord confirms that all of the electrical appliances in the Premises and detailed in the Inventory and Schedule of Condition comply with the **Electrical Equipment (Safety) Regulations 1994**.

General

37 Obligations

The Landlord and the Tenant acknowledge that all clauses within this Agreement that require them to undertake or prevent specified acts also require them to prevent any other person(s) breaching the Terms of this Agreement.

38 Reimbursement

Where the Landlord is entitled to do anything at the cost or expense of the Tenant then the Tenant will pay the amount incurred to the Landlord within 14 days of written demand.

39 Joint and Several Liability

Where "the Tenant" is more than one person the Tenant's liability under this Agreement will be joint and several and liability upon all persons named as Tenants in this Agreement. The Landlord is therefore entitled to enforce the Terms of this Agreement against all or any one of the Tenants as he deems appropriate until all liabilities falling upon "the Tenant" have been discharged in full.

Enforcement of Obligations

40 Breaches of this Agreement by the Tenant

40.1 If at any time during the Tenancy: -

40.1.1 The Tenant fails to pay the rent or any part of the rent for more than 14 days after the payment is due;
40.1.2 The Tenant fails to observe or perform any Agreement or obligation under this Agreement;
40.1.3 The Tenant becomes bankrupt or enters into a voluntary arrangement with his creditors;
40.1.4 The Tenant leaves the Premises vacant or unoccupied without the written consent of the Landlord.

Then the Landlord will be entitled to take immediate steps to recover possession of the Premises from the Tenant and/or the Occupier by issuing proceedings for possession in the appropriate Court or Tribunal. In the event of the Landlord taking this action will not alter any other rights or obligations provided for in this Agreement unless the Court or Tribunal rules otherwise.

41 Notices

41.1 The Landlord hereby notifies the Tenant pursuant to Sections 47 and 48 of the Landlord and Tenant Act 1987 that the address at which notices (including notices in proceedings) may be served upon the Landlord is:

Selehurst Garden Brighton Road Lower Beeding Horsham West Sussex RH1 3PR

41.2 The provisions as to the service of notices in Section 196 of the Law of Property Act 1925 apply and any Notices served on the Tenant will be sufficiently served if sent by ordinary first class post to the Tenant at the Tenanted property or the last known address of the Tenant or left addressed to the

Tenant at the Tenanted property. This clause will apply to any notices authorised or required to be served under this Agreement or under any Act of Parliament relating to the Tenancy

43 **Destruction of the Premises**

If the Premises are destroyed or rendered uninhabitable by fire or any other risk against which the Landlord may have effected insurance then rent will cease to be payable until the Premises are reinstated and rendered habitable unless the insurance monies are irrecoverable in whole or in part by reason of any act or omission on the part of the Tenant.

44 **Ground I of part I of Schedule 2 of the Housing Act 1988**

The landlord gives notice to the tenant that possession of the premises may be sought under Ground I of part I of Schedule 2 of the Housing Act 1988 in that:-

At some time before the beginning of the tenancy the landlord, or in the case of joint landlords at least one of them, occupied the premises as his only or principal home; or, the landlord, or in the case of joint landlords at least one of them, requires the premises as his or his spouse's only or principal home.

45 **Ground II of part I of Schedule 2 of the Housing Act 1988**

The landlord gives notice to the tenant that possession of the premises may be sought under Ground II of part I of Schedule 2 of the Housing Act 1988 in that:-

The premises are subject to a mortgage granted before the beginning of the tenancy and; the mortgagee is entitled to exercise a power of sale conferred on him by the mortgage or by section 101 of the Law of Property Act 1925; and the mortgagee requires possession of the premises for the purpose of disposing of it in exercise of that power and; either notice was given as mentioned in Ground I above or a Court is satisfied that it is just and equitable to do so

For the purposes of this Ground "mortgage" includes a charge and "mortgagee" shall be construed accordingly.

SIGNED by the Landlord.....

Witness:

.....

(Full name and address)

[redacted]

SIGNED by the Tenant .....

Richard Forte

Witness:

.....

(Full name and address)

[redacted]