

Witness Statement for XXXX (Defendant)

In the County Court at Staines Claim No.XXXX

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IN THE COUNTY COURT AT STAINES

CLAIM No: **G1GF583Y**

BETWEEN:

UK CAR PARK MANAGEMENT LTD (Claimant)

-and-

[REDACTED]

**Witness Statement**

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1. I am [REDACTED] and I am the defendant against whom this claim is made. The facts below are true to the best of my belief and my account has been prepared based upon my own knowledge. Any evidence to my statement I will refer to the attached documents as Exhibit DD01, Exhibit DD02 and so on. My defence is repeated and I will say as follows:

2. The facts in this statement come from my personal knowledge. Where they are not within my personal knowledge, they are true to the best of my information and belief.

3. I am the Registered Keeper of the vehicle in question on the 7th December 2018 and thereafter.

4. The claim against me relates to parking charges that allegedly occurred at my previous address [REDACTED] where I was a tenant from 31st August 2018 to 30th August 2020 [See exhibit DD01 Assured shorthold tenancy agreement].

5. When I moved into the property the landlord told me parking bay 170 was allocated to the property. At some point, previous to my tenancy the managing agents contracted with the Claimant company, but they are strangers to the lease I signed, and I was led to believe that

the regime was intended to deter trespassers not long-standing residents who pay towards the buildings upkeep.

6. On the date of the incident my vehicle was displaying the parking permit, where part of the Claimant's logo and bay number is visible. The parking attendant clearly saw this permit as they have provided photographs of it.

7. I had no reason not to display the permit for my allocated bay but it was merely displayed out of courtesy for other residents to see. It was always displayed but I was completely unaware of any obligation or onerous risk of a parking charge against residents; surely the intention of the landowners cannot have been to see known, permitted residents fined and sued. The only parking permit in my possession was the one for the allocated bay my vehicle was parked in.

8. The underground car park contains allocated parking spaces demised to residents, and a few visitor-parking bays. Access to this car park is restricted and the electric gate opened only by using a key fob, given only to residents authorised to enter the car park.

### **Primacy of Contract**

9. There is no licence to park that this Claimant can possibly offer me that I did not already have as an unfettered right. This Claimant is trying to run the car park like a commercial site, on the same punitive terms as a trespasser would be charged. This would clearly be a derogation from grant and I wish to make clear that I did not agree to contractual terms, just because a permit was imposed upon me with no opt out offered. Permits were displayed as a courtesy only, to show other residents who was parked.

10. Under the terms of my lease there is one reference made about parking motor vehicles. States under special provisions The 'Rights granted to the Tenant' within the 'Lease' "It is agreed that the Tenant has use of one car parking space - for car registration [REDACTED] - at the Property throughout the Tenancy Period" no mention of needing to display a valid permit.

11. The parking bay allocated to the property where my car was parked on a nightly and daily basis is clearly marked with number 170 [See exhibit DD02 picture of parking bay], as allocated solely to the resident of marked apartment.

12. There are no terms within the lease requiring lessees to display parking permits, or to pay

penalties to third parties, such as the Claimant, for non-display of the same. Therefore, my case relies on Primacy of Contract. I refer previous cases such as Pace v Mr N [2016] C6GF14F0 [2016] [See exhibit DD03], where it was found that the parking company could not override the tenant's right to park by requiring a permit to park.

13. I did, at all material times, park in accordance with the terms granted by the lease. The erection of the Claimant's signage, and the purported contractual terms conveyed therein, are incapable of binding me in any way, and their existence does not constitute a legally valid variation of the terms of the lease. Accordingly, I deny having breached any contractual terms whether express, implied, or by conduct.

14. My vehicle clearly was 'authorised' as per the lease and primacy of contract and avers that the Claimant's conduct in aggressive ticketing is in fact a matter of tortious interference, being a private nuisance to residents. In this case the Claimant continues to cause a substantial and unreasonable interference with the land/property, or my use or enjoyment of that land/property.

15. The Claimant, or Managing Agent, in order to establish a right to impose unilateral terms, which vary the terms of the lease, must have such variation approved by at least 75% of the leaseholders, pursuant to s37 of the Landlord & Tenant Act 1987, and I am unaware of any such vote having been passed by the residents.

18. This is clear from several cases. An example In PCM-UK v Bull et al B4GF26K6 [2016] [See exhibit DD04], residents were parking on access roads. The signage forbade parking and so no contract was in place. A trespass had occurred, but that meant only the landowner could claim, not the parking company.

19. The lease does not limit, nor can it limit the use of the allocated parking bay nor can I, the tenant be charged for using it appropriately. There is no requirement under the lease to display a permit to park in the allocated parking bay for the associated property. The lease has primacy of contract. This attests to the judgment of Deputy District Judge Metcalf in the Link Parking Ltd v Parkinson – C7GF50J7 case. [See exhibit DD05]

### **DE MINIMIS PRINCIPLE / UNFAIR TERM**

22. I parked in accordance with the Lease agreement with the Landlord and genuinely made every effort to comply with the spirit of parking in accordance with maintaining the control

intended by the Landlord. The permit simply slipped into the dashboard due to poor adhesive yet was still visible, therefore this small human error comes under the de minimis principle.

23. In *Jolley v Carmel Ltd* [2000] 2 –EGLR -154, it was held that a party who makes reasonable endeavours and takes reasonable steps to comply with contractual terms, should not be penalised for breach outside of their control. [See exhibit DD06]

24. It is my view that the display of a valid permit in some circumstances can be synonymous with a parking ticket bought from a machine. Fluttering tickets are routinely accepted as a valid defence to Council Penalty Charge Notices and whilst contractual principles are not applied to such notices, it is indicative of the fact that circumstances out of your control, and where the driver has clearly paid for the parking, are deemed a good reason for those notices to be cancelled.

### **Redaction**

26. The Claimant has appended a redacted 'landowner contract' which has little or no probative value and which offends against the rules of evidence. There is nothing to show the boundary/map, nothing to say what the landowner's approach (whoever they may be) is to penalising genuine patrons who pay towards the buildings upkeep, and even the signatories could be anyone (even a stranger to the land?). It is clear that two Directors have not signed this contract for either party, contrary to the Companies Act 2006. The network of contracts are key in these cases, since the parking charges are argued to be contractual and the authority to sue visitors must flow from the landowner, not an agent.

27. In the recent Court of Appeal case of *Hancock v Promontoria (Chesnut) Limited* [2020] EWCA Civ 907 – [See exhibit DD07]

The Court of Appeal are now clear that most redactions are improper where the Court are being asked to interpret the contract. Ref. paras 74 & 75 "*...The document must in all normal circumstances be placed before the court as a whole. Seldom, if ever, can it be appropriate for one party unilaterally to redact provisions in a contractual document which the court is being asked to construe, merely on grounds of confidentiality...confidentiality alone cannot be good reason for redacting an otherwise relevant provision...*"

### **Abuse of process - the quantum**

28. The Claimant has added a sum disingenuously described as 'damages/admin' or 'debt collection costs'. The added £60 constitutes double recovery and the court is invited to find the quantum claimed is false and an abuse of process [See exhibit DD08] transcript of the

Approved judgment in *Britannia Parking v Crosby* (Southampton Court 11.11.19). That case was not appealed and the decision stands.

29. Whilst it is known that another case that was struck out on the same basis was appealed to Salisbury Court (the *Semark-Jullien* case), the parking industry did not get any finding one way or the other about the illegality of adding the same costs twice. The Appeal Judge merely pointed out that he felt that insufficient information was known about the *Semark-Jullien* facts of the case (the Defendant had not engaged with the process and no evidence was in play, unlike in the Crosby case) and so the Judge listed it for a hearing and felt that case (alone) should not have been summarily struck out due to a lack of any facts and evidence.

30. The Judge at Salisbury correctly identified as an aside, that costs were not added in the Beavis case. That is because this had already been addressed in ParkingEye's earlier claim, the pre-Beavis High Court (endorsed by the Court of Appeal) case *ParkingEye v Somerfield* (ref para 419): [See exhibit DD09]

*"It seems to me that, in the present case, it would be difficult for ParkingEye to justify, as against any motorist, a claim for payment of the enhanced sum of £135 if the motorist took the point that the additional £60 over and above the original figure of £75 constituted a penalty. It might be possible for ParkingEye to show that the additional administrative costs involved were substantial, though I very much doubt whether they would be able to justify this very large increase on that basis. On the face of it, it seems to me that the predominant contractual function of this additional payment must have been to deter the motorist from breaking his contractual obligation to pay the basic charge of £75 within the time specified, rather than to compensate ParkingEye for late payment. Applying the formula adopted by Colman J. in the Lordsvale case, therefore, the additional £60 would appear to be penal in nature; and it is well established that, in those circumstances, it cannot be recovered, though the other party would have at least a theoretical right to damages for breach of the primary obligation."*

31. This stopped ParkingEye from using that business model again, particularly because HHJ Hegarty had found them to have committed the 'tort of deceit' by their debt demands. So, the Beavis case only considered an £85 parking charge but was clear at paras 98, 193 and 198 that the rationale of that inflated sum (well over any possible loss/damages) was precisely because it included (the Judges held, three times) 'all the costs of the operation'. It is an abuse of process to add sums that were not incurred. Costs must already be included in the parking charge rationale if a parking operator wishes to base their model on the *ParkingEye v Beavis* case and not a damages/loss model. This Claimant cannot have both.

32. This Claimant knew or should have known, that by adding £60 in costs over and above the purpose of the 'parking charge' to the global sum claimed is unrecoverable, due to the POFA at 4(5), the *Beavis* case paras 98, 193 and 198, the earlier *ParkingEye Ltd v Somerfield* High Court case and the Consumer Rights Act 2015 ('CRA') Sch 2, paras 6, 10

and 14. All of those seem to be breached in my case and the claim is pleaded on an incorrect premise with a complete lack of any legitimate interest.

### **My fixed witness costs - ref PD 27, 7.3(1) and CPR 27.14**

33. As a litigant-in-person I have had to learn relevant law from the ground up and spent a considerable time researching the law online, processing and preparing my defence plus this witness statement. I ask for my fixed witness costs. I am advised that costs on the Small Claims track are governed by rule 27.14 of the CPR and (unless a finding of 'wholly unreasonable conduct' is made against the Claimant) the Court may not order a party to pay another party's costs, *except fixed costs such as witness expenses* which a party has reasonably incurred in travelling to and from the hearing (including fares and/or parking fees) plus the court may award a set amount allowable for loss of earnings or loss of leave.

34. My travel costs depend upon whether the hearing is in person but the fixed sum for loss of earnings/loss of leave apply to any hearing format and are fixed costs at PD 27, 7.3(1) "*The amounts which a party may be ordered to pay under rule 27.14(3)(c) (loss of earnings)... are: (1) for the loss of earnings or loss of leave of each party or witness due to attending a hearing ... a sum not exceeding £95 per day for each person.*"

### **CPR 44.11 - further costs**

35. I am appending with this bundle, a fully detailed costs assessment which also covers my proportionate but unavoidable further costs and I invite the court to consider making an award to include these, pursuant to the court's powers in relation to misconduct (CPR 44.11). In support of that argument, I remind the court that I appealed and engaged with the Claimant at every step and they knew all along that the tariff has been paid. Not only could this claim have been avoided and the Claimant has no cause of action but it is also vexatious to pursue an inflated sum that includes double recovery. This is compounded by the witness altering the Statement of Truth (an attempt to avoid a personal duty) and attaching stock images of signs instead of actual images and a redacted 'landowner authority' document that could be from anyone, as well as trying to mislead me and the court with a citation of *Elliott v Loake* which has already been held on appeal to be 'improper' in a parking case.

### **Statement of truth:**

I believe that the facts stated in this Witness Statement are true. I understand that proceedings for contempt of court may be brought against anyone who makes, or causes to be made, a false statement in a document verified by a statement of truth without an honest belief in its truth.

**SIGNATURE**

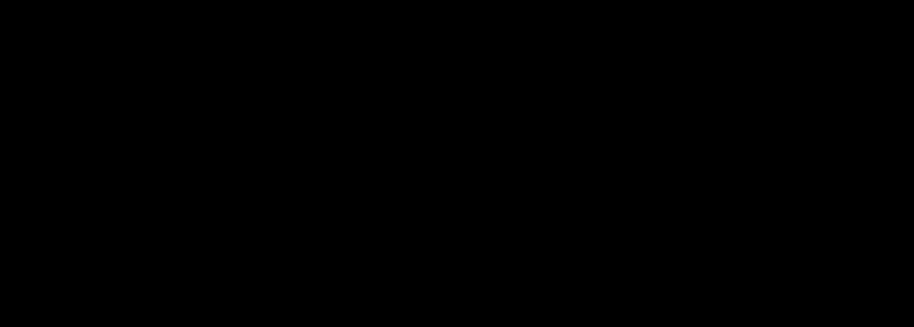
**DATE**



## **AGREEMENT FOR CREATION OF AN ASSURED SHORTHOLD TENANCY**

### **CORE TERMS**

#### **FOR OFFICIAL USE ONLY**



**OCCUPIER** [REDACTED]

**OCCUPIER** [REDACTED]

**LANDLORD** [REDACTED]

**OF 1 Staine**

**PROPERTY** [REDACTED]

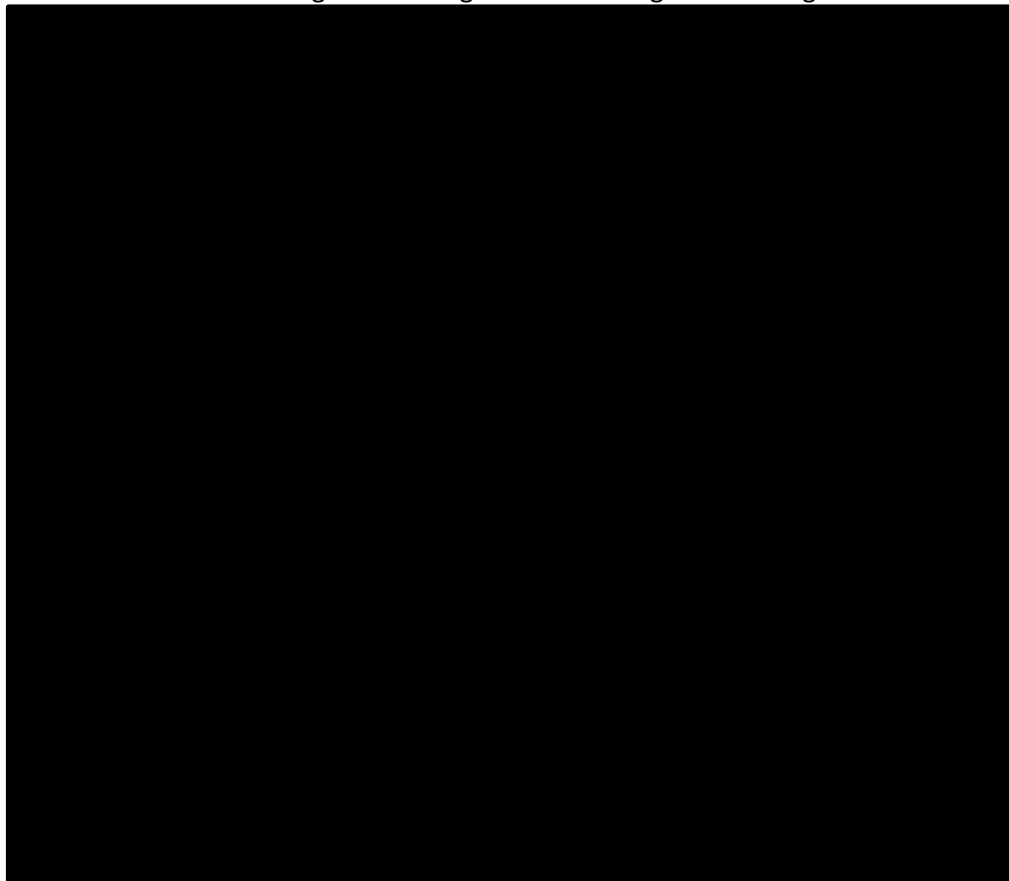
[Including p [REDACTED]

**CONTENTS**

Property lis [REDACTED]

items subse [REDACTED]

**TENANCY PERIOD** Starting on 31st August 2018 Ending on 30th August 2020



the sooner

## **DEPOSIT**

Five Pounds

deposit is

The Landlord

The Deposit

Deposit Scheme.

The Landlord lets the Property and the Contents to the Tenant at the Rent for the Tenancy Period on the

Standard Letting Terms set out in this Tenancy Agreement as varied or supplemented by any Special Letting

Terms, or Pre Tenancy Conditions.

This is an Assured Shorthold Tenancy under the Housing Act 1988. The Tenant understands that the Landlord will be entitled to recover possession of the Property when the Tenancy Period ends.

The Landlord's/Agent's name and address to be used by the Tenant for all notices (including those in legal

proceedings) to be served on the Landlord is:

Notices Under Tenancy Agreements

Chancellors Residential Lettings

One Station Square

Bracknell

RG12 1QB

All posted notices must be sent by Recorded Delivery.

Alternatively they may be sent by E-mail to [southeastpm@chancellors.co.uk](mailto:southeastpm@chancellors.co.uk).

The Deposit Protection Scheme under which the Deposit will be protected is the:-

## **Tenancy Deposit Scheme**

# **STANDARD LETTING TERMS**

## **1. INTERPRETATION OF THIS AGREEMENT**

In these Letting Terms

(a) The Landlord includes the persons for the time being entitled to receive the Rent and entitled to vacant possession of the Property at the end of the tenancy.

(b) The Lead Tenant is the individual Tenant that acts on behalf of all the other Tenants and upon whose authorisation deposit negotiations and repayment will be conducted.

(c) The Tenant includes any person having title under this Agreement.

(d) The Guarantor (if applicable) is the person who guarantees to pay the Rent under this Agreement in the event of the Tenant failing to do so and who guarantees to ensure the Tenant complies with his obligations under this Agreement.

(e) 'Costs and Expenses' includes reasonable costs and expenses of the Landlord's Agent solicitor and other professional advisers.

(f) All references relating to the Property apply to every part of it and all of the fixtures fittings and decorations.

(g) When two or more persons are together the Landlord or two or more persons are together the Tenant they are

responsible for their obligations both jointly and individually.

(h) If a word is in the singular it will also include the plural and vice versa and if the masculine gender is used it will also include the feminine gender.

(i) If the Landlord owns the Property on a lease the Landlord will ensure that (where appropriate) the obligations of the superior Landlord are fulfilled.

(j) Any consent required from the Landlord may be given by the Landlord's Agent and any notice required to be given by or to the Landlord will be accepted as given or served if given by or to the Landlord's Agent.

(k) ICE means the Independent Case Examiner of The Dispute Service Ltd.

(l) Agent means a person who is authorized to act on behalf of another, in this instance the Landlord.

(m) Member means the Landlord's agent who is also a member of the Tenancy Deposit Scheme.

(n) Stakeholder means that the person holding the tenancy deposit during the tenancy between the parties (landlord and tenant) should obtain the agreement of both sides before making any deductions for damage, cleaning etc.

(o) The headings are only for convenience and not part of the Letting Terms.

(p) If any Clause of this Agreement is held invalid or is otherwise unenforceable the remainder of this Agreement shall not thereby be invalidated.

(q) The laws of England and Wales apply to this Agreement and in the event of a dispute if either the Landlord or the Tenant wants to take Court proceedings they must do so within England and Wales.

## **2. NOTICES**

2.1 Any Notice required to be served upon the Tenant will be accepted to be properly given if it is left at the Property or if sent by

post to the Tenant at the Property or is faxed to the Tenant or e-mailed to the Tenant at the fax number or e-mail address supplied by the Tenant.

2.2 The Landlord gives Notice to the Tenant that possession of the Property might be recovered under Ground 1 of Schedule 2 to

Housing Act 1988 under which the Court must order possession of the Property where the Landlord has previously occupied

the Property as his only or principal home or requires the Property as the only or principal home for himself or his spouse.

2.3 The Landlord serves notice to the Tenant that possession of the Property might be recovered under Ground 2 of Schedule 2 of

the Housing Act 1988 on the basis that the Property is subject to a mortgage made before this Agreement and the mortgagee becomes entitled to exercise a power of sale and requires possession of the Property for the purpose of selling it

with vacant possession under that power.

## **3. LANDLORD'S OBLIGATIONS**

### **3.1 Occupation by Tenant**

The Landlord will give the Tenant exclusive uninterrupted occupation of the Property together with the exclusive use of the Contents together with the right (shared with others) to use any communal entrance hall, stairs, and lifts in the building giving

access to the Property (if applicable) but reserving to the Landlord the free and uninterrupted passage of all electricity, communications, signals, gas, water and soil through the wires, cables, pipes, flues and drains, in or through the Property and any

right of light or air now enjoyed by the Property over any adjoining Property during the Tenancy Period for so long as the Tenant

complies with the Tenant's obligations under this Tenancy Agreement.

### **3.2 Insurance**

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(a) The Landlord will arrange for the Property and the Contents (but not the Tenant's possessions) to be insured under comprehensive insurance policies and provide the Tenant with a copy of the current Insurance policy prior to the Tenant signing this Agreement, see Schedules 1-5.

(b) The Landlord will use all reasonable efforts to arrange for damage caused by an insured risk to be remedied as soon as practicable.

(c) If any part of the Property is damaged or destroyed by the insured risks and thereby rendered unfit for human habitation during the tenancy and so long as the Landlord's insurance policy has not been invalidated by any act or default of the Tenant the Rent or a fair portion according to the nature and extent of the damage sustained can be suspended until the Property will again be rendered fit for human habitation.

**BUT** (b) and (c) will not apply if the insurers refuse to pay out the policy monies because of anything the Tenant has done or failed to do.

(d) The Landlord will not be obliged to rebuild or reinstate the Property in case of destruction or damage by fire or by tempest flood or other unavoidable accident. In such cases the tenancy will end on the day the Property becomes unfit for occupancy.

Where the superior Landlord is obliged to insure the Property the Landlord will take all reasonable steps to ensure the comprehensive insurance of the Property throughout the tenancy and to provide a copy of the insurance, to

the Tenant, prior to entering into this Agreement.

### **3.3 Main Repairs**

The Landlord will maintain in good condition:

- (a) the outside of the Property;
- (b) the main structure of the Premises; and
- (c) the installations for the supply of water electricity gas space heating and water heating and sanitation in addition to the maintenance of all mechanical, electrical and gas appliances which form part of the content of the Property.

**BUT** this does not include remedying any damage caused by the Tenant or his invitees or by misuse by the Tenant or his invitees

or of which the Landlord has no knowledge or to carry out works for which the Tenant is liable under his duty to use the Property carefully and properly unless the cost is met by insurance under Clause 3.2.

3.4 The Landlord will pay the Rents and other sums payable under the superior lease and will observe all obligations imposed on

him by that lease except for those which are the Tenant's obligations under this Tenancy Agreement. A summary of the lease will be provided to the Tenant with this Agreement.

3.5 The Landlord will keep the garden at the Property properly tended tidy and free of rubbish.

3.6 If the tenancy created results in the Property becoming a House in Multiple Occupation or a Licensable House in Multiple

Occupation Act 2004, the Landlord warrants that:-

- (a) he is a fit and proper person as defined by the Housing Act 2004
- (b) the Property will meet the standards for a House in Multiple Occupation as defined by the Housing Act 2004
- (c) the Property has, or will have a valid fixed wiring pass certificate

3.7 The Landlord agrees that all accounts for Gas and Electricity will be transferred to the Tenant(s)' names for the duration of the

let and that Spark Energy will be set up as the provider of Gas and Electricity at the beginning of each let. Tariffs are available at [www.sparkenergy.co.uk/welcome](http://www.sparkenergy.co.uk/welcome). Spark Energy's Supply Contract Terms including Privacy Policy can be found at

[www.sparkenergy.co.uk/documents/spark\\_energy\\_supply\\_contract\\_terms\\_sept15.pdf](http://www.sparkenergy.co.uk/documents/spark_energy_supply_contract_terms_sept15.pdf). However this will not prevent the Tenant from changing to a different energy provider if desired.

## **4. TENANT'S OBLIGATIONS**

### **4.1 Payment of Rent**

(a) The Rent is payable in advance on the day of each month specified in this Agreement save that the first payment or proportionate part of it is to be made on the signing of this Agreement for the period to the day on which Rent should next be paid.

(b) The Tenant will pay by single standing order to the Landlord's Agent's bank the Rent to be received by the date due. If any party other than the Tenant pays all or part of the Rent, payments will be accepted as having been made as Agent for and on behalf of the Tenant.

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(c) The Tenant will pay the Rent in full at the times and in the manner specified above whether demanded or not. If the Tenant believes that the Landlord is in breach of his obligations under the Agreement he should promptly contact the Landlord or the Landlord's Agent to enable this breach to be put right.

(d) The Tenant agrees that all accounts for Gas and Electricity will be transferred to the Tenant(s)' names for the duration of the let. The tenant acknowledges that at the start of the let, the Gas and Electricity for the property will be provided or will be in the process of being provided, by Spark Energy. Tariffs are available at

[www.sparkenergy.co.uk/welcome](http://www.sparkenergy.co.uk/welcome). Spark Energy's Supply Contract Terms including Privacy Policy can be found at [www.sparkenergy.co.uk/documents/spark\\_energy\\_supply\\_contract\\_terms\\_sept15.pdf](http://www.sparkenergy.co.uk/documents/spark_energy_supply_contract_terms_sept15.pdf). However, this will not prevent the Tenant from changing to a different energy provider if desired.

### **4.2 Interest and Costs on late payment and for other methods of payment**

(a) If the Tenant fails to pay within seven days of the date due any amount of Rent or other sum payable to the Landlord under this Tenancy Agreement the Tenant will on demand pay to the Landlord interest on that amount at the rate of three percent above the Bank Of England Base Rate calculated from the date due until actual payment.

In addition the Tenant will pay on demand any bank charges and administration costs incurred by the Landlord or his Agent as a result and any legal costs reasonably incurred by the Landlord as a result of the Tenant's failure to pay.

(b) If the Tenant pays by any other method than that stipulated in Clause 4.1(b) he will reimburse the Landlord for all the Agent's reasonable costs.

### **4.3 Outgoings**

The Tenant will promptly pay:

(a) The Council Tax or similar tax in respect of the Property or its occupants until such time as the tenancy formally ends to include periods where the tenant is not in occupation where the tenant will still remain responsible until the formal ending of the tenancy.

(b) All charges for gas electricity and any other fuel water and telephone services consumed on or supplied to the

property until such time as the tenancy formally ends to include void periods where the tenant will still remain responsible until the formal ending of the tenancy including standing charges and rental services as well as units used.

(c) the reasonable costs charges and expenses (including VAT) in connection with the checking of the Inventory at the start and end of the Tenancy Period (however it ends);

(d) The reasonable costs charges and expenses (including VAT) and legal costs incurred by the Landlord as a result of the Tenant's breach of his obligations under this Agreement.

(e) The reasonable costs charges and expenses (including VAT) as a result of the Tenant's applications for any consent of the Landlord required by this Agreement even if the consent is refused or the application withdrawn and/or

(f) the reasonable costs of the Landlord or his Agent for considering the Tenant's application for this tenancy taking up references and preparing and completing this Agreement and any subsequent Agreement.

#### *4.4 Use of Property and Contents*

Although the Landlord has certain legal duties to repair and keep in working order the Property and its Contents the Tenant

and his invitees will:

(a) use the Property and the Contents carefully and properly and will not damage them;

(b) take proper precautions to prevent the escape of water from the Property keep all gutters sewers drains except those that are the superior Landlord's responsibility sinks baths lavatories water and pipes free from obstruction and properly cleaned to report promptly any damage or blockage to the Landlord's Agent. In the event of damage being caused by the act or lack of action of the Tenant or his invitees to advise the Landlord or his Agent of the damage so that it can be repaired or replaced by the Landlord which will be at the Tenant's expense whether or not the Landlord or his Agent have been advised of the damage;

(c) not use or store in the Property any portable heating equipment fuelled by paraffin, bottled gas or oil;

(d) not bring any prohibited drugs or dangerous substances or those which may cause a potential fire hazard into the Property unless the Landlord consents such consent not to be unreasonably withheld;

(e) ensure that Smoke Alarms and any Carbon Monoxide detectors are regularly tested and batteries replaced as necessary and to report promptly any fault with these devices to the Landlord/Landlord's Agent;

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(f) not do anything which invalidates the insurance of the Property or the Contents or entitles the insurers to refuse to pay out policy monies or to increase the insurance premiums; and

(g) ensure that the Property is properly ventilated throughout the Tenancy Period and report to the Landlord's Agent any damage that has been or is being caused to the structure of the Property by lack of ventilation and if the damage is caused by the Tenant's default or his invitees advise the Landlord of the damage so that it can be repaired or replaced by the Landlord at the Tenant's expense.

#### *4.5 Maintain the Condition of the Property*

The Tenant and his invitees will:

(a) keep the inside of the Property clean;

(b) maintain the interior decoration to the condition described in Schedules 1-5;

(c) only use the chimney, if any, with the Landlord's permission, such permission not to be unreasonably withheld if the chimney is safe for use;

(d) arrange for any chimneys used for open fires during the period of occupation, if any, to be swept either at the end of the Tenancy Period or if the Tenancy Period is for more than one year every spring;

(e) only store fuel in the place provided for that purpose;

(f) at the end of the Tenancy Period clean all the windows inside and out and leave the Property cleaned to a good professional standard throughout;

(g) not place any rubbish in corridors stair wells lifts and entrance halls serving the Property and properly dispose of all rubbish promptly

(h) in an emergency take the appropriate minimum remedial action to prevent further damage to the Property and notify the Landlord's Agent immediately of the emergency and the steps taken but not otherwise to arrange or carry out repairs without first giving the Landlord notice and a reasonable opportunity to carry out repairs himself;

(i) not hang stick or fix in any manner pictures or other objects to any walls of the Property except by using commercially produced picture hooks properly affixed and make good any damage or marks left as a result or from any breach of this clause;

(j) give prompt written notice to the Landlord / Landlord's Agent of any defect in the Property;

(k) be responsible for maintaining and repairing any of his own belongings or those of his invitees at the Property

**BUT** If the Tenant complies with Clause 4.4 regarding use of the Property and Contents the Tenant will not be responsible for fair wear and tear caused by normal use or for damage by risks insured by the Landlord in accordance with this Agreement unless the Insurers refuse to pay out the policy monies because of anything the Tenant or his invitees has done or failed to do.

#### *4.6 Replace Damaged Items and not remove Contents*

The Tenant will promptly pay for or replace:

(a) glass broken by the Tenant or his invitees;

- (b) appliance batteries, including those for Smoke Alarms and Carbon Monoxide detectors, and light bulbs;
- (c) any contents which are damaged destroyed or lost during the Tenancy Period and will not remove any contents from the Property without first getting written consent from the Landlord or his Agent; and/or
- (d) any components of gas electrical heating or other appliances which become defective due to misuse by the Tenant or invitees

**BUT** If the Tenant complies with Clause 4.4 regarding use of Property and Contents the Tenant will not be responsible for damage by risks insured by the Landlord under this Agreement (Clause 3.2).

#### *4.7 Allow entry by the Landlord and his Agent*

The Tenant will allow the Landlord or the Landlord's Agent and any Superior Landlord (and where necessary with workmen and others) at all reasonable times during the Tenancy Period having been given at least 24 hours written notice (or without

notice in emergency) to enter the Property and if necessary by use of the Landlord's keys for the purposes of:

- (a) repairing or painting the outside of the Property or carrying out any structural or other necessary repairs to the Property;

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- (b) examining the state and condition of the Property and of the Contents;
- (c) conducting fixed wiring tests or other such inspections if the Property is a House in Multiple Occupation as defined by the Housing Act 2004;
- (d) in the last two months showing the Property to prospective Tenants who will be accompanied by the Landlord's Agent, and putting up a 'To Let' sign;
- (e) putting up a 'For Sale' sign and showing the Property to prospective Purchasers who will be accompanied by the Landlord's Agent.

#### *4.8 Notice to Repair*

If the Landlord or the Landlord's Agent gives the Tenant written notice requiring the Tenant to remedy any failure by the Tenant to comply with Clauses 4.4 to 4.6 above the Tenant will carry out the necessary remedial work within one month from being given the notice. If the Tenant does not do so the Tenant will having been given at least 48 hours written notice permit the Landlord and all persons authorised by the Landlord or the Landlord's Agent to enter the Property to carry out the work set out in the notice and to pay the Landlord the reasonable costs of any works.

#### *4.9 Assigning*

4.9.1 The Tenant will not without the written consent of the Landlord such consent not to be unreasonably withheld assign all or part of the Property

4.9.2 If consent is unreasonably refused the Tenant may terminate this Agreement by giving one months notice to the Landlord or the Landlord's Agent.

4.9.3 The Tenant will be responsible for all the Landlord's reasonable costs of the termination of the tenancy and reletting of the Property.

#### *4.10 Not to Sell Charge Sublet or Share the Property*

(a) Save for occasional non-paying guests the Tenant will not sell let lend charge or otherwise dispose of or part with possession of all or part of the Property or any of the Contents or receive paying guests.

(b) If the Tenant(s) named in this Tenancy Agreement allow more than the permitted number of occupants to occupy the Property, without the express permission of the Landlord, the Tenant(s) hereby agree to indemnify the Landlord of all of his reasonable legal costs and all reasonable allied expenses, including Vat, incurred in the event of any action being taken against the Landlord by a third party by reason of the occupants exceeding the permitted number. An example where such costs may be incurred by the Landlord (though not limited to only such example) would be if the Landlord were to be prosecuted under Section 72 of the Housing Act 2004.

#### *4.11 Private Residential Use Only*

The Tenant will not carry on any profession trade or business whatsoever at the Property or receive paying guests but will use it only as a private residence for the occupation of the Tenant and the Tenant's children (if any) save only for occasional

non-paying guests.

#### *4.12 Proper Conduct*

The Tenant or his invitees will not :

- (a) leave the Property unoccupied for more than twenty one consecutive days without first giving prior written notice to the Landlord or his Agent and if the Property is left unattended (even for a short time) the Tenant will ensure all external doors and windows are properly secured;
- (b) do anything or allow others to do anything at the Property which is illegal or immoral or is a nuisance disturbance or annoyance to the Landlord or to the occupiers of any adjoining premises or which may result in the Landlord's insurance of the Property and contents being void or the premium being increased;
- (c) obstruct or frustrate the Landlord, authorised inspectors, authorised contractors or the manager of House in Multiple Occupation in exercising their duties under the Housing Act 2004 in relation to Houses in Multiple Occupation;
- (d) fix on the outside of the Property or on the inside so it may be seen outside any flag placard sign or poster or fix blinds to the windows inside or outside except with the Landlord's written consent such consent not to be

unreasonably withheld;

(e) play any audio equipment or musical instrument or otherwise make any sound in the Property so as to cause a nuisance disturbance or annoyance to the Landlord or to the occupiers of any adjoining premises;

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(f) change any of the locks of the Property or have any duplicate keys made without the prior written consent of the Landlord and if new keys are made promptly deliver a set of these keys to the Property to the Landlord or Landlord's Agent and pay the Landlord any reasonable costs incurred by him in replacing locks to which the keys are lost or not returned;

(g) use any television in the Property without holding a television licence which is to be paid for by the Tenant; and/or

(h) keep any animals fish reptiles insects arachnids or birds at the Property unless the Landlord consents in writing such consent not to be unreasonably withheld

**BUT** such consent can be withdrawn by the Landlord or his Agent in the event of damage to the Property or complaints being received from persons not a party to this Agreement and in the event of such damage the Tenant will advise the Landlord or Landlord's Agent so that it can be repaired or replaced by the Landlord at the Tenant's expense.

#### **4.13 No Alterations or Damage**

The Tenant or his invitees will not :

(a) alter or add to the Property internally or externally;

(b) decorate the exterior of the Property;

(c) change the decor or interior of the Property unless the Landlord or his Agent consents in writing prior to the decoration being carried out, such consent not to be unreasonably withheld ; and/or

(d) do anything which causes damage or destruction to the interior or exterior of the Property.

If the Tenant or his invitees do any of the above the Tenant will pay for the cost of replacement or repair of the damage to the Property caused by any default of the Tenant or his invitees or of putting right the alterations or decorations undertaken

in breach of this clause.

#### **4.14 Cable/Satellite TV**

The Tenant will not install cable or satellite television, or broadband connection, at the Property without first obtaining the Landlord's consent such consent not to be unreasonably withheld and where such consent is granted meet all costs of the installation and removal of the installation and the making good of any resultant damage as may be reasonably required by the Landlord and limited to the works detailed in the Special Letting Terms .

#### **4.15 Pass on Notices**

The Tenant will promptly give to the Landlord or his Agent a copy of any notice order or notice of any legal proceedings relating to the Property received by the Tenant from any superior Landlord government department local or public authority

or other party.

#### **4.16 Smoking**

The Tenant will not smoke or allow any person in or at the Property to smoke at any time unless the Landlord has consented

in writing such consent not to be unreasonably withheld.

#### **4.17 Insurance**

The Tenant:

(a) is advised to insure his own possessions with a reputable insurer;

(b) will reimburse the Landlord in respect of death or injury to any person (including the Tenant) or loss or damage to his property caused by default or negligence of the Tenant and/or his invitees.

#### **4.18 Superior Lease Obligations**

(a) The Tenant will comply with any terms of the superior lease (a copy of which has been provided with this Agreement) other than those for payment of Rent and service charges unless compliance is the sole responsibility of the Landlord under the Agreement and will reimburse the Landlord for any reasonable claims and costs arising as a result of the Tenant's default. See Schedules 1-5

(b) The Tenant will not do anything which under the superior lease requires the consent of the superior Landlord without first obtaining such consent from the Landlord and the superior Landlord if required by this Agreement. The consent of the Landlord will not be unreasonably withheld. The application to the superior Landlord will be at the Tenant's expense whether consent is given or not.

### **5. TERMINATION**

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#### **Landlord's Right of Termination**

5.1 Unless agreed otherwise between the parties if anyone is residing in the Property the Landlord will usually need to obtain a

Court Order to retake physical possession of the premises and enforce the Right of Termination.

5.2 The Landlord is entitled to terminate this Tenancy Agreement by re-entering the Property or any part of it if:

(a) the Rent or any instalment of the Rent is not received in full within fourteen days after becoming payable (whether

- or not the Landlord formally demands it);
- (b) the Tenant fails to comply with any of the Tenant's obligations under this Tenancy Agreement;
- (c) the Tenant becomes bankrupt or enters into a voluntary arrangement with his creditors or if a company goes into liquidation or an interim receiver of his Property is appointed;
- (d) the Tenant shall die;
- (e) the Tenant (without making arrangements with the Landlord or the Landlord's Agent) leaves the Property vacant or unoccupied for thirty days or more; and/or
- (f) if any of the grounds set out as Grounds 8 or Grounds 10-15 (inclusive) and Ground 17 of the Housing Act 1988 and contained in Schedule 2 of the Housing Act 1988 (as amended) apply which relate to a breach of an obligation by the Tenant.

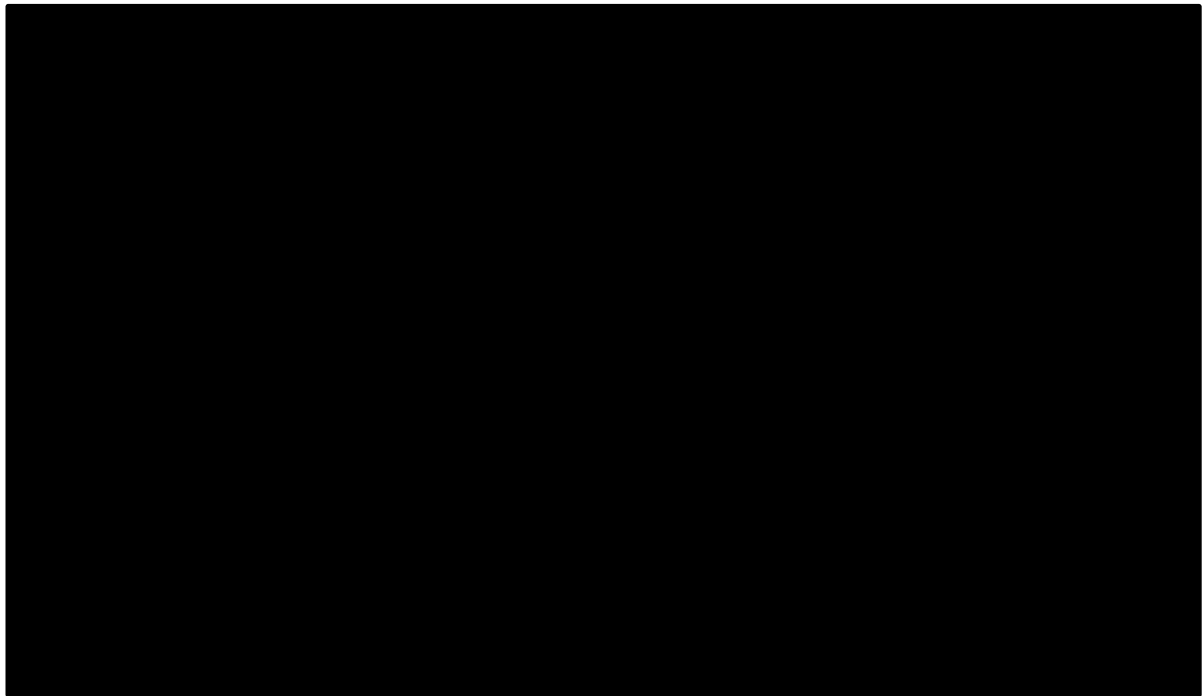
#### *Effect of Termination*

5.3 Termination of this Tenancy Agreement under Clause 5.2 ends the Tenancy Period but does not release the Tenant from any outstanding obligations.

5.4 For the avoidance of doubt, the acceptance of monies after the Tenant has breached any of his obligations contained in this

Agreement will not prejudice the Landlord's right to enforce compliance with this Agreement and any such monies will be accepted as payment for use and occupation of the Property and not as Rent.

## **6. THE DEPOSIT**



which is available on request, and also as required by the Housing Act 2004 as documented in the Deposit Protection Addendum.

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6.4 As soon as practicable after the end of the Tenancy Period (however it ends) and vacant possession of the Property has been obtained the deposit will be refunded to the Tenant less any deductions properly made and monies properly due to the Landlord.

6.5 The interest earned upon the Deposit is retained by the Landlord's Agent.

#### *6.6 Payment of Deposit*

(a) On the signing of this Agreement the Tenant will pay the Deposit to the Landlord's Agent which he will hold as Stakeholder throughout the tenancy in accordance with the Landlord's Agent's Deposit Dispersal Procedures as security for compliance by the Tenant with his obligations under this Agreement. If the Deposit has to be used during the course of the tenancy the Tenant will immediately on demand pay to the Landlord or the Landlord's Agent the sum needed to restore the deposit to the full amount.

(b) The Tenant will not be entitled to set off or transfer the Deposit during the tenancy against any liabilities of his under this Agreement or any arrears of Rent or future Rent.

6.7 The Landlord's Agent must tell the Tenant as soon as is practicable after the end of the Tenancy if they propose to make any deductions from the Deposit.

6.8 If there is no dispute the Landlord's Agent 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 calendar days of the Landlord and the Tenant agreeing the allocation of the Deposit. All Tenants agree that the Deposit will be distributed to the Tenants as per the instructions of the Lead Tenant. If the Lead Tenant is not able to or unwilling to confirm their instructions CGEAL will distribute the deposit equally between all Tenants.

6.9 If after 10 calendar days of requesting the return of the Deposit if the Deposit has not been returned the Tenant may apply

to TDS for adjudication of a dispute. The Landlord may refer a dispute over the return of the Deposit to the TDS.

6.10 Any personal information provided by the Tenant to the Landlord or Landlord's Agent before, during the course of the tenancy or after the tenancy has ended may be made available to the Tenancy Deposit Scheme (TDS) via their evidence portal in the event of a dispute concerning the Deposit upon which the Tenancy Deposit Scheme have been asked to adjudicate.

6.11 The statutory rights of the Landlord and the Tenant to take legal action through the County Court remain unaffected by the

clauses of this Addendum.

6.12 If the Landlord or Tenant is not happy with the decisions of the Landlord's Agent acting as expert, or that of the Independent

Case Examiner under the TDS they are still able to have the matter considered by the Court. Such an application will be subject to prescribed Court fees and may also attract other costs.

6.13 If the Deposit is insufficient to pay all the monies due to the Landlord under Clause 6.2 above the Tenant will pay the Landlord

promptly on demand any further money (by cleared funds) needed to pay the shortfall. If cleared funds are not received within seven days of being demanded interest will be added to the amount at the rate of three percent above the Bank of England Base Rate calculated from the date demanded.

6.14 In the event of any conflict between the terms of this Agreement and the rules of the relevant Deposit Protection Scheme the

rules of the Deposit Protection Scheme will apply.

6.15 All awards of the deposit made in the landlords favour as a result of adjudication by the TDS will be paid by the TDS to the agent.

## **7. INVENTORY AND SCHEDULE OF CONDITION**

An Inventory and Schedule of Condition will be arranged prior to the commencement of the Tenancy. At check in the Tenant will

sign the Inventory and Schedule of Condition accepting the property as described therein. Should the Tenant take possession of the

property for any reason before signing the Inventory and Schedule of Condition, the Tenant agrees that the Inventory and Schedule

of Condition will be accepted as a true record of the property, its contents and their condition.

## **8. VACANT POSSESSION**

8.1 If at the end of the tenancy the Tenant vacates the Property but does not remove all of his goods or possessions or those

belonging to members of the Tenant's household and or invitees the Landlord will be entitled to charge a sum equal to the 10962-100192170-20/08/201810:27 Page 11

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amount of the Rent for the period from the end of the tenancy until the Tenant's goods have been removed from the Property.

8.2 If at the end of the tenancy the Tenant vacates the Property but does not remove all of his goods or possessions or those

belonging to members of the Tenant's household and or invitees the Landlord or his Agent may remove them at the sole risk

of the Tenant and place them in storage for a period not exceeding twenty eight days and the Tenant will be responsible for

the cost of removal and storage. The Landlord or his Agent will use all reasonable efforts to notify the Tenant promptly that he has taken this step and the Tenant will provide a forwarding address for this purpose.

8.3 If the Tenant has failed to collect the items within twenty eight days the Landlord or his Agent may dispose of the goods in

accordance with Sections 12 & 13 of 'The Torts (Interference with Goods) Act 1977' to cover any expense incurred and the balance (if any) will be paid to the Tenant provided all expenses and debts have been paid and the sum is claimed within twenty eight days of the date of sale.

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## **PRE TENANCY CONDITIONS**

The following provisions have been agreed upon between the Landlord and Tenant and will be completed prior to the

commencement of the Tenancy Period  
None

## SPECIAL LETTING TERMS

The following special letting terms have been specifically and individually agreed between the Landlord and Tenant

### 1. CABLE/SATELLITE/BROADBAND

The Landlord has given permission for the Tenant to install cable and satellite television and broadband connection. The Tenant

must meet all costs for installation and removal of the installation if required by the Landlord, and the making good of any resultant damage as may be reasonably required by the Landlord.

### 2. EARLY TERMINATION

Subject to the giving of at least two months' notice in writing to the Tenant it is agreed that the Landlord may serve notice for

the tenancy to end provided that the end date of the notice period is at least six months after the tenancy commenced and immediately at the end of the notice period the tenancy will end however the ending of the tenancy does not release either

the Landlord or the Tenant from any outstanding obligation or claim'. NOTE: Under the Deregulation Act 2015 the Landlord cannot serve this notice during the first 4 months of this agreement.

Subject to the giving of at least two months notice in writing to the Landlord it is agreed that at any time the Tenant may serve

notice for the tenancy to end provided that the end date of the notice period is at least twelve months after the tenancy commenced however the Tenant will until the end of the notice period and until vacant possession is given up if later pay the

Rent and observe and perform the agreements and obligations on the Tenants part contained in the Agreement but the ending

of the tenancy does not release either the Landlord or the Tenant from any outstanding obligation or claim. It is further agreed

that any Notice served by post must be sent by registered post and will only be deemed to have been served by the Tenant to

Notices Under Tenancy Agreements, The Chancellors Group of Estate Agents Ltd, One Station Square, Bracknell RG12 1QB. If

Notice is served by the Tenant via e-mail it will only be deemed to have been served if confirmation of said Notice is received

from southeastpm@chancellors.co.uk.

### 3. SPECIAL PROVISIONS

a) It is agreed that the Tenant at the Tenant's expense can hang pictures on the wall at the Property during the Tenancy Period

b) It is agreed that the Tenant has use of one car parking space - for car registration [REDACTED] - at the Property throughout the Tenancy Period

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Reviewed:

If English is not your first language you should take independent legal advice before signing this Tenancy Agreement

**SIGNED BY THE LANDLORD/LANDLORD'S AGENT:**

**SIGNED BY THE LANDLORD/LANDLORD'S AGENT:**

**SIGNED BY THE LEAD TENANT:**

**SIGNED BY THE TENANT:**

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**Tenancy Deposit Scheme - PRESCRIBED INFORMATION FOR  
ASSURED SHORTHOLD TENANCIES**

This information is prescribed under the Housing Act 2004. That means that the two parties  
to the Tenancy

Agreement must  
the

protection of and

**PROPERTY Th**

**DEPOSIT HOL**

Chancellors Resi

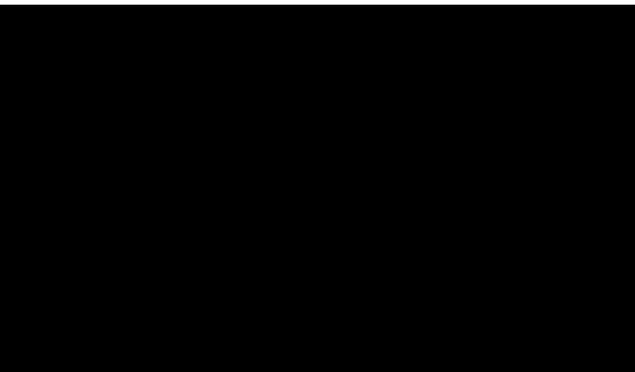
**ADDRESS 1 Sta**

**EMAIL** sunbury

**TEL** 01932 7855

**LANDLORD**

**OF**



**MOBILE**



**ADDRESS FOR**

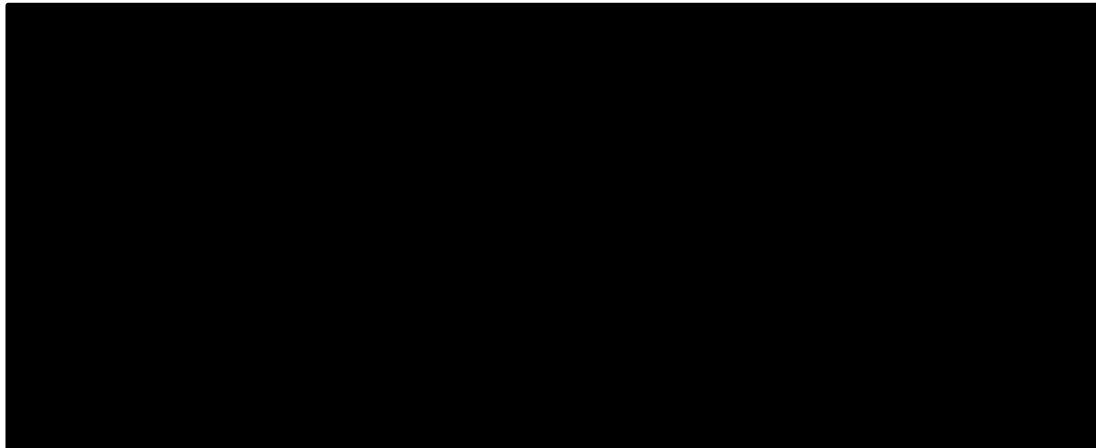
**CONTACT AFTER THE**

**TENANCY ENDS**

Contact details not provided



**MOBILE**



taking

ne

provide proof within 30 days the Tenant should take independent legal advice from a solicitor, Citizens

Advice Bureau (CAB) or other housing advisory service.

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A leaflet entitled *What is the Tenancy Deposit Scheme?*, explaining how the Deposit is protected by the

Housing Act 2004, is attached to this document for the Tenant by the person holding the Deposit being the

Landlord's Agent.

AT THE END OF THE TENANCY

1. The Deposit will be released following the procedures set out in clause 6.3 of the Tenancy Agreement attached.

2. Deductions may be made from the Deposit according to clause 6.2 of the Tenancy Agreement attached. No deductions

can be made from the Deposit without written consent from both parties to the Tenancy Agreement.

3. The procedure for instigating a dispute regarding deductions from the Deposit at the end of the Tenancy is summarised in

*What is a the tenancy deposit scheme?*, which is attached to this document. More detailed information is available on:

[www.thedisputeservice.co.uk](http://www.thedisputeservice.co.uk).

4. TDS are specifically excluded under Statutory Instrument from adjudicating where, despite making reasonable efforts to

do so, the Landlord or the Landlord's Agent are unable to contact the Tenant, or the Tenant is unable to contact the

Landlord or the Landlord's Agent. Under these circumstances, the Member must do the following:

- make every practical effort, over a reasonable period of time but for no longer than it would take for the ICE to

resolve a dispute, to contact the (ex)-Tenant / Landlord using information readily available

- the member may determine dilapidations, rent arrears and any other prospective deductions from the Deposit as

they would normally do

- allocate the Deposit, pay the party who is present as appropriate, and transfer the amount due to the absent

Tenant / Landlord to a suitable designated "Client Suspense (bank) Account"

5. A formal record of the activities should be made, supported by appropriate documentation.

6. Following sufficient time (usually at least 6 years) having elapsed from last contact from the absent Tenant / Landlord the

Member may then donate the amount allocated to them to a suitable registered charity – subject to an undertaking that

any valid claim subsequently received by the Member from the beneficial or legal owner should be immediately met by

the Member from its own resources.

7. Should the absent Tenant / Landlord return within that period and seek to dispute the allocation of the Deposit, the ICE

may offer to adjudicate.

The Landlord confirms that the information provided to the Agent and the Tenant is accurate to the best of his knowledge and belief

and that 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 his  
knowledge and belief.

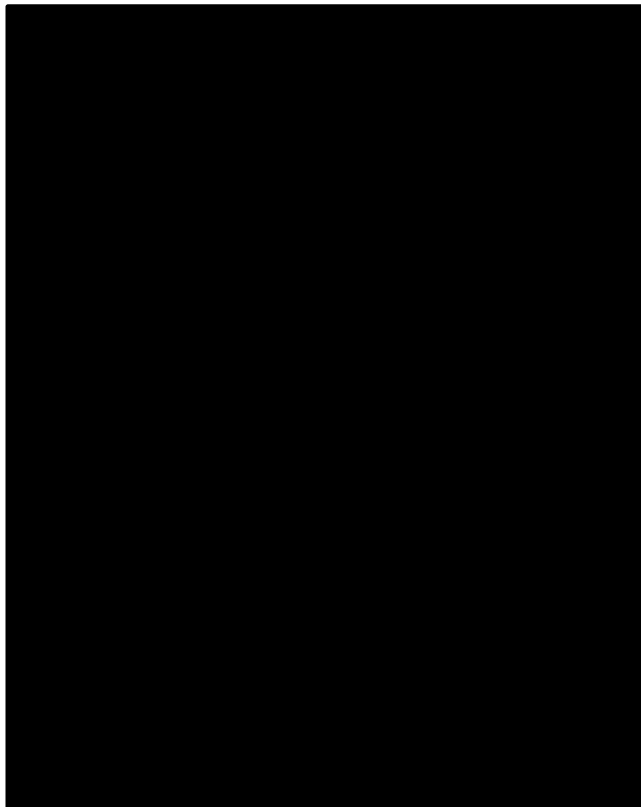
Reviewed:

**SIGNED BY THE LANDLORD/LANDLORD'S AGENT:**

**SIGNED BY THE LANDLORD/LANDLORD'S AGENT:**

**SIGNED BY THE LEAD TENANT:**

**SIGNED BY THE TENANT:**



it Scheme, which is administered by:

enabling a dispute relating to the deposit to

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DD02 - Flat 22 Allocated parking bay 170 Claim No. G1GF583Y



DD10 - Claim No. G1GF583Y

In the County Court at Staines  
Claim Number: G1GF583Y  
Hearing Date: xx/yy/yyyy

### **DEFENDANT'S SCHEDULE OF COSTS**

#### **Ordinary Costs**

Loss of earnings/leave, incurred through attendance at Court xx/yy/yyyy £50.00

#### **Further costs for Claimant's unreasonable behaviour, pursuant to Civil Procedure Rule 27.14(2)(g)**

Research, preparation and drafting of documents (16 hours at Litigant in Person rate of £19 per hour) £304

Stationery, printing, photocopying and postage: £24

Sub-total £328

**£ TOTAL COSTS CLAIMED £378**

Signed

Date 14/04/