I, Mr. Moeen Amin, resident of Seymour Place, Frampton, Cotterell, Bristol, BS36 2FH, do sincerely and Solemnly declare as follows:

1. I have been a tenant at Sycmore Lodge, Roundway Park Devizes, Wiltshire, SN10 2ED from 10th March 2011 until 31st March 2018.

2. During my tenancy, this property has been used as a self-contained one bed residential Flat.

3. I have lived at the property as a tenant and to all my knowledge, I have no knowledge of when and how the said outbuilding was converted from a garage to a self-contained one bed residential space.

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

Declared by the said:

Mr. Moeen Amin,..... .....

On this 12th day of 2023 of July

In the Presence of:-

DAVID ROBERTS
Solicitors
(500124).
STAR LEGAL Limited
12-7-2023

STAR LEGAL
884 Fishponds Road
Bristol BS16 3XB

ASSURED SHORTHOLD TENANCY AGREEMENT

Under Part 1 of the Housing Act 1988 as amended under part 3 of the Housing Act 1996.
Note: If you need to pay a deposit it will be dealt with under one of the Government approved schemes.

This agreement is dated: **10/03/2011**

Particulars

A.1 Parties

This agreement is made between:

Mr. Paul Skelton Couch and Linda Elizabeth Gaiger

(The Landlord or Landlords)

(The "Landlord" shall include the Landlord's successors in title and assigns. This is the person who would be entitled to possession of the Property if the Tenant was not in possession and could be the current Landlord or someone purchasing or inheriting the Property.)

And

Mr. Moeen Amin

(The Tenant or Tenants)

Together with (where applicable)

(The Guarantor)

Where the party consists of more than one person the obligations apply to and are enforceable against them jointly and severally. Joint and several liability means that any one of the members of a party can be held responsible for the full obligations under the agreement if the other members do not fulfil their obligations.

A.2 The Landlord's Agent

A.1 The "Landlord's Agent" shall mean **Mr. Paul Skelton Couch** or such other agents as the Landlord may from time to time appoint.

A.3 The Landlord lets and the Tenant takes the Property for the Term at the Rent payable upon the terms and conditions of this agreement.

A.4 This agreement is intended to create an Assured Shorthold Tenancy as defined in Part 1 of the Housing Act 1988 (including any subsequent amendments). These tenancies do not guarantee the Tenant any right to remain in possession after the fixed term (subject to a minimum occupancy of six months).

A.5 Property

A.5.1 The property situated at and being Flat 1, Sycamore Lodge, Roundway Park, Devizes SN10 2ED together with the fixtures, fittings, furniture and effects therein and more particularly specified in the Inventory signed by the Tenant and all grounds. It shall include the right to use, in common with others, any shared rights of access, stairways, communal parts, paths and drives.

A.6 Term

A.6.1 The Term shall be for a definite period of **12 Months** from and including **10-03-2011** to and including **09-03-2011**. Please see paragraph B.4 as it contains important information about what you must do to end the tenancy.

A.6.2 The "Term" is to include any extension or continuation of the fixed term or a Statutory or Contractual Periodic Tenancy.

A.7 Rent

A.7.1 The Rent shall be **£300.00** payable in advance.

A.7.2 The Rent shall be paid clear of unreasonable or unlawful deductions or set off to the Landlord by banker's standing order or such other method as the Landlord or his agent shall require.

A.7.3 The first payment of £ **£600.00** being due on or prior to the date of taking possession.

A.7.4 Thereafter the "Rent Due Date" will be first of 10th of each month during the Term of this agreement.

A.7.5 Overdue rental payments will be subject to interest at the rate of 3% per annum over and above the current Bank of England Base Rate, calculated from the date the payment was due up until the date payment is received.

A.7.6 Any person paying the Rent, or any part of it, for the Property during the Term shall be deemed to have paid it as agent, for and on behalf of the Tenant, which the Landlord shall be entitled to assume without enquiry.

A.7.7 If this tenancy is extended, continued or run on as a Periodic Tenancy then the Rent will increase each year from the first Rent Due Date more than 364 days after the commencement of the Term, by the amount stated for the annual increase in the Index of Retail Prices (All Items) as quoted for the month two months prior to the month of the renewal. The Rent will not be reduced below the figure in A.7.1 at any time.

A.8 Deposit

A.8.1 The Deposit of £ **£300.00** will be paid by the Tenant.

A.8.2 No interest will be paid on the Deposit unless it is paid into the government's custodial tenancy deposit scheme. If it is paid into that scheme, you will receive any interest that may be payable under the scheme's terms and conditions.

A.8.3 The Deposit is held as security for the performance of the Tenant's obligations under this agreement and to compensate the Landlord for any breach of those obligations.

A.8.4 The Deposit will be refunded to the Tenant at the end of this agreement upon leaving the property, once the following have been completed:

A.8.4.1 The Property has been yielded up to the Landlord as per clause C.6.1 of this agreement and

A.8.4.2 all rent has been paid up to date

A.8.4.3 all keys have been returned to the Landlord and

A.8.4.4 any deductions have been agreed between the Tenant and the Landlord and

A.8.4.5 copies of receipted utilities bills have been provided to the Landlord or his agent and

A.8.4.6 confirmation has been received from the Local Authority that no claw back of Housing Benefit is due.(if applicable)

A.8.5 If we fail to agree amounts for any breach the matter will be decided by the County Court unless we can agree another way of sorting out the dispute.

A.8.6 You cannot use the deposit to pay rent under this agreement.

A.9 Possession

A.9.1 Without prejudice to the other rights and remedies of the Landlord, the Landlord may seek to lawfully terminate the tenancy by obtaining a court order if:

A.9.1.1 The Rent or any part of it is in arrears of 14 days or more whether formally demanded or not,

A.9.1.2 The Tenant is in breach of any of the obligations under this agreement.

A.9.1.3 Any of the Grounds of Schedule 2 of the Housing Act 1988 apply (these grounds allow the Landlord to seek possession of the Property in specified circumstances, including rent arrears, damage to the Property, nuisance and breach of a condition of the tenancy agreement).

A.9.1.4 A Notice is served under section 21 of the Housing Act 1988 (section 21 gives the Landlord a right to end an assured shorthold tenancy without any specific reason, though only after any fixed term has ended, or in operation of a break clause).

B.1 Legal Notices

Section 47

Under section 47 of the Landlord and Tenant Act 1987 the address of the Landlord is stated to be as on the first page of this agreement. The address for service of Notices is as per the section 48 details below.

Section 48

Until you are informed in writing to the contrary Notice is given pursuant to section 48(1) of the Landlord and Tenant Act 1987 that your Landlord's address for the service of Notices (including Notices in proceedings) is as shown on the attached section 48.

B.2 Notice service

If we need to serve notice on you we will deliver it by hand or send it to you by first class post or recorded delivery to the property address during then term of the agreement. This means that the notices are therefore served on you once they are put through your letterbox even if you do not receive them because you have moved.

If you need to serve notice to the landlord is shall be deemed to have been served if it is delivered by hand or by recorded post to the address in the attached section 48 notice.

B.3 Notices Received

If a relevant Local Authority gives Notice or makes an order in respect of the Property which the Tenant receives at the Property, the Tenant shall provide full particulars to the Landlord's Agent promptly and as soon as reasonably practicable. Where appropriate, the Tenant should take all reasonable steps to comply with it, having first consulted with the Landlord (or Landlord's Agent) as is appropriate to the situation.

B.4 Ending the Tenancy

B.4.1 If the Tenant intends to vacate at the end of the fixed term, or at any later date, he agrees to give the Landlord at least one month's prior Notice in writing.

B.4.2 While the tenancy is periodic the one month's written Notice must expire the day before a Rent Due Date.

C Tenant's Obligations

The Tenant agrees to:

C.1 Payments

C.1.1 Pay the Rent on the day and in the manner specified.

C.1.2 Pay a fair proportion of all charges, based on the length of the tenancy, including water and sewerage charges, and for all gas, electricity, oil or solid fuel consumed on the Property (including all fixed and standing charges) and all charges for the telephone during the Term of this agreement. If the Landlord is held responsible by law for the payment of any of these bills the Tenant agrees to refund to the Landlord the amount covering the Term of this tenancy.

C.1.3 Pay for the reconnection of water, gas, electricity or telephone if the disconnection results from any act or omission of the Tenant or the Tenant's agents.

C.1.4 Pay the Council Tax, or any replacement taxation (even of a novel nature), in respect of the Property for the Term of this agreement, unless the tenancy is lawfully terminated.

C.1.5 Notify the relevant authorities and arrange and pay final accounts at the end of the tenancy.

C.1.6 Pay for the entire invoices and costs of any contractors that the Tenant arranges without having previously obtained the Landlord's authority, unless acting reasonably to effect emergency repairs for which the Landlord is liable.

C.1.7 Pay the Landlord for the reasonable cost of replacing the locks and cutting new keys if any keys are not returned to the Landlord or the Landlord's Agent when the Tenant moves out.

C.1.8 Pay any excess on the Landlord's insurance if the claim results from the negligence, misuse or failure to act reasonably by the Tenant or any of his visitors or friends.

C.2 Repairs

C.2.1 Keep the Property including all of the Landlord's machinery and equipment clean and tidy and in good and tenantable condition, repair and decorative order, (reasonable wear and tear, items which the Landlord is responsible to maintain, and damage for which the Landlord has agreed to insure, excepted).

C.2.2 Not permit any waste, injury or damage to the Property, or make any alteration or addition to the Property or the style or colour of the decorations.

C.2.3 Promptly replace any broken glass where the Tenant, his friends or visitors are responsible for the damage.

C.2.4 Undertake promptly any repairs for which the Tenant is liable following any Notice being served by the Landlord or the Landlord's Agent.

C.3 The Property

C.3.1 Promptly notify the Landlord in writing when the Tenant becomes aware of any defect, damage or want of repair in the Property, other than such as the Tenant is liable to repair in C.2.1 above, any Notices, proceedings or letters relating to the Landlord, the Property or the use of the Property or any loss, damage or occurrence which may give rise to a claim under the Landlord's insurance.

C.3.2 Where reasonable to do so, co-operate in the making of any claim under the Landlord's insurance.

C.3.3 Use the Property in a tenant-like manner.

C.3.4 Clean the windows of the Property as often as necessary and in the last two weeks of the tenancy.

C.3.5 Not remove any of the Landlord's possessions from the Property.

C.3.6 Not exhibit any promotional poster or Notice so as to be visible from outside the Property.

C.3.7 Not cause or unreasonably permit any blockage to the drains and pipes, gutters and channels in or about the Property.

C.3.8 Not assign, underlet or part with or share possession of the whole or any part of the Property without the permission of the Landlord, such permission not to be unreasonably withheld.

C.3.9 Not permit any visitor to stay for a period of more than three weeks within any three month period.

C.3.10 Permit the Landlord and or his agents or others, after giving 24 hours written Notice and at reasonable hours of the daytime, to enter the Property: to view there state and condition and to execute repairs and other works upon the Property, to show prospective purchasers the Property at all times during the Term and to erect a board to indicate that the Property is for sale, to show prospective tenants the Property, during the last month of the Term and to erect a board to indicate that the Property is to let.

C.3.11 Where the Landlord or the Landlord's Agent have served a valid written Notice of the need to enter to view the state and condition or to effect repairs, the Tenant agrees to them using their keys to gain access within three days of such a request being made, (except in case of emergency when access shall be immediate), if the Tenant is unable to grant access to the Landlord or the Landlord's Agent

C.3.12 Not add any aerial, antennae or satellite dish to the building without the Landlord's consent, which will not be unreasonably withheld.

C.3.13 Not change the locks (or install additional locks) to any doors in the dwelling house, nor make additional keys for the locks without the Landlord's consent, which will not be unreasonably withheld. All keys are to be returned to the Landlord or the Landlord's Agent at the end of the tenancy.

C.3.14 Ensure that the Property is kept secure at all times, locking doors and windows and activating burglar alarms as appropriate.

C.3.15 Keep the Property at all times sufficiently well aired and warmed to avoid build-up of condensation and prevent mildew growth and to protect it from frost.

C.3.16 Not block ventilators provided in the Property.

C.3.17 Report to the Landlord's Agent any brown or sooty build up around gas appliances or any suspected faults with the appliances.

C.3.18 Not use any gas appliance that has been declared unsafe by a CORGI engineer, or disconnected from the supply.

C.3.19 Not keep, use or permit to be used any oil stove, paraffin heater or other portable fuel burning appliance, or other appliance against the terms of the insurance of the Property, except as provided by the Landlord.

C.3.20 Be responsible for ensuring that any television used is correctly and continually licensed.

C.3.21 Not keep motorcycles, cycles or other similar machinery inside the Property except in any defined outside area or garage.

C.3.22 Not keep any vehicle without a valid Road Fund Licence, commercial vehicle, boat, caravan, trailer, hut or shed on the Property.

C.3.23 Not affix any Notice, sign, poster or other thing to the internal or external surfaces of the Property in such a way as to cause any damage.

C.3.24 Not keep any pet, animal, bird, reptile, fish, insects or the like on the Property, without the Landlord's consent, which will not be unreasonably withheld.

C.3.25 Not allow children to live in the Property, without the Landlord's consent, which will not be unreasonably withheld.

vated and well maintained with the lawns

C.3.27 Not cause obstruction in any common areas of any building of which the Property forms a part. The Landlord reserves the right to remove or have removed any such obstruction and at his discretion to charge the reasonable costs, payable on demand, on the Tenant for so doing.

C.4 General

C.4.1 Not permit or suffer to be done on the Property anything that may, or may be likely to cause, a nuisance or annoyance to a person residing, visiting or otherwise engaged in a lawful activity in the locality. This responsibility includes the actions and behaviour of visitors and friends of the Tenant.

C.4.2 Not make or permit any noise or play any radio, television or other equipment in or about the Property between the hours of 10pm and 7am so as to be an audible nuisance outside the Property.

C.4.3 Not carry on any trade or profession upon the Property nor receive paying guests but use the Property only as a private residence for the occupancy of the tenants named in this contract.

C.4.4 Not permit or suffer to be done on the Property anything that may render the Landlord's insurance of the Property void or voidable (i.e. no longer providing cover) or increase the rate of premium for such insurance.

C.4.5 Not use or suffer the Property to be used for any illegal or immoral purpose.

C.4.6 Forward any correspondence addressed to the Landlord and other Notices, orders and directions affecting the Landlord to the Landlord's Agent without delay.

C.4.7 Reside in the Property as his only or principal residence. Any change in residence status must be notified to the Landlord's Agent and a new tenancy agreement drawn up if necessary.

C.4.8 Not leave the Property vacant for more than 28 days without providing the Landlord with reasonable notice.

C.4.9 Check the inventory and report any errors/deficiencies to the Landlord's Agent, returning a copy with any annotations/corrections as necessary within 7 days.

C.4.10 Not change the supplier of utility services without approval from the Landlord or Landlord's Agent. The Landlord will not unreasonably withhold giving approval. If approval is given, the Tenant will provide the Landlord's Agent with the new supplier's details including the Property reference number.

C.4.11 Not change the telephone number of the Property without the written permission of the Landlord. The Landlord will not unreasonably withhold permission.

C.4.12 Not alter the operation of, or disable, the smoke alarms.

C.4.13 Not disable or alter the operation or code of the burglar alarm.

C.4.14 Be responsible for checking the smoke alarms every week and replacing non-rechargeable batteries every year.

C6 End of tenancy

C.6.1 Yield up the Property at the end of the tenancy in the same good clean state and condition as it was at the beginning of the tenancy and make good, pay for the repair of, or replace all such items of the fixtures, fittings, furniture and effects as shall be broken, lost, damaged or destroyed during the tenancy (reasonable wear and tear and damage for which the Landlord has agreed to insure excepted).

C.6.2 Return all keys to the Property to the Landlord's Agent on the last day of the tenancy.

C.6.3 Leave the oven in the same state of cleanliness as it is listed in the inventory.

C.6.4 Remove all rubbish from the Property

D Landlord's obligations

The Landlord agrees with the Tenant as follows:

D.1 To pay all outgoings in respect of the Property (except those for which responsibility is assumed by the Tenant under this agreement).

D.2 To allow the Tenant quiet enjoyment of the Property during the tenancy without any unlawful interruption from the Landlord or any person claiming under or in trust for the Landlord.

D.3 To return to the Tenant any Rent paid for any period while the Property is rendered uninhabitable by fire or other risk for which the Landlord has agreed to insure.

D.4 That he is the sole owner of the leasehold or freehold interest in the Property and that all necessary consents to allow him to enter into this agreement (superior lessors, mortgage lenders or others) have been obtained in writing.

D.5 To maintain a comprehensive insurance policy with a reputable company to cover the Property, and the Landlord's fixtures, fittings, furniture and effects (including carpets and curtains), but not including the Tenant's belongings.

D.6 That the Landlord will not be responsible for any loss or inconvenience suffered as a result of a failure of supply or service to the Property, supplied by a third party, where such failure is not caused by an act or omission on the part of the Landlord.

D.7 The Landlord agrees to fulfil his repairing obligations contained within Section 11 of the Landlord and Tenant Act 1985. These are quoted below:

(a) to keep in repair the structure and exterior of the dwelling-house (including drains, gutters and external pipes);

(b) to keep in repair and proper working order the installations in the dwelling-house for the supply of water, gas and electricity and for sanitation (including basins, sinks, baths and sanitary conveniences, but not other fixtures, fittings and appliances for making use of the supply of water, gas or electricity); and

(c) to keep in repair and proper working order the installations in the dwelling-house for space heating and heating water.

E Housing Benefit

E.1 The Tenant authorises the Local Authority to discuss with the Landlord and the Landlord's Agent the details of any Housing Benefit or Council Tax claims made at any time in relation to the renting of the Property.

E.2 If the Landlord's Agent so requires, the Tenant consents to any Housing Benefit being paid direct by the Local Authority to the Landlord or the Landlord's Agent.

E.3 The Tenant agrees to refund to the Landlord any Housing Benefit overpayment recovery that the Local Authority seeks from the Landlord in respect of this tenancy, either before or after the Tenant has vacated the Property where this creates a shortfall in the money owed to the Landlord.

F Guarantor

F.1 The Guarantor agrees to pay the Landlord and the Landlord's Agent against any reasonable losses suffered as a result of the Tenant failing to fulfil any of his obligations under this agreement or failing to pay Rents or other monies lawfully due.

F.2 The Guarantor agrees to pay, on demand and in full, any overdue Rent or other monies lawfully due under this agreement for the full Term and until vacant possession is given to the Landlord.

F.3 The Guarantor agrees to make payments lawfully due under clause F.1 or F.2 even after the Tenant has yielded up possession.

Please note this tenancy agreement is an important document. It may commit you to certain actions for the period of any fixed term and beyond. Please ensure that if you do not understand your legal rights you consult a housing advice centre, solicitor or Citizens' Advice Bureau.

Landlord(s) Name: PAUL SKELTON COUCH 10-03-2011

Landlord(s) signature:

Tenant(s) Name: MOEEN AMIN 10-3-2011

Tenants(s) signature:

Guarantor(s) Name: Naeem Chaudhry 10/03/11

Guarantor(s) signature:

Witnessed By:

Name: Razvan FLORIAN BUZEAU Signature:

Address: 68 New Park Street, DEVIZES, SN10 1DR

Dated: 10-3-2011

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