

APPENDIX B

From: [REDACTED]
Sent: Wednesday, August 23, 2023 1:50 PM
To: Regen, Licensing <Licensing.Regen@southwark.gov.uk>
Cc: [REDACTED]
Subject: Review of License Number 880862, Wazobia Restaurant, 670-672 Old Kent Road, SE15 1JF

1 of 5

Dear Sirs,

Please find attached copies of the documents sent by post to The Licensing Unit, Hub 1, 3rd Floor, PO Box 64529, London, SE1P 5LX regarding the review of License Number 880862, Wazobia Restaurant, 670-672 Old Kent Road, SE15 1JF.

Please confirm receipt by return.

Many thanks

Kind regards,

[REDACTED]

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The Passion Property Group Limited, Registered in England, 2628718



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****Have you registered with our new Tenant Portal yet, [click here](#)?****

Dear Sirs,

RE: Review of License Number 880862, Wazobia Restaurant, 670-672 Old Kent Road, SE15 1JF

Please accept this letter on behalf of Space Investments Ltd and the residents of flats 1 to 5, 670 Old Kent Road, SE15 1JF to formally address an escalating issue of noise nuisance and safety concerns caused by the activities of Wazobia Restaurant, located on the ground floor of 670-672 Old Kent Road, SE15 1JF.

Our tenants of the above mentioned property have been enduring significant disruptions every Thursday, Friday, Saturday and Bank Holidays due to the excessive noise generated by the parties of the restaurant that operates as a night club rather than just a restaurant.

The noise disturbance begins in the evenings and continues into the early hours of the morning, often beyond licensed hours. The cacophony of shouting, fighting and general disorderliness outside the Wazobia Restaurant has become a regular occurrence, leaving our tenants unable to peacefully enjoy their own homes during these periods. It is distressing to note that our residents are often subjected to an environment that lacks safety and tranquillity. We have genuine concerns for their health and the police have attended regularly.

A number of our tenants have attempted to address this matter directly with the restaurant's management, but their efforts have been met with disdain and disrespect. Instead of acknowledging the concerns raised by our tenants, the manager of Wazobia has displayed a discourteous attitude and has even resorted to making threats against those who approached him seeking a resolution to the noise issues. This behaviour is not only unprofessional but unacceptable in a residential community.

Despite numerous complaints lodged with both manager of Wazobia Restaurant and Southwark Council, it appears that the gravity of their situation has not been acknowledged, leading to immense frustration and disillusionment among our residents. This lack of effective support has left our tenants feeling abandoned and helpless.

Space Investments Ltd is directly affected as a result. Over the past several years, we have faced persistent challenges stemming from the loud music played at Wazobia Restaurant, which have resulted in substantial financial losses and a negative impact on the livability of the flats above the restaurant.

Our properties, located directly above this establishment, have become increasingly difficult to rent due to the consistent noise disturbance caused by the loud music played at your restaurant. Despite our best efforts to address this matter, it appears that our requests for cooperation have been met with ignorance and a lack of willingness to find a resolution. The noise levels have reached such an extent, that several tenants have been left with no option but to break their leases prematurely and relocate to more peaceful living environments.

The effect of this noise disturbance on our properties' marketability cannot be understated. Prospective tenants are understandably hesitant to lease properties that are subject to continuous noise disruptions, and our ability to attract and retain tenants has suffered as a result. This situation has necessitated us to incur additional costs associated with frequent reletting, cleaning, check-in, and check-out inspections. What would normally be an annual expense (given that tenants do not renew the lease) has now become a burden we must bear every three months, further exacerbating the financial strain we are experiencing.

We have also reached out to the local authority, specifically the council's environmental health team, in an attempt to find a resolution to this issue. Regrettably, the assistance we have received thus far has fallen short of our expectations, leaving us in a challenging position without adequate support.

In light of the ongoing issues and lack of support from the local council's nuisance team, we have been left with no choice but to seek legal recourse to address this matter. We have engaged solicitors, at considerable expense, to build a case against the restaurant and to seek redress for the significant financial losses and disruptions we have endured due to the noise disturbances. We believe it is necessary to protect our business interests and the rights of the tenants residing in our properties. We have further engaged with expert witness sound specialists at cost to support our legal claim.

The situation has reached a critical juncture and it is imperative that prompt action be taken to address the following issues:

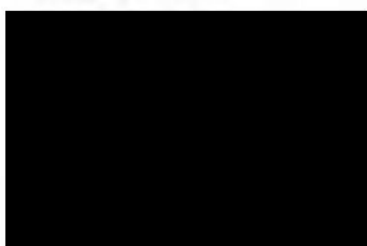
1. Inadequate support from local authorities: Our tenants have expressed their utmost concern regarding the lack of support received from Southwark Council Noise Nuisance Department in response to their noise complaints and safety concerns. This lack of assistance has been a driving factor in their decision to give up reporting and subsequently, to vacate their rented homes.
2. Impact on Tenants: The persistent noise disturbances and compromised safety have significantly affected the quality of life for our tenants. Many are unwilling to endure this continuous hardship and are now opting to leave the premises, creating a substantial financial and emotional burden for both them and us as a business.
3. Unlettable properties: The unfortunate consequences of this untenable situation are twofold. Not only are our tenants being driven away due to the inaction and lack of support, but the properties they are leaving behind are becoming increasingly unattractive for potential new tenants. This is having a direct negative impact on our business operations in times of demanding economic environment.

Please find enclosed number of cases separated to individual appendixes to give you a summary of events during last few years and experience of residents that occupied the flats directly above Wazobia Restaurant. In addition, please find summary of costs suffered by Space Investments Ltd as direct result of noise nuisance, please see Appendix 6. Please note that costs continue to be incurred.

We strongly urge you to consider the broader impact of Wazobia Restaurant's actions on both our business and the residents living above the establishment and the wider community. We sincerely hope that our concerns will be met with the urgency and seriousness they merit. The resolution of this matter is not only critical for the well-being of our tenants but also for the reputation and viability of our business.

Thank you for your immediate attention to this pressing matter.

Yours Faithfully,



APPENDIX 1

Flat 4, 670 Old Kent Road, SE15 1JF

████████████████████

Tenancy: 11 Apr 2023 - 29 Jul 2023

Summary of Events

Space Investments Ltd have signed Assured Shorthold Tenancy Agreement with ██████████
██████████ for the term of 12 months. Please see copy of the lease enclosed for your review.

First report of noise nuisance received on 8th May, 2023 – describing the noise and gatherings outside, please see enclosed email correspondence

Further reports and updates on noise nuisance:

8th May 2023 and 9th May 2023 – tenant ██████████ advising she reported noise nuisance to council but yet to hear back. Describing the extent of noise over the weekend and shouting group of clients outside Wazobia Restaurant. Also expressing her concerns of men gatherings late evenings and discomfort and fear to enter their own home.

16th May 2023 – reporting another loud party over the weekend, asking for Landlord's support.

23rd May 2023 – tenant ██████████ confirms Southwark Council Noise Nuisance office has been contacted to report noise and officer visited the premisses.

6th June 2023 – tenant ██████████ reports parties continue. Both tenants already in the process to move out due to noise disruptions.

Please see email correspondence enclosed.

Since little to no improvement seen following Southwark Council's Noise Nuisance officers visit, tenants do not wish to pursue matters further. They experience first hand that it is a long process to achieve their right to healthy environment and choose a faster solution - to vacate.

Alvyda Tumaite

From: [REDACTED]
Sent: 08 May 2023 03:04
To: [REDACTED]
Subject: Noise complaint of restaurant downstairs

Follow Up Flag: Flag for follow up
Flag Status: Completed

Hi [REDACTED]

Hope you had a great long weekend.

I was wondering if there had been any other complaints from other tenants in the building about the noise coming from the restaurant below our apartment? Tonight particularly has been incredibly bad, more so than any other evenings. The music is not of a restaurant noise level but that of a night club and I can't really imagine how the apartments below us are managing. It started just after 2am and I was awoken by street noise of people arriving at the venue so it's certainly a party of some sort. I know there is an apartment below us with a baby so can only imagine how hard it is for them.

Cheers

[REDACTED]

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[REDACTED]

From: [REDACTED]
Sent: 09 May 2023 14:40
To: [REDACTED]
Cc: [REDACTED]
Subject: Re: Noise complaint of restaurant downstairs - 4, 670 Old Kent Road

Follow Up Flag: Follow up
Flag Status: Completed

Hi there [REDACTED]

Thank you for your email. It's much appreciated.

Yes we submitted a noise complaint at the time but yet to hear back. They are loud Friday and Saturday nights (sometimes they have parties on a Thursday as well) though this time they were substantially louder than usual. A fight between people at the party also broke out after the event on the street which kept us up. At one stage we opened our bedroom window to see what was going on as there was lots of yelling and swearing and saw one of the men in a headlock. On occasion there have been men blocking the door entrance to our building which as a female I haven't felt comfortable having to maneuver around them or press the code to open the door.

We have not found it enjoyable living above the restaurant since we moved in, and I was wondering if you were able to please confirm whether there is a tenancy break clause in our tenancy agreement or what our options are. We very much enjoy the apartment and you've been a wonderful help throughout the whole moving in process Alvyda, but the location and constant noise from the restaurant has been affecting my sleep which has a toll on my mental health. I wear ear plugs but feel that I shouldn't need to if I want to sleep in my own apartment.

Any guidance or advice would be appreciated greatly.

Thank you so much for your time,

[REDACTED]

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From: [REDACTED]
Sent: Tuesday, May 9, 2023 2:27 PM
To: [REDACTED]
Cc: [REDACTED]
Subject: RE: Noise complaint of restaurant downstairs - 4, 670 Old Kent Road

Hi [REDACTED]

Thank you for the below and sorry to hear of the noise issue over the weekend.

We are aware of the restaurant downstairs, however note they are legally not allowed to disturb the quiet enjoyment of the residents in late hours. Have you reported it to council or police?

Please find link below how to report noise nuisance to local authorities should it occur in the future, note you can also report it to police:

<https://www.southwark.gov.uk/noise-and-antisocial-behaviour>

We will speak with managing agents of the building and our solicitors for advise.

Please keep us updated.

Kind regards,



Submit your maintenance request

[Report Now](#)

From: [REDACTED]
Sent: Monday, May 8, 2023 3:04 AM
To: [REDACTED]
Subject: Noise complaint of restaurant downstairs

Hi [REDACTED]

Hope you had a great long weekend.

I was wondering if there had been any other complaints from other tenants in the building about the noise coming from the restaurant below our apartment? Tonight particularly has been incredibly bad, more so than any other evenings. The music is not of a restaurant noise level but that of a night club and I can't really imagine how the apartments below us are managing. It started just after 2am and I was awoken by street noise of people arriving at the venue so it's certainly a party of some sort. I know there is an apartment below us with a baby so can only imagine how hard it is for them.

Cheers



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Alvyda Tumaite

From: [REDACTED]
Sent: 16 May 2023 05:18
To: Alvyda Tumaite
Cc: [REDACTED]
Subject: Re: Noise complaint of restaurant downstairs - 4, 670 Old Kent Road

Follow Up Flag: Flag for follow up
Flag Status: Completed

Hi there [REDACTED]

Thank you very much for looking into this for us. The restaurant had another party in the weekend so we will keep reporting noise. We appreciate all your help with the matter.

Is there any alternatives to breaking our lease earlier than six months?

Cheers

[REDACTED]
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From: [REDACTED]
Sent: Monday, May 15, 2023 11:23:49 AM
To: [REDACTED]
Cc: [REDACTED]
Subject: RE: Noise complaint of restaurant downstairs - 4, 670 Old Kent Road

Hi [REDACTED]

Thank you for the below, apologies for the delay in getting back to you.

We have passed your comments to council and our solicitor, with a request for the license of the restaurant downstairs to be reviewed. We will keep you update on the process.

Please do keep reporting any nuisance to the Southwark Noise and Antisocial Behaviour team and police, and keep us updated of any reports/outcome.

With regards to the break clause, your contract is for 12 months with an option to break after 6 months.

Many thanks.

Kind regards,

[REDACTED]

Alvyda Tumaite

From: [REDACTED]
Sent: 23 May 2023 09:04
To: [REDACTED]
Cc: [REDACTED]
Subject: Re: Noise complaint of restaurant downstairs - 4, 670 Old Kent Road
Attachments: Image.jpeg

Follow Up Flag: Follow up
Flag Status: Completed

Hi there Alvyda,

We rung the noise control team over the weekend as suggested and they came and checked it out. We received the attached letter under our door yesterday. We had no idea they did this as a long-standing tradition and don't recall being told about this prior to us moving in.

Are you able to advise us on what to do moving forward?

Cheers

[REDACTED]

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From: [REDACTED]
Sent: Wednesday, May 17, 2023 1:25:35 PM
To: [REDACTED]
Cc: [REDACTED]
Subject: RE: Noise complaint of restaurant downstairs - 4, 670 Old Kent Road

Hi [REDACTED]

Thank you for the below.

We had a call from council noise nuisance team in regards to our written complain, who advised they haven't received any complains from residents recently. Can you please let us know how did you report it? They advise to call them on 0207 525 5777 when the noise is present for the officer to arrive to site and witness, following which the action will be taken on the restaurant. Note they operate late hours so please call whenever you feel the noise is excessive.

Regretfully they are not able to help on written complains, as the action can be taken only when it is witnessed by their officer. Of course best not to inform the restaurant of the officer coming so they are not prepared for the inspection.

With regards to early termination, regretfully there is not much we can do until 6 months break clause. Only alternative is to relet the flat, however note the costs associated with reletting would be passed on to yourselves. You could also source a replacement yourselves which would not involve reletting charges.

Please keep us updated.

Kind regards,

21/05/23

Dear Neighbours

Re: Wazobia Restaurant

As a new Tenant @ 670 Old Kent Road, just a quick note to make you aware of what we have been doing downstairs for the past 20years now, including our opening and closing hours.

We are restaurant with late night refreshment with DJ music for Friday and Saturday till 3am then bank holiday till 3am , Monday to Thursday till 12midnight but no DJ Music, Sunday till 12 midnight also no DJ Music only if is bank holiday then we open on Sunday till 3am with DJ Music. Just in case you were not aware, now you know.

Please feel free to come and speak to us should you have any enquiry on this. We carter for the whole community without exception please send us a text message on [REDACTED] should you think we should reduce the music and we will not hastate to do just that. For many years we have a good relationship with all the previous tenants and we will continue to build on that great relationship we had in the past.

Thanks for your time in reading this letter.

Management of Wazobia Bar & Restaurant

Alvyda Tumaite

From: [REDACTED]
Sent: 06 June 2023 07:03
To: [REDACTED]
Cc: [REDACTED]
Subject: Re: Moving out of Flat 4 670 Old Kent Road

Follow Up Flag: Flag for follow up
Flag Status: Completed

Hi [REDACTED]

Thank you very much for your email and the information provided. It's very useful.

Noise wise we haven't administered another noise disruption notice. They are still noisy and intimidating but I do think they have turned the music down, though the events still very much happen every week.

Cheers

[REDACTED]
Sent from [Outlook for iOS](#)

Alvyda Tumaite

From: [REDACTED]
Sent: 29 July 2023 07:49
To: Alvyda Tumaite
Cc: [REDACTED]
Subject: Re: Moving out of Flat 4 670 Old Kent Road

Good morning [REDACTED]

The keys have been dropped off at 15 Tweed St as per your address provided. They are in a brown envelope and clearly marked with the address and our names. Let me know if there are any issues.

Cheers

[REDACTED]

Sent from [Outlook for iOS](#)

From: [REDACTED]
Sent: Friday, July 21, 2023 3:19:21 PM
To: [REDACTED]
Cc: [REDACTED]
Subject: Re: Moving out of Flat 4 670 Old Kent Road

Hi there Alvyda,

Thank you for your email. We will drop off the keys to your offices prior to this appointment.

Thank you very much :)

Cheers

[REDACTED]

Sent from [Outlook for iOS](#)

From: [REDACTED]
Sent: Friday, July 21, 2023 2:47:20 PM
To: [REDACTED]
Cc: [REDACTED]
Subject: RE: Moving out of Flat 4 670 Old Kent Road

Hi [REDACTED]

Thank you for the below, I will book cleaners in.

Note your check out is booked on 29th July at 3.30pm, please meet inventory clerk at the property for the check out inspection and keys hand over. If you are not able to attend the check out we will request for the keys to be returned to our office (15 Theed St, SE1 8ST) prior the time of appointment. Please kindly confirm and I will let inventory clerk know whether to meet you at the property or collect keys from us.

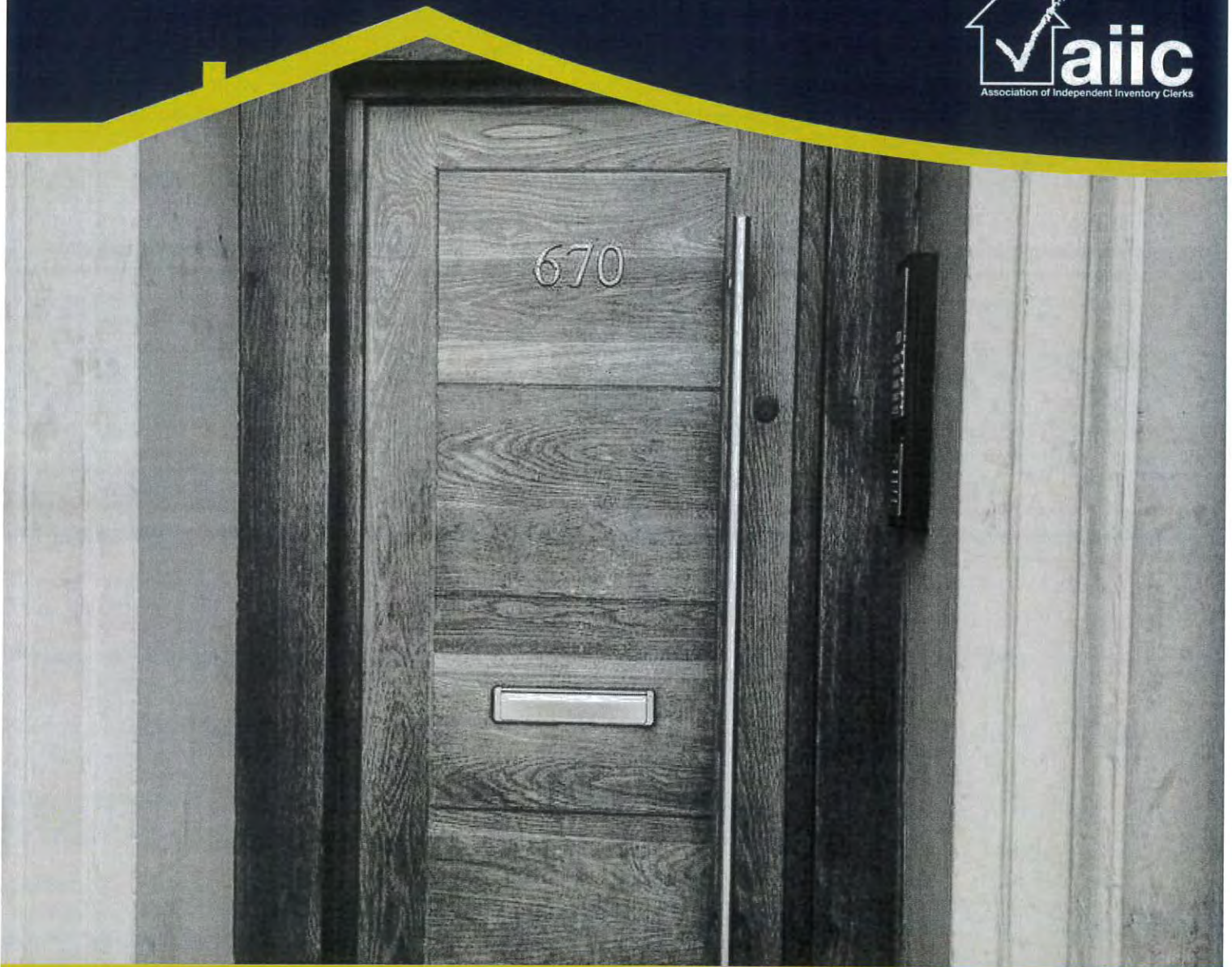
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Flat 4, 670 Old Kent Road | London | SE15 1JF

2 Bedroom Part Furnished Flat - Purpose build

On behalf of Passion Property

CHECK OUT

July 29th 2023

Assured Shorthold Tenancy Agreement

Provided under part 1 of the Housing Act 1988 and amended under part 3 of the Housing Act 1996

This Agreement contains the terms and obligations of the Tenancy. It sets out the legally binding obligations that will be placed upon you (the Tenant) and us (the Landlord) once the Agreement is dated above. You should read this Agreement carefully to ensure you are prepared to agree to it all and that it contains everything you require. If you do not understand this Agreement, or anything in it, then you should ask for an explanation before signing it. Alternatively, you should consider consulting a solicitor, Citizen's Advice, or Housing Advice Centre for assistance.

Main Terms of the Tenancy Agreement

This Agreement is between us, the Landlord: *(Full name including title and middle names or business name)*

Space Investments Limited

c/o 15 Theed Street, London, SE1 8ST

And you, the Tenant(individually and together): *(Full name including title and middle names)*

[REDACTED]

[REDACTED]

We will let out the Property at:

Flat 4, 670 Old Kent Road, LONDON, SE15 1JF

Tenancy Type

This Agreement is an Assured Shorthold Tenancy.

Term

The Agreement is for an initial fixed term of 12 Months commencing on 11th of April 2023.

Rent

The Rent is £2,000.00 per month.

The first payment of £1,333.34 shall be payable in advance on or before the 11th April 2023. Thereafter paid in advance according to the Payment Schedule.

Full details can be found in the Payment Schedule attached to this document.

Permitted Occupiers

In addition to you, only the following Permitted Occupiers are allowed to live in the Property

N/A

Shared Facilities

The Property is let along with any Contents listed in the Inventory and Schedule of Condition provided to you. You are also entitled to use the following shared facilities while you let the Property:

Please see special Conditions if applicable

Utilities

[REDACTED]

Miles Perceval

You agree to pay the following services used during the Tenancy:

- Water charges
- Gas
- Television licence
- Broadband
- Council Tax (or similar charge which replaces it)
- Electricity
- Telephone
- Other

This includes contacting the local billing authority or the provider of the service to ensure they are aware that you are liable for paying these bills.

Security Deposit

The Deposit of £2307.69 must be paid in full to the Landlord. It will be protected within a Government approved deposit scheme MyDeposits www.mydeposits.co.uk within 30 days of receipt.

Right to rent

It is a condition of this tenancy that you and anyone living in the Property must have a 'right to rent' as set out in Section 22 of the Immigration Act 2014.

Contact details

If you need to contact us then you can:

Write to us at: Space Investments Limited, 15 Theed Street, London, SE1 8ST

Definitions

"**Agent**" means the company or person who has been engaged by us to manage the Property on our behalf, or anyone who subsequently takes over the rights and obligations of our Agent.

"**Contents**" means anything provided by us as stated in the Inventory including but not limited to white goods, furniture, cutlery, utensils, implements, tools, equipment or the Fixtures and Fittings.

"**Emergency**" means where there is a risk to life or damage to the fabric of the Property or the Contents.

"**Fixtures and Fittings**" includes references to any fixtures, fittings, furnishings, effects, floor, ceiling or wall coverings.

"**Head Lease**" sets out the promises we have made to our superior landlord, if the Property is leasehold. You will also be bound by these promises if you have prior knowledge of them. The superior landlord is the person who owns the interest in the Property giving them the right to possession of the Property at the end of our lease.

"**Inventory**" is the document drawn up by us, our Agent, or an inventory clerk, which will be given to you on or shortly after the commencement of the Tenancy. It describes the Contents of the Property as provided by us. It may include a Schedule of Condition, written report, photos or videos to record the Contents and condition of the Property or Contents. It may include meter readings.

"**Joint and Severally Liable**" means where there are two or more Tenants, you will each be responsible for complying with the obligations in this Agreement both individually and together. We may seek to enforce these obligations or claim damages against any one or more of you. For example, if three Tenants are named on this Agreement and one Tenant does not pay their proportion of the Rent, we can recover the amount owed from any one of you or any group. If the Tenancy is periodic and one Tenant gives notice to quit, the notice will end the Tenancy for all of you. "Landlord" includes anyone entitled to possession of the Property under this Agreement. "Policy" means any insurance policy held by us for the Property or Contents.

"**Property**" includes any part or parts of the building boundaries, fences, garden and outbuildings belonging to us unless they have been specifically excluded from the Tenancy. Where the Property is part of a larger building, Property includes the common accessways and shared facilities.

"**Rental Period**" means the time between Rent due dates. For example if the Tenancy is weekly and Rent is due on a Wednesday, the Rental Period will be from Wednesday to Tuesday. If the Tenancy is monthly and Rent is due on the 10th of each month, the Rental Period will be from the 10th to the 9th of the following month.

"**Schedule of Condition**" is a summary of the condition of the Property or Contents and usually includes a description of any faults, damage or missing items.

"**Tenancy**" means the time between the commencement and the termination of this Agreement including any extensions that may have been granted to you by us.

"**Us**" "**our**" "**we**" means the Landlord.

"**Utilities and other relevant suppliers**" includes but is not limited to; water charges, Council Tax (or similar charge which replaces it), gas, electricity, television licence, telephone, broadband, cable television and satellite television.

"**Working Day**" does not include Saturdays, Sundays and Bank Holidays.

"**You**" "**your**" means the Tenant.

References to the singular include the plural and references to the plural include the singular.

Terms and Conditions

We let the Property together with the Contents to you for the Tenancy on the letting terms set out in this Agreement as supplemented by any addendum to this Agreement.

1.0 General Terms

1.1 Where there is more than one Tenant you are all Jointly and Severally Liable for the obligations contained within this Agreement. In the event of non-payment of Rent and or other breaches of this Agreement any individual Tenant or group of Tenants may be held liable. This means that legal action may be brought against any one or any group of Tenants. If this Agreement has become periodic notice to leave by any individual Tenant will also end the Tenancy for all Tenants.

1.2 You must make reasonable efforts to ensure that anyone in your household or any visitors to the Property do not breach the terms of this Agreement.

1.3 Where we have provided you with a copy of a Head Lease setting out the promises we have made to our superior landlord, you agree that you will also be bound by these promises, excepting any payments which we are responsible for making under the Head Lease.

2.0 You Must

Rent and Other Payments

2.1 To pay the Rent to us at the times and in the manner specified in this Agreement whether or not it has been formally demanded.

2.2 Any payment for less than the Rental Period is to be apportioned on a daily basis and will include the last day of the Tenancy.

2.3 To pay the charges for Council Tax (or similar charge which replaces it) and Utilities and other relevant suppliers that you are responsible for as specified in this Agreement.

2.4 To pay all reasonable costs and expenses incurred by us:

- in the recovery from you of any Rent and any other money which is in arrears;
- in the enforcement of any of the provisions of this Agreement;
- in the service of any notice relating to the breach by you of any of your obligations under this Agreement whether or not the same shall result in court proceedings;
- the cost of any bank or other charges if any cheque written by you is dishonoured or if any standing order or any other payment method is withdrawn by your bankers;
- the cost of repairing, decorating or cleaning the Property or the Contents so they are to the same standard as at the commencement of the Tenancy (fair wear and tear excepted);
- any other monies owed by you to us; and
- the Policy excess of (insert figure from insurance policy) £500.00 incurred as a result of a claim on our insurance, attributable to your act or failure to act.

2.5 You must not exercise any right or claim to withhold Rent in respect of legal or equitable set-off.

Utilities

2.6 Inform us if you change supplier where you are responsible for paying a Utility.

2.7 Not change the utility meters for the Property without our written permission (which will not be unreasonably withheld). If you do, we reserve the right to require you to change the meter back to its original state at the end of the Tenancy at your cost.

Use of the Property

2.8 Occupy the Property as your only or main home and behave in a tenant like manner.

2.9 Take reasonable care of the Property, and common parts (if any).

2.10 Take all reasonable steps not to block or cause a blockage to the drains and pipes, gutters and channels in or about the Property.

2.11 Take all reasonable precautions to prevent condensation and or mould growth by keeping the Property adequately ventilated and heated.

2.12 Take all reasonable precautions to prevent damage occurring to any pipes or other installations in the Property that may be caused by frost. You will be liable for reasonable costs of repair as a result of frozen or burst pipes due to the tenant failing to take reasonable precautions.

2.13 Arrange suitable contents insurance which you require for your own belongings. We will have no liability to insure any items belonging to you.

2.14 Repair any damage that you have done deliberately or that was caused by the neglect or carelessness of you or anyone else living in or visiting the Property. This includes repairing damage caused in this way to the Property, Fixtures and Fittings, Contents and, if it applies, the building in which the Property is located and any common parts. If we give you written notice to repair damage caused in this way, you agree to carry out the repair within one month of the date of the given notice.

2.15 Only park in the space allocated to you in this Agreement.

2.16 Not use your allocated parking for any purpose other than for the storage of a private motor car or motor bike without our written permission.

2.17 Not assign, take a lodger, sublet, part with or transfer to another person possession of the Property, or any part of it, without our written permission. If you do (even if we have given permission) you will be legally responsible for carrying out a fully compliant 'right to rent checks' as set out in Section 22 of the Immigration Act 2014 on any sub-tenants or other people living in the Property.

2.18 Not use the Property as anything other than a private home. However, this does not prevent you working at home as long as you are not using the Property to run a business and your home working is purely incidental to using the Property as your private home and as long as this use is not forbidden under the terms of the Head Lease.

2.19 Not exhibit any poster or notice board or notice so as to be visible from the exterior of the Property without our written permission (which will not be unreasonably withheld).

2.20 Not harass or act in an antisocial manner to, or pursue a course of antisocial conduct against any person in the neighbourhood. Such people include residents, visitors, us, our Agents and contractors.

"Antisocial" means behaving in a way which causes or likely to cause alarm, distress, nuisance or annoyance to any person or causing damage to anyone's property; or which amount to harassment of any person. Harassment of a person includes causing the person alarm or distress. Antisocial behaviour includes speech. In particular, but not exclusively, you and your visitors must not:

- make excessive noise;
- fail to control pets properly or allow them to foul or cause damage to other people's property;
- allow other occupiers or visitors to the Property (including children) to cause a nuisance;
- use the Property or allow it to be used, for illegal or immoral purposes;
- vandalise or damage the Property or any part of the common parts (if any) or neighbourhood;
- leave rubbish and recycling either in unauthorised places or at inappropriate times;
- harass, threaten or assault any other tenant, member of his/her household, visitors, neighbours, us, our family members or our employees or our Agent, or any other person or persons in the Property, or neighbourhood, for whatever reason. This includes behaviour due to that person's race colour or ethnic origin, nationality, gender, sexuality, disability, age, religion or other belief, or other status;
- use or carry offensive weapons;
- use, sell, cultivate or supply unlawful drugs or sell alcohol; and
- store or bring onto the Property any type of firearm or firearm ammunition including any replica or decommissioned firearms.

2.21 Not bring into the Property any furniture, or electrical equipment or other items which might be a hazard or cause damage or injury to the Property or to other occupants in the Property.

2.22 Not introduce into the Property any dangerous or flammable goods, materials, or substances, apart from those required for general household use or store any heating fuel, paraffin or bottled gas or other gaseous fuel without our written permission.

2.23 Not smoke tobacco or any other substance in the Property without our written permission. For the avoidance of doubt nicotine staining is not considered to be fair wear and tear.

2.24 Not keep any animals, reptiles, insects, rodents or birds at the Property without our written permission (which will not be unreasonably withheld). For the avoidance of doubt, this clause does not apply in connection with registered guide and assistance dogs. This rule will be rigidly enforced and all costs associated with communicating with you, serving notice, seeking possession, cleaning the Property and any other action required will be charged to you. This could amount to several thousands of pounds. Any pet (where permitted) will be kept under supervision and control to ensure that it does not cause deterioration in the Property, deterioration in the condition of common areas or nuisance either to neighbours or persons in the locality of the Property. If you fail to exert reasonable supervision and control, we shall be entitled to withdraw our consent and require immediate removal of the pet. You will be liable for reasonable costs and expenses incurred by us in replacing and or reinstating the Property and its Contents owing to any damage or soiling to the Property and Contents caused by the pet including but not limited to de-infestation where required.

2.25 Not put any damaging oil, grease or other harmful or corrosive substance into the washing or sanitary appliances or drains.

2.26 Not damage any common parts that you have access to in addition to the Property.

2.27 Not obstruct the fire escape or common parts (if any). Any obstructions may be removed by us or our Agent.

2.28 Not allow children to play in the fire escapes or common parts (if any).

2.29 Not do anything that would lead to the Property requiring licensing by a local authority if it is not already so licensed or which would lead to a condition of or a statutory obligation associated with any such licence being breached.

Leaving the Property Empty

2.30 Advise us by giving reasonable written notice if you intend to be absent from the Property for more than 7 consecutive days and to provide the actual dates that the Property will be unoccupied.

2.31 Ensure at all times when the Property is unoccupied that all external doors/windows are properly locked or are otherwise properly secured and take appropriate action with regard to supplies of water, gas and electricity to prevent flooding, frost or fire.

2.32 Flush through any water systems following any period where the Property is left unoccupied by running all taps and showers to remove any stagnant water.

Condition of Property

2.33 Keep the interior of the Property including the Fixtures and Fittings and the Contents in the same condition, cleanliness, repair and decoration as at the commencement of the Tenancy (fair wear and tear excepted) and to carry out those jobs that you would reasonably be expected to carry out including but not limited to the cleaning of any sanitary appliances, shower wastes and windows as often as necessary.

2.34 Notify us as soon as reasonably possible of any defect in the Property which comes to your attention.

2.35 Replace any light bulbs, fluorescent tubes, or batteries, promptly and when necessary.

2.36 Keep the exterior free from rubbish and recycling and place all rubbish and recycling receptacles in the allocated space for collection on the day for collection. Rubbish and recycling receptacles should be returned to their normal storage places as soon as possible after rubbish and recycling has been collected.

2.37 Take proper care of the shared facilities (if any) and clean as appropriate after use.

2.38 Keep the gardens, driveways, pathways, lawns, hedges, flower beds, shrubs, rockeries and ponds (if any) in good and safe condition and as neat, tidy free from rubbish and properly tended as they were at the start of the Tenancy subject to seasonal requirements. Not to alter the general layout of the garden or cut down, lop, remove or otherwise damage any trees, shrubs or plants (with the exception of normal pruning). To cut the grass as necessary and properly tend the lawns and any borders in order to keep the same in a neat and tidy condition, subject to seasonal conditions.

2.39 Inspect any smoke or carbon-monoxide alarms in the Property regularly, replacing any batteries if necessary.

2.40 Tell us as soon as possible if a fault arises in the smoke or carbon-monoxide alarms.

2.41 Not remove any of the Contents from the Property without our written permission (which will not be unreasonably withheld).

2.42 Not make any alteration or addition to the Property or the electric, gas or plumbing system or decorate or change the style or colour of the decoration whether it be internal or external, or to erect and or install any aerial, satellite dish or cable television without our written permission (which will not be unreasonably withheld). Any request for adaptations, auxiliary aids or services in terms of the Equality Act 2010 must be made in writing to us.

2.43 Not damage the Property, the Fixtures and Fittings, the Contents or the electric, gas, or plumbing system.

Letters and Notices

2.44 Forward any notice, order, proposal or legal proceedings affecting the Property or its boundaries to us promptly upon receipt of any notice, order, proposal or legal proceedings.

2.45 Forward all correspondence addressed to the Landlord at the Property to us within a reasonable time. Access to the Property

2.46 Permit us (and our Agent or our contractors) reasonable access to the Property for any authorised purpose where you have been given 24 hours' notice, or access is required urgently for the purpose of carrying out work on the Property or inspecting the Property in order to determine what work we are entitled or have an obligation to carry out. The following are authorised purposes: carrying out any work on the Property which we have an entitlement or obligation to carry out; inspecting the Property

i. in order to determine what work type to carry out

ii. in pursuance of any entitlement or obligation which we have to carry out; valuing the let Property (or any part of it); and viewing the Property with prospective occupiers or purchasers during the last 2 months of the Tenancy. Reference to us having an entitlement or obligation to do something are to us having an entitlement or obligation to do something by virtue of an enactment or the terms of any agreement between us and you.

2.47 Allow reasonable use of the facilities within the Property in connection with anything done or to be done under Clause 2.46 of this Agreement.

2.48 Permit us and our Agent immediate access to the Property in the event of an Emergency, including but not limited to an imminent risk to your health and safety or members of your household or other persons in the vicinity.

Key and Alarm Codes

2.49 Permit us and our Agent to hold a set of keys or any other security devices necessary for the purpose of entering the Property in an Emergency.

2.50 Not change the alarms codes, door locks and or have any duplicate keys cut without our written permission. Should you lose your keys or other security devices needed to access the Property, you will be liable to meet our reasonable costs for replacement including the costs of fitting any new locks that are necessary.

Occupier's Liability

2.51 Verify the suitability of the Property for you and members of your household including but not limited to any gardens, fences, ponds or outbuildings, especially in relation to the safety of pets and young children.

2.52 Take reasonable steps to protect guests and other visitors (especially children) from any hazards at the Property, for example but not limited to ponds, swimming pools, fences and electric gates.

3.0 We Agree to:

- 3.1 Allow you to quietly possess and enjoy the Property during the Tenancy without interruption from us (notwithstanding Clause 2.46, 2.47, and 2.48 of this Agreement).
- 3.2 Pay all assessments and outgoings in respect of the Property which are our responsibility.
- 3.3 Ensure that any gas supply and appliances supplied by us comply with the Gas Safety (Installation and Use) Regulations 1998 (as amended).
- 3.4 Ensure that any electrical installations in the Property comply with the Electrical Safety Standards in the Private Rented Sector (England) Regulations 2020.
- 3.5 Ensure that any furniture and equipment supplied by us comply with the Furniture and Furnishings (Fire) (Safety) Regulations 1988 (as amended).
- 3.6 Take reasonable steps to ensure that the Property complies with the Homes (Fitness for Human Habitation) Act 2018.
- 3.7 Keep the gas, water, electricity, room-heating and water-heating installations in good repair and proper working order.
- 3.8 Keep in repair all mechanical and electrical appliances which form part of the Contents (unless specifically excluded), unless the fault and or failure is due to your act or failure to act.
- 3.9 Pay the service charges that we are responsible for as specified in this Agreement and or ground rent, if applicable.
- 3.10 Arrange for payment of premiums for any insurance of the Property and Contents belonging to us, such as those items included in the Inventory. We have no liability to insure any items belonging to you.
- 3.11 Arrange for the Property and Contents (but not your possessions) to be insured and use all reasonable effort to arrange for any damage caused by an insured risk to be remedied as soon as is reasonably practicable, and to refund to you any Rent paid for any period in which the Property is uninhabitable or inaccessible as a result of such damage, unless the insurers refuse to pay out the Policy monies because of anything you have done or failed to do in breach of this Agreement.

4.0 Rent Increases

- 4.1 We shall have the option on the anniversary of this agreement to increase the Rent by a reasonable percentage provided we have given you at least one month's notice of our intention to exercise this option.

5.0 Interest on Rent Arrears and Other Monies

- 5.1 You agree to pay interest at the rate of 3% above the Bank of England base rate upon any Rent or other monies due under this Agreement which is more than 14 days in arrears in respect of the date from when it became due to the date of payment.
- 5.2 21 days after the rent due date a County Court Judgment (CCJ) for the debt may be applied for (whether part of possession proceedings or not) and any associated costs incurred shall be debited to the Tenant(s) account.

6.0 Break Clause

- 6.1 In the event the term granted by this tenancy is for a fixed period of 12 months or more, either party may bring the tenancy to an end at any time after 6 months from the start of the tenancy by giving not less than two months written notice.

7.0 At the end of the Tenancy

- 7.1 At the end of the Tenancy you agree to:

- give up the Property with full vacant possession;
- give up the Property and the Contents and our Fixtures and Fittings in the same state of cleanliness, condition and decoration as it was at the commencement of the Tenancy (fair wear and tear excepted) and pay for the reinstatement, repair or replacement of the Property and Contents damaged, soiled, stained, marked or lost during the Tenancy which were your responsibility in this Agreement;
- remove all rubbish and recycling from the Property and properly dispose of it in receptacles outside the Property provided by the local council for the purpose of waste collection, or arrange with the local council for a special collection to uplift excessive or heavy rubbish for disposal;
- allow us or our Agent to enter the Property with a surveyor for the purposes of carrying out an inspection;
- leave the Contents in the same position that they were in at the commencement of the Tenancy;
- return all sets of keys and other security devices to us and pay reasonable costs of having replacement locks or other security devices fitted in the event that they are not all returned to us;
- remove all personal belongings including food and other perishable items; and

- provide us or our Agent with a forwarding address at the end of the Tenancy for ease of administration and communication between both parties including the ease of return of the Deposit.

7.2 Any goods or personal effects belonging to you or members of your household which have been left at the Property after the expiry or termination of the Tenancy shall be deemed to have been abandoned and will be removed or stored by us. We may dispose of such goods or personal effects as we think appropriate and you will be liable for the reasonable costs of removal, storage and disposal provided we or our Agent have given written notice to you, or where you cannot be found after reasonable steps have been taken to trace you, and at least 14 days have passed (except perishable or hazardous items which we may dispose of immediately). We may deduct the reasonable cost of removal, storage and disposal from your Deposit.

7.3 You agree to allow us to erect a 'to let' or 'for sale' sign at the Property during the last two months of the Tenancy.

8.0 Termination

8.1 If we allow you to remain in the Property after the fixed term has expired then the Tenancy will continue as a contractual periodic tenancy in accordance with the Housing Act 1988 (as amended). To end the periodic tenancy you shall give us at least one month's notice in writing.

8.2 We have the right to recover possession of the Property by lawful means if:

- you fail to pay us rent 14 days after it is due, whether you have been asked for it or not;
- you (or any of you) become bankrupt;
- any of the grounds listed in Schedule 2 of the Housing Act 1988 apply (these include not paying rent, breaking a term of the tenancy and causing a nuisance or annoyance);
- the arrangements for us to repossess the Property in section 21 of the Housing Act 1988 apply;

This clause does not affect your rights under the Protection from Eviction Act 1977.

8.3 If you give us notice that you are going to leave the Property before the fixed term of this Agreement has ended, you must pay our reasonable costs for reletting the Property and continue to pay the rent in advance for each rent period until a new tenant moves in. We do not have to take the Property or the Tenancy back from you early unless we want to do so.

8.4 We give you notice that the Property may be repossessed under Ground 1 or Ground 2 in Schedule 2 to the Housing Act 1988.

9.0 Effect of Termination

9.1 Termination of this Agreement ends the Tenancy but does not release you from any outstanding obligations or from any obligation which you breached prior to termination.

9.2 At the end of the Tenancy you shall return the Property together with the Contents to us in the condition required by this Agreement.

10.0 Inventory

10.1 Upon taking the Tenancy you will be invited to attend a check-in process where you will be given access to the Property and an opportunity to take meter readings. You will be provided with the Inventory and Schedule of Condition relating to the Property on or shortly after the commencement of the Tenancy. The Inventory is an agreed record of the Contents and condition of the Property and Contents at commencement of the Tenancy and shall be used to assess any loss, damage or dilapidation as recorded at the end of the Tenancy.

10.2 You have a period of 7 days from the start of the Tenancy, or receipt of the Inventory and Schedule of Condition (whichever is later), to ensure that the Inventory and Schedule of Condition is correct and to tell us or our Agent of any discrepancies in writing, after which the Inventory and Schedule of Condition will be amended as appropriate. If you take no action and after the 7 day period has expired, you shall be deemed to be fully satisfied with the terms.

10.3 At the end of the Tenancy you will be invited to attend a check-out process which will be arranged by us. The check-out process will comprise a full inspection of the Property and its Contents and an opportunity to take meter readings. Any items missing, damaged or otherwise in a different state to their condition at the check-in will be recorded. You are strongly encouraged to be present at this process as best practice. This will give you the opportunity to dispute or explain any deficiencies or defects discovered at the check-out or to take any immediate remedial action by negotiation with us or our Agent.

11.0 Serving notices and other prescribed information

11.1 If we need to serve any notice on you, including any notice which the law tells us we must give, we will deliver it by hand, send it to you by first-class post to the Property address or via email. This means that notices are served on you once they are put through your letter box, even if you do not receive them because you have moved. If you give us another address to send notices to, any notice served at that address will be valid, if it is posted by first-class post or left at that address.

11.2 You agree that the How to Rent Guide, Gas Safety Inspection Report, Electrical Installation Condition Report, Energy Performance Certificate, and Prescribed Information in relation to the government approved tenancy deposit scheme may be served on you as in clause 11.1 above or via email to the email address(es) you provided in the Main terms of the Tenancy Agreement.

11.3 Any notices you need to serve on us can be sent by first class post or delivered to our address at:

Space Investments Limited, 15 Theed Street, London, SE1 8ST

Alternatively you may email notices to:



11.4 Any notices sent in accordance with clause 11 will be deemed to have been received:

- In the case of first class post, two working days after service;
- In the case of email, on the next Working Day;
- If the notice is left at the Property before 4:30 PM on a Working Day, on the same day;
- If the notice is left at the Property at any other time, on the next Working Day.

12.0 The Deposit

12.1 The Deposit will be held by the Landlord.

12.2 The Deposit will be protected in a government approved tenancy deposit scheme, namely MyDeposits www.mydeposits.co.uk.

We can transfer the Deposit to another government-approved tenancy deposit scheme or change the person who holds the Deposit (unless it has been paid into a government-approved custodial tenancy deposit scheme). If we do this, we will inform you in writing.

12.3 You will not receive interest on the Deposit unless it is paid into a custodial tenancy deposit scheme. If it is paid into a custodial tenancy deposit scheme, you will receive any interest that may be due under the scheme's terms and conditions.

12.4 The Deposit shall be returned to you (less any agreed deductions or money still in dispute) as soon as is practicable at the end of the Tenancy, upon vacant possession of the Property and return of the keys if you have kept to all the obligations within this Agreement.

12.5 Monies shall be deducted from the Deposit in respect of all reasonable costs and expenses incurred by us (including but not limited to the costs and fees of our solicitors and other professional advisors) in respect of:

- the recovery from you of any Rent or any other money which is in arrears;
- the enforcement of any of the provisions of this Agreement;
- compensation in respect of your use and occupation in the event that you fail to vacate the Property on the due date;
- the service of any notice relating to the breach by you of any of your obligations under this Agreement whether or not the same shall result in court proceedings;
- the cost of any bank or other charges incurred by us if any cheque written by you is dishonoured or if any standing order payment is withdrawn by your bankers;
- the cost of repairing, decorating or cleaning the Property or the Contents so they are to the same standard as at the commencement of the Tenancy (fair wear and tear excepted);
- the cost of replacing any items listed in the Inventory which are missing from the Property at the end of the Tenancy;
- the cost of removal, storage and disposal by us of any goods or personal effects belonging to you or members of your household which have been left at the Property after the expiry or termination of the Tenancy in accordance with Clause 7.2 of this Agreement;

- any other monies owed by you to us;
- our reasonable costs in reinstating the Property owing to your breach of any conditions of this Agreement; and
- the Policy excess of £500.00 incurred as a result of a claim on our insurance, attributable to your act or failure to act.

12.6 If the Deposit is insufficient you shall pay us such additional sums as shall be required to cover all costs, charges and expenses properly due.

13.0 Data Protection

13.1 We require to process and retain certain personal information that you have provided to us. From time to time we may pass any or all of that personal information on to third parties who may carry out specific work on our behalf for processing. Full details of the personal information we hold, why we hold that information, how long it is held for and with whom that information is shared are set out in the Fair Processing Notice provided to you.

13.2 In the event that we require your consent to process and retain any of your personal information we shall seek your written permission to do so separately.

13.3 In terms of the Data Protection Act 2018 (hereinafter "DPA 2018") you are entitled to request and inspect personal information of yours that we hold. Should you wish to inspect any of your personal information that we hold, you have the right to request sight of this data, provided it is done in writing and detail the specific information that you are seeking. We will provide you with a copy of any personal information held (which constitutes "Personal Data" in terms of DPA 2018) within one month of receipt of your written request.

14.0 Special Conditions

Signatures

Signed by the Landlord's Agent:

Space Investments Limited



24th of March 2023 16:37:19 UTC

Signed by the Tenant(s):



15th of March 2023 16:48:54 UTC



22nd of March 2023 14:30:29 UTC

Appendix. Payment Schedule

	Full Tenancy	
11 Apr 2023		£1333.34
1 May 2023		£2000.00
1 Jun 2023		£2000.00
1 Jul 2023		£2000.00
1 Aug 2023		£2000.00
1 Sep 2023		£2000.00
1 Oct 2023		£2000.00
1 Nov 2023		£2000.00
1 Dec 2023		£2000.00
1 Jan 2024		£2000.00
1 Feb 2024		£2000.00
1 Mar 2024		£2000.00
1 Apr 2024		£666.66
Total		£24000.00

MYDEPOSITS INSURED

Prescribed Information

Your Landlord must provide you with key information about your deposit's protection, called the Prescribed Information. This template has been created to help your Landlord comply with their legal tenancy deposit protection obligations.

We recommend you read this template along with the mydeposits Information for Tenants leaflet, so you fully understand how deposit protection works.

To: 

- a. The contact details of the scheme administrator of the authorised tenancy deposit scheme applying to the deposit. mydeposits is administered by HFIS plc, trading as Hamilton Fraser (the Scheme Administrator).



- b. Any information contained in a leaflet supplied by the scheme administrator to the landlord which explains the operation of the provisions contained in sections 212 to 215 of, and Schedule 10 to, the Act.
- c. The procedures that apply under the scheme by which an amount in respect of a deposit may be paid or repaid to the tenant at the end of the shorthold tenancy ("the tenancy").
- d. The procedures that apply under the scheme where either the landlord or the tenant is not contactable at the end of the tenancy.
- e. The procedures that apply under the scheme where the landlord and the tenant dispute the amount to be paid or repaid to the tenant in respect of the deposit.
- f. The facilities available under the scheme for enabling a dispute relating to the deposit to be resolved without recourse to litigation.

Provided within the 'Information for Tenants' leaflet that should be given to you by your landlord/agent. This can also be downloaded from the website www.mydeposits.co.uk/tenants

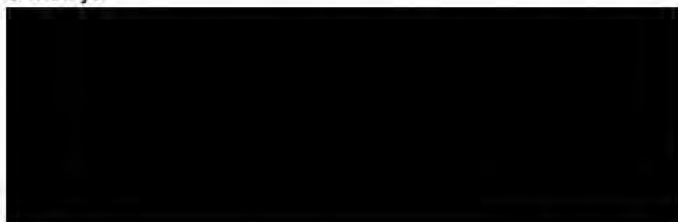
- g. The following information in connection with the tenancy in respect of which the deposit has been paid:

- i. Amount of deposit paid: **£2307.69**

- ii. The address of the property to which the tenancy relates: **Flat 4, 670 Old Kent Road, LONDON, SE15 1JF**



- iv. The name, address, telephone number, and any email address or fax number of the tenant, including such details that should be used by the landlord or scheme administrator for the purpose of contacting the tenant at the end of the tenancy:





v. The name, address, telephone number and any email address or fax number of any relevant person (interested party):
For this Tenancy there is no Relevant Person

vi. The circumstances when all or part of the deposit may be retained by the landlord, by reference to the terms of the tenancy:

Please see clause(s) 12 of the Tenancy Agreement

These are the circumstances in which all or part of the tenancy deposit may be retained at the end of the tenancy, with reference to the relevant clause(s) in the Tenancy Agreement

vii. Confirmation (in the form of a certificate signed by the landlord) that

- a. The information he provides under this sub-paragraph is accurate to the best of his knowledge and belief; and
- b. He has given the tenant the opportunity to sign any document containing the information provided by the landlord under this article by way of confirmation that the information is accurate to the best of his knowledge and belief.

I/We (being the Landlord) certify that –

- 1. The information provided is accurate to the best of my/our knowledge and belief
- 2. I/We have given the tenant(s) the opportunity to sign this document by way of confirmation that the information is accurate to the best of the tenant(s) knowledge and belief

Signed by the Landlord's Agent:

Space Investments Limited

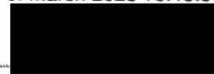


24th of March 2023 16:37:19 UTC

Signed by the Tenant(s):



15th of March 2023 16:48:54 UTC



22nd of March 2023 14:30:29 UTC

Supporting Documents Checklist

I confirm I have received the following documents:

- Tenancy Agreement
- Department for Communities and Local Government How to Rent guide
- How to rent - The checklist for renting in England - Easy Read version
- How to Rent a Safe Home - A guide for current and prospective tenants in England
- Energy Performance Certificate for: Flat 4, 670 Old Kent Road, LONDON, SE15 1JF
- Electrical Installation Condition Report for: Flat 4, 670 Old Kent Road, LONDON, SE15 1JF
- Payment Schedule in respect of amounts due from me
- MyDeposits Prescribed Information
- MyDeposits Terms & Conditions

These documents are attached to the emails that I have received from Space Investments Limited in conjunction with this tenancy application.

Signed by the Tenant(s):

[Redacted]

[Redacted]

[Redacted]

15th of March 2023 16:48:54 UTC

[Redacted]

22nd of March 2023 14:30:29 UTC

Audit Trail

Document ID: CO63F6078CE489869708781677068172

Status: Completed

Note: All times are in UTC/GMT

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March 11, 2023

23:10:59 Document viewed by [REDACTED]
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March 15, 2023

16:39:23 Document viewed by [REDACTED]
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ip: 137.220.79.2

16:48:55 Document Signed by [REDACTED]
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March 21, 2023

13:41:35 Document viewed by [REDACTED]
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ip: 148.253.134.212

March 22, 2023

14:30:31 Document Signed by [REDACTED]
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March 24, 2023

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16:37:28 Document Archived
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APPENDIX 2

Flat 1, 670 Old Kent Road, SE15 1JF

[REDACTED]
Tenancy: 8 Aug 2022 - 13 Dec 2022

Summary of Events

Space Investments Ltd have signed Assured Shorthold Tenancy Agreement with [REDACTED] [REDACTED] for the term of 12 months. Please see copy of the lease enclosed for your review.

First report of noise nuisance received on 17th September 2022, describing the impact of loud music being played and vibrations felt throughout the property. Tenant [REDACTED] is clearly suffering and is looking to move out.

Second report, a very distressed call and follow up email received on 10th November 2022. Note tenants advised they approached Wazobia Restaurant owner direct and have been met with ignorance. Due to major impact on their health they expressed no interest in escalating the matters further with Council/Police and chose the quicker option to resolve the issue - terminate their lease early.

Email correspondence enclosed for your records.

Alvyda Tumaite

From: [REDACTED]
Sent: 17 September 2022 22:22
To: [REDACTED]
Subject: Noise

Alvyda, good evening!

I want to complain seriously about the noise in the restaurant downstairs.

When we were moving in no one warned us about this important issue! My ensuit room is right above the music! The floor is shaking, it feels like hell, all the musical bass and vibration affects the whole flat and my room in particular, till 4am every Friday and Saturday!

It's unbearable. I am working in the bar and coming home to this craziness that I can't control and can't turn of. It's like hell. Why you did not warn us before we moved in? Like seriously and honestly told us that there is an issue this big?

We have to do something with this because 2 days a week every single week no rest, no silence how it should be in a living area, we have to find a solution otherwise we will be considering moving out.

Is there a way to change this situation?

Thank you.

Looking forward to your reply.

Kind regards,
[REDACTED]

Alvyda Tumaite

From: [REDACTED]
Sent: 10 November 2022 12:44
To: [REDACTED]
Subject: Flat 1, 670 Old Kent Road

Follow Up Flag: Follow up
Flag Status: Completed

Good morning!

It's Anastasia. Sorry to be the bearer of bad news, but we just can't cope anymore. We have just spoken on the phone about our living issue.

For the past 3 months we were suffering a lot living in this apartment. We can't sleep during the weekend at all. When we were moving in no one warned us about the issue with a restaurant downstairs. Every Friday and Saturday the restaurant is playing music till 3am. That whole flat is literally shaking. I have nowhere to go so I am forced to stay on the weekend and not sleeping till the restaurant is shut. I am working on the weekend as well and not being able to sleep 2 days in a row every weekend caused us a lot of mental and physical health issues. I am visiting the therapist now to help me sleep. This restaurant issue should have been mentioned at the first place before we were signing the tenancy contract.

I contacted Alvyda around 16th of September about the issue. We are failing our classes, unable to study in these conditions.

We were in touch with the owner of the Wazobia restaurant about the situation and were giving him chances to reduce it down but it doesn't work. We are exhausted. Our parents are aware of what is going on and they are pissed and we are not going to move it forward to local authorities, court or police. Because it's a waist of time, we don't have any more mental strength to deal with a situation.

We are asking for letting us go on good terms. From now in a month 11 of December to move out from the property. With receiving our deposit back as well because the flat is in perfect condition and the moving out is a decision made by us and our parents based on the inhuman living conditions in the property. It's not our fault. We want to pay rent for one more month and so you can arrange viewings of the property to find new tenants in one month period of time. We even started to look for other people to move in instead of us. We will assist in finding new tenants.

We loved the flat but we are not even considering an option of staying longer than one more month because we can't handle even one more weekend in this flat. Otherwise it will damage our health to the extent there is no way back.

Please let us know as soon as possible.

We are really hoping for your sympathetic approach towards our situation and let me know till tomorrow please. We have to know till tomorrow because otherwise our parents will consider taking the whole situation in their own hands.

As well you can put the property on sale for rent as soon as possible as well in your favor.

Looking forward to hearing from you,

Kind regards,
[REDACTED]

Assured Shorthold Tenancy Agreement

within the meaning of the Housing Act 1988
as amended by the Housing Act 1996



This Agreement contains the terms and obligations of the Tenancy. It sets out the promises made between you (the Tenant) and us (the Landlord). These promises will be legally binding once this Agreement has been both signed and dated and initial funds as detailed within the body of this Agreement have been paid. 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 language, it inevitably contains some legal terms and references.

You understand that we will be entitled to recover possession when the Tenancy ends.

The Inventory and Schedule of Condition should be checked carefully and agreed with us or our Agent.

Please note that if the Inventory and Schedule of Condition is not agreed or challenged by you in writing within seven days of commencement of the Tenancy, or receipt of the Inventory and Schedule of Condition (whichever is later), we shall deem that you have accepted the Inventory and Schedule of Condition as fair and accurate and that we or our Agent may rely on them at the end of the Tenancy as being correct and accurate.

If you do not understand this Agreement, or anything in it, it is strongly suggested that you ask for an explanation before signing it. You might consider consulting a solicitor, Citizen's Advice Bureau or Housing Advice Centre.

This Agreement is between us, the Landlord:

(Full name including title and middle names or business name)

Space Investments Limited, 15 Theed Street, London, SE1 8ST

And you, the Tenant (individually and together):

(Full name including title and middle names)

Tenant 1: [Redacted]

Tenant 2: [Redacted]

Tenant 3: [Redacted]

Tenant 4: _____

And is made in relation to the Property at:

Full address: Flat 1, 670 Old Kent Road

Postcode: SE15 1JF



Our contact details

In accordance with Sections 47 and 48 of the Landlord and Tenant Act 1987 the Landlord's name and address in England and Wales at which notices (including Notices of Proceedings) may be served on the Landlord by you are (repeat Landlord name as on the front page):

Full address: 15 Theed Street, London, SE1 8ST

Postcode:

Our property manager

Contact name (if different to that above): Space Investments Ltd

Daytime telephonenumber

Evening telephonenumber

Email

Address (if different to that above):

Postcode:

Your contact details

(Repeat Tenant name as on the front page)

Tenant 1:

Email:

Mobile

Tenant 2:

Email:

Mobile

Tenant 3:

Email:

Mobile

Tenant 4:

Email:

Mobile

Number of Permitted Occupiers

The maximum number of people permitted to occupy the Property within the terms of the Agreement is:

n/a

Children

The maximum number of children (under 18 at the start of the Tenancy) permitted to occupy the Property is:

n/a



Term

A fixed term of 12 months and 0 days commencing on and including (start date) 8 Aug 2022

Rent

You agree to pay the total Rent of £ 550 per (week/month) week in advance in the following

instalments: The first payment of £ 7,150.00 is to be paid in cleared funds on or before (date) 8 Aug 2022

Subsequent payments of £ 7,150.00 are to be paid in cleared funds by the (day/number) 8th

of each (week/month) quarter by (payment method and bank details if applicable)

standing order

Deposit

You agree (tick one box only as appropriate):

A Deposit of £ _____ was paid on (date) _____

by (payment method) bank transfer

A Deposit of £ 2,750.00 is to be paid in cleared funds on or before (date) 8 Aug 2022

No Deposit has been paid

Utilities and other relevant suppliers

You and we agree (tick all the boxes that apply and write in 'You' or 'We' as appropriate):

Water charges: You are responsible for paying

Council Tax (or similar charge which replaces it): You are responsible for paying

Gas: n/a are responsible for paying

Electricity: You are responsible for paying

Television licence: You are responsible for paying

Telephone: You are responsible for paying

Broadband: You are responsible for paying

Other: _____ are responsible for paying

The Property is let together with use of the:

Contents as specified in the Inventory and Schedule of Condition to be provided before (date): 8 Aug 2022

Shared Facilities: _____

Garden: n/a

Parking: n/a

The Property is let excluding use of the:



Definitions

“Agent” means the company or person who has been engaged by us to manage the Property on our behalf, or anyone who subsequently takes over the rights and obligations of our Agent.

“Contents” means anything provided by us as stated in the Inventory including but not limited to white goods, furniture, cutlery, utensils, implements, tools, equipment or the Fixtures and Fittings.

“Emergency” means where there is a risk to life or damage to the fabric of the Property or the Contents.

“Fixtures and Fittings” includes references to any fixtures, fittings, furnishings, effects, floor, ceiling or wall coverings.

“Head Lease” sets out the promises we have made to our superior landlord, if the Property is leasehold. You will also be bound by these promises if you have prior knowledge of them. The superior landlord is the person who owns the interest in the Property giving them the right to possession of the Property at the end of our lease.

“Inventory” is the document drawn up by us, our Agent, or an inventory clerk, which will be given to you on or shortly after the commencement of the Tenancy. It describes the Contents of the Property as provided by us. It may include a Schedule of Condition, written report, photos or videos to record the Contents and condition of the Property or Contents. It may include meter readings.

“Joint and Severally Liable” means where there are two or more Tenants, you will each be responsible for complying with the obligations in this Agreement both individually and together. We may seek to enforce these obligations or claim damages against any one or more of you. For example, if three Tenants are named on this Agreement and one Tenant does not pay their proportion of the Rent, we can recover the amount owed from any one of you or any group. If the Tenancy is periodic and one Tenant gives notice to quit, the notice will end the Tenancy for all of you.

“Landlord” includes anyone entitled to possession of the Property under this Agreement.

“Policy” means any insurance policy held by us for the Property or Contents.

“Property” includes any part or parts of the building boundaries, fences, garden and outbuildings belonging to us unless they have been specifically excluded from the Tenancy. Where the Property is part of a larger building, Property includes the common access ways and shared facilities.

“Rental Period” means the time between Rent due dates. For example if the Tenancy is weekly and Rent is due on a Wednesday, the Rental Period will be from Wednesday to Tuesday. If the Tenancy is monthly and Rent is due on the 10th of each month, the Rental Period will be from the 10th to the 9th of the following month.

“Schedule of Condition” is a summary of the condition of the Property or Contents and usually includes a description of any faults, damage or missing items.

“Tenancy” means the time between the commencement and the termination of this Agreement including any extensions that may have been granted to you by us.

“Us” “our” “we” means the Landlord.

“Utilities and other relevant suppliers” includes but is not limited to; water charges, Council Tax (or similar charge which replaces it), gas, electricity, television licence, telephone, broadband, cable television and satellite television.

“Working Day” does not include Saturdays, Sundays and Bank Holidays.

“You” “your” means the Tenant.

References to the singular include the plural and references to the plural include the singular.

Terms and Conditions

We let the Property together with the Contents to you for the Tenancy on the letting terms set out in this Agreement as supplemented by any special letting terms.

1 Tenant's Obligations

You hereby agree with us as follows:

- 1.1 Any obligation upon you under this Agreement to do or not to do anything shall also require you not to permit or allow your household or any visitor to do or not to do the same thing.
- 1.2 Where there is more than one Tenant you will all be Joint and Severally Liable for the obligations contained within this Agreement. In the event of non-payment of Rent and or other breaches of this Agreement any individual Tenant or group of Tenants may be held liable. This means that legal action may be brought against any one or any group of Tenants. If this Agreement has become periodic notice to leave by any individual Tenant will also end the Tenancy for all Tenants.

Rent and Charges

- 1.3 To pay the Rent to us at the times and in the manner specified in this Agreement whether or not it has been formally demanded.
- 1.4 Any payment for less than the Rental Period is to be apportioned on a daily basis and will include the last day of the Tenancy.
- 1.5 To pay the charges for Council Tax (or similar charge which replaces it) and Utilities and other relevant suppliers that you are responsible for as specified in this Agreement.
- 1.6 To pay all reasonable costs and expenses incurred by us:
 - 1.6.1 in the recovery from you of any Rent and any other money which is in arrears;
 - 1.6.2 in the enforcement of any of the provisions of this Agreement;
 - 1.6.3 in the service of any notice relating to the breach by you of any of your obligations under this Agreement whether or not the same shall result in court proceedings;
 - 1.6.4 the cost of any bank or other charges if any cheque written by you is dishonoured or if any standing order or any other payment method is withdrawn by your bankers;
 - 1.6.5 the cost of repairing, decorating or cleaning the Property or the Contents so they are to the same standard as at the commencement of the Tenancy (fair wear and tear excepted);
 - 1.6.6 any other monies owed by you to us; and
 - 1.6.7 the Policy excess of (*insert figure from insurance policy*) £ 500.00 incurred as a result of a claim on our insurance, attributable to your act or failure to act.
- 1.7 You must not exercise any right or claim to withhold Rent in respect of legal or equitable set-off.

Use of the Property

- 1.8 Occupy the Property as your only or principal home and behave in a tenant like manner.
- 1.9 Take reasonable care of the Property and common parts (if any).
- 1.10 Not assign, take a lodger, sublet or part with or give up to another person possession of the Property or any part of it without our written permission (which will not be unreasonably withheld).
- 1.11 Not carry on in the Property any trade, profession, business or receive paying guests or register any business at the Property or use the Property for any purpose other than your private residence without our written permission (which will not be unreasonably withheld).
- 1.12 Not use the Parking (if Parking is specified in this Agreement) for any purpose other than for the storage of a private motor car or motor bike without our written permission (which will not be unreasonably withheld).
- 1.13 Not exhibit any poster or notice board or notice so as to be visible from the exterior of the Property without our written permission (which will not be unreasonably withheld).
- 1.14 You, those living with you, and your visitors must not harass or act in an antisocial manner to, or pursue a course of antisocial conduct against any person in the neighbourhood. Such people include residents, visitors, us, our Agents and contractors.

"Antisocial" means behaving in a way which causes or likely to cause alarm, distress, nuisance or annoyance to any person or causing damage to anyone's property; or which amount to harassment of any person. Harassment of a person includes causing the person alarm or distress. Antisocial behaviour includes speech. In particular, you, those living with you, and your visitors must not:

- 1.14.1 make excessive noise. This includes, but is not limited to, the use of televisions, CD players, digital media players, radios and musical instruments, DIY and power tools;
- 1.14.2 fail to control pets properly or allow them to foul or cause damage to other people's property;
- 1.14.3 allow visitors to the Property to be noisy or disruptive;

- 1.14.4 use the Property or allow it to be used, for illegal or immoral purposes;
- 1.14.5 vandalise or damage the Property or any part of the common parts (if any) or neighbourhood;
- 1.14.6 leave rubbish and recycling either in unauthorised places or at inappropriate times;
- 1.14.7 allow any other person (including children) to cause nuisance or annoyance to other people by failing to exercise reasonable control over them and take steps to prevent this;
- 1.14.8 harass, threaten or assault any other tenant, member of his/her household, visitors, neighbours, our family members or our employees or our Agent, or any other person or persons in the Property, or neighbourhood, for whatever reason. This includes behaviour due to that person's race colour or ethnic origin, nationality, gender, sexuality, disability, age, religion or other belief, or other status;
- 1.14.9 use or carry offensive weapons;
- 1.14.10 use, sell, cultivate or supply unlawful drugs or sell alcohol; and
- 1.14.11 store or bring onto the Property any type of firearm or firearm ammunition including any replica or decommissioned firearms.

The particular prohibitions on behaviour listed above do not in any way restrict your general responsibilities.

- 1.15 Not change the supplier of the Utilities and other relevant suppliers or install or cause or authorise installations relating to the supply of water, electricity, gas or other services to the Property without our written permission (which will not be unreasonably withheld).
- 1.16 Not bring into the Property any furniture or electrical equipment or other items which might be a hazard or cause damage or injury to the Property or to other occupants in the Property.
- 1.17 Not introduce into the Property any dangerous or flammable goods, materials, or substances, apart from those required for general household use. Not to store any heating fuel, paraffin or bottled gas or other gaseous fuel without our written permission (which will not be unreasonably withheld).
- 1.18 Not smoke or to permit a visitor to smoke tobacco or any other substance in the Property without our written permission (which will not be unreasonably withheld). If permission is given you may be asked to pay an additional amount towards the Deposit. For the avoidance of doubt nicotine staining is not considered to be fair wear and tear.
- 1.19 Not keep any animals, reptiles, insects, rodents or birds at the Property without our written permission (which will not be unreasonably withheld). For the avoidance of doubt, this clause does not apply in connection with registered guide and assistance dogs. This rule will be rigidly enforced and all costs associated with communicating with you, serving notice, seeking possession, cleaning the Property and any other action required will be charged to you. This could amount to several thousands of pounds. Any pet (where permitted) will be kept under supervision and control to ensure that it does not cause deterioration in the Property, deterioration in the condition of common areas or nuisance either to neighbours or persons in the locality of the Property. If you fail to exert reasonable supervision and control, we shall be entitled to withdraw our consent and require immediate removal of the pet. You will be liable for reasonable costs and expenses incurred by us in replacing and or reinstating the Property and its Contents owing to any damage or soiling to the Property and Contents caused by the pet including but not limited to de-infestation where required.
- 1.20 Take all reasonable steps not to block or cause a blockage to the drains and pipes, gutters and channels in or about the Property.
- 1.21 Take all reasonable precautions to prevent condensation and or mould growth by keeping the Property adequately ventilated and heated.
- 1.22 Take all reasonable precautions to prevent damage occurring to any pipes or other installations in the Property that may be caused by frost provided the pipes and other installations were adequately insulated at the start of the Tenancy.
- 1.23 Not put any damaging oil, grease or other harmful or corrosive substance into the washing or sanitary appliances or drains.
- 1.24 To arrange suitable contents insurance which you require for your own belongings. We will have no liability to insure any items belonging to you.
- 1.25 Not park in any space not designated to you.
- 1.26 Not interfere with the smoke detectors, carbon monoxide detectors, heat detectors or the fire alarm system except as provided in the Tenant's obligations in Clause 1.38.
- 1.27 In the case of a flat property, or any other property having common parts, you agree, in conjunction with the other proprietors/occupiers, to sweep and clean the common stairway and to co-operate with the other proprietors/occupiers in keeping the garden, back green or other communal areas clean and tidy.
- 1.28 Not obstruct the fire escape or common parts (if any). Any obstructions may be removed by us or our Agent.
- 1.29 Not allow children to play in the fire escapes or common parts (if any).
- 1.30 Replace or repair or pay our reasonable costs of repairing or replacing or reinstating the Property or its Contents which are destroyed, damaged, soiled, removed, or lost during the Tenancy (fair wear and tear excepted).

Leaving the Property Empty

- 1.31 Advise us by giving reasonable written notice if you intend to be absent from the Property for more than 14 consecutive days and to provide the actual dates that the Property will be unoccupied.
- 1.32 Ensure at all times when the Property is unoccupied that all external doors/windows are properly locked or are otherwise properly secured and take appropriate action with regard to supplies of water, gas and electricity to prevent flooding, frost or fire.
- 1.33 Flush through any water systems following any period where the Property is left unoccupied by running all taps and showers to remove any stagnant water.

Condition of the Property

- 1.34 Keep the interior of the Property including the Fixtures and Fittings and the Contents in the same condition, cleanliness, repair and decoration as at the commencement of the Tenancy (fair wear and tear excepted) and to carry out those jobs that you would reasonably be expected to carry out including but not limited to the cleaning of any sanitary appliances, showerwastes and windows as often as necessary.
- 1.35 Not remove any of the Contents from the Property without our written permission (which will not be unreasonably withheld).
- 1.36 Not make any alteration or addition to the Property or the electric, gas or plumbing system or decorate or change the style or colour of the decoration whether it be internal or external, or to erect and or install any aerial, satellite dish or cable television without our written permission (which will not be unreasonably withheld). Any request for adaptations, auxiliary aids or services in terms of the Equality Act 2010 must be made in writing to us. Consent to such alterations requested under this legislation will not be unreasonably withheld.
- 1.37 Not damage the Property or the electric, gas, or plumbing system.
- 1.38 Regularly test any smoke, carbon monoxide or other alarms at the Property and to replace batteries where necessary and to report any fault to us immediately.
- 1.39 Notify us as soon as reasonably possible having regard to the urgency of the matter of any defect in the Property which comes to your attention.
- 1.40 Replace any light bulbs, fluorescent tubes, or batteries, promptly and when necessary.
- 1.41 Keep the exterior free from rubbish and recycling and place all rubbish and recycling receptacles in the allocated space for collection on the day for collection. Rubbish and recycling receptacles should be returned to their normal storage places as soon as possible after rubbish and recycling has been collected.
- 1.42 Take proper care of the shared facilities (if any) and clean as appropriate after use.
- 1.43 Keep the gardens, driveways, pathways, lawns, hedges, flower beds, shrubs, rockeries and ponds (if any) in good and safe condition and as neat, tidy free from rubbish and properly tended as they were at the start of the Tenancy subject to seasonal requirements. Not to alter the general layout of the garden or cut down, lop, remove or otherwise damage any trees, shrubs or plants (with the exception of normal pruning). To cut the grass as necessary and properly tend the lawns and any borders in order to keep the same in a neat and tidy condition, subject to seasonal conditions.

Letters and Notices

- 1.44 Forward any notice, order, proposal or legal proceedings affecting the Property or its boundaries to us promptly upon receipt of any notice, order, proposal or legal proceedings.
- 1.45 Forward all correspondence addressed to the Landlord at the Property to us within a reasonable time.

Access for Repairs, Inspections and Valuations

- 1.46 Permit us (and our Agent or our contractors) reasonable access to the Property for any authorised purpose where you have been given 24 hours' notice, or access is required urgently for the purpose of carrying out work on the Property or inspecting the Property in order to determine what work we are entitled or have an obligation to carry out. The following are authorised purposes: carrying out any work on the Property which we have an entitlement or obligation to carry out; inspecting the Property (i) in order to determine what work type to carry out (ii) in pursuance of any entitlement or obligation which we have to carry out; valuing the let Property (or any part of it); and viewing the Property with prospective occupiers or purchasers during the last 2 months of the Tenancy. Reference to us having an entitlement or obligation to do something are to us having an entitlement or obligation to do something by virtue of an enactment or the terms of any agreement between us and you.
- 1.47 Allow reasonable use of the facilities within the Property in connection with anything done or to be done under Clause 1.46 of this Agreement.
- 1.48 Permit us and our Agent immediate access to the Property in the event of an Emergency, including but not limited to an imminent risk to your health and safety or members of your household or other persons in the vicinity.

Notice to Repair

- 1.49 If we give you written notice to remedy a defect for which you are responsible you agree to carry out the repair within one month of the date of the given notice.



Key and Alarm Codes

- 1.50 Permit us and our Agent to hold a set of keys to the Property for the purpose of entering the Property in an Emergency.
- 1.51 Not change the alarms codes, door locks and or have any duplicate keys cut without our written permission (which will not be unreasonably withheld). Should you lose your keys you will be liable to meet our reasonable costs for replacement and or having new locks fitted and new keys cut.

At the End of the Tenancy

- 1.52 At the termination of the Tenancy you agree to:
 - 1.52.1 give up the Property with vacant possession;
 - 1.52.2 give up the Property and the Contents in the same state of cleanliness, condition and decoration as it was at the commencement of the Tenancy (fair wear and tear excepted) and pay for the reinstatement, repair or replacement of the Property and Contents damaged, soiled, stained, marked or lost during the Tenancy which were your responsibility in this Agreement;
 - 1.52.3 remove all rubbish and recycling from the Property and properly dispose of it in receptacles outside the Property provided by the local council for the purpose of waste collection, or arrange with the local council for a special collection to uplift excessive or heavy rubbish for disposal;
 - 1.52.4 allow us or our Agent to enter the Property with a surveyor for the purposes of carrying out an inspection;
 - 1.52.5 leave the Contents in the respective positions that they occupied at the commencement of the Tenancy;
 - 1.52.6 return all sets of keys to us and pay reasonable costs of having new locks fitted and new keys cut in the event that not all keys are returned to us;
 - 1.52.7 remove all personal belongings including food stuff; and
 - 1.52.8 provide us or our Agent with a forwarding address at the end of the Tenancy for ease of administration and communication between both parties including the ease of return of the Deposit.
- 1.53 Any goods or personal effects belonging to you or members of your household which have been left at the Property after the expiry or termination of the Tenancy shall be deemed to have been abandoned and will be removed or stored by us. We may dispose of such goods or personal effects as we think appropriate and you will be liable for the reasonable costs of removal, storage and disposal provided we or our Agent have given written notice to you, or where you cannot be found after reasonable steps have been taken to trace you, and at least 14 days have passed (except perishable or hazardous items which we may dispose of immediately). We may deduct the reasonable cost of removal, storage and disposal from your Deposit.
- 1.54 Allow us to erect a 'to let' or 'for sale' sign at the Property during the last two months of the Tenancy.

Occupier's Liability

- 1.55 You are responsible for verifying the suitability of the Property for you and members of your household including but not limited to any gardens, fences, ponds or outbuildings, especially in relation to the safety of pets and young children.
- 1.56 You are responsible (under the Occupier's Liability Act 1984) for the safety of all guests and other visitors who attend the Property and protect them (especially children) from any hazards at the Property, for example but not limited to ponds, swimming pools, fences and electric gates.

2 Landlord's Obligations

We hereby agree with you as follows:

- 2.1 Allow you to quietly possess and enjoy the Property during the Tenancy without interruption from us (not withstanding Clause 1.46, 1.47 and 1.48 of this Agreement).
- 2.2 Pay all assessments and outgoings in respect of the Property which are our responsibility.
- 2.3 Ensure that any gas supply and appliances supplied by us comply with the Gas Safety (Installation and Use) Regulations 1998 (as amended).
- 2.4 Ensure that any furniture and equipment supplied by us comply with the Furniture and Furnishings (Fire) (Safety) Regulations 1988 (as amended).
- 2.5 Keep in repair the structure and exterior of the dwelling (including drains, gutters and external pipes) and keep in repair and proper working order the installations for the supply of any water, electricity, gas, sanitation and for space heating and water heating in accordance with Section 11 of the Landlord and Tenant Act 1985 (as amended).
- 2.6 Keep in repair all mechanical and electrical appliances which form part of the Contents (unless specifically excluded), unless the fault and or failure is due to your act or failure to act.
- 2.7 Pay the charges for Utilities and other relevant suppliers that we are responsible for as specified in this Agreement and or ground rent, if applicable.
- 2.8 Arrange for payment of premiums for any insurance of the Property and Contents belonging to us, such as those items included in the Inventory. We have no liability to insure any items belonging to you.

2.9 Arrange for the Property and Contents (but not your possessions) to be insured and use all reasonable effort to arrange for any damage caused by an insured risk to be remedied as soon as is reasonably practicable, and to refund to you any Rent paid for any period in which the Property is uninhabitable or inaccessible as a result of such damage, unless the insurers refuse to pay out the Policy monies because of anything you have done or failed to do in breach of this Agreement.

3 Rent Increases

3.1 We shall have the option on the anniversary of this agreement to increase the Rent by a reasonable percentage provided we have given you at least one month's notice of our intention to exercise this option.

4 Interest on Rent Arrears and Other Monies

4.1 You agree to pay interest at the rate of 3% above the Bank of England base rate upon any Rent or other monies due under this Agreement which is more than 14 days in arrears in respect of the date from when it became due to the date of payment.

4.2 21 days after the rent due date a County Court Judgment (CCJ) for the debt may be applied for (whether part of possession proceedings or not) and any associated costs incurred shall be debited to the Tenant(s) account.

5 Break Clause

5.1 In the event the term granted by this tenancy is for a fixed period of 12 months or more, either party may bring the tenancy to an end at any time after 6 months from the start of the tenancy by giving not less than two months written notice.

6 Termination

6.1 If we allow you to remain in the Property after the fixed term has expired then the Tenancy will continue as a contractual periodic tenancy in accordance with the Housing Act 1988 (as amended). To end the periodic tenancy you shall give us at least one month's notice in writing.

6.2 We have the right to recover possession of the Property by lawful means if:

6.2.1 the fixed term has come to an end;

6.2.2 we have given you at least two months' notice of our intention to recover possession of the Property; and

6.2.3 at least six months have passed since the commencement of the Term of the original agreement.

6.3 We reserve the right to re-enter the Property (subject always to any statutory restrictions on our power to do so) and immediately thereon the tenancy shall terminate without prejudice to our other rights and remedies if:

6.3.1 the Rent is unpaid 14 days after becoming payable whether it has been formally demanded or not;

6.3.2 you have breached this Agreement;

6.3.3 you become bankrupt;

6.3.4 an Interim Receiver of the Property is appointed;

6.3.5 you (without making prior arrangements in writing with us) leave the Property vacant or unoccupied for more than 28 days; or

6.3.6 any of the Grounds 2, 8, 10-15 and 17 set out in Schedule 2 of the Housing Act 1988 apply.

This clause does not affect your rights under the Protection from Eviction Act 1977.

6.4 We reserve the right to re-enter the Property by lawful means if you do not have the Right to Rent in the United Kingdom as determined by Section 22 of the Immigration Act 2014.

7 Effect of Termination

7.1 Termination of this Agreement ends the Tenancy but does not release you from any outstanding obligations.

7.2 At the end of the Tenancy you shall return the Property together with the Contents to us in the condition required by this Agreement.

8 Inventory

8.1 Upon taking the Tenancy you will be invited to attend a check-in process where you will be given access to the Property and an opportunity to take meter readings. You will be provided with the Inventory and Schedule of Condition relating to the Property on or shortly after the commencement of the Tenancy. The Inventory is an agreed record of the Contents and condition of the Property and Contents at commencement of the Tenancy and shall be used to assess any loss, damage or dilapidation as recorded at the end of the Tenancy.

8.2 You have a period of 7 days from the start of the Tenancy, or receipt of the Inventory and Schedule of Condition (whichever is later), to ensure that the Inventory and Schedule of Condition is correct and to tell us or our Agent of any discrepancies in writing, after which the Inventory and Schedule of Condition will be amended as appropriate. If you take no action and after the 7 day period has expired, you shall be deemed to be fully satisfied with the terms.

8.3 At the end of the Tenancy you will be invited to attend a check-out process which will be arranged by us. The check-out process will comprise a full inspection of the Property and its Contents and an opportunity to take

meter readings. Any items missing, damaged or otherwise in a different state to their condition at the check-in will be recorded. You are strongly encouraged to be present at this process as best practice. This will give you the opportunity to dispute or explain any deficiencies or defects discovered at the check-out or to take any immediate remedial action by negotiation with us or our Agent.

9 Deposit

- 9.1 You must pay a Deposit of (repeat as per page 3) £2,750.00 to (write 'us' or 'our Agent' as required) Us to be protected as security towards the discharge or part discharge of any liability referred to in Clause 8.4 of this Agreement and subject to this on trust for you absolutely. The Deposit is held by (write 'us' or 'our Agent as Stakeholder' as required) Us who is a member of the government approved tenancy deposit scheme (insert scheme name): Mydeposits.co.uk
- 9.2 If the Deposit is held in a custodial-based government approved tenancy deposit scheme, any interest on the Deposit will be paid to you subject to the terms and conditions of the scheme. If the Deposit is held by us or our Agent you will not receive interest on the Deposit.
- 9.3 The Deposit shall be returned to you (less any deductions properly made) within 10 working days of the end of the Tenancy upon vacant possession of the Property and return of the keys if you have kept to all the obligations within this Agreement.
- 9.4 Monies shall be deducted from the Deposit in respect of all reasonable costs and expenses incurred by us (including but not limited to the costs and fees of our solicitors and other professional advisors) in respect of:
- 9.4.1 the recovery from you of any Rent or any other money which is in arrears;
 - 9.4.2 the enforcement of any of the provisions of this Agreement;
 - 9.4.3 compensation in respect of your use and occupation in the event that you fail to vacate the Property on the due date;
 - 9.4.4 the service of any notice relating to the breach by you of any of your obligations under this Agreement whether or not the same shall result in court proceedings;
 - 9.4.5 the cost of any bank or other charges incurred by us if any cheque written by you is dishonoured or if any standing order payment is withdrawn by your bankers;
 - 9.4.6 the cost of repairing, decorating or cleaning the Property or the Contents so they are to the same standard as at the commencement of the Tenancy (fair wear and tear excepted);
 - 9.4.7 the cost of replacing any items listed in the Inventory which are missing from the Property at the end of the Tenancy;
 - 9.4.8 the cost of removal, storage and disposal by us of any goods or personal effects belonging to you or members of your household which have been left at the Property after the expiry or termination of the Tenancy in accordance with Clause 1.53 of this Agreement;
 - 9.4.9 any other monies owed by you to us;
 - 9.4.10 our reasonable costs in reinstating the Property owing to your breach of any conditions of this Agreement; and
 - 9.4.11 the Policy excess of (repeat as per page 5) £ 500.00 incurred as a result of a claim on our insurance, attributable to your act or failure to act.
- 9.5 If the Deposit shall be insufficient you shall pay us such additional sums as shall be required to cover all costs, charges and expenses properly due.

10 Notices

- 10.1 We agree that any notices given under or in relation to this Agreement which are to be given in writing may be served on the Landlord either by being left at the address in Clause 9.2 of this Agreement or by being sent to that address by first class post. Notices left at the address are deemed received the next working day. Notices sent by first class post are deemed received on the second working day after posting.
- 10.2 The Landlord's address for service is (insert Landlord address as per page 2): Full address:
[REDACTED]
[REDACTED]
 Postcode: [REDACTED]

10.3 You agree that any notices given under or in relation to this Agreement which are to be given in writing may be served on you either by being left at the Property or by being sent to the Property by first class post. Notices left at the Property are deemed received the next working day. Notices sent by first class post are deemed received two working days after posting.

10.4 You agree that the service of notices, Rent Increase Notices, the How to Rent Guide, Gas Safety Record, Energy Performance Certificate and Prescribed Information in relation to the government approved tenancy deposit scheme may be served on you by email. Your email address for these purposes is *(insert name and email as per page 2)*:

Tenant 1: [Redacted] _____

Email: [Redacted] _____

Tenant 2: [Redacted] _____

Email: [Redacted] _____

Tenant 3: [Redacted] _____

Email: [Redacted] _____

Tenant 4: _____

Email: _____

Notices sent by email are deemed to be served the next working day after being sent.

11 Consents

11.1 We confirm that all necessary consents have been obtained to enable us to enter into this Agreement (whether from superior landlord, lenders, mortgagees, insurers, or others).

12 Data Protection

12.1 We require to process and retain certain personal information that you have provided to us. From time to time we may pass any or all of that personal information on to third parties who may carry out specific work on our behalf for processing. Full details of the personal information we hold, why we hold that information, how long it is held for and with whom that information is shared are set out in the Fair Processing Notice provided to you.

12.2 In the event that we require your consent to process and retain any of your personal information we shall seek your written permission to do so separately.

12.3 In terms of the EU General Data Protection Regulation 2016/6769 (hereinafter "GDPR") you are entitled to request and inspect personal information of yours that we hold. Should you wish to inspect any of your personal information that we hold, you have the right to request sight of this data, provided it is done in writing and detail the specific information that you are seeking. We will provide you with a copy of any personal information held (which constitutes "Personal Data" in terms of GDPR) within one month of receipt of your written request.

13 Special Letting Terms

13.1 Attached to and forming part of this Agreement are *(please state)*:





05.08.2022 | 9:01 PM BST

Signed as an Agreement dated: _____

Between us, the Landlord:




(Repeat Landlord name as on the front page)


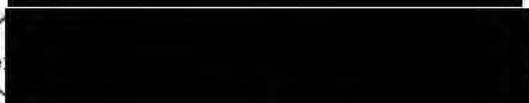

Space Investments Limited




Signature:  


And you, the Tenant:

(Repeat Tenant name as on the front page)

Tenant 1: 
Signature:  

Tenant 2: 
Signature:  

Tenant 3: 
Signature:  

Tenant 4: _____
Signature: _____ 

This document is prepared in good faith by the National Landlords Association. No responsibility whatsoever is accepted by the National Landlords Association or the officers of said organisation for the accuracy or the legal effect of the document(s) nor shall the National Landlords Association or their officers be held responsible for the consequences of its use by a member of the National Landlords Association or by the general public.

Information for tenants

The National Landlords Association is the UK's leading association for private-residential landlords. We work with landlords with large property portfolios to those with just a single letting.

Tenants should contact their landlord or agent directly for any queries relating to this agreement.

The NLA online register of members will allow you to verify whether your landlord is a member of the National Landlords Association.

The online UKALA Agent Directory will allow you to verify whether your agent is a member of the UK Association of Letting Agents.

For more information please visit the National Landlords Association www.landlords.org.uk or the UK Association of Letting Agents www.ukala.org.uk

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APPENDIX 3

Flat 1, 670 Old Kent Road, SE15 1JF

[REDACTED]

Tenancy: 1 Dec 2021 - 31 Jul 2022

Summary of Events

Space Investments Ltd have signed Assured Shorthold Tenancy Agreement with [REDACTED] [REDACTED] for the term of 12 months. Please see copy of the lease enclosed for your review.

First report of noise nuisance received on 4th January 2022, describing the extent of noise experienced and effect to their wellbeing. Tenant [REDACTED] describe the property as uninhabitable.

Further reports and updates received:

15th February 2022 – continuous noise nuisance from Wazobia Restaurant, even past their licensed operating hours. Tenants keep records of noise nuisance but are not ready to make official complain.

28th April 2022 – tenants giving notice to vacate due to persisting noise issue from Wazobia Restaurant.

14th May 2022 – tenant [REDACTED] updates they filed a complaint with Southwark Council Noise Nuisance department. Inspector visited the premises and issued noise abatement notice to Restaurant Wazobia. Regretfully this had no effect to noise levels. Tenants advise of their neighbours trying to engage with council with no avail.

24th May 2022 - tenant [REDACTED] shares evidence which includes video recordings, copied to USB and enclosed for your review.

Email correspondence enclosed for your records.

Alvyda Tumaite

From: [REDACTED]
Sent: 04 January 2022 09:16
To: [REDACTED]
Cc: [REDACTED]
Subject: !Noise issues at 670 Old Kent Road

Follow Up Flag: Follow up
Flag Status: Completed

Hi [REDACTED]

Hope you are well. Just emailing to discuss an issue we're having with our current flat at 670 Old Kent Road.

Since moving in last month, there have been major problems concerning noise from the occupants below the flat. On a frequent basis, the business plays music well beyond their licensed hours, at an inappropriate volume for a residential area. As a result, the flat is essentially uninhabitable during these hours, as all three of us cannot sleep due to the incredibly loud noise and vibrations.

We're confused as the business below clearly operates as a nightclub rather than only as a restaurant. This is contrary to what we were told before signing our tenancy agreement. As such, we're emailing as we would appreciate your assistance in resolving this matter.

I'm flagging this as of high priority, as we'd like to hear some advice on next steps from you before this coming weekend. Alternatively, if it is more appropriate, I'm also available to speak over the phone. Thank you in advance, and I await your immediate response.

Kind regards,
[REDACTED]

Alvyda Tumaite

From: [REDACTED]
Sent: 15 February 2022 16:15
To: [REDACTED]
Cc: [REDACTED] Luke Adams
Subject: Re: !Noise issues at 670 Old Kent Road

Hi Alvyda,

Hope you are well and thank you for your initial guidance on this matter. We were wondering if there was an update from the freeholder of the block?

Unfortunately the noise issues have continued since our last email. We have kept recordings of the noise going past operating hours (which is still a regular occurrence), however haven't made an official complaint to the council, as we would prefer to reserve this as a last resort if possible.

Do let us know if you have heard back from the freeholder of the block.

Thanks,
[REDACTED]

On Tue, 4 Jan 2022 at 15:49, [REDACTED] wrote:

Hi [REDACTED]

Hope you are well, happy New Year.

Thank you for the below and we are sorry to learn of your recent experiences. We are shocked to hear the restaurant operates beyond their licensed hours.

In the first instance I would suggest notifying both the police and Southwark environmental control (<https://www.southwark.gov.uk/noise-and-antisocial-behaviour/how-to-report-a-noise-problem>) over the issue as they will have the rights to issue any sanctions on the owners below. I would also suggest to try and record the noise when it occurs, keep a diary of events to support your complaint. We will happily support any claim you make, please do keep us informed.

We have also written to the Freeholder of the block, seeking their immediate redress of the matter.

We will keep you posted.

Alvyda Tumaite

From: [REDACTED]
Sent: 28 April 2022 09:55
To: [REDACTED]
Subject: Re: Two month tenancy notice 1, 670 Old Kent Road
Attachments: image001.jpg; image002.jpg; image003.jpg; image004.jpg

Follow Up Flag: Follow up
Flag Status: Completed

Hi [REDACTED]
Sorry for the late reply,

Because of the persisting noise issues, we are really keen to move out as soon as possible. As such we've taken advice from a solicitor on the wording of the break clause. Through this we've confirmed the wording to allow for us to activate the break clause at 4 months to end the tenancy at 6 months.

Please can you confirm our previous move out date of the 19th of June.

Looking forward to hearing from you

All the best,
[REDACTED]

Alvyda Tumaite

From: [REDACTED]
Sent: 14 May 2022 15:01
To: [REDACTED]
Subject: Re: Two month tenancy notice 1, 670 Old Kent Road

Follow Up Flag: Follow up
Flag Status: Completed

Hi [REDACTED]

Just to confirm we'd like to use the 31st July move out date. Do let us know on any next steps for this.

In terms of the videos, we're just collating these to share early this week as there will be a fair few from over the past months. Is there a preferred way to share these, i.e a Google docs link?

To keep you updated on the ongoing noise issues: we recently filed a complaint with the council, and received an inspection from noise nuisance team. The officers they sent over agreed that the noise was a statutory nuisance and issued a noise abatement notice for the below neighbours.

Sadly this doesn't seem to have affected anything, and the noise remains at the same level, and to the same late hours. We're aware that other tenants in the building have done the same thing, to the same effect.

Just wanted to keep you in the loop on this.

Best,
[REDACTED]

Alvyda Tumaite

From: [REDACTED]
Sent: 24 May 2022 23:16
To: [REDACTED]
Cc: [REDACTED]
Subject: Videos of noise in the flat

Follow Up Flag: Follow up
Flag Status: Completed

Hi [REDACTED]

Hope you are well. Sorry for the delay in getting these over, but please see the link below for the google drive folder containing videos documenting the noise issues in the flat.

[REDACTED]

I've attached each video with the date and time in the title - the bedroom clock in some of the videos is an hour forward, but the time in the video title will be correct.

This should give a pretty good overview of the problems. To make it clear, these aren't recorded on one offs, but this noise is the same level every Friday, Saturday and often Sundays/holidays/ since we've moved in.

Kind regards,
[REDACTED]

Assured Shorthold Tenancy Agreement

within the meaning of the Housing Act 1988
as amended by the Housing Act 1996



This Agreement contains the terms and obligations of the Tenancy. It sets out the promises made between you (the Tenant) and us (the Landlord). These promises will be legally binding once this Agreement has been both signed and dated and initial funds as detailed within the body of this Agreement have been paid. 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 language, it inevitably contains some legal terms and references.

You understand that we will be entitled to recover possession when the Tenancy ends.

The Inventory and Schedule of Condition should be checked carefully and agreed with us or our Agent.

Please note that if the Inventory and Schedule of Condition is not agreed or challenged by you in writing within seven days of commencement of the Tenancy, or receipt of the Inventory and Schedule of Condition (whichever is later), we shall deem that you have accepted the Inventory and Schedule of Condition as fair and accurate and that we or our Agent may rely on them at the end of the Tenancy as being correct and accurate.

If you do not understand this Agreement, or anything in it, it is strongly suggested that you ask for an explanation before signing it. You might consider consulting a solicitor, Citizen's Advice Bureau or Housing Advice Centre.

This Agreement is between us, the Landlord:

(Full name including title and middle names or business name)

Space Investments Limited, 5th Floor, 1 Valentine Place, London, SE1 8QH

And you, the Tenant (individually and together):

(Full name including title and middle names)

Tenant 1: [Redacted]

Tenant 2: [Redacted]

Tenant 3: [Redacted]

Tenant 4: _____

And is made in relation to the Property at:

Full address: Flat 1, 670 Old Kent Road

Postcode: SE15 1JF



Our contact details

In accordance with Sections 47 and 48 of the Landlord and Tenant Act 1987 the Landlord's name and address in England and Wales at which notices (including Notices of Proceedings) may be served on the Landlord by you are (repeat Landlord name as on the front page):

Full address: 5th Floor, 1 Valentine Place, London

Postcode: SE1 8QH

Our property manager

Contact name (if different to that above)

Daytime telephonenumber

Evening telephonenumber

Email:

Address (if different to that above):

Postcode:

Your contact details

(Repeat Tenant name as on the front page)

Tenant 1:

Email:

Mobile

Tenant 2:

Email:

Mobile

Tenant 3:

Email:

Mobile

Tenant 4:

Email:

Mobile

Number of Permitted Occupiers

The maximum number of people permitted to occupy the Property within the terms of the Agreement is:

n/a

Children

The maximum number of children (under 18 at the start of the Tenancy) permitted to occupy the Property is:

n/a



TermA fixed term of 12 months and 0 days commencing on and including (start date) 1 Dec 2021**Rent**You agree to pay the total Rent of £ 2166.67 per (week/month) month in advance in the followinginstalments: The first payment of £ 2166.67 is to be paid in cleared funds on or before (date) 1 Dec 2021Subsequent payments of £ 2166.67 are to be paid in cleared funds by the (day/number) 1stof each (week/month) month by (payment method and bank details if applicable) _____

standing order

Deposit

You agree (tick one box only as appropriate):

 A Deposit of £ _____ was paid on (date) _____

by (payment method) bank transfer

 A Deposit of £ 2500 is to be paid in cleared funds on or before (date) 1 Dec 2021 No Deposit has been paid**Utilities and other relevant suppliers**

You and we agree (tick all the boxes that apply and write in 'You' or 'We' as appropriate):

 Water charges: You are responsible for paying Council Tax (or similar charge which replaces it): You are responsible for paying Gas: n/a are responsible for paying Electricity: You are responsible for paying Television licence: You are responsible for paying Telephone: You are responsible for paying Broadband: You are responsible for paying Other: _____ You are responsible for paying**The Property is let together with use of the:**Contents as specified in the Inventory and Schedule of Condition to be provided before (date): 1 Dec 2021

Shared Facilities: _____

Garden: n/aParking: n/a**The Property is let excluding use of the:**

Definitions

“Agent” means the company or person who has been engaged by us to manage the Property on our behalf, or anyone who subsequently takes over the rights and obligations of our Agent.

“Contents” means anything provided by us as stated in the Inventory including but not limited to white goods, furniture, cutlery, utensils, implements, tools, equipment or the Fixtures and Fittings.

“Emergency” means where there is a risk to life or damage to the fabric of the Property or the Contents.

“Fixtures and Fittings” includes references to any fixtures, fittings, furnishings, effects, floor, ceiling or wall coverings.

“Head Lease” sets out the promises we have made to our superior landlord, if the Property is leasehold. You will also be bound by these promises if you have prior knowledge of them. The superior landlord is the person who owns the interest in the Property giving them the right to possession of the Property at the end of our lease.

“Inventory” is the document drawn up by us, our Agent, or an inventory clerk, which will be given to you on or shortly after the commencement of the Tenancy. It describes the Contents of the Property as provided by us. It may include a Schedule of Condition, written report, photos or videos to record the Contents and condition of the Property or Contents. It may include meter readings.

“Joint and Severally Liable” means where there are two or more Tenants, you will each be responsible for complying with the obligations in this Agreement both individually and together. We may seek to enforce these obligations or claim damages against any one or more of you. For example, if three Tenants are named on this Agreement and one Tenant does not pay their proportion of the Rent, we can recover the amount owed from any one of you or any group. If the Tenancy is periodic and one Tenant gives notice to quit, the notice will end the Tenancy for all of you.

“Landlord” includes anyone entitled to possession of the Property under this Agreement.

“Policy” means any insurance policy held by us for the Property or Contents.

“Property” includes any part or parts of the building boundaries, fences, garden and outbuildings belonging to us unless they have been specifically excluded from the Tenancy. Where the Property is part of a larger building, Property includes the common access ways and shared facilities.

“Rental Period” means the time between Rent due dates. For example if the Tenancy is weekly and Rent is due on a Wednesday, the Rental Period will be from Wednesday to Tuesday. If the Tenancy is monthly and Rent is due on the 10th of each month, the Rental Period will be from the 10th to the 9th of the following month.

“Schedule of Condition” is a summary of the condition of the Property or Contents and usually includes a description of any faults, damage or missing items.

“Tenancy” means the time between the commencement and the termination of this Agreement including any extensions that may have been granted to you by us.

“Us” “our” “we” means the Landlord.

“Utilities and other relevant suppliers” includes but is not limited to; water charges, Council Tax (or similar charge which replaces it), gas, electricity, television licence, telephone, broadband, cable television and satellite television.

“Working Day” does not include Saturdays, Sundays and Bank Holidays.

“You” “your” means the Tenant.

References to the singular include the plural and references to the plural include the singular.



Terms and Conditions

We let the Property together with the Contents to you for the Tenancy on the letting terms set out in this Agreement as supplemented by any special letting terms.

1 Tenant's Obligations

You hereby agree with us as follows:

- 1.1 Any obligation upon you under this Agreement to do or not to do anything shall also require you not to permit or allow your household or any visitor to do or not to do the same thing.
- 1.2 Where there is more than one Tenant you will all be Joint and Severally Liable for the obligations contained within this Agreement. In the event of non-payment of Rent and or other breaches of this Agreement any individual Tenant or group of Tenants may be held liable. This means that legal action may be brought against any one or any group of Tenants. If this Agreement has become periodic notice to leave by any individual Tenant will also end the Tenancy for all Tenants.

Rent and Charges

- 1.3 To pay the Rent to us at the times and in the manner specified in this Agreement whether or not it has been formally demanded.
- 1.4 Any payment for less than the Rental Period is to be apportioned on a daily basis and will include the last day of the Tenancy.
- 1.5 To pay the charges for Council Tax (or similar charge which replaces it) and Utilities and other relevant suppliers that you are responsible for as specified in this Agreement.
- 1.6 To pay all reasonable costs and expenses incurred by us:
 - 1.6.1 in the recovery from you of any Rent and any other money which is in arrears;
 - 1.6.2 in the enforcement of any of the provisions of this Agreement;
 - 1.6.3 in the service of any notice relating to the breach by you of any of your obligations under this Agreement whether or not the same shall result in court proceedings;
 - 1.6.4 the cost of any bank or other charges if any cheque written by you is dishonoured or if any standing order or any other payment method is withdrawn by your bankers;
 - 1.6.5 the cost of repairing, decorating or cleaning the Property or the Contents so they are to the same standard as at the commencement of the Tenancy (fair wear and tear excepted);
 - 1.6.6 any other monies owed by you to us; and
 - 1.6.7 the Policy excess of (*insert figure from insurance policy*) £ 500.00 incurred as a result of a claim on our insurance, attributable to your act or failure to act.
- 1.7 You must not exercise any right or claim to withhold Rent in respect of legal or equitable set-off.

Use of the Property

- 1.8 Occupy the Property as your only or principal home and behave in a tenant like manner.
- 1.9 Take reasonable care of the Property and common parts (if any).
- 1.10 Not assign, take a lodger, sublet or part with or give up to another person possession of the Property or any part of it without our written permission (which will not be unreasonably withheld).
- 1.11 Not carry on in the Property any trade, profession, business or receive paying guests or register any business at the Property or use the Property for any purpose other than your private residence without our written permission (which will not be unreasonably withheld).
- 1.12 Not use the Parking (if Parking is specified in this Agreement) for any purpose other than for the storage of a private motor car or motor bike without our written permission (which will not be unreasonably withheld).
- 1.13 Not exhibit any poster or notice board or notice so as to be visible from the exterior of the Property without our written permission (which will not be unreasonably withheld).
- 1.14 You, those living with you, and your visitors must not harass or act in an antisocial manner to, or pursue a course of antisocial conduct against any person in the neighbourhood. Such people include residents, visitors, us, our Agents and contractors.

"Antisocial" means behaving in a way which causes or likely to cause alarm, distress, nuisance or annoyance to any person or causing damage to anyone's property; or which amount to harassment of any person. Harassment of a person includes causing the person alarm or distress. Antisocial behaviour includes speech. In particular, you, those living with you, and your visitors must not:

 - 1.14.1 make excessive noise. This includes, but is not limited to, the use of televisions, CD players, digital media players, radios and musical instruments, DIY and power tools;
 - 1.14.2 fail to control pets properly or allow them to foul or cause damage to other people's property;
 - 1.14.3 allow visitors to the Property to be noisy or disruptive;

- 1.14.4 use the Property or allow it to be used, for illegal or immoral purposes;
- 1.14.5 vandalise or damage the Property or any part of the common parts (if any) or neighbourhood;
- 1.14.6 leave rubbish and recycling either in unauthorised places or at inappropriate times;
- 1.14.7 allow any other person (including children) to cause nuisance or annoyance to other people by failing to exercise reasonable control over them and take steps to prevent this;
- 1.14.8 harass, threaten or assault any other tenant, member of his/her household, visitors, neighbours, our family members or our employees or our Agent, or any other person or persons in the Property, or neighbourhood, for whatever reason. This includes behaviour due to that person's race colour or ethnic origin, nationality, gender, sexuality, disability, age, religion or other belief, or other status;
- 1.14.9 use or carry offensive weapons;
- 1.14.10 use, sell, cultivate or supply unlawful drugs or sell alcohol; and
- 1.14.11 store or bring onto the Property any type of firearm or firearm ammunition including any replica or decommissioned firearms.

The particular prohibitions on behaviour listed above do not in any way restrict your general responsibilities.

- 1.15 Not change the supplier of the Utilities and other relevant suppliers or install or cause or authorise installations relating to the supply of water, electricity, gas or other services to the Property without our written permission (which will not be unreasonably withheld).
- 1.16 Not bring into the Property any furniture or electrical equipment or other items which might be a hazard or cause damage or injury to the Property or to other occupants in the Property.
- 1.17 Not introduce into the Property any dangerous or flammable goods, materials, or substances, apart from those required for general household use. Not to store any heating fuel, paraffin or bottled gas or other gaseous fuel without our written permission (which will not be unreasonably withheld).
- 1.18 Not smoke or to permit a visitor to smoke tobacco or any other substance in the Property without our written permission (which will not be unreasonably withheld). If permission is given you may be asked to pay an additional amount towards the Deposit. For the avoidance of doubt nicotine staining is not considered to be fair wear and tear.
- 1.19 Not keep any animals, reptiles, insects, rodents or birds at the Property without our written permission (which will not be unreasonably withheld). For the avoidance of doubt, this clause does not apply in connection with registered guide and assistance dogs. This rule will be rigidly enforced and all costs associated with communicating with you, serving notice, seeking possession, cleaning the Property and any other action required will be charged to you. This could amount to several thousands of pounds. Any pet (where permitted) will be kept under supervision and control to ensure that it does not cause deterioration in the Property, deterioration in the condition of common areas or nuisance either to neighbours or persons in the locality of the Property. If you fail to exert reasonable supervision and control, we shall be entitled to withdraw our consent and require immediate removal of the pet. You will be liable for reasonable costs and expenses incurred by us in replacing and or reinstating the Property and its Contents owing to any damage or soiling to the Property and Contents caused by the pet including but not limited to de-infestation where required.
- 1.20 Take all reasonable steps not to block or cause a blockage to the drains and pipes, gutters and channels in or about the Property.
- 1.21 Take all reasonable precautions to prevent condensation and or mould growth by keeping the Property adequately ventilated and heated.
- 1.22 Take all reasonable precautions to prevent damage occurring to any pipes or other installations in the Property that may be caused by frost provided the pipes and other installations were adequately insulated at the start of the Tenancy.
- 1.23 Not put any damaging oil, grease or other harmful or corrosive substance into the washing or sanitary appliances or drains.
- 1.24 To arrange suitable contents insurance which you require for your own belongings. We will have no liability to insure any items belonging to you.
- 1.25 Not park in any space not designated to you.
- 1.26 Not interfere with the smoke detectors, carbon monoxide detectors, heat detectors or the fire alarm system except as provided in the Tenant's obligations in Clause 1.38.
- 1.27 In the case of a flatted property, or any other property having common parts, you agree, in conjunction with the other proprietors/occupiers, to sweep and clean the common stairway and to co-operate with the other proprietors/occupiers in keeping the garden, back green or other communal areas clean and tidy.
- 1.28 Not obstruct the fire escape or common parts (if any). Any obstructions may be removed by us or our Agent.
- 1.29 Not allow children to play in the fire escapes or common parts (if any).
- 1.30 Replace or repair or pay our reasonable costs of repairing or replacing or reinstating the Property or its Contents which are destroyed, damaged, soiled, removed, or lost during the Tenancy (fair wear and tear excepted).

Leaving the Property Empty

- 1.31 Advise us by giving reasonable written notice if you intend to be absent from the Property for more than 14 consecutive days and to provide the actual dates that the Property will be unoccupied.
- 1.32 Ensure at all times when the Property is unoccupied that all external doors/windows are properly locked or are otherwise properly secured and take appropriate action with regard to supplies of water, gas and electricity to prevent flooding, frost or fire.
- 1.33 Flush through any water systems following any period where the Property is left unoccupied by running all taps and showers to remove any stagnant water.

Condition of the Property

- 1.34 Keep the interior of the Property including the Fixtures and Fittings and the Contents in the same condition, cleanliness, repair and decoration as at the commencement of the Tenancy (fair wear and tear excepted) and to carry out those jobs that you would reasonably be expected to carry out including but not limited to the cleaning of any sanitary appliances, showerwastes and windows as often as necessary.
- 1.35 Not remove any of the Contents from the Property without our written permission (which will not be unreasonably withheld).
- 1.36 Not make any alteration or addition to the Property or the electric, gas or plumbing system or decorate or change the style or colour of the decoration whether it be internal or external, or to erect and or install any aerial, satellite dish or cable television without our written permission (which will not be unreasonably withheld). Any request for adaptations, auxiliary aids or services in terms of the Equality Act 2010 must be made in writing to us. Consent to such alterations requested under this legislation will not be unreasonably withheld.
- 1.37 Not damage the Property or the electric, gas, or plumbing system.
- 1.38 Regularly test any smoke, carbon monoxide or other alarms at the Property and to replace batteries where necessary and to report any fault to us immediately.
- 1.39 Notify us as soon as reasonably possible having regard to the urgency of the matter of any defect in the Property which comes to your attention.
- 1.40 Replace any light bulbs, fluorescent tubes, or batteries, promptly and when necessary.
- 1.41 Keep the exterior free from rubbish and recycling and place all rubbish and recycling receptacles in the allocated space for collection on the day for collection. Rubbish and recycling receptacles should be returned to their normal storage places as soon as possible after rubbish and recycling has been collected.
- 1.42 Take proper care of the shared facilities (if any) and clean as appropriate after use.
- 1.43 Keep the gardens, driveways, pathways, lawns, hedges, flower beds, shrubs, rockeries and ponds (if any) in good and safe condition and as neat, tidy free from rubbish and properly tended as they were at the start of the Tenancy subject to seasonal requirements. Not to alter the general layout of the garden or cut down, lop, remove or otherwise damage any trees, shrubs or plants (with the exception of normal pruning). To cut the grass as necessary and properly tend the lawns and any borders in order to keep the same in a neat and tidy condition, subject to seasonal conditions.

Letters and Notices

- 1.44 Forward any notice, order, proposal or legal proceedings affecting the Property or its boundaries to us promptly upon receipt of any notice, order, proposal or legal proceedings.
- 1.45 Forward all correspondence addressed to the Landlord at the Property to us within a reasonable time.

Access for Repairs, Inspections and Valuations

- 1.46 Permit us (and our Agent or our contractors) reasonable access to the Property for any authorised purpose where you have been given 24 hours' notice, or access is required urgently for the purpose of carrying out work on the Property or inspecting the Property in order to determine what work we are entitled or have an obligation to carry out. The following are authorised purposes: carrying out any work on the Property which we have an entitlement or obligation to carry out; inspecting the Property (i) in order to determine what work type to carry out (ii) in pursuance of any entitlement or obligation which we have to carry out; valuing the let Property (or any part of it); and viewing the Property with prospective occupiers or purchasers during the last 2 months of the Tenancy. Reference to us having an entitlement or obligation to do something are to us having an entitlement or obligation to do something by virtue of an enactment or the terms of any agreement between us and you.
- 1.47 Allow reasonable use of the facilities within the Property in connection with anything done or to be done under Clause 1.46 of this Agreement.
- 1.48 Permit us and our Agent immediate access to the Property in the event of an Emergency, including but not limited to an imminent risk to your health and safety or members of your household or other persons in the vicinity.

Notice to Repair

- 1.49 If we give you written notice to remedy a defect for which you are responsible you agree to carry out the repair within one month of the date of the given notice.

Key and Alarm Codes

- 1.50 Permit us and our Agent to hold a set of keys to the Property for the purpose of entering the Property in an Emergency.
- 1.51 Not change the alarms codes, door locks and or have any duplicate keys cut without our written permission (which will not be unreasonably withheld). Should you lose your keys you will be liable to meet our reasonable costs for replacement and or having new locks fitted and new keys cut.

At the End of the Tenancy

- 1.52 At the termination of the Tenancy you agree to:
 - 1.52.1 give up the Property with vacant possession;
 - 1.52.2 give up the Property and the Contents in the same state of cleanliness, condition and decoration as it was at the commencement of the Tenancy (fair wear and tear excepted) and pay for the reinstatement, repair or replacement of the Property and Contents damaged, soiled, stained, marked or lost during the Tenancy which were your responsibility in this Agreement;
 - 1.52.3 remove all rubbish and recycling from the Property and properly dispose of it in receptacles outside the Property provided by the local council for the purpose of waste collection, or arrange with the local council for a special collection to uplift excessive or heavy rubbish for disposal;
 - 1.52.4 allow us or our Agent to enter the Property with a surveyor for the purposes of carrying out an inspection;
 - 1.52.5 leave the Contents in the respective positions that they occupied at the commencement of the Tenancy;
 - 1.52.6 return all sets of keys to us and pay reasonable costs of having new locks fitted and new keys cut in the event that not all keys are returned to us;
 - 1.52.7 remove all personal belongings including food stuff; and
 - 1.52.8 provide us or our Agent with a forwarding address at the end of the Tenancy for ease of administration and communication between both parties including the ease of return of the Deposit.
- 1.53 Any goods or personal effects belonging to you or members of your household which have been left at the Property after the expiry or termination of the Tenancy shall be deemed to have been abandoned and will be removed or stored by us. We may dispose of such goods or personal effects as we think appropriate and you will be liable for the reasonable costs of removal, storage and disposal provided we or our Agent have given written notice to you, or where you cannot be found after reasonable steps have been taken to trace you, and at least 14 days have passed (except perishable or hazardous items which we may dispose of immediately). We may deduct the reasonable cost of removal, storage and disposal from your Deposit.
- 1.54 Allow us to erect a 'to let' or 'for sale' sign at the Property during the last two months of the Tenancy.

Occupier's Liability

- 1.55 You are responsible for verifying the suitability of the Property for you and members of your household including but not limited to any gardens, fences, ponds or outbuildings, especially in relation to the safety of pets and young children.
- 1.56 You are responsible (under the Occupier's Liability Act 1984) for the safety of all guests and other visitors who attend the Property and protect them (especially children) from any hazards at the Property, for example but not limited to ponds, swimming pools, fences and electric gates.

2 Landlord's Obligations

We hereby agree with you as follows:

- 2.1 Allow you to quietly possess and enjoy the Property during the Tenancy without interruption from us (not withstanding Clause 1.46, 1.47 and 1.48 of this Agreement).
- 2.2 Pay all assessments and outgoings in respect of the Property which are our responsibility.
- 2.3 Ensure that any gas supply and appliances supplied by us comply with the Gas Safety (Installation and Use) Regulations 1998 (as amended).
- 2.4 Ensure that any furniture and equipment supplied by us comply with the Furniture and Furnishings (Fire) (Safety) Regulations 1988 (as amended).
- 2.5 Keep in repair the structure and exterior of the dwelling (including drains, gutters and external pipes) and keep in repair and proper working order the installations for the supply of any water, electricity, gas, sanitation and for space heating and water heating in accordance with Section 11 of the Landlord and Tenant Act 1985 (as amended).
- 2.6 Keep in repair all mechanical and electrical appliances which form part of the Contents (unless specifically excluded), unless the fault and or failure is due to your act or failure to act.
- 2.7 Pay the charges for Utilities and other relevant suppliers that we are responsible for as specified in this Agreement and or ground rent, if applicable.
- 2.8 Arrange for payment of premiums for any insurance of the Property and Contents belonging to us, such as those items included in the Inventory. We have no liability to insure any items belonging to you.

2.9 Arrange for the Property and Contents (but not your possessions) to be insured and use all reasonable effort to arrange for any damage caused by an insured risk to be remedied as soon as is reasonably practicable, and to refund to you any Rent paid for any period in which the Property is uninhabitable or inaccessible as a result of such damage, unless the insurers refuse to pay out the Policy monies because of anything you have done or failed to do in breach of this Agreement.

3 Rent Increases

3.1 We shall have the option on the anniversary of this agreement to increase the Rent by a reasonable percentage provided we have given you at least one month's notice of our intention to exercise this option.

4 Interest on Rent Arrears and Other Monies

4.1 You agree to pay interest at the rate of 3% above the Bank of England base rate upon any Rent or other monies due under this Agreement which is more than 14 days in arrears in respect of the date from when it became due to the date of payment.

4.2 21 days after the rent due date a County Court Judgment (CCJ) for the debt may be applied for (whether part of possession proceedings or not) and any associated costs incurred shall be debited to the Tenant(s) account.

5 Break Clause

5.1 In the event the term granted by this tenancy is for a fixed period of 12 months or more, either party may bring the tenancy to an end at any time after 6 months from the start of the tenancy by giving not less than two months written notice.

6 Termination

6.1 If we allow you to remain in the Property after the fixed term has expired then the Tenancy will continue as a contractual periodic tenancy in accordance with the Housing Act 1988 (as amended). To end the periodic tenancy you shall give us at least one month's notice in writing.

6.2 We have the right to recover possession of the Property by lawful means if:

6.2.1 the fixed term has come to an end;

6.2.2 we have given you at least two months' notice of our intention to recover possession of the Property; and

6.2.3 at least six months have passed since the commencement of the Term of the original agreement.

6.3 We reserve the right to re-enter the Property (subject always to any statutory restrictions on our power to do so) and immediately thereon the tenancy shall terminate without prejudice to our other rights and remedies if:

6.3.1 the Rent is unpaid 14 days after becoming payable whether it has been formally demanded or not;

6.3.2 you have breached this Agreement;

6.3.3 you become bankrupt;

6.3.4 an Interim Receiver of the Property is appointed;

6.3.5 you (without making prior arrangements in writing with us) leave the Property vacant or unoccupied for more than 28 days; or

6.3.6 any of the Grounds 2, 8, 10-15 and 17 set out in Schedule 2 of the Housing Act 1988 apply.

This clause does not affect your rights under the Protection from Eviction Act 1977.

6.4 We reserve the right to re-enter the Property by lawful means if you do not have the Right to Rent in the United Kingdom as determined by Section 22 of the Immigration Act 2014.

7 Effect of Termination

7.1 Termination of this Agreement ends the Tenancy but does not release you from any outstanding obligations.

7.2 At the end of the Tenancy you shall return the Property together with the Contents to us in the condition required by this Agreement.

8 Inventory

8.1 Upon taking the Tenancy you will be invited to attend a check-in process where you will be given access to the Property and an opportunity to take meter readings. You will be provided with the Inventory and Schedule of Condition relating to the Property on or shortly after the commencement of the Tenancy. The Inventory is an agreed record of the Contents and condition of the Property and Contents at commencement of the Tenancy and shall be used to assess any loss, damage or dilapidation as recorded at the end of the Tenancy.

8.2 You have a period of 7 days from the start of the Tenancy, or receipt of the Inventory and Schedule of Condition (whichever is later), to ensure that the Inventory and Schedule of Condition is correct and to tell us or our Agent of any discrepancies in writing, after which the Inventory and Schedule of Condition will be amended as appropriate. If you take no action and after the 7 day period has expired, you shall be deemed to be fully satisfied with the terms.

8.3 At the end of the Tenancy you will be invited to attend a check-out process which will be arranged by us. The check-out process will comprise a full inspection of the Property and its Contents and an opportunity to take

meter readings. Any items missing, damaged or otherwise in a different state to their condition at the check-in will be recorded. You are strongly encouraged to be present at this process as best practice. This will give you the opportunity to dispute or explain any deficiencies or defects discovered at the check-out or to take any immediate remedial action by negotiation with us or our Agent.

9 Deposit

- 9.1 You must pay a Deposit of *(repeat as per page 3)* £2500 to *(write 'us' or 'our Agent' as required)* Us to be protected as security towards the discharge or part discharge of any liability referred to in Clause 8.4 of this Agreement and subject to this on trust for you absolutely. The Deposit is held by *(write 'us' or 'our Agent as Stakeholder' as required)* Us who is a member of the government approved tenancy deposit scheme *(insert scheme name)*:
Mydeposits.co.uk
- 9.2 If the Deposit is held in a custodial-based government approved tenancy deposit scheme, any interest on the Deposit will be paid to you subject to the terms and conditions of the scheme. If the Deposit is held by us or our Agent you will not receive interest on the Deposit.
- 9.3 The Deposit shall be returned to you (less any deductions properly made) within 10 working days of the end of the Tenancy upon vacant possession of the Property and return of the keys if you have kept to all the obligations within this Agreement.
- 9.4 Monies shall be deducted from the Deposit in respect of all reasonable costs and expenses incurred by us (including but not limited to the costs and fees of our solicitors and other professional advisors) in respect of:
- 9.4.1 the recovery from you of any Rent or any other money which is in arrears;
 - 9.4.2 the enforcement of any of the provisions of this Agreement;
 - 9.4.3 compensation in respect of your use and occupation in the event that you fail to vacate the Property on the due date;
 - 9.4.4 the service of any notice relating to the breach by you of any of your obligations under this Agreement whether or not the same shall result in court proceedings;
 - 9.4.5 the cost of any bank or other charges incurred by us if any cheque written by you is dishonoured or if any standing order payment is withdrawn by your bankers;
 - 9.4.6 the cost of repairing, decorating or cleaning the Property or the Contents so they are to the same standard as at the commencement of the Tenancy (fair wear and tear excepted);
 - 9.4.7 the cost of replacing any items listed in the Inventory which are missing from the Property at the end of the Tenancy;
 - 9.4.8 the cost of removal, storage and disposal by us of any goods or personal effects belonging to you or members of your household which have been left at the Property after the expiry or termination of the Tenancy in accordance with Clause 1.53 of this Agreement;
 - 9.4.9 any other monies owed by you to us;
 - 9.4.10 our reasonable costs in reinstating the Property owing to your breach of any conditions of this Agreement; and
 - 9.4.11 the Policy excess of *(repeat as per page 5)* £ 500.00 incurred as a result of a claim on our insurance, attributable to your act or failure to act.
- 9.5 If the Deposit shall be insufficient you shall pay us such additional sums as shall be required to cover all costs, charges and expenses properly due.

10 Notices

- 10.1 We agree that any notices given under or in relation to this Agreement which are to be given in writing may be served on the Landlord either by being left at the address in Clause 9.2 of this Agreement or by being sent to that address by first class post. Notices left at the address are deemed received the next working day. Notices sent by first class post are deemed received on the second working day after posting.
- 10.2 The Landlord's address for service is *(insert Landlord address as per page 2)*: Full address:

5th Floor, 1 Valentine Place, London

Postcode: SE1 8QH

10.3 You agree that any notices given under or in relation to this Agreement which are to be given in writing may be served on you either by being left at the Property or by being sent to the Property by first class post. Notices left at the Property are deemed received the next working day. Notices sent by first class post are deemed received two working days after posting.

10.4 You agree that the service of notices, Rent Increase Notices, the How to Rent Guide, Gas Safety Record, Energy Performance Certificate and Prescribed Information in relation to the government approved tenancy deposit scheme may be served on you by email. Your email address for these purposes is *(insert name and email as per page 2)*:

Tenant 1: [REDACTED]

Email: [REDACTED]

Tenant 2: [REDACTED]

Email: [REDACTED]

Tenant 3: [REDACTED]

Email: [REDACTED]

Tenant 4: _____

Email: _____

Notices sent by email are deemed to be served the next working day after being sent.

11 Consents

11.1 We confirm that all necessary consents have been obtained to enable us to enter into this Agreement (whether from superior landlord, lenders, mortgagees, insurers, or others).

12 Data Protection

12.1 We require to process and retain certain personal information that you have provided to us. From time to time we may pass any or all of that personal information on to third parties who may carry out specific work on our behalf for processing. Full details of the personal information we hold, why we hold that information, how long it is held for and with whom that information is shared are set out in the Fair Processing Notice provided to you.

12.2 In the event that we require your consent to process and retain any of your personal information we shall seek your written permission to do so separately.

12.3 In terms of the EU General Data Protection Regulation 2016/6769 (hereinafter "GDPR") you are entitled to request and inspect personal information of yours that we hold. Should you wish to inspect any of your personal information that we hold, you have the right to request sight of this data, provided it is done in writing and detail the specific information that you are seeking. We will provide you with a copy of any personal information held (which constitutes "Personal Data" in terms of GDPR) within one month of receipt of your written request.

13 Special Letting Terms

13.1 Attached to and forming part of this Agreement are *(please state)*:



16.11.2021 | 9:41 AM GMT

Signed as an Agreement dated:

Between us, the Landlord:

(Repeat Landlord name as on the front page)

Space Investments Limited

DocuSigned by:
Signature: [Redacted]



And you, the Tenant:

(Repeat Tenant name as on the front page)

Tenant 1: [Redacted]

DocuSigned by:
Signature: [Redacted]



Tenant 2: [Redacted]

DocuSigned by:
Signature: [Redacted]



Tenant 3: [Redacted]

DocuSigned by:
Signature: [Redacted]



Tenant 4:

Signature:



This document is prepared in good faith by the National Landlords Association. No responsibility whatsoever is accepted by the National Landlords Association or the officers of said organisation for the accuracy or the legal effect of the document(s) nor shall the National Landlords Association or their officers be held responsible for the consequences of its use by a member of the National Landlords Association or by the general public.

Information for tenants

The National Landlords Association is the UK's leading association for private-residential landlords. We work with landlords with large property portfolios to those with just a single letting.

Tenants should contact their landlord or agent directly for any queries relating to this agreement.

The NLA online register of members will allow you to verify whether your landlord is a member of the National Landlords Association.

The online UKALA Agent Directory will allow you to verify whether your agent is a member of the UK Association of Letting Agents.

For more information please visit the National Landlords Association www.landlords.org.uk or the UK Association of Letting Agents www.ukala.org.uk



APPENDIX 4

Flat 5, 670 Old Kent Road, SE15 1JF

[REDACTED]
Tenancy: 27 Oct 2020 - 26 Oct 2022

Summary of Events

Space Investments Ltd have signed Assured Shorthold Tenancy Agreement with [REDACTED] for the term of 12 months. Please see copy of the lease enclosed for your review.

On 24th January 2022 and 26th January 2022 tenant [REDACTED] reported recently experienced threats from the manager of Wazobia Restaurant when they approached him on the noise levels. Restaurant Wazobia went as far as giving false information of the ownership to the flats and threatened to remove tenants from their flat. Aggressive behaviour of the manager at Restaurant Wazobia is described on tenant's email.

Tenants also express their concerns that the issue has been reported to council number of times but nothing has changed.

Further noise complains received on 17th August 2022, where tenants express their concerns that the issue has been reported to council number of times but nothing has changed. Tenants advise they are considering to move out as a result of ongoing noise nuisance.

Email correspondence enclosed for your records.

Alvyda Tumaite

From: [REDACTED]
Sent: 24 January 2022 14:43
To: [REDACTED]
Subject: Bullying

Follow Up Flag: Follow up
Flag Status: Completed

Dear [REDACTED]

Following to our phone call this morning , am writing you to let you know that yesterday we had a discussion with the restaurant wazobia , it's only because he was playing music very loud on Friday night and this ended 3.45 in the morning , we only asked him politely to play the music not too loud so that others tenants won't be disturbed , he started shouting at [REDACTED] and saying that he has Renting contract with him and he won't let us live at the property anymore .we are thinking why he said that or probably he is the landlord . He also said he is fully license and he can make noise at anytime . I would be really appreciate if someone from the agency can get in touch with him and solve the matter .

Thank you [REDACTED]

Sent from my iPhone

Alvyda Tumaite

From: [REDACTED]
Sent: 26 January 2022 21:50
To: [REDACTED]
Subject: Re: Bullying 670 Old Kent Road

Dear Alvyda,

Good evening thank you very much for your email , yes please pass me over the comments once the managing agent get back to you . Let see how it will be this Friday as they have DJ every Friday till Sunday . Well in my point of view he got nothing to get hyper with us as it was a polite request but the way he jumped in saying he got our contract in his hand we was a bit stressed but after speaking with you we are ease now. I will keep you update.

Thanks & regards [REDACTED]

Sent from my iPhone

On 25 Jan 2022, at 18:38, [REDACTED] wrote:

Sent from my iPhone

Begin forwarded message:

From: [REDACTED]
Date: 25 January 2022 at 14:35:36 GMT
To: [REDACTED]
Subject: RE: Bullying 670 Old Kent Road

Hi [REDACTED]

Thank you for the below and sorry to hear of your experience. I have forwarded comments to building managing agents and will let you know what they comment.

Please rest assured the restaurant owner downstairs has absolutely no power to remove any of the residents above. I am shocked to hear he made such claims.

Should you experience further disturbance, I would suggest notifying both the police and Southwark environmental control (<https://www.southwark.gov.uk/noise-and-antisocial-behaviour/how-to-report-a-noise-problem>) over the issue as they will have the rights to issue any sanctions on the owners below. I would also suggest to try and record the noise when in occurs, keep a diary of events to support your complain. We will happily support any claim you make, please do keep us informed.

The restaurant is not licensed for operation in such late hours and I am sure Council will support you as all tenants above and around it are entitled to quiet enjoyment of the premises, especially at night time.

Kind regards,

[REDACTED]
Passion Property Group

Alvyda Tumaite

From: [REDACTED]
Sent: 17 August 2022 13:17
To: Alvyda Tumaite
Cc: [REDACTED]
Subject: Re: Flat 5, 670 Old Kent Road

Follow Up Flag: Follow up
Flag Status: Completed

Dear [REDACTED]

Following to our phone conversation , am requesting if the final date to provide the reply could be extended as my husband is away and we need to Decide if we stay or move out , as for that price I don't think it's correct and with the noise from the restaurant we can't sleep I wonder if another tenant will pay for that money with the disturbance and bad behavior of the restaurant owner .on top of the council bills etc . Like I explained to you every time we need to report to the council and still no changes had been done . Well we will need more time to think and ofcourse to start checking for property if we are moving out , a quite location for that amount that we would be paying for . Please let me know the final date to give you an answer . Hope to hear from you soon

Thanks you [REDACTED]

[REDACTED]

Assured Shorthold Tenancy Agreement

within the meaning of the Housing Act 1988
as amended by the Housing Act 1996



This Agreement contains the terms and obligations of the Tenancy. It sets out the promises made between you (the Tenant) and us (the Landlord). These promises will be legally binding once this Agreement has been both signed and dated and initial funds as detailed within the body of this Agreement have been paid. 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 language, it inevitably contains some legal terms and references.

You understand that we will be entitled to recover possession when the Tenancy ends.

The Inventory and Schedule of Condition should be checked carefully and agreed with us or our Agent.

Please note that if the Inventory and Schedule of Condition is not agreed or challenged by you in writing within seven days of commencement of the Tenancy, or receipt of the Inventory and Schedule of Condition (whichever is later), we shall deem that you have accepted the Inventory and Schedule of Condition as fair and accurate and that we or our Agent may rely on them at the end of the Tenancy as being correct and accurate.

If you do not understand this Agreement, or anything in it, it is strongly suggested that you ask for an explanation before signing it. You might consider consulting a solicitor, Citizen's Advice Bureau or Housing Advice Centre.

This Agreement is between us, the Landlord:

(Full name including title and middle names or business name)

Space Investments Limited, 5th Floor, 1 Valentine Place, London, SE1 8QH

And you, the Tenant (individually and together):

(Full name including title and middle names)

Tenant 1: [Redacted]

Tenant 2: [Redacted]

Tenant 3: _____

Tenant 4: _____

And is made in relation to the Property at:

Full address: Flat 5, 670 Old Kent Road, London

Postcode: SE15 1JF



Our contact details

In accordance with Sections 47 and 48 of the Landlord and Tenant Act 1987 the Landlord's name and address in England and Wales at which notices (including Notices of Proceedings) may be served on the Landlord by you are (repeat Landlord name as on the front page):

Full address: 5th Floor, 1 Valentine Place, London

Postcode: SE1 8QH

Our property manager

Contact name (if different to that above) [Redacted]
Daytime telephonenumber: [Redacted]
Evening telephonenumber: [Redacted]
Email [Redacted]
Address (if different to that above): _____

Postcode: _____

Your contact details

(Repeat Tenant name as on the front page)

Tenant 1: [Redacted]
Email: [Redacted] Mobile [Redacted]
Tenant 2: [Redacted]
Email: [Redacted] Mobile [Redacted]
Tenant 3: _____
Email: _____ Mobile _____
Tenant 4: _____
Email: _____ Mobile _____

Number of Permitted Occupiers

The maximum number of people permitted to occupy the Property within the terms of the Agreement is:

n/a

Children

The maximum number of children (under 18 at the start of the Tenancy) permitted to occupy the Property is:

n/a



Term

A fixed term of 12 months and 0 days commencing on and including (start date) 27 Oct 2021

Rent

You agree to pay the total Rent of £ 295 per (week/month) week in advance in the following

instalments: The first payment of £ 7670 is to be paid in cleared funds on or before (date) 27 Oct 2021

Subsequent payments of £ 7670 are to be paid in cleared funds by the (day/number) 27th

of each (week/month) half yearly by (payment method and bank details if applicable)

standing order

Deposit

You agree (tick one box only as appropriate):

A Deposit of £ 1475 was paid on (date) 27 Oct 2020

by (payment method) bank transfer

A Deposit of £ _____ is to be paid in cleared funds on or before (date) _____

No Deposit has been paid

Utilities and other relevant suppliers

You and we agree (tick all the boxes that apply and write in 'You' or 'We' as appropriate):

Water charges: You are responsible for paying

Council Tax (or similar charge which replaces it): You are responsible for paying

Gas: n/a are responsible for paying

Electricity: You are responsible for paying

Television licence: You are responsible for paying

Telephone: You are responsible for paying

Broadband: You are responsible for paying

Other: _____ You are responsible for paying

The Property is let together with use of the:

Contents as specified in the Inventory and Schedule of Condition to be provided before (date): 27 Oct 2020

Shared Facilities: _____

Garden: n/a

Parking: n/a

The Property is let excluding use of the:



Definitions

“Agent” means the company or person who has been engaged by us to manage the Property on our behalf, or anyone who subsequently takes over the rights and obligations of our Agent.

“Contents” means anything provided by us as stated in the Inventory including but not limited to white goods, furniture, cutlery, utensils, implements, tools, equipment or the Fixtures and Fittings.

“Emergency” means where there is a risk to life or damage to the fabric of the Property or the Contents.

“Fixtures and Fittings” includes references to any fixtures, fittings, furnishings, effects, floor, ceiling or wall coverings.

“Head Lease” sets out the promises we have made to our superior landlord, if the Property is leasehold. You will also be bound by these promises if you have prior knowledge of them. The superior landlord is the person who owns the interest in the Property giving them the right to possession of the Property at the end of our lease.

“Inventory” is the document drawn up by us, our Agent, or an inventory clerk, which will be given to you on or shortly after the commencement of the Tenancy. It describes the Contents of the Property as provided by us. It may include a Schedule of Condition, written report, photos or videos to record the Contents and condition of the Property or Contents. It may include meter readings.

“Joint and Severally Liable” means where there are two or more Tenants, you will each be responsible for complying with the obligations in this Agreement both individually and together. We may seek to enforce these obligations or claim damages against any one or more of you. For example, if three Tenants are named on this Agreement and one Tenant does not pay their proportion of the Rent, we can recover the amount owed from any one of you or any group. If the Tenancy is periodic and one Tenant gives notice to quit, the notice will end the Tenancy for all of you.

“Landlord” includes anyone entitled to possession of the Property under this Agreement.

“Policy” means any insurance policy held by us for the Property or Contents.

“Property” includes any part or parts of the building boundaries, fences, garden and outbuildings belonging to us unless they have been specifically excluded from the Tenancy. Where the Property is part of a larger building, Property includes the common access ways and shared facilities.

“Rental Period” means the time between Rent due dates. For example if the Tenancy is weekly and Rent is due on a Wednesday, the Rental Period will be from Wednesday to Tuesday. If the Tenancy is monthly and Rent is due on the 10th of each month, the Rental Period will be from the 10th to the 9th of the following month.

“Schedule of Condition” is a summary of the condition of the Property or Contents and usually includes a description of any faults, damage or missing items.

“Tenancy” means the time between the commencement and the termination of this Agreement including any extensions that may have been granted to you by us.

“Us” “our” “we” means the Landlord.

“Utilities and other relevant suppliers” includes but is not limited to; water charges, Council Tax (or similar charge which replaces it), gas, electricity, television licence, telephone, broadband, cable television and satellite television.

“Working Day” does not include Saturdays, Sundays and Bank Holidays.

“You” “your” means the Tenant.

References to the singular include the plural and references to the plural include the singular.



Terms and Conditions

We let the Property together with the Contents to you for the Tenancy on the letting terms set out in this Agreement as supplemented by any special letting terms.

1 Tenant's Obligations

You hereby agree with us as follows:

- 1.1 Any obligation upon you under this Agreement to do or not to do anything shall also require you not to permit or allow your household or any visitor to do or not to do the same thing.
- 1.2 Where there is more than one Tenant you will all be Joint and Severally Liable for the obligations contained within this Agreement. In the event of non-payment of Rent and or other breaches of this Agreement any individual Tenant or group of Tenants may be held liable. This means that legal action may be brought against any one or any group of Tenants. If this Agreement has become periodic notice to leave by any individual Tenant will also end the Tenancy for all Tenants.

Rent and Charges

- 1.3 To pay the Rent to us at the times and in the manner specified in this Agreement whether or not it has been formally demanded.
- 1.4 Any payment for less than the Rental Period is to be apportioned on a daily basis and will include the last day of the Tenancy.
- 1.5 To pay the charges for Council Tax (or similar charge which replaces it) and Utilities and other relevant suppliers that you are responsible for as specified in this Agreement.
- 1.6 To pay all reasonable costs and expenses incurred by us:
 - 1.6.1 in the recovery from you of any Rent and any other money which is in arrears;
 - 1.6.2 in the enforcement of any of the provisions of this Agreement;
 - 1.6.3 in the service of any notice relating to the breach by you of any of your obligations under this Agreement whether or not the same shall result in court proceedings;
 - 1.6.4 the cost of any bank or other charges if any cheque written by you is dishonoured or if any standing order or any other payment method is withdrawn by your bankers;
 - 1.6.5 the cost of repairing, decorating or cleaning the Property or the Contents so they are to the same standard as at the commencement of the Tenancy (fair wear and tear excepted);
 - 1.6.6 any other monies owed by you to us; and
 - 1.6.7 the Policy excess of (*insert figure from insurance policy*) £ 500.00 incurred as a result of a claim on our insurance, attributable to your act or failure to act.
- 1.7 You must not exercise any right or claim to withhold Rent in respect of legal or equitable set-off.

Use of the Property

- 1.8 Occupy the Property as your only or principal home and behave in a tenant like manner.
- 1.9 Take reasonable care of the Property and common parts (if any).
- 1.10 Not assign, take a lodger, sublet or part with or give up to another person possession of the Property or any part of it without our written permission (which will not be unreasonably withheld).
- 1.11 Not carry on in the Property any trade, profession, business or receive paying guests or register any business at the Property or use the Property for any purpose other than your private residence without our written permission (which will not be unreasonably withheld).
- 1.12 Not use the Parking (if Parking is specified in this Agreement) for any purpose other than for the storage of a private motor car or motor bike without our written permission (which will not be unreasonably withheld).
- 1.13 Not exhibit any poster or notice board or notice so as to be visible from the exterior of the Property without our written permission (which will not be unreasonably withheld).
- 1.14 You, those living with you, and your visitors must not harass or act in an antisocial manner to, or pursue a course of antisocial conduct against any person in the neighbourhood. Such people include residents, visitors, us, our Agents and contractors.

"Antisocial" means behaving in a way which causes or likely to cause alarm, distress, nuisance or annoyance to any person or causing damage to anyone's property; or which amount to harassment of any person. Harassment of a person includes causing the person alarm or distress. Antisocial behaviour includes speech. In particular, you, those living with you, and your visitors must not:

 - 1.14.1 make excessive noise. This includes, but is not limited to, the use of televisions, CD players, digital media players, radios and musical instruments, DIY and power tools;
 - 1.14.2 fail to control pets properly or allow them to foul or cause damage to other people's property;
 - 1.14.3 allow visitors to the Property to be noisy or disruptive;

- 1.14.4 use the Property or allow it to be used, for illegal or immoral purposes;
- 1.14.5 vandalise or damage the Property or any part of the common parts (if any) or neighbourhood;
- 1.14.6 leave rubbish and recycling either in unauthorised places or at inappropriate times;
- 1.14.7 allow any other person (including children) to cause nuisance or annoyance to other people by failing to exercise reasonable control over them and take steps to prevent this;
- 1.14.8 harass, threaten or assault any other tenant, member of his/her household, visitors, neighbours, our family members or our employees or our Agent, or any other person or persons in the Property, or neighbourhood, for whatever reason. This includes behaviour due to that person's race colour or ethnic origin, nationality, gender, sexuality, disability, age, religion or other belief, or other status;
- 1.14.9 use or carry offensive weapons;
- 1.14.10 use, sell, cultivate or supply unlawful drugs or sell alcohol; and
- 1.14.11 store or bring onto the Property any type of firearm or firearm ammunition including any replica or decommissioned firearms.

The particular prohibitions on behaviour listed above do not in any way restrict your general responsibilities.

- 1.15 Not change the supplier of the Utilities and other relevant suppliers or install or cause or authorise installations relating to the supply of water, electricity, gas or other services to the Property without our written permission (which will not be unreasonably withheld).
- 1.16 Not bring into the Property any furniture or electrical equipment or other items which might be a hazard or cause damage or injury to the Property or to other occupants in the Property.
- 1.17 Not introduce into the Property any dangerous or flammable goods, materials, or substances, apart from those required for general household use. Not to store any heating fuel, paraffin or bottled gas or other gaseous fuel without our written permission (which will not be unreasonably withheld).
- 1.18 Not smoke or to permit a visitor to smoke tobacco or any other substance in the Property without our written permission (which will not be unreasonably withheld). If permission is given you may be asked to pay an additional amount towards the Deposit. For the avoidance of doubt nicotine staining is not considered to be fair wear and tear.
- 1.19 Not keep any animals, reptiles, insects, rodents or birds at the Property without our written permission (which will not be unreasonably withheld). For the avoidance of doubt, this clause does not apply in connection with registered guide and assistance dogs. This rule will be rigidly enforced and all costs associated with communicating with you, serving notice, seeking possession, cleaning the Property and any other action required will be charged to you. This could amount to several thousands of pounds. Any pet (where permitted) will be kept under supervision and control to ensure that it does not cause deterioration in the Property, deterioration in the condition of common areas or nuisance either to neighbours or persons in the locality of the Property. If you fail to exert reasonable supervision and control, we shall be entitled to withdraw our consent and require immediate removal of the pet. You will be liable for reasonable costs and expenses incurred by us in replacing and or reinstating the Property and its Contents owing to any damage or soiling to the Property and Contents caused by the pet including but not limited to de-infestation where required.
- 1.20 Take all reasonable steps not to block or cause a blockage to the drains and pipes, gutters and channels in or about the Property.
- 1.21 Take all reasonable precautions to prevent condensation and or mould growth by keeping the Property adequately ventilated and heated.
- 1.22 Take all reasonable precautions to prevent damage occurring to any pipes or other installations in the Property that may be caused by frost provided the pipes and other installations were adequately insulated at the start of the Tenancy.
- 1.23 Not put any damaging oil, grease or other harmful or corrosive substance into the washing or sanitary appliances or drains.
- 1.24 To arrange suitable contents insurance which you require for your own belongings. We will have no liability to insure any items belonging to you.
- 1.25 Not park in any space not designated to you.
- 1.26 Not interfere with the smoke detectors, carbon monoxide detectors, heat detectors or the fire alarm system except as provided in the Tenant's obligations in Clause 1.38.
- 1.27 In the case of a flatted property, or any other property having common parts, you agree, in conjunction with the other proprietors/occupiers, to sweep and clean the common stairway and to co-operate with the other proprietors/occupiers in keeping the garden, back green or other communal areas clean and tidy.
- 1.28 Not obstruct the fire escape or common parts (if any). Any obstructions may be removed by us or our Agent.
- 1.29 Not allow children to play in the fire escapes or common parts (if any).
- 1.30 Replace or repair or pay our reasonable costs of repairing or replacing or reinstating the Property or its Contents which are destroyed, damaged, soiled, removed, or lost during the Tenancy (fair wear and tear excepted).

Leaving the Property Empty

- 1.31 Advise us by giving reasonable written notice if you intend to be absent from the Property for more than 14 consecutive days and to provide the actual dates that the Property will be unoccupied.
- 1.32 Ensure at all times when the Property is unoccupied that all external doors/windows are properly locked or are otherwise properly secured and take appropriate action with regard to supplies of water, gas and electricity to prevent flooding, frost or fire.
- 1.33 Flush through any water systems following any period where the Property is left unoccupied by running all taps and showers to remove any stagnant water.

Condition of the Property

- 1.34 Keep the interior of the Property including the Fixtures and Fittings and the Contents in the same condition, cleanliness, repair and decoration as at the commencement of the Tenancy (fair wear and tear excepted) and to carry out those jobs that you would reasonably be expected to carry out including but not limited to the cleaning of any sanitary appliances, shower wastes and windows as often as necessary.
- 1.35 Not remove any of the Contents from the Property without our written permission (which will not be unreasonably withheld).
- 1.36 Not make any alteration or addition to the Property or the electric, gas or plumbing system or decorate or change the style or colour of the decoration whether it be internal or external, or to erect and or install any aerial, satellite dish or cable television without our written permission (which will not be unreasonably withheld). Any request for adaptations, auxiliary aids or services in terms of the Equality Act 2010 must be made in writing to us. Consent to such alterations requested under this legislation will not be unreasonably withheld.
- 1.37 Not damage the Property or the electric, gas, or plumbing system.
- 1.38 Regularly test any smoke, carbon monoxide or other alarms at the Property and to replace batteries where necessary and to report any fault to us immediately.
- 1.39 Notify us as soon as reasonably possible having regard to the urgency of the matter of any defect in the Property which comes to your attention.
- 1.40 Replace any light bulbs, fluorescent tubes, or batteries, promptly and when necessary.
- 1.41 Keep the exterior free from rubbish and recycling and place all rubbish and recycling receptacles in the allocated space for collection on the day for collection. Rubbish and recycling receptacles should be returned to their normal storage places as soon as possible after rubbish and recycling has been collected.
- 1.42 Take proper care of the shared facilities (if any) and clean as appropriate after use.
- 1.43 Keep the gardens, driveways, pathways, lawns, hedges, flower beds, shrubs, rockeries and ponds (if any) in good and safe condition and as neat, tidy free from rubbish and properly tended as they were at the start of the Tenancy subject to seasonal requirements. Not to alter the general layout of the garden or cut down, lop, remove or otherwise damage any trees, shrubs or plants (with the exception of normal pruning). To cut the grass as necessary and properly tend the lawns and any borders in order to keep the same in a neat and tidy condition, subject to seasonal conditions.

Letters and Notices

- 1.44 Forward any notice, order, proposal or legal proceedings affecting the Property or its boundaries to us promptly upon receipt of any notice, order, proposal or legal proceedings.
- 1.45 Forward all correspondence addressed to the Landlord at the Property to us within a reasonable time.

Access for Repairs, Inspections and Valuations

- 1.46 Permit us (and our Agent or our contractors) reasonable access to the Property for any authorised purpose where you have been given 24 hours' notice, or access is required urgently for the purpose of carrying out work on the Property or inspecting the Property in order to determine what work we are entitled or have an obligation to carry out. The following are authorised purposes: carrying out any work on the Property which we have an entitlement or obligation to carry out; inspecting the Property (i) in order to determine what work type to carry out (ii) in pursuance of any entitlement or obligation which we have to carry out; valuing the let Property (or any part of it); and viewing the Property with prospective occupiers or purchasers during the last 2 months of the Tenancy. Reference to us having an entitlement or obligation to do something are to us having an entitlement or obligation to do something by virtue of an enactment or the terms of any agreement between us and you.
- 1.47 Allow reasonable use of the facilities within the Property in connection with anything done or to be done under Clause 1.46 of this Agreement.
- 1.48 Permit us and our Agent immediate access to the Property in the event of an Emergency, including but not limited to an imminent risk to your health and safety or members of your household or other persons in the vicinity.

Notice to Repair

- 1.49 If we give you written notice to remedy a defect for which you are responsible you agree to carry out the repair within one month of the date of the given notice.



Key and Alarm Codes

- 1.50 Permit us and our Agent to hold a set of keys to the Property for the purpose of entering the Property in an Emergency.
- 1.51 Not change the alarms codes, door locks and or have any duplicate keys cut without our written permission (which will not be unreasonably withheld). Should you lose your keys you will be liable to meet our reasonable costs for replacement and or having new locks fitted and new keys cut.

At the End of the Tenancy

- 1.52 At the termination of the Tenancy you agree to:
 - 1.52.1 give up the Property with vacant possession;
 - 1.52.2 give up the Property and the Contents in the same state of cleanliness, condition and decoration as it was at the commencement of the Tenancy (fair wear and tear excepted) and pay for the reinstatement, repair or replacement of the Property and Contents damaged, soiled, stained, marked or lost during the Tenancy which were your responsibility in this Agreement;
 - 1.52.3 remove all rubbish and recycling from the Property and properly dispose of it in receptacles outside the Property provided by the local council for the purpose of waste collection, or arrange with the local council for a special collection to uplift excessive or heavy rubbish for disposal;
 - 1.52.4 allow us or our Agent to enter the Property with a surveyor for the purposes of carrying out an inspection;
 - 1.52.5 leave the Contents in the respective positions that they occupied at the commencement of the Tenancy;
 - 1.52.6 return all sets of keys to us and pay reasonable costs of having new locks fitted and new keys cut in the event that not all keys are returned to us;
 - 1.52.7 remove all personal belongings including food stuff; and
 - 1.52.8 provide us or our Agent with a forwarding address at the end of the Tenancy for ease of administration and communication between both parties including the ease of return of the Deposit.
- 1.53 Any goods or personal effects belonging to you or members of your household which have been left at the Property after the expiry or termination of the Tenancy shall be deemed to have been abandoned and will be removed or stored by us. We may dispose of such goods or personal effects as we think appropriate and you will be liable for the reasonable costs of removal, storage and disposal provided we or our Agent have given written notice to you, or where you cannot be found after reasonable steps have been taken to trace you, and at least 14 days have passed (except perishable or hazardous items which we may dispose of immediately). We may deduct the reasonable cost of removal, storage and disposal from your Deposit.
- 1.54 Allow us to erect a 'to let' or 'for sale' sign at the Property during the last two months of the Tenancy.

Occupier's Liability

- 1.55 You are responsible for verifying the suitability of the Property for you and members of your household including but not limited to any gardens, fences, ponds or outbuildings, especially in relation to the safety of pets and young children.
- 1.56 You are responsible (under the Occupier's Liability Act 1984) for the safety of all guests and other visitors who attend the Property and protect them (especially children) from any hazards at the Property, for example but not limited to ponds, swimming pools, fences and electric gates.

2 Landlord's Obligations

We hereby agree with you as follows:

- 2.1 Allow you to quietly possess and enjoy the Property during the Tenancy without interruption from us (not withstanding Clause 1.46, 1.47 and 1.48 of this Agreement).
- 2.2 Pay all assessments and outgoings in respect of the Property which are our responsibility.
- 2.3 Ensure that any gas supply and appliances supplied by us comply with the Gas Safety (Installation and Use) Regulations 1998 (as amended).
- 2.4 Ensure that any furniture and equipment supplied by us comply with the Furniture and Furnishings (Fire) (Safety) Regulations 1988 (as amended).
- 2.5 Keep in repair the structure and exterior of the dwelling (including drains, gutters and external pipes) and keep in repair and proper working order the installations for the supply of any water, electricity, gas, sanitation and for space heating and water heating in accordance with Section 11 of the Landlord and Tenant Act 1985 (as amended).
- 2.6 Keep in repair all mechanical and electrical appliances which form part of the Contents (unless specifically excluded), unless the fault and or failure is due to your act or failure to act.
- 2.7 Pay the charges for Utilities and other relevant suppliers that we are responsible for as specified in this Agreement and or ground rent, if applicable.
- 2.8 Arrange for payment of premiums for any insurance of the Property and Contents belonging to us, such as those items included in the Inventory. We have no liability to insure any items belonging to you.

- 2.9 Arrange for the Property and Contents (but not your possessions) to be insured and use all reasonable effort to arrange for any damage caused by an insured risk to be remedied as soon as is reasonably practicable, and to refund to you any Rent paid for any period in which the Property is uninhabitable or inaccessible as a result of such damage, unless the insurers refuse to pay out the Policy monies because of anything you have done or failed to do in breach of this Agreement.

3 Rent Increases

- 3.1 We shall have the option on the anniversary of this agreement to increase the Rent by a reasonable percentage provided we have given you at least one month's notice of our intention to exercise this option.

4 Interest on Rent Arrears and Other Monies

- 4.1 You agree to pay interest at the rate of 3% above the Bank of England base rate upon any Rent or other monies due under this Agreement which is more than 14 days in arrears in respect of the date from when it became due to the date of payment.
- 4.2 21 days after the rent due date a County Court Judgment (CCJ) for the debt may be applied for (whether part of possession proceedings or not) and any associated costs incurred shall be debited to the Tenant(s) account.

5 Break Clause

- 5.1 In the event the term granted by this tenancy is for a fixed period of 12 months or more, either party may bring the tenancy to an end at any time after 6 months from the start of the tenancy by giving not less than two months written notice.

6 Termination

- 6.1 If we allow you to remain in the Property after the fixed term has expired then the Tenancy will continue as a contractual periodic tenancy in accordance with the Housing Act 1988 (as amended). To end the periodic tenancy you shall give us at least one month's notice in writing.
- 6.2 We have the right to recover possession of the Property by lawful means if:
- 6.2.1 the fixed term has come to an end;
 - 6.2.2 we have given you at least two months' notice of our intention to recover possession of the Property; and
 - 6.2.3 at least six months have passed since the commencement of the Term of the original agreement.
- 6.3 We reserve the right to re-enter the Property (subject always to any statutory restrictions on our power to do so) and immediately thereon the tenancy shall terminate without prejudice to our other rights and remedies if:
- 6.3.1 the Rent is unpaid 14 days after becoming payable whether it has been formally demanded or not;
 - 6.3.2 you have breached this Agreement;
 - 6.3.3 you become bankrupt;
 - 6.3.4 an Interim Receiver of the Property is appointed;
 - 6.3.5 you (without making prior arrangements in writing with us) leave the Property vacant or unoccupied for more than 28 days; or
- 6.3.6 any of the Grounds 2, 8, 10-15 and 17 set out in Schedule 2 of the Housing Act 1988 apply.
- This clause does not affect your rights under the Protection from Eviction Act 1977.
- 6.4 We reserve the right to re-enter the Property by lawful means if you do not have the Right to Rent in the United Kingdom as determined by Section 22 of the Immigration Act 2014.

7 Effect of Termination

- 7.1 Termination of this Agreement ends the Tenancy but does not release you from any outstanding obligations.
- 7.2 At the end of the Tenancy you shall return the Property together with the Contents to us in the condition required by this Agreement.

8 Inventory

- 8.1 Upon taking the Tenancy you will be invited to attend a check-in process where you will be given access to the Property and an opportunity to take meter readings. You will be provided with the Inventory and Schedule of Condition relating to the Property on or shortly after the commencement of the Tenancy. The Inventory is an agreed record of the Contents and condition of the Property and Contents at commencement of the Tenancy and shall be used to assess any loss, damage or dilapidation as recorded at the end of the Tenancy.
- 8.2 You have a period of 7 days from the start of the Tenancy, or receipt of the Inventory and Schedule of Condition (whichever is later), to ensure that the Inventory and Schedule of Condition is correct and to tell us or our Agent of any discrepancies in writing, after which the Inventory and Schedule of Condition will be amended as appropriate. If you take no action and after the 7 day period has expired, you shall be deemed to be fully satisfied with the terms.
- 8.3 At the end of the Tenancy you will be invited to attend a check-out process which will be arranged by us. The check-out process will comprise a full inspection of the Property and its Contents and an opportunity to take

meter readings. Any items missing, damaged or otherwise in a different state to their condition at the check-in will be recorded. You are strongly encouraged to be present at this process as best practice. This will give you the opportunity to dispute or explain any deficiencies or defects discovered at the check-out or to take any immediate remedial action by negotiation with us or our Agent.

9 Deposit

9.1 You must pay a Deposit of (repeat as per page 3) £1475 - received _____ to (write 'us' or 'our Agent' as required)

Us _____ to be protected as security towards the discharge or part discharge of any liability referred to in Clause 8.4 of this Agreement and subject to this on trust for you absolutely. The Deposit is held by (write 'us' or 'our Agent as Stakeholder' as required) Us _____ who is a member of the government approved tenancy deposit scheme (insert scheme name):

Mydeposits.co.uk

9.2 If the Deposit is held in a custodial-based government approved tenancy deposit scheme, any interest on the Deposit will be paid to you subject to the terms and conditions of the scheme. If the Deposit is held by us or our Agent you will not receive interest on the Deposit.

9.3 The Deposit shall be returned to you (less any deductions properly made) within 10 working days of the end of the Tenancy upon vacant possession of the Property and return of the keys if you have kept to all the obligations within this Agreement.

9.4 Monies shall be deducted from the Deposit in respect of all reasonable costs and expenses incurred by us (including but not limited to the costs and fees of our solicitors and other professional advisors) in respect of:

- 9.4.1 the recovery from you of any Rent or any other money which is in arrears;
- 9.4.2 the enforcement of any of the provisions of this Agreement;
- 9.4.3 compensation in respect of your use and occupation in the event that you fail to vacate the Property on the due date;
- 9.4.4 the service of any notice relating to the breach by you of any of your obligations under this Agreement whether or not the same shall result in court proceedings;
- 9.4.5 the cost of any bank or other charges incurred by us if any cheque written by you is dishonoured or if any standing order payment is withdrawn by your bankers;
- 9.4.6 the cost of repairing, decorating or cleaning the Property or the Contents so they are to the same standard as at the commencement of the Tenancy (fair wear and tear excepted);
- 9.4.7 the cost of replacing any items listed in the Inventory which are missing from the Property at the end of the Tenancy;
- 9.4.8 the cost of removal, storage and disposal by us of any goods or personal effects belonging to you or members of your household which have been left at the Property after the expiry or termination of the Tenancy in accordance with Clause 1.53 of this Agreement;
- 9.4.9 any other monies owed by you to us;
- 9.4.10 our reasonable costs in reinstating the Property owing to your breach of any conditions of this Agreement; and
- 9.4.11 the Policy excess of (repeat as per page 5) £ 500.00 _____ incurred as a result of a claim on our insurance, attributable to your act or failure to act.

9.5 If the Deposit shall be insufficient you shall pay us such additional sums as shall be required to cover all costs, charges and expenses properly due.

10 Notices

10.1 We agree that any notices given under or in relation to this Agreement which are to be given in writing may be served on the Landlord either by being left at the address in Clause 9.2 of this Agreement or by being sent to that address by first class post. Notices left at the address are deemed received the next working day. Notices sent by first class post are deemed received on the second working day after posting.

10.2 The Landlord's address for service is (insert Landlord address as per page 2): Full address:

Postcode



- 10.3 You agree that any notices given under or in relation to this Agreement which are to be given in writing may be served on you either by being left at the Property or by being sent to the Property by first class post. Notices left at the Property are deemed received the next working day. Notices sent by first class post are deemed received two working days after posting.
- 10.4 You agree that the service of notices, Rent Increase Notices, the How to Rent Guide, Gas Safety Record, Energy Performance Certificate and Prescribed Information in relation to the government approved tenancy deposit scheme may be served on you by email. Your email address for these purposes is *(insert name and email as per page 2)*:

Tenant 1: [Redacted]

Email: [Redacted]

Tenant 2: [Redacted]

Email: [Redacted]

Tenant 3: _____

Email: _____

Tenant 4: _____

Email: _____

Notices sent by email are deemed to be served the next working day after being sent.

11 Consents

11.1 We confirm that all necessary consents have been obtained to enable us to enter into this Agreement (whether from superior landlord, lenders, mortgagees, insurers, or others).

12 Data Protection

12.1 We require to process and retain certain personal information that you have provided to us. From time to time we may pass any or all of that personal information on to third parties who may carry out specific work on our behalf for processing. Full details of the personal information we hold, why we hold that information, how long it is held for and with whom that information is shared are set out in the Fair Processing Notice provided to you.

12.2 In the event that we require your consent to process and retain any of your personal information we shall seek your written permission to do so separately.

12.3 In terms of the EU General Data Protection Regulation 2016/6769 (hereinafter "GDPR") you are entitled to request and inspect personal information of yours that we hold. Should you wish to inspect any of your personal information that we hold, you have the right to request sight of this data, provided it is done in writing and detail the specific information that you are seeking. We will provide you with a copy of any personal information held (which constitutes "Personal Data" in terms of GDPR) within one month of receipt of your written request.

13 Special Letting Terms

13.1 Attached to and forming part of this Agreement are *(please state)*:



06.09.2021 | 6:44 AM BST

Signed as an Agreement dated:

Between us, the Landlord:

(Repeat Landlord name as on the front page)

Space Investments Limited

Signature:

[Redacted Signature]



And you, the Tenant:

(Repeat Tenant name as on the front page)

Tenant 1:

[Redacted Name]

Signature:

DocuSigned by:
[Redacted Signature]



Tenant 2:

[Redacted Name]

Signature:

DocuSigned by:
[Redacted Signature]



Tenant 3:

Signature:



Tenant 4:

Signature:



This document is prepared in good faith by the National Landlords Association. No responsibility whatsoever is accepted by the National Landlords Association or the officers of said organisation for the accuracy or the legal effect of the document(s) nor shall the National Landlords Association or their officers be held responsible for the consequences of its use by a member of the National Landlords Association or by the general public.

Information for tenants

The National Landlords Association is the UK's leading association for private-residential landlords. We work with landlords with large property portfolios to those with just a single letting.

Tenants should contact their landlord or agent directly for any queries relating to this agreement.

The NLA online register of members will allow you to verify whether your landlord is a member of the National Landlords Association.

The online UKALA Agent Directory will allow you to verify whether your agent is a member of the UK Association of Letting Agents.

For more information please visit the National Landlords Association www.landlords.org.uk or the UK Association of Letting Agents www.ukala.org.uk

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APPENDIX 5

Flat 1, 670 Old Kent Road, SE15 1JF

[REDACTED]

Tenancy: 24 Apr 2021 - 30 Nov 2021

Summary of Events

Space Investments Ltd have signed Assured Shorthold Tenancy Agreement with [REDACTED] for the term of 12 months. Please see copy of the lease enclosed for your review.

First report of noise nuisance received on 29th May 2021, describing the extent of noise and vibrations and effect to their wellbeing. Tenants also advise on personal experience approaching management at Wazobbia restaurant who was described as disrespectful, threatening to remove them from the flat they are renting and insulting with personal and inappropriate details such as race.

Following complains and updates received:

16th June 2021 – tenants advise of their attempts to speak with Southwark Council on the matter and their failure to properly asses the issue. Please also note tenants highlighted their concerns of the Wazobia Restaurants performances during the Covid restrictions, confirming the attitude of the manager towards the neighbourhood and the law. Note reports been made to police and council continuously to no avail.

28th August 2021 – tenants advise the noise nuisance got even worse. Further concerns of no attention from police and council to the matter.

23rd September 2021 - notice to terminate the lease received, reason for termination – persistent noise nuisance.

Email correspondence enclosed for your records.

Alvyda Tumaite

From: [REDACTED]
Sent: 29 May 2021 08:26
To: [REDACTED] nfo
Subject: Re: Noise Nuisance

Hello,

I am emailing from Flat 1 670 old Kent road.

We live directly on top of the restaurant Wazobia. We were not made aware by you, or any other party until we got here that they would play ridiculously loud music via a DJ from 10:30pm-4am every Friday, Saturday and bank holiday. Of we had that information, as students we would've made a decision based on that. To our knowledge it was a typical restaurant, unaware it doubled as a club setting.

Our flat and appliances shake from the bass downstairs, we can hear word for word what the DJ shouts through the mic.

We have had several face-to-face conversations and text message disputes about the noise disruptions with the Manager of the restaurant...

However he is unprofessional and very disrespectful in the manner in which he speaks to us, when all we ask is that the music turned down (which it isn't). He assured us this would continue for the duration of our stay here, and threatened to have us kicked out for continuing to ask him to turn it down. He also used personal and inappropriate details to try and divert attention from the issue, such as race.

We would like to request to cancel or move our lease to another flat in this building, or otherwise, so we're not directly above the on going noise.

It is directly affecting the wellbeing and livelihoods of members of the flat. It's exam season at university and I work full time on little sleep due to the disturbance.

Please contact me ASAP about this issue. Alternatively I can come to the offices to talk about the problem face to face.

[REDACTED]

Alvyda Tumaite

From: [REDACTED]
Sent: 16 June 2021 08:46
To: [REDACTED]
Cc: [REDACTED]
Subject: Re: Noise Nuisance

Follow Up Flag: Follow up
Flag Status: Completed

Hello,

This is a follow up email regarding the progress of the noise from the DJ from the restaurant Wazobia directly downstairs. Unfortunately, it hasn't made any improvement. We have contacted the council, who have send their officers round but have told us they're unable to directly approach the owner, due to Covid regulations but they were able to send him a letter. We have tried to combat this via the council several times, with no luck.

At first it was just the TV which was at the highest volume and the bass disturbed sleep in our home. I had an issue with that one time in April. However that was a tiny taster of what it's like every Friday and Saturday evening with a DJ on a mic with a heavy based speaker up until 3am/4am. Which is the problem we have not.

Additionally, we contacted the police about the violation of Covid rules. I'm sure we were advised by someone ill informed as they assured us that the bar was well within their rights to have people up and dancing. They also put their shutters down during the duration of these parties which tells you all you need to know, as they open in day dining hours. As someone who works in hospitality I know that customers are required to remain seated during service in a restaurant until Boris advises us otherwise.

We are still going to be persistent with the council/police as this disturbance isn't minor.

Over the last view weeks we have had intense conversion with the owner who reminds us how long he's been there, and seems to think we have a personal issue with him. All we would like, kindly, is the music to be a reasonable level between 11pm -6am, due to studies and work. We did set a level with him, to tell the DJ to play the music at, however by 12am-4am this level is completely ignored.

Again we would like to request to cancel or move our lease to another flat in this building, or otherwise, so we're not directly above the on going noise.

It is effecting the well being of the three of us in the flat. We have a nightmare neighbour who we we were not informed ran a loud, bar setting establishment. We will be unable to live this way until April, as our landlord we need you to take action please.

[REDACTED]

Alvyda Tumaite

From: Luke Adams
Sent: 28 June 2021 14:23
To: [REDACTED]
Cc: [REDACTED]
Subject: RE: Noise Nuisance

Dear [REDACTED]

Hope that you are keeping well.

Has there been an improvement in matters there for you?

We have asked the managing agent for an update too.

Kind regards,

[REDACTED]



Submit your maintenance request

Report Now

From: [REDACTED]
Sent: 18 June 2021 14:14
To: [REDACTED]
Cc: [REDACTED]
Subject: RE: Noise Nuisance

Dear [REDACTED]

Further to the below, please see the attached from the Managing Agent to the Tenant on the Ground Floor.

As it stands we hope that this will have the desired effect, though appreciate that this will involved the test of time.

We wouldn't want to lose you as a Tenant of course, but understand your predicament.

All we could suggest now, is to try and re-let the property where we could agree to terminate your lease, subject to a new and suitable Tenant being found.

Alternatively, you could find someone yourself for us to reference and come to a similar agreement.

Please have a think through and let us know your thoughts.

Kind regards,

[REDACTED]



From: [REDACTED]
Sent: 16 June 2021 11:43
To: [REDACTED]
Subject: Re: Noise Nuisance

Dear [REDACTED]

Thanks for getting back to me.

I have made a call to the council more than one time, however on the second occasion I was referred to what sounded like a neighbourhood watch team, or something of that nature. To speak to them instead as it didn't help the last time I rang the councils rapid response team.

Can we address what we can do in terms of moving flats? We're very unhappy with the noise and we're not getting anywhere with solving this issue. As our landlord what can be done for us from your side?

Attached you will find videos of the noise at early hours of the morning. The man at the council did not get back to me with this result, and also advised me that he couldn't enter the property. And also couldn't enter mine to assess the disturbance so the viewing was not accurate.

Thanks for helping. Hope to hear from you soon.

[REDACTED]

From: [REDACTED]

Sent: 28 June 2021 14:56

To: [REDACTED]

Subject: Re: Noise Nuisance

Hello,

Thank you for contacting me. Unfortunately it has actually gotten worse. Attached you will find a recording from Saturday night at 3am. Have you heard anything from the owner and manager Manuel as he is still hosting these parties, and disturbing our home.

We haven't heard anything from the council/police even though they're breaching Covid rules.

Thank you.

[REDACTED]

[Redacted]

From: [Redacted]
Sent: 23 September 2021 11:38
To: [Redacted]
Cc: [Redacted]
Subject: [Redacted]

Follow Up Flag: Follow up
Flag Status: Completed

[Redacted]

We would like to apply to leave the tenancy agreement early. Since shortly after we moved in and lockdown started to be eased we have had noise problems with the restaurant below. They play very loud music until the early hours of the morning and we have tried to tolerate this; but now that our university term has restarted and this has continued we have found it unbearable. It is having a significant effect on our mental health and as a result we would like to give you 2 months notice please. We are happy to discuss this with you and agree a contract end date.

Thanks
[Redacted]

Assured Shorthold Tenancy Agreement

within the meaning of the Housing Act 1988
as amended by the Housing Act 1996



This Agreement contains the terms and obligations of the Tenancy. It sets out the promises made between you (the Tenant) and us (the Landlord). These promises will be legally binding once this Agreement has been both signed and dated and initial funds as detailed within the body of this Agreement have been paid. 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 language, it inevitably contains some legal terms and references.

You understand that we will be entitled to recover possession when the Tenancy ends.

The Inventory and Schedule of Condition should be checked carefully and agreed with us or our Agent.

Please note that if the Inventory and Schedule of Condition is not agreed or challenged by you in writing within seven days of commencement of the Tenancy, or receipt of the Inventory and Schedule of Condition (whichever is later), we shall deem that you have accepted the Inventory and Schedule of Condition as fair and accurate and that we or our Agent may rely on them at the end of the Tenancy as being correct and accurate.

If you do not understand this Agreement, or anything in it, it is strongly suggested that you ask for an explanation before signing it. You might consider consulting a solicitor, Citizen's Advice Bureau or Housing Advice Centre.

This Agreement is between us, the Landlord:

(Full name including title and middle names or business name)

Space Investments Limited, 5th Floor, 1 Valentine Place, London, SE1 8QH

And you, the Tenant (individually and together):

(Full name including title and middle names)

Tenant 1: [Redacted]

Tenant 2: [Redacted]

Tenant 3:

Tenant 4:

And is made in relation to the Property at:

Full address: [Redacted]

Postcode: [Redacted]



Our contact details

In accordance with Sections 47 and 48 of the Landlord and Tenant Act 1987 the Landlord's name and address in England and Wales at which notices (including Notices of Proceedings) may be served on the Landlord by you are (repeat Landlord name as on the front page):

Full address: [Redacted]
Postcode: [Redacted]

Our property manager

Contact name (if different to that above): [Redacted]
Daytime telephonenumber: [Redacted]
Evening telephonenumber: [Redacted]
Email: [Redacted]
Address (if different to that above):
Postcode:

Your contact details

(Repeat Tenant name as on the front page)

Tenant 1: [Redacted]
Email: [Redacted] Mobile: [Redacted]
Tenant 2: [Redacted]
Email: [Redacted] Mobile: [Redacted]
Tenant 3:
Email: Mobile
Tenant 4:
Email: Mobile

Number of Permitted Occupiers

The maximum number of people permitted to occupy the Property within the terms of the Agreement is:

1 - [Redacted]

Children

The maximum number of children (under 18 at the start of the Tenancy) permitted to occupy the Property is:

n/a



Term

A fixed term of 12 months and 0 days commencing on and including (start date) 24 Apr 2021

Rent

You agree to pay the total Rent of £ 2075 per (week/month) month in advance in the following

instalments: The first payment of £ 2559.17 is to be paid in cleared funds on or before (date) 24 Apr 2021

Subsequent payments of £ 2075 are to be paid in cleared funds by the (day/number) 1st

of each (week/month) month by (payment method and bank details if applicable) _____

standing order

Deposit

You agree (tick one box only as appropriate):

A Deposit of £ _____ was paid on (date) _____

by (payment method) bank transfer

A Deposit of £ 2394.23 is to be paid in cleared funds on or before (date) 24 Apr 2021

No Deposit has been paid

Utilities and other relevant suppliers

You and we agree (tick all the boxes that apply and write in 'You' or 'We' as appropriate):

Water charges: You are responsible for paying

Council Tax (or similar charge which replaces it): You are responsible for paying

Gas: n/a are responsible for paying

Electricity: You are responsible for paying

Television licence: You are responsible for paying

Telephone: You are responsible for paying

Broadband: You are responsible for paying

Other: _____ You are responsible for paying

The Property is let together with use of the:

Contents as specified in the Inventory and Schedule of Condition to be provided before (date): 24 Apr 2021

Shared Facilities: _____

Garden: n/a

Parking: n/a

The Property is let excluding use of the:



Definitions

“Agent” means the company or person who has been engaged by us to manage the Property on our behalf, or anyone who subsequently takes over the rights and obligations of our Agent.

“Contents” means anything provided by us as stated in the Inventory including but not limited to white goods, furniture, cutlery, utensils, implements, tools, equipment or the Fixtures and Fittings.

“Emergency” means where there is a risk to life or damage to the fabric of the Property or the Contents.

“Fixtures and Fittings” includes references to any fixtures, fittings, furnishings, effects, floor, ceiling or wall coverings.

“Head Lease” sets out the promises we have made to our superior landlord, if the Property is leasehold. You will also be bound by these promises if you have prior knowledge of them. The superior landlord is the person who owns the interest in the Property giving them the right to possession of the Property at the end of our lease.

“Inventory” is the document drawn up by us, our Agent, or an inventory clerk, which will be given to you on or shortly after the commencement of the Tenancy. It describes the Contents of the Property as provided by us. It may include a Schedule of Condition, written report, photos or videos to record the Contents and condition of the Property or Contents. It may include meter readings.

“Joint and Severally Liable” means where there are two or more Tenants, you will each be responsible for complying with the obligations in this Agreement both individually and together. We may seek to enforce these obligations or claim damages against any one or more of you. For example, if three Tenants are named on this Agreement and one Tenant does not pay their proportion of the Rent, we can recover the amount owed from any one of you or any group. If the Tenancy is periodic and one Tenant gives notice to quit, the notice will end the Tenancy for all of you.

“Landlord” includes anyone entitled to possession of the Property under this Agreement.

“Policy” means any insurance policy held by us for the Property or Contents.

“Property” includes any part or parts of the building boundaries, fences, garden and outbuildings belonging to us unless they have been specifically excluded from the Tenancy. Where the Property is part of a larger building, Property includes the common access ways and shared facilities.

“Rental Period” means the time between Rent due dates. For example if the Tenancy is weekly and Rent is due on a Wednesday, the Rental Period will be from Wednesday to Tuesday. If the Tenancy is monthly and Rent is due on the 10th of each month, the Rental Period will be from the 10th to the 9th of the following month.

“Schedule of Condition” is a summary of the condition of the Property or Contents and usually includes a description of any faults, damage or missing items.

“Tenancy” means the time between the commencement and the termination of this Agreement including any extensions that may have been granted to you by us.

“Us” “our” “we” means the Landlord.

“Utilities and other relevant suppliers” includes but is not limited to; water charges, Council Tax (or similar charge which replaces it), gas, electricity, television licence, telephone, broadband, cable television and satellite television.

“Working Day” does not include Saturdays, Sundays and Bank Holidays.

“You” “your” means the Tenant.

References to the singular include the plural and references to the plural include the singular.



Terms and Conditions

We let the Property together with the Contents to you for the Tenancy on the letting terms set out in this Agreement as supplemented by any special letting terms.

1 Tenant's Obligations

You hereby agree with us as follows:

- 1.1 Any obligation upon you under this Agreement to do or not to do anything shall also require you not to permit or allow your household or any visitor to do or not to do the same thing.
- 1.2 Where there is more than one Tenant you will all be Joint and Severally Liable for the obligations contained within this Agreement. In the event of non-payment of Rent and or other breaches of this Agreement any individual Tenant or group of Tenants may be held liable. This means that legal action may be brought against any one or any group of Tenants. If this Agreement has become periodic notice to leave by any individual Tenant will also end the Tenancy for all Tenants.

Rent and Charges

- 1.3 To pay the Rent to us at the times and in the manner specified in this Agreement whether or not it has been formally demanded.
- 1.4 Any payment for less than the Rental Period is to be apportioned on a daily basis and will include the last day of the Tenancy.
- 1.5 To pay the charges for Council Tax (or similar charge which replaces it) and Utilities and other relevant suppliers that you are responsible for as specified in this Agreement.
- 1.6 To pay all reasonable costs and expenses incurred by us:
 - 1.6.1 in the recovery from you of any Rent and any other money which is in arrears;
 - 1.6.2 in the enforcement of any of the provisions of this Agreement;
 - 1.6.3 in the service of any notice relating to the breach by you of any of your obligations under this Agreement whether or not the same shall result in court proceedings;
 - 1.6.4 the cost of any bank or other charges if any cheque written by you is dishonoured or if any standing order or any other payment method is withdrawn by your bankers;
 - 1.6.5 the cost of repairing, decorating or cleaning the Property or the Contents so they are to the same standard as at the commencement of the Tenancy (fair wear and tear excepted);
 - 1.6.6 any other monies owed by you to us; and
 - 1.6.7 the Policy excess of (*insert figure from insurance policy*) £ 500.00 incurred as a result of a claim on our insurance, attributable to your act or failure to act.
- 1.7 You must not exercise any right or claim to withhold Rent in respect of legal or equitable set-off.

Use of the Property

- 1.8 Occupy the Property as your only or principal home and behave in a tenant like manner.
- 1.9 Take reasonable care of the Property and common parts (if any).
- 1.10 Not assign, take a lodger, sublet or part with or give up to another person possession of the Property or any part of it without our written permission (which will not be unreasonably withheld).
- 1.11 Not carry on in the Property any trade, profession, business or receive paying guests or register any business at the Property or use the Property for any purpose other than your private residence without our written permission (which will not be unreasonably withheld).
- 1.12 Not use the Parking (if Parking is specified in this Agreement) for any purpose other than for the storage of a private motor car or motor bike without our written permission (which will not be unreasonably withheld).
- 1.13 Not exhibit any poster or notice board or notice so as to be visible from the exterior of the Property without our written permission (which will not be unreasonably withheld).
- 1.14 You, those living with you, and your visitors must not harass or act in an antisocial manner to, or pursue a course of antisocial conduct against any person in the neighbourhood. Such people include residents, visitors, us, our Agents and contractors.

"Antisocial" means behaving in a way which causes or likely to cause alarm, distress, nuisance or annoyance to any person or causing damage to anyone's property; or which amount to harassment of any person. Harassment of a person includes causing the person alarm or distress. Antisocial behaviour includes speech. In particular, you, those living with you, and your visitors must not:

 - 1.14.1 make excessive noise. This includes, but is not limited to, the use of televisions, CD players, digital media players, radios and musical instruments, DIY and power tools;
 - 1.14.2 fail to control pets properly or allow them to foul or cause damage to other people's property;
 - 1.14.3 allow visitors to the Property to be noisy or disruptive;

- 1.14.4 use the Property or allow it to be used, for illegal or immoral purposes;
- 1.14.5 vandalise or damage the Property or any part of the common parts (if any) or neighbourhood;
- 1.14.6 leave rubbish and recycling either in unauthorised places or at inappropriate times;
- 1.14.7 allow any other person (including children) to cause nuisance or annoyance to other people by failing to exercise reasonable control over them and take steps to prevent this;
- 1.14.8 harass, threaten or assault any other tenant, member of his/her household, visitors, neighbours, our family members or our employees or our Agent, or any other person or persons in the Property, or neighbourhood, for whatever reason. This includes behaviour due to that person's race colour or ethnic origin, nationality, gender, sexuality, disability, age, religion or other belief, or other status;
- 1.14.9 use or carry offensive weapons;
- 1.14.10 use, sell, cultivate or supply unlawful drugs or sell alcohol; and
- 1.14.11 store or bring onto the Property any type of firearm or firearm ammunition including any replica or decommissioned firearms.

The particular prohibitions on behaviour listed above do not in any way restrict your general responsibilities.

- 1.15 Not change the supplier of the Utilities and other relevant suppliers or install or cause or authorise installations relating to the supply of water, electricity, gas or other services to the Property without our written permission (which will not be unreasonably withheld).
- 1.16 Not bring into the Property any furniture or electrical equipment or other items which might be a hazard or cause damage or injury to the Property or to other occupants in the Property.
- 1.17 Not introduce into the Property any dangerous or flammable goods, materials, or substances, apart from those required for general household use. Not to store any heating fuel, paraffin or bottled gas or other gaseous fuel without our written permission (which will not be unreasonably withheld).
- 1.18 Not smoke or to permit a visitor to smoke tobacco or any other substance in the Property without our written permission (which will not be unreasonably withheld). If permission is given you may be asked to pay an additional amount towards the Deposit. For the avoidance of doubt nicotine staining is not considered to be fair wear and tear.
- 1.19 Not keep any animals, reptiles, insects, rodents or birds at the Property without our written permission (which will not be unreasonably withheld). For the avoidance of doubt, this clause does not apply in connection with registered guide and assistance dogs. This rule will be rigidly enforced and all costs associated with communicating with you, serving notice, seeking possession, cleaning the Property and any other action required will be charged to you. This could amount to several thousands of pounds. Any pet (where permitted) will be kept under supervision and control to ensure that it does not cause deterioration in the Property, deterioration in the condition of common areas or nuisance either to neighbours or persons in the locality of the Property. If you fail to exert reasonable supervision and control, we shall be entitled to withdraw our consent and require immediate removal of the pet. You will be liable for reasonable costs and expenses incurred by us in replacing and or reinstating the Property and its Contents owing to any damage or soiling to the Property and Contents caused by the pet including but not limited to de-infestation where required.
- 1.20 Take all reasonable steps not to block or cause a blockage to the drains and pipes, gutters and channels in or about the Property.
- 1.21 Take all reasonable precautions to prevent condensation and or mould growth by keeping the Property adequately ventilated and heated.
- 1.22 Take all reasonable precautions to prevent damage occurring to any pipes or other installations in the Property that may be caused by frost provided the pipes and other installations were adequately insulated at the start of the Tenancy.
- 1.23 Not put any damaging oil, grease or other harmful or corrosive substance into the washing or sanitary appliances or drains.
- 1.24 To arrange suitable contents insurance which you require for your own belongings. We will have no liability to insure any items belonging to you.
- 1.25 Not park in any space not designated to you.
- 1.26 Not interfere with the smoke detectors, carbon monoxide detectors, heat detectors or the fire alarm system except as provided in the Tenant's obligations in Clause 1.38.
- 1.27 In the case of a flatted property, or any other property having common parts, you agree, in conjunction with the other proprietors/occupiers, to sweep and clean the common stairway and to co-operate with the other proprietors/occupiers in keeping the garden, back green or other communal areas clean and tidy.
- 1.28 Not obstruct the fire escape or common parts (if any). Any obstructions may be removed by us or our Agent.
- 1.29 Not allow children to play in the fire escapes or common parts (if any).
- 1.30 Replace or repair or pay our reasonable costs of repairing or replacing or reinstating the Property or its Contents which are destroyed, damaged, soiled, removed, or lost during the Tenancy (fair wear and tear excepted).

Leaving the Property Empty

- 1.31 Advise us by giving reasonable written notice if you intend to be absent from the Property for more than 14 consecutive days and to provide the actual dates that the Property will be unoccupied.
- 1.32 Ensure at all times when the Property is unoccupied that all external doors/windows are properly locked or are otherwise properly secured and take appropriate action with regard to supplies of water, gas and electricity to prevent flooding, frost or fire.
- 1.33 Flush through any water systems following any period where the Property is left unoccupied by running all taps and showers to remove any stagnant water.

Condition of the Property

- 1.34 Keep the interior of the Property including the Fixtures and Fittings and the Contents in the same condition, cleanliness, repair and decoration as at the commencement of the Tenancy (fair wear and tear excepted) and to carry out those jobs that you would reasonably be expected to carry out including but not limited to the cleaning of any sanitary appliances, shower wastes and windows as often as necessary.
- 1.35 Not remove any of the Contents from the Property without our written permission (which will not be unreasonably withheld).
- 1.36 Not make any alteration or addition to the Property or the electric, gas or plumbing system or decorate or change the style or colour of the decoration whether it be internal or external, or to erect and or install any aerial, satellite dish or cable television without our written permission (which will not be unreasonably withheld). Any request for adaptations, auxiliary aids or services in terms of the Equality Act 2010 must be made in writing to us. Consent to such alterations requested under this legislation will not be unreasonably withheld.
- 1.37 Not damage the Property or the electric, gas, or plumbing system.
- 1.38 Regularly test any smoke, carbon monoxide or other alarms at the Property and to replace batteries where necessary and to report any fault to us immediately.
- 1.39 Notify us as soon as reasonably possible having regard to the urgency of the matter of any defect in the Property which comes to your attention.
- 1.40 Replace any light bulbs, fluorescent tubes, or batteries, promptly and when necessary.
- 1.41 Keep the exterior free from rubbish and recycling and place all rubbish and recycling receptacles in the allocated space for collection on the day for collection. Rubbish and recycling receptacles should be returned to their normal storage places as soon as possible after rubbish and recycling has been collected.
- 1.42 Take proper care of the shared facilities (if any) and clean as appropriate after use.
- 1.43 Keep the gardens, driveways, pathways, lawns, hedges, flower beds, shrubs, rockeries and ponds (if any) in good and safe condition and as neat, tidy free from rubbish and properly tended as they were at the start of the Tenancy subject to seasonal requirements. Not to alter the general layout of the garden or cut down, lop, remove or otherwise damage any trees, shrubs or plants (with the exception of normal pruning). To cut the grass as necessary and properly tend the lawns and any borders in order to keep the same in a neat and tidy condition, subject to seasonal conditions.

Letters and Notices

- 1.44 Forward any notice, order, proposal or legal proceedings affecting the Property or its boundaries to us promptly upon receipt of any notice, order, proposal or legal proceedings.
- 1.45 Forward all correspondence addressed to the Landlord at the Property to us within a reasonable time.

Access for Repairs, Inspections and Valuations

- 1.46 Permit us (and our Agent or our contractors) reasonable access to the Property for any authorised purpose where you have been given 24 hours' notice, or access is required urgently for the purpose of carrying out work on the Property or inspecting the Property in order to determine what work we are entitled or have an obligation to carry out. The following are authorised purposes: carrying out any work on the Property which we have an entitlement or obligation to carry out; inspecting the Property (i) in order to determine what work type to carry out (ii) in pursuance of any entitlement or obligation which we have to carry out; valuing the let Property (or any part of it); and viewing the Property with prospective occupiers or purchasers during the last 2 months of the Tenancy. Reference to us having an entitlement or obligation to do something are to us having an entitlement or obligation to do something by virtue of an enactment or the terms of any agreement between us and you.
- 1.47 Allow reasonable use of the facilities within the Property in connection with anything done or to be done under Clause 1.46 of this Agreement.
- 1.48 Permit us and our Agent immediate access to the Property in the event of an Emergency, including but not limited to an imminent risk to your health and safety or members of your household or other persons in the vicinity.

Notice to Repair

- 1.49 If we give you written notice to remedy a defect for which you are responsible you agree to carry out the repair within one month of the date of the given notice.



Key and Alarm Codes

- 1.50 Permit us and our Agent to hold a set of keys to the Property for the purpose of entering the Property in an Emergency.
- 1.51 Not change the alarms codes, door locks and or have any duplicate keys cut without our written permission (which will not be unreasonably withheld). Should you lose your keys you will be liable to meet our reasonable costs for replacement and or having new locks fitted and new keys cut.

At the End of the Tenancy

- 1.52 At the termination of the Tenancy you agree to:
- 1.52.1 give up the Property with vacant possession;
 - 1.52.2 give up the Property and the Contents in the same state of cleanliness, condition and decoration as it was at the commencement of the Tenancy (fair wear and tear excepted) and pay for the reinstatement, repair or replacement of the Property and Contents damaged, soiled, stained, marked or lost during the Tenancy which were your responsibility in this Agreement;
 - 1.52.3 remove all rubbish and recycling from the Property and properly dispose of it in receptacles outside the Property provided by the local council for the purpose of waste collection, or arrange with the local council for a special collection to uplift excessive or heavy rubbish for disposal;
 - 1.52.4 allow us or our Agent to enter the Property with a surveyor for the purposes of carrying out an inspection;
 - 1.52.5 leave the Contents in the respective positions that they occupied at the commencement of the Tenancy;
 - 1.52.6 return all sets of keys to us and pay reasonable costs of having new locks fitted and new keys cut in the event that not all keys are returned to us;
 - 1.52.7 remove all personal belongings including food stuff; and
 - 1.52.8 provide us or our Agent with a forwarding address at the end of the Tenancy for ease of administration and communication between both parties including the ease of return of the Deposit.
- 1.53 Any goods or personal effects belonging to you or members of your household which have been left at the Property after the expiry or termination of the Tenancy shall be deemed to have been abandoned and will be removed or stored by us. We may dispose of such goods or personal effects as we think appropriate and you will be liable for the reasonable costs of removal, storage and disposal provided we or our Agent have given written notice to you, or where you cannot be found after reasonable steps have been taken to trace you, and at least 14 days have passed (except perishable or hazardous items which we may dispose of immediately). We may deduct the reasonable cost of removal, storage and disposal from your Deposit.
- 1.54 Allow us to erect a 'to let' or 'for sale' sign at the Property during the last two months of the Tenancy.

Occupier's Liability

- 1.55 You are responsible for verifying the suitability of the Property for you and members of your household including but not limited to any gardens, fences, ponds or outbuildings, especially in relation to the safety of pets and young children.
- 1.56 You are responsible (under the Occupier's Liability Act 1984) for the safety of all guests and other visitors who attend the Property and protect them (especially children) from any hazards at the Property, for example but not limited to ponds, swimming pools, fences and electric gates.

2 Landlord's Obligations

We hereby agree with you as follows:

- 2.1 Allow you to quietly possess and enjoy the Property during the Tenancy without interruption from us (not withstanding Clause 1.46, 1.47 and 1.48 of this Agreement).
- 2.2 Pay all assessments and outgoings in respect of the Property which are our responsibility.
- 2.3 Ensure that any gas supply and appliances supplied by us comply with the Gas Safety (Installation and Use) Regulations 1998 (as amended).
- 2.4 Ensure that any furniture and equipment supplied by us comply with the Furniture and Furnishings (Fire) (Safety) Regulations 1988 (as amended).
- 2.5 Keep in repair the structure and exterior of the dwelling (including drains, gutters and external pipes) and keep in repair and proper working order the installations for the supply of any water, electricity, gas, sanitation and for space heating and water heating in accordance with Section 11 of the Landlord and Tenant Act 1985 (as amended).
- 2.6 Keep in repair all mechanical and electrical appliances which form part of the Contents (unless specifically excluded), unless the fault and or failure is due to your act or failure to act.
- 2.7 Pay the charges for Utilities and other relevant suppliers that we are responsible for as specified in this Agreement and or ground rent, if applicable.
- 2.8 Arrange for payment of premiums for any insurance of the Property and Contents belonging to us, such as those items included in the Inventory. We have no liability to insure any items belonging to you.

- 2.9 Arrange for the Property and Contents (but not your possessions) to be insured and use all reasonable effort to arrange for any damage caused by an insured risk to be remedied as soon as is reasonably practicable, and to refund to you any Rent paid for any period in which the Property is uninhabitable or inaccessible as a result of such damage, unless the insurers refuse to pay out the Policy monies because of anything you have done or failed to do in breach of this Agreement.

3 Rent Increases

- 3.1 We shall have the option on the anniversary of this agreement to increase the Rent by a reasonable percentage provided we have given you at least one month's notice of our intention to exercise this option.

4 Interest on Rent Arrears and Other Monies

- 4.1 You agree to pay interest at the rate of 3% above the Bank of England base rate upon any Rent or other monies due under this Agreement which is more than 14 days in arrears in respect of the date from when it became due to the date of payment.
- 4.2 21 days after the rent due date a County Court Judgment (CCJ) for the debt may be applied for (whether part of possession proceedings or not) and any associated costs incurred shall be debited to the Tenant(s) account.

5 Break Clause

- 5.1 In the event the term granted by this tenancy is for a fixed period of 12 months or more, either party may bring the tenancy to an end at any time after 6 months from the start of the tenancy by giving not less than two months written notice.

6 Termination

- 6.1 If we allow you to remain in the Property after the fixed term has expired then the Tenancy will continue as a contractual periodic tenancy in accordance with the Housing Act 1988 (as amended). To end the periodic tenancy you shall give us at least one month's notice in writing.
- 6.2 We have the right to recover possession of the Property by lawful means if:
- 6.2.1 the fixed term has come to an end;
 - 6.2.2 we have given you at least two months' notice of our intention to recover possession of the Property; and
 - 6.2.3 at least six months have passed since the commencement of the Term of the original agreement.
- 6.3 We reserve the right to re-enter the Property (subject always to any statutory restrictions on our power to do so) and immediately thereon the tenancy shall terminate without prejudice to our other rights and remedies if:
- 6.3.1 the Rent is unpaid 14 days after becoming payable whether it has been formally demanded or not;
 - 6.3.2 you have breached this Agreement;
 - 6.3.3 you become bankrupt;
 - 6.3.4 an Interim Receiver of the Property is appointed;
 - 6.3.5 you (without making prior arrangements in writing with us) leave the Property vacant or unoccupied for more than 28 days; or
- 6.3.6 any of the Grounds 2, 8, 10-15 and 17 set out in Schedule 2 of the Housing Act 1988 apply.
- This clause does not affect your rights under the Protection from Eviction Act 1977.
- 6.4 We reserve the right to re-enter the Property by lawful means if you do not have the Right to Rent in the United Kingdom as determined by Section 22 of the Immigration Act 2014.

7 Effect of Termination

- 7.1 Termination of this Agreement ends the Tenancy but does not release you from any outstanding obligations.
- 7.2 At the end of the Tenancy you shall return the Property together with the Contents to us in the condition required by this Agreement.

8 Inventory

- 8.1 Upon taking the Tenancy you will be invited to attend a check-in process where you will be given access to the Property and an opportunity to take meter readings. You will be provided with the Inventory and Schedule of Condition relating to the Property on or shortly after the commencement of the Tenancy. The Inventory is an agreed record of the Contents and condition of the Property and Contents at commencement of the Tenancy and shall be used to assess any loss, damage or dilapidation as recorded at the end of the Tenancy.
- 8.2 You have a period of 7 days from the start of the Tenancy, or receipt of the Inventory and Schedule of Condition (whichever is later), to ensure that the Inventory and Schedule of Condition is correct and to tell us or our Agent of any discrepancies in writing, after which the Inventory and Schedule of Condition will be amended as appropriate. If you take no action and after the 7 day period has expired, you shall be deemed to be fully satisfied with the terms.
- 8.3 At the end of the Tenancy you will be invited to attend a check-out process which will be arranged by us. The check-out process will comprise a full inspection of the Property and its Contents and an opportunity to take

meter readings. Any items missing, damaged or otherwise in a different state to their condition at the check-in will be recorded. You are strongly encouraged to be present at this process as best practice. This will give you the opportunity to dispute or explain any deficiencies or defects discovered at the check-out or to take any immediate remedial action by negotiation with us or our Agent.

9 Deposit

9.1 You must pay a Deposit of (repeat as per page 3) £2394.23 to (write 'us' or 'our Agent' as required)

Us _____ to be protected as security towards the discharge or part discharge of any liability referred to in Clause 8.4 of this Agreement and subject to this on trust for you absolutely. The Deposit is held by (write 'us' or 'our Agent as Stakeholder' as required) Us _____ who is a member of the government approved tenancy deposit scheme (insert scheme name):

Mydeposits.co.uk

9.2 If the Deposit is held in a custodial-based government approved tenancy deposit scheme, any interest on the Deposit will be paid to you subject to the terms and conditions of the scheme. If the Deposit is held by us or our Agent you will not receive interest on the Deposit.

9.3 The Deposit shall be returned to you (less any deductions properly made) within 10 working days of the end of the Tenancy upon vacant possession of the Property and return of the keys if you have kept to all the obligations within this Agreement.

9.4 Monies shall be deducted from the Deposit in respect of all reasonable costs and expenses incurred by us (including but not limited to the costs and fees of our solicitors and other professional advisors) in respect of:

- 9.4.1 the recovery from you of any Rent or any other money which is in arrears;
- 9.4.2 the enforcement of any of the provisions of this Agreement;
- 9.4.3 compensation in respect of your use and occupation in the event that you fail to vacate the Property on the due date;
- 9.4.4 the service of any notice relating to the breach by you of any of your obligations under this Agreement whether or not the same shall result in court proceedings;
- 9.4.5 the cost of any bank or other charges incurred by us if any cheque written by you is dishonoured or if any standing order payment is withdrawn by your bankers;
- 9.4.6 the cost of repairing, decorating or cleaning the Property or the Contents so they are to the same standard as at the commencement of the Tenancy (fair wear and tear excepted);
- 9.4.7 the cost of replacing any items listed in the Inventory which are missing from the Property at the end of the Tenancy;
- 9.4.8 the cost of removal, storage and disposal by us of any goods or personal effects belonging to you or members of your household which have been left at the Property after the expiry or termination of the Tenancy in accordance with Clause 1.53 of this Agreement;
- 9.4.9 any other monies owed by you to us;
- 9.4.10 our reasonable costs in reinstating the Property owing to your breach of any conditions of this Agreement; and
- 9.4.11 the Policy excess of (repeat as per page 5) £ 500.00 incurred as a result of a claim on our insurance, attributable to your act or failure to act.

9.5 If the Deposit shall be insufficient you shall pay us such additional sums as shall be required to cover all costs, charges and expenses properly due.

10 Notices

10.1 We agree that any notices given under or in relation to this Agreement which are to be given in writing may be served on the Landlord either by being left at the address in Clause 9.2 of this Agreement or by being sent to that address by first class post. Notices left at the address are deemed received the next working day. Notices sent by first class post are deemed received on the second working day after posting.

10.2 The Landlord's address for service is (insert Landlord address as per page 2): Full address:

Postcode _____

- 10.3 You agree that any notices given under or in relation to this Agreement which are to be given in writing may be served on you either by being left at the Property or by being sent to the Property by first class post. Notices left at the Property are deemed received the next working day. Notices sent by first class post are deemed received two working days after posting.
- 10.4 You agree that the service of notices, Rent Increase Notices, the How to Rent Guide, Gas Safety Record, Energy Performance Certificate and Prescribed Information in relation to the government approved tenancy deposit scheme may be served on you by email. Your email address for these purposes is *(insert name and email as per page 2)*:

Tenant 1: [Redacted] _____

Email: [Redacted] _____

Tenant 2: [Redacted] _____

Email: [Redacted] _____

Tenant 3: _____

Email: _____

Tenant 4: _____

Email: _____

Notices sent by email are deemed to be served the next working day after being sent.

11 Consents

11.1 We confirm that all necessary consents have been obtained to enable us to enter into this Agreement (whether from superior landlord, lenders, mortgagees, insurers, or others).

12 Data Protection

12.1 We require to process and retain certain personal information that you have provided to us. From time to time we may pass any or all of that personal information on to third parties who may carry out specific work on our behalf for processing. Full details of the personal information we hold, why we hold that information, how long it is held for and with whom that information is shared are set out in the Fair Processing Notice provided to you.

12.2 In the event that we require your consent to process and retain any of your personal information we shall seek your written permission to do so separately.

12.3 In terms of the EU General Data Protection Regulation 2016/6769 (hereinafter "GDPR") you are entitled to request and inspect personal information of yours that we hold. Should you wish to inspect any of your personal information that we hold, you have the right to request sight of this data, provided it is done in writing and detail the specific information that you are seeking. We will provide you with a copy of any personal information held (which constitutes "Personal Data" in terms of GDPR) within one month of receipt of your written request.

13 Special Letting Terms

13.1 Attached to and forming part of this Agreement are *(please state)*:



23.04.2021 | 1:40 PM BST

Signed as an Agreement dated:

Between us, the Landlord:

(Repeat Landlord name as on the front page)

Space Investments Limited

Signature:

[Redacted Signature]



And you, the Tenant:

(Repeat Tenant name as on the front page)

Tenant 1:

[Redacted Tenant 1 Name]

Signature:

DocuSigned by:
[Redacted Signature]



Tenant 2:

[Redacted Tenant 2 Name]

Signature:

DocuSigned by:
[Redacted Signature]



Tenant 3:

Signature:



Tenant 4:

Signature:



This document is prepared in good faith by the National Landlords Association. No responsibility whatsoever is accepted by the National Landlords Association or the officers of said organisation for the accuracy or the legal effect of the document(s) nor shall the National Landlords Association or their officers be held responsible for the consequences of its use by a member of the National Landlords Association or by the general public.

Information for tenants

The National Landlords Association is the UK's leading association for private-residential landlords. We work with landlords with large property portfolios to those with just a single letting.

Tenants should contact their landlord or agent directly for any queries relating to this agreement.

The NLA online register of members will allow you to verify whether your landlord is a member of the National Landlords Association.

The online UKALA Agent Directory will allow you to verify whether your agent is a member of the UK Association of Letting Agents.

For more information please visit the National Landlords Association www.landlords.org.uk or the UK Association of Letting Agents www.ukala.org.uk

AST_ENG_WLS_AG_PDF_V4 01_04_18_NO_MORT



APPENDIX 6

The continuous noise disturbances emanating from Wazobia Restaurant have caused unexpected and severe financial burdens for Space Investments Ltd. We wish to emphasize the extent of these losses, as they have directly resulted from the persistent noise nuisance that we have brought to Councils attention on numerous occasions.

The lack of cooperation from both Wazobia Restaurant Management and the local council's nuisance team has left us with no recourse but to engage solicitors to address this matter legally. The costs associated with building and pursuing a legal case against the restaurant are considerable, further adding to the financial strain we are currently experiencing.

Please find below summary of unexpected costs suffered by Space Investments Ltd as direct result of noise nuisance from Wazobia restaurant. Supporting invoices enclosed for your perusal.

Professional Legal Fees up to 15/08/2023

<u>Date</u>	<u>Amount (£)</u>
05/06/2023	5,890.80
31/07/2023	1,944.00

Reletting Flat 4, 670 Old Kent Road, SE15 1JF - 29/07/2023

<u>Description</u>	<u>Amount (£)</u>
End of Tenancy Clean	393.00
Check out	132.00
Check In	126.00
Letting Fee	3,168.00

Reletting Flat 1, 670 Old Kent Road, SE15 1JF - 13/12/2022

<u>Description</u>	<u>Amount (£)</u>
End of Tenancy Clean	336.00
Check out	174.00
Check In	150.00
Letting Fee	3,744.00

Reletting Flat 1, 670 Old Kent Road, SE15 1JF - 31/07/2022

<u>Description</u>	<u>Amount (£)</u>
End of Tenancy Clean	504.00
Check out	174.00
Check In	150.00
Letting Fee	3,432.00

Reletting Flat 5, 670 Old Kent Road, SE15 1JF -
26/10/2022

<u>Description</u>	<u>Amount (£)</u>
End of Tenancy Clean	216.00
Check out	174.00
Check In	126.00
Letting Fee	2,592.00

Reletting Flat 1, 670 Old Kent Road, SE15 1JF -
30/11/2021

<u>Description</u>	<u>Amount (£)</u>
End of Tenancy Clean	492.00
Check out	168.00
Check In	144.00
Letting Fee	3,120.00

TOTAL UNEXPECTED COSTS: 27,349.80

DAC BEACHCROFT

Space Investments Limited
15 Theed Street
London
SE1 8ST

Telephone: 0117 918 2000
VAT No: GB 108 2465 29

Noise nuisance - 670 Old Kent Road London

INTERIM ACCOUNT

Period: ~~21 November 2022~~ to 25 January 2023

To our professional fees in connection with • Reviewing and collating documents from the client and land registry; • Liaising with the licencing authority to confirm validity of Wazobia licence; • Case Law research; • Regular reporting to the client as to the progress of the matter; • Identifying a suitable barrister (Counsel) and agreeing their brief fee for advice in relation nuisance issues; • Preparing a brief to Counsel; and • Reviewing Counsels advice and summarising for the client

Disbursements

Land Registry Searches

Counsel: Mr Adrian Carr (Unpaid)

10-63987

	Amount	VAT Rate	VAT
	2,900.00	20.0%	580.00
	9.00	20.0%	1.80
	2,000.00	20.0%	400.00
Totals (GBP)	4,909.00		981.80

TOTAL DUE (GBP)

5,890.80

PLEASE ARRANGE PAYMENT WITHIN OUR AGREED TERMS

Remittance Information

Electronic Payment

Bank
Name of Account
Account Number
Sort Code
SWIFT Code
IBAN No

Cheque Payment

Please make cheques payable to DAC Beachcroft LLP and send to:
Administration Centre, Portwall Place, Portwall Lane, BRISTOL BS1 9HS

Please quote the invoice number 01-10176775 when making payment. Remittance advices should be emailed to accounts@dacbeachcroft.com
Failure to quote our invoice number will result in delays in allocation of your payment leaving this invoice outstanding.

If you consider that our charges are higher than they ought to be, please contact your relationship partner. If that does not resolve matters, you may use our Complaints Procedure, or apply for assessment by the court under Part III of the Solicitors Act 1974.

DAC BEACHCROFT

INVOICE NUMBER: 01-10189991

Space Investments Limited
15 Theed Street
London
SE1 8ST

Date & Tax Point: 31 July 2023
Our Ref: PAS515-2125882
Your Ref: Alvyda Tumaite
Your Contact: Alvyda Tumaite

Telephone: 0117 918 2000
VAT No: GB 108 2465 29

Noise nuisance - 670 Old Kent Road London

INTERIM ACCOUNT

Period: 26 January 2023 to 31 July 2023

To our professional fees in connection with -

- Identifying 3 suitable experts and reviewing CVs
- Procuring 3 quotations
- Procuring revised quotations based on a reduced scope of work
- Negotiation of fee quotation with Airo.

	Amount	VAT Rate	VAT
	1,620.00	20.0%	324.00
Totals (GBP)	1,620.00		324.00

TOTAL DUE (GBP)

1,944.00

10-64094

PLEASE ARRANGE PAYMENT WITHIN OUR AGREED TERMS

Remittance Information

Electronic Payment

Bank
Name of Account
Account Number
Sort Code
SWIFT Code
IBAN No

Cheque Payment

Please make cheques payable to DAC Beachcroft LLP
and send to:
Administration Centre, Portwall Place, Portwall Lane, BRISTOL
BS1 9HS

Please quote the invoice number 01-10189991 when making payment. Remittance advices should be emailed to accounts@dacbeachcroft.com
Failure to quote our invoice number will result in delays in allocation of your payment leaving this invoice outstanding.

If you consider that our charges are higher than they ought to be, please contact your relationship partner. If that does not resolve matters, you may use our Complaints Procedure, or apply for assessment by the court under Part III of the Solicitors Act 1974.

Sales Invoice

THE PASSION PROPERTY GROUP
15 Theed Street
London
SE1 8ST

Invoice Date
3 Aug 2023

Invoice Number
62245

VAT Number
GB821179638

Anyclean Premium Ltd
124 City Road
London
EC1V 2NX
020 7099 6964
<https://www.anyclean.co.uk>

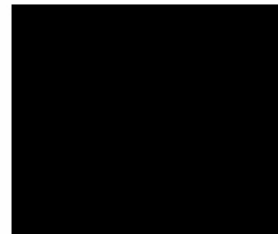
Description	Quantity	Unit Price	VAT	Amount GBP
End of Tenancy and Carpet clean on 31/07/2023 @ Flat 4 670 Old Kent Road LONDON SE15 1JF	1.00	315.00	20%	315.00
Congestion charge	1.00	15.00	No VAT	15.00
			Subtotal	330.00
			TOTAL NO VAT	0.00
			TOTAL VAT 20%	63.00
			TOTAL GBP	393.00

10-64115

Due Date: 2 Sep 2023

Bank payment details:

Anyclean Premium Ltd



INVOICE



Treadwell House | Treadwell Road | Epsom | Surrey | KT18 5JR

08450 341 130

mail@homeinventories.co.uk

homeinventories.co.uk

Invoice Date 29/07/2023

Invoice Number 3594528

VAT Number 906 9449 92

Passion Property
Passion Property London
1 Valentine Place
South Bank
London
SE1 8QH
United Kingdom

10-64103

DESCRIPTION	QTY	Unit Price	Net	VAT Rate	VAT	Amount
Check Out for Flat 4, 670 Old Kent Road, London, SE15 1JF (2 Bed Part Furnished Flat - Purpose build)	1	£110.00	£110.00	20%	£22.00	£132.00

NET £110.00

VAT (20%) £22.00

TOTAL £132.00

Additional Comments

Payment due within 30 days of invoice

INVOICE



Treadwell House | Treadwell Road | Epsom | Surrey | KT18 5JR

08450 341 130

mail@homeinventories.co.uk

homeinventories.co.uk

Invoice Date	01/08/2023
Invoice Number	3594554
VAT Number	906 9449 92

Passion Property
Passion Property London
1 Valentine Place
South Bank
London
SE1 8QH
United Kingdom

10-64124

DESCRIPTION	QTY	Unit Price	Net	VAT Rate	VAT	Amount
Check In for Flat 4, 670 Old Kent Road, London, SE15 1JF (2 Bed Part Furnished Flat - Purpose build)	1	£105.00	£105.00	20%	£21.00	£126.00

NET £105.00

VAT (20%) £21.00

TOTAL £126.00

Additional Comments

Payment due within 30 days of invoice

Passion Property Group
15, Theed Street
London
SE1 8ST

4th August 2023
Statement No : 1

Statement

Expenditure
4, 670, Old Kent Road
04/08/2023 Letting Fee

Amount	VAT	Gross
£2640.00	£528.00	£3168.00
£2640.00	£528.00	£3168.00

Summary

Balance from previous statement New	£0.00
Balance	£-3168.00
Balance Carried forward PAYMENT	£-3168.00
AMOUNT	£0.00

The amount shown will be transferred to your designated bank account as agreed.

Our Invoice

Date	Invoice No.	VAT Reg	Fees	VAT @ 20.00%	Total
04/08/2023	INV1056	GB303878201	£2640	£528.00	£3168.00

10-63137

S P SERVICES LONDON LTD

INVOICE NUMBER: 255
 ACCOUNT REF: PG1
 DATE: 19/12/2022

INVOICE TO:
 PASSION PROPERTY GROUP
 15 THEED STREET
 LONDON
 SE1 8 ST

FOR SERVICES AT:
 FLAT 1, 670 OLD KENT RD
 |

DESCRIPTION	TOTAL
FLAT 1, 670 OLD KENT RD	
FULL PROFESSIONAL CLEAN SERVICE-PROPERTY VERY SOILED	£240.00
OVEN, HOB, EXTRACTOR CLEAN	£40.00
<p>METRO BANK SORT CODE - 23 05 80 ACCOUNT NO. 45345181</p>	

1 GARFORD ST
 LONDON, E14 8 JG
 TELEPHONE 07572124182
 VAT NO 427 9709 57

SUBTOTAL	£280.00
VAT	£56.00
TOTAL	£336.00

10-60903

INVOICE

Invoice Reference	86277
Invoice Date	26/10/2022
Invoice Number	2894758
VAT Number	906 9449 92

Passion Property
Passion Property London
1 Valentine Place
South Bank
London
SE1 8QH
United Kingdom

DESCRIPTION	QTY	Unit Price	Net	VAT Rate	VAT	Amount
Check Out for Flat 5, 670 Old Kent Road, London, SE15 1JF, United Kingdom (2 Bed Furnished Apartment)	1	£145.00	£145.00	20%	£29.00	£174.00

NET £145.00

VAT (20%) £29.00

TOTAL £174.00

Additional Comments

Payment due within 30 days of invoice

AT-2/11/22

10-38891

INVOICE

Invoice Date	15/12/2022
Invoice Number	3051136
VAT Number	906 9449 92

Passion Property
Passion Property London
1 Valentine Place
South Bank
London
SE1 8QH
United Kingdom

DESCRIPTION	QTY	Unit Price	Net	VAT Rate	VAT	Amount
Check In for Flat 1, 670 Old Kent Road, London, SE15 1JF, United Kingdom (3 Bed Furnished Apartment)	1	£125.00	£125.00	20%	£25.00	£150.00

NET £125.00

VAT (20%) £25.00

TOTAL £150.00

Additional Comments

Payment due within 30 days of invoice

10-63906

Hemmingfords

34 Upper Street
N1 0PN
Tel: 02038907470 Fax:
Email: info@hemmingfords.co.uk

Passion Property Group
15 Theed Street
London
SE1 8ST

Property Reference: 12148
Invoice Date: Invoice 19/12/2022
Number: 1436

Invoice

Re: 1, 670 Old Kent Road, London, SE15 1JF

Items	Net £	VAT £	VAT %	Gross £
Letting Fee 10% Term- 12 Tenancy start- 15th December Rent- £600p/w	3120.00	624.00	20	3744.00

10- 38763

VAT Summary

VAT Rate %	Net £	VAT £	Gross £
20	3120.00	624.00	3744.00

Subtotal	£3120.00
VAT	£624.00
Invoice Total	£3744.00

VAT Registration No.: GB303878201



Company Registration No.: 11323965

S P SERVICES LONDON LTD

INVOICE NUMBER: 4
 ACCOUNT REF: PG1
 DATE: 15/08/2022

INVOICE TO:
 PASSION PROPERTY GROUP
 FIFTH FLOOR
 ONE VALENTINE PLACE, LONDON
 SE1 8QH

FOR SERVICES AT:
 FLAT 1, 670 OLD KENT RD

DESCRIPTION	TOTAL
FULL CLEAN SERVICE	£220.00
WINDOW CLEAN	£40.00
OVEN, HOB, EXTRACTOR CLEAN	£40.00
CARPET CLEAN SERVICE X 3	£120.00
	
	
SUBTOTAL	£420.00
vat	£84.00
TOTAL	£504.00

AWAITING VAT NO.

10-37983

INVOICE

Passion Property Group
5th Floor
London SE1 8QH

Date	01 August 2022
Invoice Ref	84515
Branch	London
Order Ref	

ADDRESS

Flat 1 670 Old Kent Road
London
SE15 1JF

DETAILED ITEMISATION

Check Out - 3 Bedroom Fully Furnished Flat

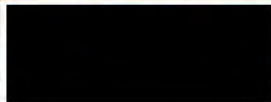
Additional Rooms

Total Excluding VAT	£145.00
VAT @ 20%	£ 29.00
Total Due	£174.00

PAYMENT DUE IMMEDIATELY

Any invoices past 28 days may be subject to a £20 + VAT admin charge

Bank Details



Card Payments

Please contact our office to make payment by card



10-37953

INVOICE

Passion Property Group
5th Floor
London SE1 8QH

Date	08 August 2022
Invoice Ref	84728
Branch	London
Order Ref	

ADDRESS

Flat 1
670 Old Kent Road
London
SE15 1JF

DETAILED ITEMISATION

Check In - 3 Bedroom Fully Furnished Apartment

Additional Rooms

Total Excluding VAT	£125.00
VAT @ 20%	£ 25.00
Total Due	£150.00

PAYMENT DUE IMMEDIATELY

Any invoices past 28 days may be subject to a £20 + VAT admin charge

Bank Details



Card Payments

Please contact our office to make payment by card

10-37979

Hemmingfords

Passion Property Group
15 Theed Street
London
SE1 8ST

Property Reference: 12148
Invoice Date: 10/08/2022
Invoice Number: 1374

Invoice

Re: 1, 670 Old Kent Road, London, SE15 1JF

Items	Net £	VAT £	VAT %	Gross £
Letting Fee 10% Term- 12 Tenancy start- 8th August Rent- £550p/w	2860.00	572.00	20	3432.00

10 -> 37981

VAT Summary

VAT Rate %	Net £	VAT £	Gross £
20	2860.00	572.00	3432.00


Subtotal	£2860.00
VAT	£572.00
Invoice Total	£3432.00


S P SERVICES LONDON LTD

INVOICE NUMBER: 156
ACCOUNT REF: PG1
DATE: 31/10/2022

INVOICE TO:
PASSION PROPERTY GROUP
FIFTH FLOOR
ONE VALENTINE PLACE
LONDON
SE1 8QH

FOR SERVICES AT:
FLAT 5, 670 OLD KENT RD

DESCRIPTION	TOTAL
PROFESSIONAL CLEAN SERVICE 27/10	£180.00
	

1 GARFORD ST
LONDON, E14 8 JG
TELEPHONE 

AWAITING VAT NO.

SUBTOTAL	£180.00
vat	£36.00
TOTAL	£216.00

10-38673

INVOICE

Invoice Date	28/10/2022
Invoice Number	2894773
VAT Number	906 9449 92

Passion Property
Passion Property London
1 Valentine Place
South Bank
London
SE1 8QH
United Kingdom

DESCRIPTION	QTY	Unit Price	Net	VAT Rate	VAT	Amount
Check In for Flat 5, 670 Old Kent Road, London, SE15 1JF, United Kingdom (2 Bed Furnished Apartment)	1	£105.00	£105.00	20%	£21.00	£126.00

NET £105.00

VAT (20%) £21.00

TOTAL £126.00

Additional Comments

Payment due within 30 days of invoice

AT- 2/11/22

rio-38692

INVOICE



Treadwell House | Treadwell Road | Epsom | Surrey | KT18 5JR

08450 341 130

mail@homeinventories.co.uk

homeinventories.co.uk

Invoice Date 13/12/2022
Invoice Number 3051060
VAT Number 906 9449 92

Passion Property
Passion Property London
1 Valentine Place
South Bank
London
SE1 8QH
United Kingdom

DESCRIPTION	QTY	Unit Price	Net	VAT Rate	VAT	Amount
Check Out for Flat 1, 670 Old Kent Road, London, SE15 1JF, United Kingdom (3 Bed Furnished Apartment)	1	£145.00	£145.00	20%	£29.00	£174.00

NET £145.00

VAT (20%) £29.00

TOTAL £174.00

Additional Comments

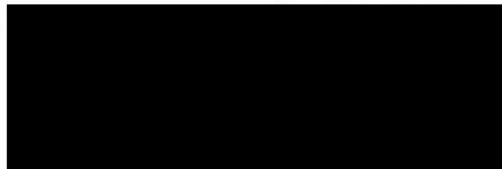
AT-15/12/22

Payment due within 30 days of invoice



10-60866

Hemmingfords



Passion Property Group
15 Theed Street
London
SE1 8ST

Property Reference: 12153
Invoice Date: Invoice 28/10/2022
Number: 1401

Invoice

Re: 5, 670 Old Kent Road, London, SE15 1JF

Items	Net £	VAT £	VAT %	Gross £
Letting Fee 10% Term- 12 Tenancy start- 28th October Rent- £1800 pcm	2160.00	432.00	20	2592.00

10 - 39002

VAT Summary

VAT Rate %	Net £	VAT £	Gross £
20	2160.00	432.00	2592.00

Subtotal	£2160.00
VAT	£432.00
Invoice Total	£2592.00

VAT Registration No.: GB303878201

Company Registration No.: 11323965

SHINERS PROPERTY SERVICES LTD
90 Saunders Ness Rd
LONDON
E14 3EA



PASSION PROPERTY GROUP
FIFTH FLOOR
ONE VALENTINE PLACE
LONDON
SE1 8QH

INVOICE

Page 1

Invoice No	29804
Invoice Date	03/12/2021
Order No	
Account Ref	PG1

Quantity	Description	Unit Price	Net Amt	VAT %	VAT
1.00	FLAT 1, 670 OLD KENT RD	0.00	0.00	20.00	0.00
1.00	END OF TENANCY CLEAN SERVICE	180.00	180.00	20.00	36.00
1.00	OVEN, HOB, EXTRACTOR CLEAN	50.00	50.00	20.00	10.00
1.00	CARPET CLEAN service	150.00	150.00	20.00	30.00
1.00	WINDOW CLEAN	30.00	30.00	20.00	6.00

Deliver To :
FLAT 1, 670 OLD KENT RD

10 - 35932

Total Net Amount	£	410.00
Carriage Net	£	0.00
Total Tax Amount	£	82.00
Invoice Total	£	492.00



INVOICE



Treadwell House | Treadwell Road | Epsom | Surrey | KT18 5JR

08450 341 130

mail@homeinventories.co.uk

homeinventories.co.uk

Passion Property Group
5th Floor
London SE1 8QH

Date	30 November 2021
Invoice Ref	80315
Branch	London
Order Ref	

ADDRESS

Flat 1 670 Old Kent Road
London
SE15 1JF

DETAILED ITEMISATION

Check Out - 3 Bedroom Fully Furnished Flat

Additional Rooms

Total Excluding
VAT £140.00

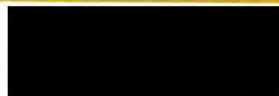
VAT @ 20% £ 28.00

Total Due £168.00

PAYMENT DUE IMMEDIATELY

Any invoices past 28 days may be subject to a £20 + VAT admin charge

Bank Details



Card Payments

Please contact our office to make payment by card



10-35752

INVOICE



Treadwell House | Treadwell Road | Epsom | Surrey | KT18 5JR

08450 341 130

mail@homeinventories.co.uk

homeinventories.co.uk

Passion Property Group
5th Floor
London SE1 8QH

Date	01 December 2021
Invoice Ref	80393
Branch	London
Order Ref	

ADDRESS

Flat 1 670 Old Kent Road
London
SE15 1JF

DETAILED ITEMISATION

Check In - 3 Bedroom Fully Furnished Flat

Additional Rooms

Total Excluding VAT £120.00

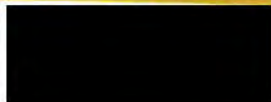
VAT @ 20% £ 24.00

Total Due £144.00

PAYMENT DUE IMMEDIATELY

Any invoices past 28 days may be subject to a £20 + VAT admin charge

Bank Details



Card Payments

Please contact our office to make payment by card

10-35751

BT-S



Hemmingfords



Passion Property Group
15 Theed Street
London
SE1 8ST

Property Reference: 12148
Invoice Date: Invoice 01/12/2021
Number: 1322

Invoice

Re: 1, 670 Old Kent Road, London, SE15 1JF

Items	Net £	VAT £	VAT %	Gross £
Letting Fee 10% Term- 12 Tenancy start- 1st December Rent- £500p/w	2600.00	520.00	20	3120.00

10-35761

VAT Summary

VAT Rate %20	Net £	VAT £	Gross £
	2600.00	520.00	3120.00

Subtotal	£2600.00
VAT	£432.00
Invoice Total	£3120.00

VAT Registration No.: GB303878201

Company Registration No.: 11323965

Appendix 7

Email correspondence between Space Investments Ltd and Southward Council Noise Nuisance department enclosed, reporting noise nuisance from Wazobia Restaurant, dated:

16th June 2021

26th May 2022

30th May 2022

6th June 2022

17th May 2023

12th July 2023

13th July 2023

14th July 2023

25th July 2023

26th July 2023

[REDACTED]

From: [REDACTED]
Sent: 16 June 2021 11:09
To: noiseandnuisance@southwark.gov.uk
Cc: [REDACTED]
Subject: RE: Noise Nuisance - Wazobia Restaurant, 670-672 Old Kent Rd, London SE15 1JF

Importance: High

Dear Sirs,

Please see the below follow up email that we have received from our Tenants that reside above the above-mentioned restaurant.

We have a number of concerns here, not just to mention the anti-social behaviour towards our Tenant and the music being played in the very early hours, but the apparent lack of law abiding in respect of government guidance in response to the Covid-19 Pandemic.

It is abundantly clear that there is total disregard for the law and we wish to question whether the restaurant has a licence to be able to operate as it does until the early hours of the morning, mindful of what we are all experiencing.

There have been no end of documented reports concerning these types of similar gatherings in the press, and draw your attention to the below by way of an example:

<https://news.met.police.uk/news/police-break-up-rave-at-lambeth-nightclub-in-breach-of-covid-rules-427543>

As you can see our Tenant is seeking to terminate their agreement having only just recently moved in, which causes no end of problems for our organisation.

In the first instance we are writing to you for your comments and proposals in dealing with the clear and continued noise nuisance affecting our Tenants and their quiet enjoyment of their property.

We look forward to your swift response and advice of next steps.

Kind regards,

[REDACTED]



Submit your maintenance request

Report Now

From: [REDACTED]
Sent: 16 June 2021 08:46

Subject: Re: Noise Nuisance

Hello,

This is a follow up email regarding the progress of the noise from the DJ from the restaurant Wazobia directly downstairs. Unfortunately, it hasn't made any improvement. We have contacted the council, who have send their officers round but have told us they're unable to directly approach the owner, due to Covid regulations but they were able to send him a letter. We have tried to combat this via the council several times, with no luck.

At first it was just the TV which was at the highest volume and the bass disturbed sleep in our home. I had an issue with that one time in April. However that was a tiny taster of what it's like every Friday and Saturday evening with a DJ on a mic with a heavy based speaker up until 3am/4am. Which is the problem we have not.

Additionally, we contacted the police about the violation of Covid rules. I'm sure we were advised by someone ill informed as they assured us that the bar was well within their rights to have people up and dancing. They also put their shutters down during the duration of these parties which tells you all you need to know, as they open in day dining hours. As someone who works in hospitality I know that customers are required to remain seated during service in a restaurant until Boris advises us otherwise.

We are still going to be persistent with the council/police as this disturbance isn't minor.

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Again we would like to request to cancel or move our lease to another flat in this building, or otherwise, so we're not directly above the on going noise.

It is effecting the well being of the three of us in the flat. We have a nightmare neighbour who we we were not informed ran a loud, bar setting establishment. We will be unable to live this way until April, as our landlord we need you to take action please.

[REDACTED]

On 29 May 2021, at 09:27, [REDACTED] wrote:

Dear [REDACTED]

Thank you for the below and we are sorry to learn of your recent experiences.

We are shocked to hear of this and more so at the response of the Manager.

In the first instance I would suggest notifying both the police and Southwark environmental control over the issue as they will have the rights to issue any sanctions on the owners below. There should also be questions over the trading hours and current Covid restrictions I would have thought.

We will happily support any claim you make, please do keep us informed and Alyvda will follow up with you early next week.

Kind regards,

[REDACTED]

On 29 May 2021, at 08:26, [REDACTED] wrote:

Hello,

I am emailing from [REDACTED]

We live directly on top of the restaurant Wazobia. We were not made aware by you, or any other party until we got here that they would play ridiculously loud music via a DJ from 10:30pm-4am every Friday, Saturday and bank holiday. Of we had that information, as students we would've made a decision based on that. To our knowledge it was a typical restaurant, unaware it doubled as a club setting.

Our flat and appliances shake from the bass downstairs, we can hear word for word what the DJ shouts through the mic.

We have had several face-to-face conversations and text message disputes about the noise disruptions with the Manager of the restaurant...

However he is unprofessional and very disrespectful in the manner in which he speaks to us, when all we ask is that the music turned down (which it isn't). He assured us this would continue for the duration of our stay here, and threatened to have us kicked out for continuing to ask him to turn it down. He also used personal and inappropriate details to try and divert attention from the issue, such as race.

We would like to request to cancel or move our lease to another flat in this building, or otherwise, so we're not directly above the on going noise.

It is directly affecting the wellbeing and livelihoods of members of the flat. It's exam season at university and I work full time on little sleep due to the disturbance.

Please contact me ASAP about this issue. Alternatively I can come to the offices to talk about the problem face to face.

[REDACTED]

[REDACTED]

From: [REDACTED]
Sent: 16 June 2021 11:28
To: Noise and Nuisance
Cc: [REDACTED]
Subject: RE: Noise Nuisance - Wazobia Restaurant, 670-672 Old Kent Rd, London SE15 1JF

Dear [REDACTED]

Thank you for the swift response, very much appreciated and we will certainly ensure that our Tenants are aware of this information and to call when the next incident occurs.

Are you able to help us understand what type of licence the restaurant has?

There seems to be some history here:

<https://modern.gov.southwark.gov.uk/documents/s65479/Report%20Licensing%20Act%202003%20Wazobia%20Restaurant%20670%20Old%20Kent%20Road%20London%20SE15%201JF.pdf>

<https://afroukonline.co.uk/item/wazobia-nights-okr/>

Kind regards,

[REDACTED]



Submit your maintenance request

Report Now

From: Noise and Nuisance <noiseandnuisance@southwark.gov.uk>
Sent: 16 June 2021 11:19
To: [REDACTED]
Subject: RE: Noise Nuisance - Wazobia Restaurant, 670-672 Old Kent Rd, London SE15 1JF

Dear Luke

I have looked through our records, we have only had one call in May 2021 about the above location. A officer visited, and nothing was witnessed that required action by the Noise & Nuisance Team. Nor any other behaviour, that required reporting to any other department or organisation.

Thus all I can advise is if any one feels that they are being disturbed, they should call us on 0207 525 5777.

Martin Talbot, Team Leader
Noise & Nuisance Team
Southwark Council
132 Queens Road
SE15 2HP
martin.talbot@southwark.gov.uk

From: [REDACTED]
Sent: Wednesday, June 16, 2021 11:09 AM
To: Noise and Nuisance
Cc: [REDACTED]
Subject: RE: Noise Nuisance - Wazobia Restaurant, 670-672 Old Kent Rd, London SE15 1JF
Importance: High

Dear Sirs,

Please see the below follow up email that we have received from our Tenants that reside above the above-mentioned restaurant.

We have a number of concerns here, not just to mention the anti-social behaviour towards our Tenant and the music being played in the very early hours, but the apparent lack of law abiding in respect of government guidance in response to the Covid-19 Pandemic.

It is abundantly clear that there is total disregard for the law and we wish to question whether the restaurant has a licence to be able to operate as it does until the early hours of the morning, mindful of what we are all experiencing.

There have been no end of documented reports concerning these types of similar gatherings in the press, and draw your attention to the below by way of an example:

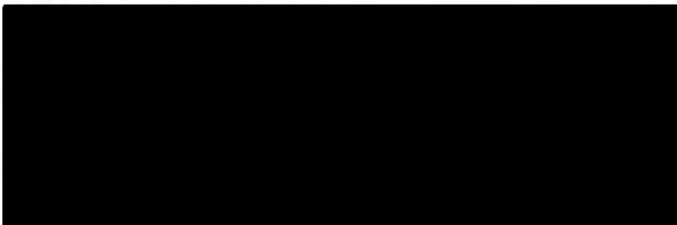
<https://news.met.police.uk/news/police-break-up-rave-at-lambeth-nightclub-in-breach-of-covid-rules-427543>

As you can see our Tenant is seeking to terminate their agreement having only just recently moved in, which causes no end of problems for our organisation.

In the first instance we are writing to you for your comments and proposals in dealing with the clear and continued noise nuisance affecting our Tenants and their quiet enjoyment of their property.

We look forward to your swift response and advice of next steps.

Kind regards,



Submit your maintenance request

Report Now

From: [REDACTED]
Sent: 16 June 2021 08:46
To: Luke Adams <l.adams@ppg.co.uk>
Cc: Alvyda Tumaite <a.tumaite@ppg.co.uk>
Subject: Re: Noise Nuisance

Hello,

This is a follow up email regarding the progress of the noise from the DJ from the restaurant Wazobia directly downstairs. Unfortunately, it hasn't made any improvement. We have contacted the council, who have send their officers round but have told us they're unable to directly approach the owner, due to Covid regulations but they were able to send him a letter. We have tried to combat this via the council several times, with no luck.

At first it was just the TV which was at the highest volume and the bass disturbed sleep in our home. I had an issue with that one time in April. However that was a tiny taster of what it's like every Friday and Saturday evening with a DJ on a mic with a heavy based speaker up until 3am/4am. Which is the problem we have not.

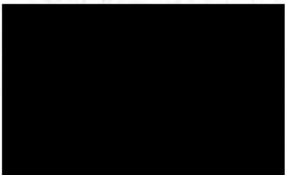
Additionally, we contacted the police about the violation of Covid rules. I'm sure we were advised by someone ill informed as they assured us that the bar was well within their rights to have people up and dancing. They also put their shutters down during the duration of these parties which tells you all you need to know, as they open in day dining hours. As someone who works in hospitality I know that customers are required to remain seated during service in a restaurant until Boris advises us otherwise.

We are still going to be persistent with the council/police as this disturbance isn't minor.

Over the last view weeks we have had intense conversion with the owner who reminds us how long he's been there, and seems to think we have a personal issue with him. All we would like, kindly, is the music to be a reasonable level between 11pm -6am, due to studies and work. We did set a level with him, to tell the DJ to play the music at, however by 12am-4am this level is completely ignored.

Again we would like to request to cancel or move our lease to another flat in this building, or otherwise, so we're not directly above the on going noise.

It is effecting the well being of the three of us in the flat. We have a nightmare neighbour who we we were not informed ran a loud, bar setting establishment. We will be unable to live this way until April, as our landlord we need you to take action please.



On 29 May 2021, at 09:27 [redacted] wrote:

Dear [redacted]

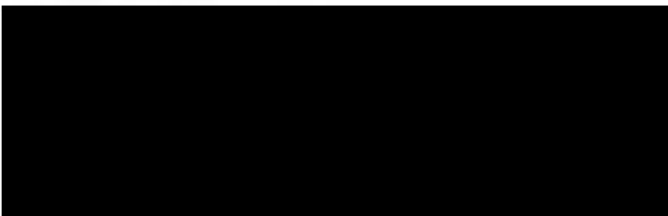
Thank you for the below and we are sorry to learn of your recent experiences.

We are shocked to hear of this and more so at the response of the Manager.

In the first instance I would suggest notifying both the police and Southwark environmental control over the issue as they will have the rights to issue any sanctions on the owners below. There should also be questions over the trading hours and current Covid restrictions I would have thought.

We will happily support any claim you make, please do keep us informed and Alvyda will follow up with you early next week.

Kind regards,



On 29 May 2021, at 08:26, [REDACTED] wrote:

Hello,

I am emailing from [REDACTED]

We live directly on top of the restaurant Wazobia. We were not made aware by you, or any other party until we got here that they would play ridiculously loud music via a DJ from 10:30pm-4am every Friday, Saturday and bank holiday. Of we had that information, as students we would've made a decision based on that. To our knowledge it was a typical restaurant, unaware it doubled as a club setting.

Our flat and appliances shake from the bass downstairs, we can hear word for word what the DJ shouts through the mic.

We have had several face-to-face conversations and text message disputes about the noise disruptions with the Manager of the restaurant...

However he is unprofessional and very disrespectful in the manner in which he speaks to us, when all we ask is that the music turned down (which it isn't). He assured us this would continue for the duration of our stay here, and threatened to have us kicked out for continuing to ask him to turn it down. He also used personal and inappropriate details to try and divert attention from the issue, such as race.

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It is directly affecting the wellbeing and livelihoods of members of the flat. It's exam season at university and I work full time on little sleep due to the disturbance.

Please contact me ASAP about this issue. Alternatively I can come to the offices to talk about the problem face to face.

[REDACTED]

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Where opinions are expressed in the email they are not necessarily those of Southwark Council and Southwark Council is not responsible for any changes made to the message after it has been sent.

From: [REDACTED]
Sent: 26 May 2022 13:12
To: Noise and Nuisance
Cc: [REDACTED]
Subject: RE: Noise Nuisance - Wazobia Restaurant, 670-672 Old Kent Rd, London SE15 1JF

Importance: High

Tracking:

Recipient	Read
Noise and Nuisance	
Luke Adams	Read: 26/05/2022 13:28

Dear Sirs,

Hope this email finds you well.

Further to the email chain below we want to report an ongoing noise nuisance from the above restaurant, where they are operate as night club beyond their licensed hours which escalates unacceptably loud noises through our residential apartments above.

The noise is reported to happen every Friday, Saturday and often Sundays and Bank Holidays. Our tenants advise they reported the issue to Southwark Council number of times as have we, inspections have been caried out and officers agreed the noise was a statutory nuisance. Sadly this doesn't seem to have affected anything, and the noise remains at the same level, and to the same late hours.

We have reported this ourselves several times over the past 5 years to both yourselves and the Freeholder and their agent, yet there has been no solution. We are concerned that the continuation of this matter is making our properties un-lettable and are likely to incur significant losses as a consequence.

Before we seek legal advice from our Company Solicitors we would like to understand what you can do from your perspective to impose enforcement against the occupant who seem to be operating without a care in the world for anyone but themselves.

We have video / sound recordings by way of evidence should you need it, we can WeTransfer to you.

We look forward to your swift response.

Kind regards,

 **Passion**
PROPERTY GROUP



Submit your maintenance request

Report Now

Have you registered with our new Tenant Portal yet, [click here](#)?

From: Noise and Nuisance <noiseandnuisance@southwark.gov.uk>

Sent: 16 June 2021 11:19

To: [REDACTED]

Subject: RE: Noise Nuisance - Wazobia Restaurant, 670-672 Old Kent Rd, London SE15 1JF

Dear Luke

I have looked through our records , we have only had one call in May 2021 about the above location. A officer visited, and nothing was witnessed that required action by the Noise & Nuisance Team. Nor any other behaviour , that required reporting to any other department or organisation.

Thus all I can advise is if any one feels that they are being disturbed , they should call us on 0207 525 5777.

Martin Talbot, Team Leader
Noise & Nuisance Team
Southwark Council
132 Queens Road
SE15 2HP
martin.talbot@southwark.gov.uk

From: [REDACTED]

Sent: Wednesday, June 16, 2021 11:09 AM

To: Noise and Nuisance

Cc: [REDACTED]

Subject: RE: Noise Nuisance - Wazobia Restaurant, 670-672 Old Kent Rd, London SE15 1JF

Importance: High

Dear Sirs,

Please see the below follow up email that we have received from our Tenants that reside above the above-mentioned restaurant.

We have a number of concerns here, not just to mention the anti-social behaviour towards our Tenant and the music being played in the very early hours, but the apparent lack of law abiding in respect of government guidance in response to the Covid-19 Pandemic.

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We look forward to your swift response and advice of next steps.

Kind regards,



Submit your maintenance request

Report Now

From: [Redacted]
Sent: 16 June 2021 08:46
To: [Redacted]
Cc: [Redacted]
Subject: Re: Noise Nuisance

Hello,

This is a follow up email regarding the progress of the noise from the DJ from the restaurant Wazobia directly downstairs. Unfortunately, it hasn't made any improvement. We have contacted the council, who have send their officers round but have told us they're unable to directly approach the owner, due to Covid regulations but they were able to send him a letter. We have tried to combat this via the council several times, with no luck.

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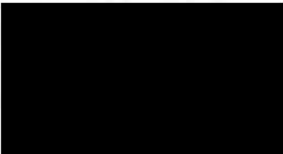
Additionally, we contacted the police about the violation of Covid rules. I'm sure we were advised by someone ill informed as they assured us that the bar was well within their rights to have people up and dancing. They also put their shutters down during the duration of these parties which tells you all you need to know, as they open in day dining hours. As someone who works in hospitality I know that customers are required to remain seated during service in a restaurant until Boris advises us otherwise.

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On 29 May 2021, at 09:27, [Redacted] wrote:

Dear [REDACTED]

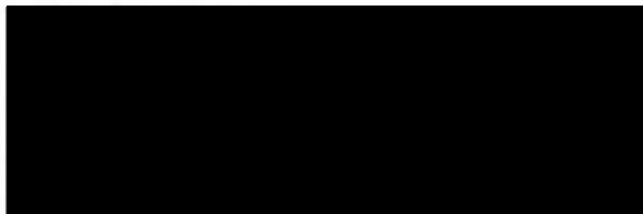
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We are shocked to hear of this and more so at the response of the Manager.

In the first instance I would suggest notifying both the police and Southwark environmental control over the issue as they will have the rights to issue any sanctions on the owners below. There should also be questions over the trading hours and current Covid restrictions I would have thought.

We will happily support any claim you make, please do keep us informed and Alvyda will follow up with you early next week.

Kind regards,



On 29 May 2021, at 08:26, [REDACTED] wrote:

Hello,

I am emailing from [REDACTED]

We live directly on top of the restaurant Wazobia. We were not made aware by you, or any other party until we got here that they would play ridiculously loud music via a DJ from 10:30pm-4am every Friday, Saturday and bank holiday. Of we had that information, as students we would've made a decision based on that. To our knowledge it was a typical restaurant, unaware it doubled as a club setting.

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Please contact me ASAP about this issue. Alternatively I can come to the offices to talk about the problem face to face.



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[REDACTED]

From: Noise and Nuisance <noiseandnuisance@southwark.gov.uk>
Sent: 30 May 2022 06:38
To: [REDACTED]
Subject: RE: Noise Nuisance - Wazobia Restaurant, 670-672 Old Kent Rd, London SE15 1JF

Dear [REDACTED]

The Council deals with noise, and other associated problems by means of Statutory Nuisance . In that the problem is witnessed by an authorised officer, and in their opinion, the nuisance from one property would in the opinion of the officer, affect the average person's use or enjoyment of that property.

Various criteria are taken into consideration, volume and characteristic of the noise, time of day and duration, as well as the area.

Only what the officer witness's during their visit can be taken into consideration, allowing for the time of day and other variables.

If the issues witnessed are not within the remit of the team , will pass the information to any relevant team or organisation, if any.

The pertinent point is that all problems have to be witnessed by the authorised officer, if we are to take action.

Call us when you feel that you are being disturbed, whilst the problem is ongoing, via the Environmental Call Centre on 0207 525 5777.

If the problem can then be witnessed by an authorised officer, the appropriate action will be taken by us.

The Noise Rapid Response operation times are as follows:

7.00 am Friday through to 2.30 am Tuesday, and then 7.00am through to 2.30am the following morning on Tuesday, Wednesday & Thursday.

Noise & Nuisance Team
Southwark Council
132 Queens Road
SE15 2HP
Call Centre number : 0207 525 5777

From: [REDACTED]
Sent: Thursday, May 26, 2022 1:12 PM
To: Noise and Nuisance <noiseandnuisance@southwark.gov.uk>
Cc: [REDACTED]
Subject: RE: Noise Nuisance - Wazobia Restaurant, 670-672 Old Kent Rd, London SE15 1JF
Importance: High

Dear Sirs,

Hope this email finds you well.

Further to the email chain below we want to report an ongoing noise nuisance from the above restaurant, where they are operate as night club beyond their licensed hours which escalates unacceptably loud noises through our residential apartments above.

The noise is reported to happen every Friday, Saturday and often Sundays and Bank Holidays. Our tenants advise they reported the issue to Southwark Council number of times as have we, inspections have been caried out and officers agreed the noise was a statutory nuisance. Sadly this doesn't seem to have affected anything, and the noise remains at the same level, and to the same late hours.

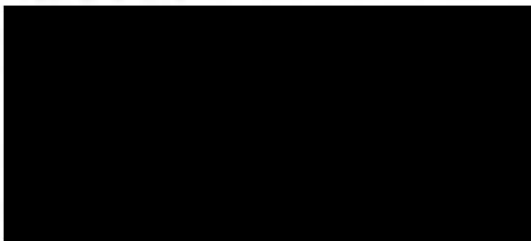
We have reported this ourselves several times over the past 5 years to both yourselves and the Freeholder and their agent, yet there has been no solution. We are concerned that the continuation of this matter is making our properties un-lettable and are likely to incur significant losses as a consequence.

Before we seek legal advice from our Company Solicitors we would like to understand what you can do from your perspective to impose enforcement against the occupant who seem to be operating without a care in the world for anyone but themselves.

We have video / sound recordings by way of evidence should you need it, we can WeTransfer to you.

We look forward to your swift response.

Kind regards,



Submit your maintenance request

Report Now

****Have you registered with our new Tenant Portal yet, [click here](#)?****

From: Noise and Nuisance <noiseandnuisance@southwark.gov.uk>

Sent: 16 June 2021 11:19

To: [Redacted]

Subject: RE: Noise Nuisance - Wazobia Restaurant, 670-672 Old Kent Rd, London SE15 1JF

Dear [Redacted]

I have looked through our records , we have only had one call in May 2021 about the above location. A officer visited, and nothing was witnessed that required action by the Noise & Nuisance Team. Nor any other behaviour , that required reporting to any other department or organisation.

Thus all I can advise is if any one feels that they are being disturbed , they should call us on 0207 525 5777.

Martin Talbot, Team Leader
Noise & Nuisance Team
Southwark Council
132 Queens Road
SE15 2HP
martin.talbot@southwark.gov.uk

From: [REDACTED]
Sent: Wednesday, June 16, 2021 11:09 AM
To: Noise and Nuisance
Cc: [REDACTED]
Subject: RE: Noise Nuisance - Wazobia Restaurant, 670-672 Old Kent Rd, London SE15 1JF
Importance: High

Dear Sirs,

Please see the below follow up email that we have received from our Tenants that reside above the above-mentioned restaurant.

We have a number of concerns here, not just to mention the anti-social behaviour towards our Tenant and the music being played in the very early hours, but the apparent lack of law abiding in respect of government guidance in response to the Covid-19 Pandemic.

It is abundantly clear that there is total disregard for the law and we wish to question whether the restaurant has a licence to be able to operate as it does until the early hours of the morning, mindful of what we are all experiencing.

There have been no end of documented reports concerning these types of similar gatherings in the press, and draw your attention to the below by way of an example:

<https://news.met.police.uk/news/police-break-up-rave-at-lambeth-nightclub-in-breach-of-covid-rules-427543>

As you can see our Tenant is seeking to terminate their agreement having only just recently moved in, which causes no end of problems for our organisation.

In the first instance we are writing to you for your comments and proposals in dealing with the clear and continued noise nuisance affecting our Tenants and their quiet enjoyment of their property.

We look forward to your swift response and advice of next steps.

Kind regards,

[REDACTED]



Submit your maintenance request

Report Now

From: [REDACTED]
Sent: 16 June 2021 08:46
To: [REDACTED]
Cc: [REDACTED]
Subject: Re: Noise Nuisance

Hello,

This is a follow up email regarding the progress of the noise from the DJ from the restaurant Wazobia directly downstairs. Unfortunately, it hasn't made any improvement. We have contacted the council, who have send their officers round but have told us they're unable to directly approach the owner, due to Covid regulations but they were able to send him a letter. We have tried to combat this via the council several times, with no luck.

At first it was just the TV which was at the highest volume and the bass disturbed sleep in our home. I had an issue with that one time in April. However that was a tiny taster of what it's like every Friday and Saturday evening with a DJ on a mic with a heavy based speaker up until 3am/4am. Which is the problem we have not.

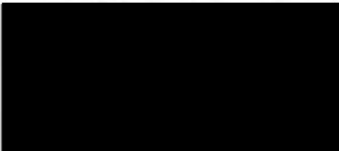
Additionally, we contacted the police about the violation of Covid rules. I'm sure we were advised by someone ill informed as they assured us that the bar was well within their rights to have people up and dancing. They also put their shutters down during the duration of these parties which tells you all you need to know, as they open in day dining hours. As someone who works in hospitality I know that customers are required to remain seated during service in a restaurant until Boris advises us otherwise.


We are still going to be persistent with the council/police as this disturbance isn't minor.

Over the last view weeks we have had intense conversion with the owner who reminds us how long he's been there, and seems to think we have a personal issue with him. All we would like, kindly, is the music to be a reasonable level between 11pm -6am, due to studies and work. We did set a level with him, to tell the DJ to play the music at, however by 12am-4am this level is completely ignored.

Again we would like to request to cancel or move our lease to another flat in this building, or otherwise, so we're not directly above the on going noise.

It is effecting the well being of the three of us in the flat. We have a nightmare neighbour who we we were not informed ran a loud, bar setting establishment. We will be unable to live this way until April, as our landlord we need you to take action please.



On 29 May 2021, at 09:27  wrote:

Dear 

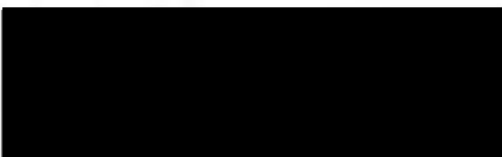
Thank you for the below and we are sorry to learn of your recent experiences.

We are shocked to hear of this and more so at the response of the Manager.

In the first instance I would suggest notifying both the police and Southwark environmental control over the issue as they will have the rights to issue any sanctions on the owners below. There should also be questions over the trading hours and current Covid restrictions I would have thought.

We will happily support any claim you make, please do keep us informed and Alvyda will follow up with you early next week.

Kind regards,



[REDACTED]

On 29 May 2021, at 08:26, [REDACTED] wrote:

Hello,

I am emailing from [REDACTED]

We live directly on top of the restaurant Wazobia. We were not made aware by you, or any other party until we got here that they would play ridiculously loud music via a DJ from 10:30pm-4am every Friday, Saturday and bank holiday. Of we had that information, as students we would've made a decision based on that. To our knowledge it was a typical restaurant, unaware it doubled as a club setting.

Our flat and appliances shake from the bass downstairs, we can hear word for word what the DJ shouts through the mic.

We have had several face-to-face conversations and text message disputes about the noise disruptions with the Manager of the restaurant...

However he is unprofessional and very disrespectful in the manner in which he speaks to us, when all we ask is that the music turned down (which it isn't). He assured us this would continue for the duration of our stay here, and threatened to have us kicked out for continuing to ask him to turn it down. He also used personal and inappropriate details to try and divert attention from the issue, such as race.

We would like to request to cancel or move our lease to another flat in this building, or otherwise, so we're not directly above the on going noise.

It is directly affecting the wellbeing and livelihoods of members of the flat. It's exam season at university and I work full time on little sleep due to the disturbance.

Please contact me ASAP about this issue. Alternatively I can come to the offices to talk about the problem face to face.

[REDACTED]

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From: [Redacted]
Sent: 06 June 2022 10:33
To: 'Noise and Nuisance'
Cc: [Redacted]
Subject: RE: Noise Nuisance - Wazobia Restaurant, 670-672 Old Kent Rd, London SE15 1JF

Importance: High

Tracking: **Recipient** **Read**
 'Noise and Nuisance'
 [Redacted] Read: 08/06/2022 12:56

Dear Sirs,

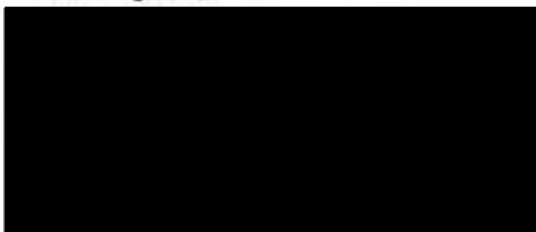
Thank you for the below.

We are aware that noise abatement notice has been issued to the Restaurant, regretfully this doesn't seem to have affected anything. We have on countless occasions together with our Tenants called upon the Noise and Nuisance Team at Southwark to attend to these ongoing issues. We have recorded documentation of the same with responses from your department over number of years.

We are losing significant sums of money over this matter in loss of rent and having to continue to re-let the properties on a frequent basis as occupants understandably cannot tolerate the illegal level of noise from the unlicensed nightclub on the ground floor and basement.

We can continue to log calls and ask that our Tenants do the same, but we are going around in circles and need a more meaningful proposal on how to resolve this on-going issue. What would you suggest?

Kind regards,



Submit your maintenance request

Report Now

From: Noise and Nuisance <noiseandnuisance@southwark.gov.uk>
Sent: 30 May 2022 06:38
To: [Redacted]
Subject: RE: Noise Nuisance - Wazobia Restaurant, 670-672 Old Kent Rd, London SE15 1JF

Dear [Redacted]

The Council deals with noise, and other associated problems by means of Statutory Nuisance . In that the problem is witnessed by an authorised officer, and in their opinion, the nuisance from one property would in the opinion of the officer, affect the average person's use or enjoyment of that property.

Various criteria are taken into consideration, volume and characteristic of the noise, time of day and duration, as well as the area.

Only what the officer witness's during their visit can be taken into consideration, allowing for the time of day and other variables.

If the issues witnessed are not within the remit of the team , will pass the information to any relevant team or organisation, if any.

The pertinent point is that all problems have to be witnessed by the authorised officer, if we are to take action.

Call us when you feel that you are being disturbed, whilst the problem is ongoing, via the Environmental Call Centre on 0207 525 5777.

If the problem can then be witnessed by an authorised officer, the appropriate action will be taken by us.

The Noise Rapid Response operation times are as follows:

7.00 am Friday through to 2.30 am Tuesday, and then 7.00am through to 2.30am the following morning on Tuesday, Wednesday & Thursday.

Noise & Nuisance Team
Southwark Council
132 Queens Road
SE15 2HP
Call Centre number : 0207 525 5777

From: [REDACTED]
Sent: Thursday, May 26, 2022 1:12 PM
To: Noise and Nuisance <noiseandnuisance@southwark.gov.uk>
Cc: [REDACTED]
Subject: RE: Noise Nuisance - Wazobia Restaurant, 670-672 Old Kent Rd, London SE15 1JF
Importance: High

Dear Sirs,

Hope this email finds you well.

Further to the email chain below we want to report an ongoing noise nuisance from the above restaurant, where they are operate as night club beyond their licensed hours which escalates unacceptably loud noises through our residential apartments above.

The noise is reported to happen every Friday, Saturday and often Sundays and Bank Holidays. Our tenants advise they reported the issue to Southwark Council number of times as have we, inspections have been caried out and officers agreed the noise was a statutory nuisance. Sadly this doesn't seem to have affected anything, and the noise remains at the same level, and to the same late hours.

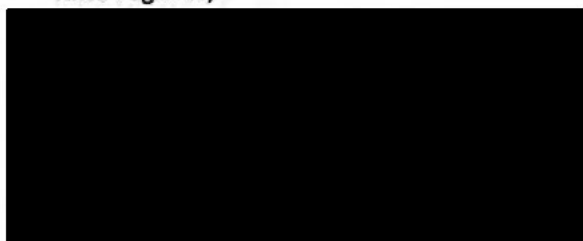
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Before we seek legal advice from our Company Solicitors we would like to understand what you can do from your perspective to impose enforcement against the occupant who seem to be operating without a care in the world for anyone but themselves.

We have video / sound recordings by way of evidence should you need it, we can WeTransfer to you.

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Kind regards,



Submit your maintenance request

Report Now

Have you registered with our new Tenant Portal yet, [click here](#)

From: Noise and Nuisance <noiseandnuisance@southwark.gov.uk>

Sent: 16 June 2021 11:19

To: [Redacted]

Subject: RE: Noise Nuisance - Wazobia Restaurant, 670-672 Old Kent Rd, London SE15 1JF

Dear Luke

I have looked through our records , we have only had one call in May 2021 about the above location. A officer visited, and nothing was witnessed that required action by the Noise & Nuisance Team. Nor any other behaviour , that required reporting to any other department or organisation.

Thus all I can advise is if any one feels that they are being disturbed , they should call us on 0207 525 5777.

Martin Talbot, Team Leader
Noise & Nuisance Team
Southwark Council
132 Queens Road
SE15 2HP
martin.talbot@southwark.gov.uk

From: [Redacted]

Sent: Wednesday, June 16, 2021 11:09 AM

To: Noise and Nuisance

Cc: Alvyda Tumaite

Subject: RE: Noise Nuisance - Wazobia Restaurant, 670-672 Old Kent Rd, London SE15 1JF

Importance: High

Dear Sirs,

Please see the below follow up email that we have received from our Tenants that reside above the above-mentioned restaurant.

We have a number of concerns here, not just to mention the anti-social behaviour towards our Tenant and the music being played in the very early hours, but the apparent lack of law abiding in respect of government guidance in response to the Covid-19 Pandemic.

It is abundantly clear that there is total disregard for the law and we wish to question whether the restaurant has a licence to be able to operate as it does until the early hours of the morning, mindful of what we are all experiencing.

There have been no end of documented reports concerning these types of similar gatherings in the press, and draw your attention to the below by way of an example:

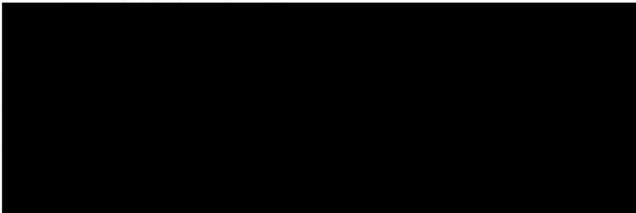
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As you can see our Tenant is seeking to terminate their agreement having only just recently moved in, which causes no end of problems for our organisation.

In the first instance we are writing to you for your comments and proposals in dealing with the clear and continued noise nuisance affecting our Tenants and their quiet enjoyment of their property.

We look forward to your swift response and advice of next steps.

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Submit your maintenance request

Report Now

From: [Redacted]
Sent: 16 June 2021 08:46
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Cc: [Redacted]
Subject: Re: Noise Nuisance

Hello,

This is a follow up email regarding the progress of the noise from the DJ from the restaurant Wazobia directly downstairs. Unfortunately, it hasn't made any improvement. We have contacted the council, who have send their officers round but have told us they're unable to directly approach the owner, due to Covid regulations but they were able to send him a letter. We have tried to combat this via the council several times, with no luck.

At first it was just the TV which was at the highest volume and the bass disturbed sleep in our home. I had an issue with that one time in April. However that was a tiny taster of what it's like every Friday and Saturday evening with a DJ on a mic with a heavy based speaker up until 3am/4am. Which is the problem we have not.

Additionally, we contacted the police about the violation of Covid rules. I'm sure we were advised by someone ill informed as they assured us that the bar was well within their rights to have people up and dancing. They also put their shutters down during the duration of these parties which tells you all you need to know, as they open in day dining hours. As someone who works in hospitality I know that customers are required to remain seated during service in a restaurant until Boris advises us otherwise.

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Again we would like to request to cancel or move our lease to another flat in this building, or otherwise, so we're not directly above the on going noise.

It is effecting the well being of the three of us in the flat. We have a nightmare neighbour who we were not informed ran a loud, bar setting establishment. We will be unable to live this way until April, as our landlord we need you to take action please.



On 29 May 2021, at 09:27, [REDACTED] wrote:

Dear [REDACTED]

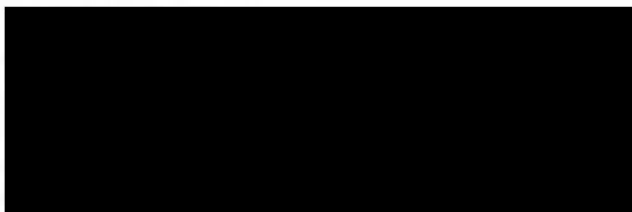
Thank you for the below and we are sorry to learn of your recent experiences.

We are shocked to hear of this and more so at the response of the Manager.

In the first instance I would suggest notifying both the police and Southwark environmental control over the issue as they will have the rights to issue any sanctions on the owners below. There should also be questions over the trading hours and current Covid restrictions I would have thought.

We will happily support any claim you make, please do keep us informed and Alvyda will follow up with you early next week.

Kind regards,



On 29 May 2021, at 08:26, [REDACTED] wrote:

Hello,

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We live directly on top of the restaurant Wazobia. We were not made aware by you, or any other party until we got here that they would play ridiculously loud music via a DJ from 10:30pm-4am every Friday, Saturday and bank holiday. Of we had that information, as students we would've made a decision based on that. To our knowledge it was a typical restaurant, unaware it doubled as a club setting.

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However he is unprofessional and very disrespectful in the manner in which he speaks to us, when all we ask is that the music turned down (which it isn't). He assured us this would continue for the duration of our stay here, and threatened to have us kicked out for continuing to ask him to turn it down. He also used personal and inappropriate details to try and divert attention from the issue, such as race.

We would like to request to cancel or move our lease to another flat in this building, or otherwise, so we're not directly above the on going noise.

It is directly affecting the wellbeing and livelihoods of members of the flat. It's exam season at university and I work full time on little sleep due to the disturbance.

Please contact me ASAP about this issue. Alternatively I can come to the offices to talk about the problem face to face.

[REDACTED]

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From: [REDACTED]
Sent: 17 May 2023 11:00
To: noiseandnuisance@southwark.gov.uk
Cc: Luke Adams
Subject: RE: Noise Nuisance - Wazobia Restaurant, 670-672 Old Kent Rd, London SE15 1JF

Importance: High

Tracking: **Recipient** **Read**
noiseandnuisance@southwark.gov.uk
[REDACTED] Read: 18/05/2023 15:46

Dear Sirs,

Further to the below email trail we are still experiencing issue with Wazobia at the above mentioned property operating loud music and disturbing our tenants during late hours.

Tenants advised they have reported noise nuisance to yourselves to no avail.

As you will no doubt be aware this situation and lack of response from Southwark Noise Team has huge impact on residents health and safety, as well as our business.

Please find below latest comments received from residents above the restaurant, note there is many more that unfortunately keeps falling on your death ears:

Yes we submitted a noise complaint at the time but yet to hear back. They are loud Friday and Saturday nights (sometimes they have parties on a Thursday as well) though this time they were substantially louder than usual. A fight between people at the party also broke out after the event on the street which kept us up. At one stage we opened our bedroom window to see what was going on as there was lots of yelling and swearing and saw one of the men in a headlock. On occasion there have been men blocking the door entrance to our building which as a female I haven't felt comfortable having to maneuver around them or press the code to open the door.

We have not found it enjoyable living above the restaurant since we moved in, and I was wondering if you were able to please confirm whether there is a tenancy break clause in our tenancy agreement or what our options are. We very much enjoy the apartment and you've been a wonderful help throughout the whole moving in process, but the location and constant noise from the restaurant has been affecting my sleep which has a toll on my mental health. I wear ear plugs but feel that I shouldn't need to if I want to sleep in my own apartment.

To keep you updated on the ongoing noise issues: we recently filed a complaint with the council, and received an inspection from noise nuisance team. The officers they sent over agreed that the noise was a statutory nuisance and issued a noise abatement notice for the below neighbours.

Sadly this doesn't seem to have affected anything, and the noise remains at the same level, and to the same late hours. We're aware that other tenants in the building have done the same thing, to the same effect.

Tonight particularly has been incredibly bad, more so than any other evenings. The music is not of a restaurant noise level but that of a night club and I can't really imagine how the apartments below us are managing. It started just

after 2am and I was awoken by street noise of people arriving at the venue so it's certainly a party of some sort. I know there is an apartment below us with a baby so can only imagine how hard it is for them.

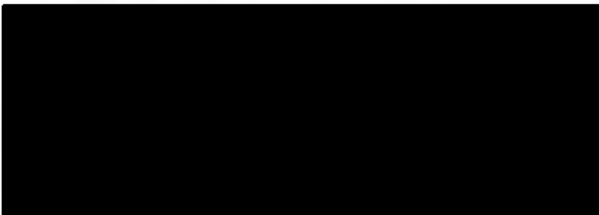
My ensuit room is right above the music! The floor is shaking, it feels like hell, all the musical bass and vibration affects the whole flat and my room in particular, till 4am every Friday and Saturday!
It's unbearable. I am working in the bar and coming home to this craziness that I can't control and can't turn of. It's like hell.
We have to do something with this because 2 days a week every single week no rest, no silence how it should be in a living area, we have to find a solution otherwise we will be considering moving out.

Following to our phone call this morning , am writing you to let you know that yesterday we had a discussion with the restaurant wazobia , it's only because he was playing music very loud on Friday night and this ended 3.45 in the morning , we only asked him politely to play the music not too loud so that others tenants won't be disturbed , he started shouting at me and saying that he has Renting contract with him and he won't let us live at the property anymore .we are thinking why he said that or probably he is the landlord . He also said he is fully license and he can make noise at anytime . I would be really appreciate if someone from the agency can get in touch with him and solve the matter .

In addition to above we have now engaged into legal proceedings with the Landlord in regards to their Tenant (Wazobia). We have also engaged with independent acoustic experts, at considerable cost. We suspect it will be clearly determined in their subsequent report that there is a severe noise nuisance being caused by Wazobia. Upon confirmation of the information provided we reserve the right to recover our costs without hesitation from local authority.

We look forward to your swift response in this urgent matter.

Kind regards,



Submit your maintenance request

Report Now

From: Noise and Nuisance <noiseandnuisance@southwark.gov.uk>

Sent: Monday, May 30, 2022 6:38 AM

To: [Redacted]

Subject: RE: Noise Nuisance - Wazobia Restaurant, 670-672 Old Kent Rd, London SE15 1JF

Dear Alvyda.

The Council deals with noise, and other associated problems by means of Statutory Nuisance .

In that the problem is witnessed by an authorised officer, and in their opinion, the nuisance from one property would in the opinion of the officer, affect the average person's use or enjoyment of that property.

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7.00 am Friday through to 2.30 am Tuesday, and then 7.00am through to 2.30am the following morning on Tuesday, Wednesday & Thursday.

Noise & Nuisance Team
Southwark Council
132 Queens Road
SE15 2HP
Call Centre number : 0207 525 5777

From: [REDACTED]
Sent: Thursday, May 26, 2022 1:12 PM
To: Noise and Nuisance <noiseandnuisance@southwark.gov.uk>
Cc: [REDACTED]
Subject: RE: Noise Nuisance - Wazobia Restaurant, 670-672 Old Kent Rd, London SE15 1JF
Importance: High

Dear Sirs,

Hope this email finds you well.

Further to the email chain below we want to report an ongoing noise nuisance from the above restaurant, where they are operate as night club beyond their licensed hours which escalates unacceptably loud noises through our residential apartments above.

The noise is reported to happen every Friday, Saturday and often Sundays and Bank Holidays. Our tenants advise they reported the issue to Southwark Council number of times as have we, inspections have been caried out and officers agreed the noise was a statutory nuisance. Sadly this doesn't seem to have affected anything, and the noise remains at the same level, and to the same late hours.

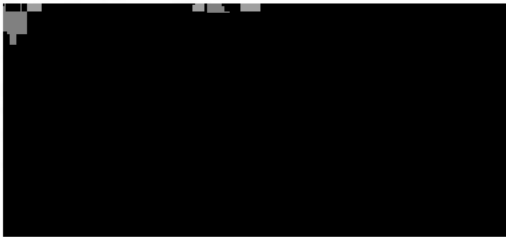
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We have video / sound recordings by way of evidence should you need it, we can WeTransfer to you.

We look forward to your swift response.

Kind regards,



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Report Now

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From: Noise and Nuisance <noiseandnuisance@southwark.gov.uk>

Sent: 16 June 2021 11:19

To: [Redacted]

Subject: RE: Noise Nuisance - Wazobia Restaurant, 670-672 Old Kent Rd, London SE15 1JF

Dear Luke

I have looked through our records , we have only had one call in May 2021 about the above location. A officer visited, and nothing was witnessed that required action by the Noise & Nuisance Team. Nor any other behaviour , that required reporting to any other department or organisation.

Thus all I can advise is if any one feels that they are being disturbed , they should call us on 0207 525 5777.

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Noise & Nuisance Team
Southwark Council
132 Queens Road
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martin.talbot@southwark.gov.uk

From: [Redacted]

Sent: Wednesday, June 16, 2021 11:09 AM

To: Noise and Nuisance

Cc: Alvyda Tumaite

Subject: RE: Noise Nuisance - Wazobia Restaurant, 670-672 Old Kent Rd, London SE15 1JF

Importance: High

Dear Sirs,

Please see the below follow up email that we have received from our Tenants that reside above the above-mentioned restaurant.

We have a number of concerns here, not just to mention the anti-social behaviour towards our Tenant and the music being played in the very early hours, but the apparent lack of law abiding in respect of government guidance in response to the Covid-19 Pandemic.

It is abundantly clear that there is total disregard for the law and we wish to question whether the restaurant has a licence to be able to operate as it does until the early hours of the morning, mindful of what we are all experiencing.

There have been no end of documented reports concerning these types of similar gatherings in the press, and draw your attention to the below by way of an example:

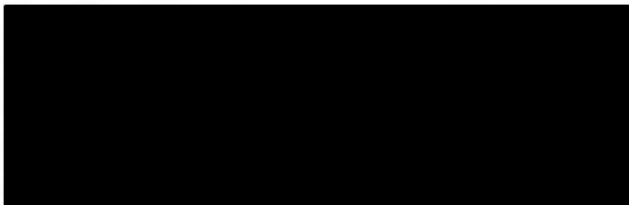
<https://news.met.police.uk/news/police-break-up-rave-at-lambeth-nightclub-in-breach-of-covid-rules-427543>

As you can see our Tenant is seeking to terminate their agreement having only just recently moved in, which causes no end of problems for our organisation.

In the first instance we are writing to you for your comments and proposals in dealing with the clear and continued noise nuisance affecting our Tenants and their quiet enjoyment of their property.

We look forward to your swift response and advice of next steps.

Kind regards,



Submit your maintenance request

Report Now

From: [Redacted]
Sent: 16 June 2021 08:46
To: [Redacted]
Cc: [Redacted]
Subject: Re: Noise Nuisance

Hello,

This is a follow up email regarding the progress of the noise from the DJ from the restaurant Wazobia directly downstairs. Unfortunately, it hasn't made any improvement. We have contacted the council, who have send their officers round but have told us they're unable to directly approach the owner, due to Covid regulations but they were able to send him a letter. We have tried to combat this via the council several times, with no luck.

At first it was just the TV which was at the highest volume and the bass disturbed sleep in our home. I had an issue with that one time in April. However that was a tiny taster of what it's like every Friday and Saturday evening with a DJ on a mic with a heavy based speaker up until 3am/4am. Which is the problem we have not.

Additionally, we contacted the police about the violation of Covid rules. I'm sure we were advised by someone ill informed as they assured us that the bar was well within their rights to have people up and dancing. They also put

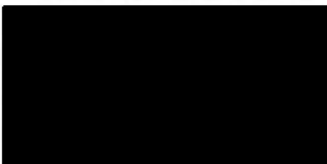
their shutters down during the duration of these parties which tells you all you need to know, as they open in day dining hours. As someone who works in hospitality I know that customers are required to remain seated during service in a restaurant until Boris advises us otherwise.

We are still going to be persistent with the council/police as this disturbance isn't minor.

Over the last few weeks we have had intense conversation with the owner who reminds us how long he's been there, and seems to think we have a personal issue with him. All we would like, kindly, is the music to be a reasonable level between 11pm -6am, due to studies and work. We did set a level with him, to tell the DJ to play the music at, however by 12am-4am this level is completely ignored.

Again we would like to request to cancel or move our lease to another flat in this building, or otherwise, so we're not directly above the on going noise.

It is effecting the well being of the three of us in the flat. We have a nightmare neighbour who we were not informed ran a loud, bar setting establishment. We will be unable to live this way until April, as our landlord we need you to take action please.



On 29 May 2021, at 09:27, Luke Adams <l.adams@ppg.co.uk> wrote:

Dear 

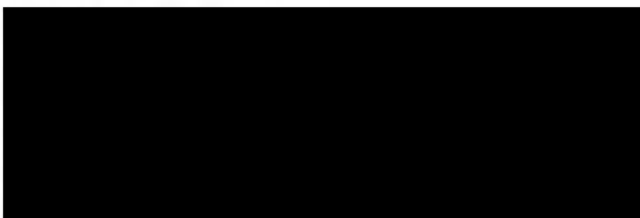
Thank you for the below and we are sorry to learn of your recent experiences.


We are shocked to hear of this and more so at the response of the Manager.

In the first instance I would suggest notifying both the police and Southwark environmental control over the issue as they will have the rights to issue any sanctions on the owners below. There should also be questions over the trading hours and current Covid restrictions I would have thought.


We will happily support any claim you make, please do keep us informed and Alvyda will follow up with you early next week.

Kind regards,



On 29 May 2021, at 08:26,  wrote:

Hello,

I am emailing from 

We live directly on top of the restaurant Wazobia. We were not made aware by you, or any other party until we got here that they would play ridiculously loud music via a DJ from 10:30pm-4am every Friday, Saturday and bank holiday. Of we had that

information, as students we would've made a decision based on that. To our knowledge it was a typical restaurant, unaware it doubled as a club setting.

Our flat and appliances shake from the bass downstairs, we can hear word for word what the DJ shouts through the mic.

We have had several face-to-face conversations and text message disputes about the noise disruptions with the Manager of the restaurant...

However he is unprofessional and very disrespectful in the manner in which he speaks to us, when all we ask is that the music turned down (which it isn't). He assured us this would continue for the duration of our stay here, and threatened to have us kicked out for continuing to ask him to turn it down. He also used personal and inappropriate details to try and divert attention from the issue, such as race.

We would like to request to cancel or move our lease to another flat in this building, or otherwise, so we're not directly above the on going noise.

It is directly affecting the wellbeing and livelihoods of members of the flat. It's exam season at university and I work full time on little sleep due to the disturbance.

Please contact me ASAP about this issue. Alternatively I can come to the offices to talk about the problem face to face.



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[REDACTED]

From: [REDACTED]
Sent: 12 July 2023 15:53
To: [REDACTED]
Cc: [REDACTED]
Subject: Noise Nuisance - Wazobia Restaurant, 670-672 Old Kent Rd, London SE15 1JF
Importance: High
Tracking: Recipient Read
licensing@southwark.gov.uk

Read: 12/07/2023 16:01

Read: 12/07/2023 15:54

Dear Sirs,

We hope that this email finds you well.

We wish to bring to your attention an on-going matter with regard to the above-mentioned restaurant - situated below five residential apartments that we, Space Investments Limited, own on a long leasehold basis. We manage the properties ourselves.

The restaurant becomes a night club from Thursday night onwards, causing severe noise nuisance to our properties, the residents above and surrounding neighbour properties. Noise and vibrations are felt from the ground up with constant thuds of music and is a huge disturbance to residents in the apartments. There are often frequent gatherings outside the restaurant too, that are intimidating to our residents, who are complaining to us that they feel too unsafe to leave/enter their home. In some instances, there have been threats of violence towards our Tenants where the Police have also been contacted.

We have been in continuous contact with Southwark Noise and Nuisance/Environmental Health for over 6 years (all documented), as have the residents of the above-mentioned flats. We are aware of number of officers visits to witness the noise during the early hours, and outside of any licenced timings. A noise abatement notice has also been issued to the owner of Wazobia Restaurant, yet this had no affect and if anything matters are now worse.

We also engaged with the Superior Landlord (Freeholder) in regard to their Tenant (Wazobia); but they have shown little interest in reviewing as are more concerned with having the unit occupied and collecting rent.

The constant noise has a huge impact on our Tenants health, safety and general wellbeing. Our residents have lost hope over the poor response from Southwark Noise and Nuisance team and instead of seeking assistance from the borough, who should support them; simply opt to break their tenancy agreements early and move out.

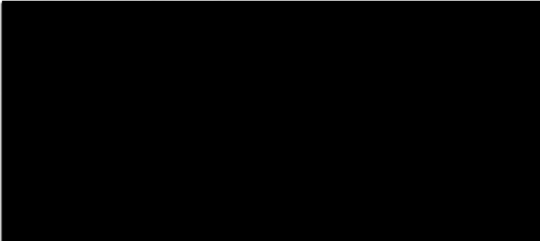
As you can appreciate this is a tiresome and stressful process for all concerned and becoming a financial burden to us each time a Tenant seeks to want to vacate. We are concerned that the continuation of this matter is making our properties un-lettable and are likely to incur significant losses as a consequence. We are taking legal advice on the

matter concerning the restaurant on the ground floor, as yet more cost, and also seeking expert witness noise and nuisance consultancy in further proving our claim.

We are writing to you for your comments and proposals in dealing with the clear and continued noise nuisance affecting our Tenants and their quiet enjoyment of their property. We hope to be able to engage with you swiftly as the problem persists and needs your support.

We should be grateful for your comments and swift response in this urgent matter.

Kind regards,



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The Passion Property Group Limited, Registered in England, 2528715



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[REDACTED]

From: Noise and Nuisance <noiseandnuisance@southwark.gov.uk>
Sent: 13 July 2023 12:52
To: [REDACTED]
Cc: Magbadelo, Peter
Subject: RE: Noise Nuisance - Wazobia Restaurant, 670-672 Old Kent Rd, London SE15 1JF

Follow Up Flag: Follow up
Flag Status: Completed

Dear [REDACTED]

It may help in the first instance if I explained :

The Council deals with noise, and other associated problems by means of Statutory Nuisance . In that the problem is witnessed by an authorised officer, and in their opinion, the nuisance from one property would in the opinion of the officer, affect the average person's use or enjoyment of that property.

Various criteria are taken into consideration, volume and characteristic of the noise, time of day and duration, as well as the area.

Only what the officer witness's during their visit can be taken into consideration, allowing for the time of day and other variables.

If the issues witnessed are not within the remit of the team, we will pass the information to any relevant team or organisation, if any.

The pertinent point is that all problems have to be witnessed by the authorised officer, if we are to take action.

I have looked through or records, these show that all our responses to complaints made against this location.

Follow the primary legislation, the guidance issued, the enforcement concordat and the relevant case law.

Since the Notice was issued, there have been a number of complaints, but no further "Statutory Noise Nuisance", has been witnessed.

Thus currently, there is no further action that can be taken in this matter.

Thus all I can advise, if that one of your residents feels that they are being disturbed, they should call us when it is happening on 0207 525 5777.

Our operation times are as follows:

7.00 am Friday through to 2.30 am Tuesday, and then 7.00am through to 2.30am the following morning on Tuesday, Wednesday & Thursday."

We will not obviously be able to attend ever call and witness a nuisance.

You could, if you so wish financially support your residents, should they wish to expedite this matter by taking their own legal action in this matter

Martin Talbot, Team Leader
Noise & Nuisance Team
Southwark Council
132 Queens Road
SE15 2HP
Mobile :07985 213538
direct tel: 0207 525 2450
team tel : 0207 525 3171
martin.talbot@southwark.gov.uk

From: [REDACTED]
Sent: Wednesday, July 12, 2023 3:53 PM

Cc: [REDACTED]
Subject: Noise Nuisance - Wazobia Restaurant, 670-672 Old Kent Rd, London SE15 1JF
Importance: High

Dear Sirs,

We hope that this email finds you well.

We wish to bring to your attention an on-going matter with regard to the above-mentioned restaurant - situated below five residential apartments that we, Space Investments Limited, own on a long leasehold basis. We manage the properties ourselves.

The restaurant becomes a night club from Thursday night onwards, causing severe noise nuisance to our properties, the residents above and surrounding neighbour properties. Noise and vibrations are felt from the ground up with constant thuds of music and is a huge disturbance to residents in the apartments. There are often frequent gatherings outside the restaurant too, that are intimidating to our residents, who are complaining to us that they feel too unsafe to leave/enter their home. In some instances, there have been threats of violence towards our Tenants where the Police have also been contacted.

We have been in continuous contact with Southwark Noise and Nuisance/Environmental Health for over 6 years (all documented), as have the residents of the above-mentioned flats. We are aware of number of officers visits to witness the noise during the early hours, and outside of any licenced timings. A noise abatement notice has also been issued to the owner of Wazobia Restaurant, yet this had no affect and if anything matters are now worse.

We also engaged with the Superior Landlord (Freeholder) in regard to their Tenant (Wazobia); but they have shown little interest in reviewing as are more concerned with having the unit occupied and collecting rent.

The constant noise has a huge impact on our Tenants health, safety and general wellbeing. Our residents have lost hope over the poor response from Southwark Noise and Nuisance team and instead of seeking assistance from the borough, who should support them; simply opt to break their tenancy agreements early and move out.

As you can appreciate this is a tiresome and stressful process for all concerned and becoming a financial burden to us each time a Tenant seeks to want to vacate. We are concerned that the continuation of this matter is making our properties un-lettable and are likely to incur significant losses as a consequence. We are taking legal advice on the matter concerning the restaurant on the ground floor, as yet more cost, and also seeking expert witness noise and nuisance consultancy in further proving our claim.

We are writing to you for your comments and proposals in dealing with the clear and continued noise nuisance affecting our Tenants and their quiet enjoyment of their property. We hope to be able to engage with you swiftly as the problem persists and needs your support.

We should be grateful for your comments and swift response in this urgent matter.

Kind regards,



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From: Alvyda Tumaite
Sent: 14 July 2023 15:03
To:



Cc:
Subject: RE: Noise Nuisance - Wazobia Restaurant, 670-672 Old Kent Rd, London SE15 1JF
Attachments: RE: Noise Nuisance - Wazobia Restaurant, 670-672 Old Kent Rd, London SE15 1JF

Importance: High

Tracking: **Recipient** **Read**
Noise and Nuisance



Read: 14/07/2023 15:10

Read: 14/07/2023 15:04

Dear Martin,

Thank you for your timely response, sincerely appreciated.

Regretfully your email and tone is rather disappointing and to put it mildly, woolly!

We note your comments on 'Statutory Nuisance', though could you please assist further in helping our understanding of this paragraph:

"I have looked through or records, these show that all our responses to complaints made against this location. Follow the primary legislation, the guidance issued, the enforcement concordat and the relevant case law."

Since the Notice was issued, there have been a number of complaints, but no further "Statutory Noise Nuisance", has been witnessed.

This seems to confirm that you have attended the above referred to property on several occasions and are therefore aware of the on-going matter regards to noise nuisance. Please confirm.

Your department has been notified on several occasions as to the 'statutory nuisance' being caused by the restaurant on the ground floor. Our residents have called and complained during the early hours to report this and we have provided you with sound recordings of the disturbance too. Our opinion is that this case is concrete and will stand up in court. Furthermore, per our initial email we are seeking independent professional recordings of the continuing nuisance, which will not only strengthen our case, but demonstrate your failings.

Is it reasonable to expect our Tenants to continue to call your department at 3am in the morning? Is it reasonable for us to surrender our Tenancy agreements and seek to re-let the property at significant expense to us, compounded by current economic climate?

We are seeking to obtain support from you and your peers with this matter. We are concerned at the lack of support to date and again seems as though we are being 'fobbed' off with the below response.

Please regard this email and that of 12th July 2023 (below) as a formal complaint from each of the 5 properties directly affected by the severe noise nuisance being caused by the restaurant. We need to understand what action you will be taking this weekend and every weekend until you can demonstrate without a margin of any doubt that there is no nuisance being caused.

For the time being we will seek to ignore this comment:

"You could, if you so wish financially support your residents, should they wish to expedite this matter by taking their own legal action in this matter"

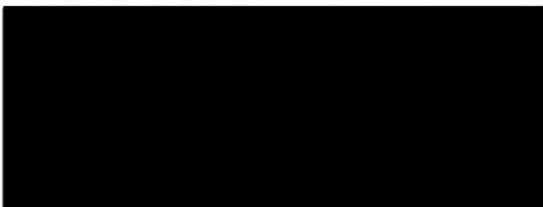
Although reserve the right to be able to reference it in the future, should we need.

For the avoidance of any doubt; please be assured that this matter will not go away, so please assure us that you are giving us the proper 'statutory' attention it deserves!

We have copied seniors within the Local Authority including the local MP in case this should go amiss.

We look forward to your cooperation and swift response.

Kind regards,



Submit your maintenance request

Report Now

From: Noise and Nuisance <noiseandnuisance@southwark.gov.uk>

Sent: Thursday, July 13, 2023 12:52 PM

To: [Redacted]

Cc: Magbadelo, Peter <Peter.Magbadelo@southwark.gov.uk>

Subject: RE: Noise Nuisance - Wazobia Restaurant, 670-672 Old Kent Rd, London SE15 1JF

Dear [Redacted]

It may help in the first instance if I explained :

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Southwark Council
132 Queens Road
SE15 2HP
Mobile :07985 213538
direct tel: 0207 525 2450
team tel : 0207 525 3171
martin.talbot@southwark.gov.uk

From:

Sent: Wednesday, July 12, 2023 3:53 PM

Subject: Noise Nuisance - Wazobia Restaurant, 670-672 Old Kent Rd, London SE15 1JF

Importance: High

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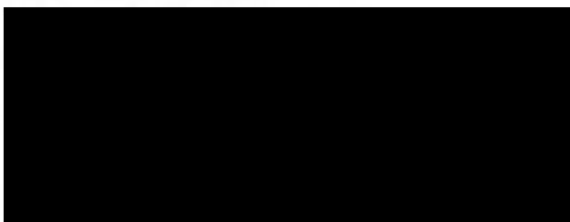
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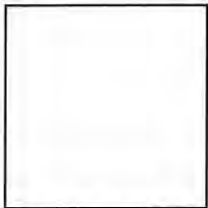
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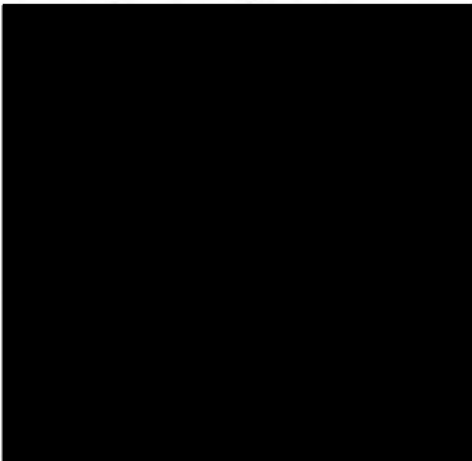
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From: [Redacted]
Sent: 25 July 2023 16:30
To: 'Noise and Nuisance'; 'licensing@southwark.gov.uk'; [Redacted]
Cc: [Redacted]
Subject: RE: Noise Nuisance - Wazobia Restaurant, 670-672 Old Kent Rd, London SE15 1JF

Importance: High

Tracking: **Recipient** **Read**
'Noise and Nuisance'
'licensing@southwark.gov.uk'



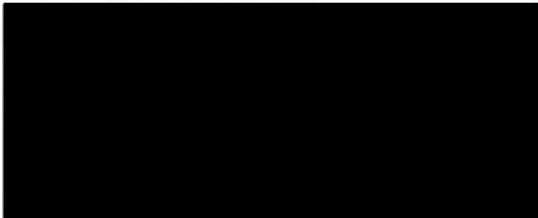
Read: 26/07/2023 13:10

Read: 25/07/2023 17:18

Dear Martin,

Further to your lack of response or even curtesy of a reply to the below, we assume that this confirms your negligence in dealing with complaints of this nature and therefore reserve the right to use this against you as the matter escalates through the legal channels.

Kind regards,



Submit your maintenance request

Report Now

From: Alvyda Tumaite

Sent: Friday, July 14, 2023 3:03 PM

To: Noise and Nuisance <noiseandnuisance@southwark.gov.uk>; licensing@southwark.gov.uk;

Subject: RE: Noise Nuisance - Wazobia Restaurant, 670-672 Old Kent Rd, London SE15 1JF

Importance: High

Dear Martin,

Thank you for your timely response, sincerely appreciated.

Regretfully your email and tone is rather disappointing and to put it mildly, woolly!

We note your comments on 'Statutory Nuisance', though could you please assist further in helping our understanding of this paragraph:

"I have looked through or records, these show that all our responses to complaints made against this location. Follow the primary legislation, the guidance issued, the enforcement concordat and the relevant case law."

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Your department has been notified on several occasions as to the 'statutory nuisance' being caused by the restaurant on the ground floor. Our residents have called and complained during the early hours to report this and we have provided you with sound recordings of the disturbance too. Our opinion is that this case is concrete and will stand up in court. Furthermore, per our initial email we are seeking independent professional recordings of the continuing nuisance, which will not only strengthen our case, but demonstrate your failings.

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We are seeking to obtain support from you and your peers with this matter. We are concerned at the lack of support to date and again seems as though we are being 'fobbed' off with the below response.

Please regard this email and that of 12th July 2023 (below) as a formal complaint from each of the 5 properties directly affected by the severe noise nuisance being caused by the restaurant. We need to understand what action you will be taking this weekend and every weekend until you can demonstrate without a margin of any doubt that there is no nuisance being caused.

For the time being we will seek to ignore this comment:

"You could, if you so wish financially support your residents, should they wish to expedite this matter by taking their own legal action in this matter"

Although reserve the right to be able to reference it in the future, should we need.

For the avoidance of any doubt; please be assured that this matter will not go away, so please assure us that you are giving us the proper 'statutory' attention it deserves!

We have copied seniors within the Local Authority including the local MP in case this should go amiss.

We look forward to your cooperation and swift response.

Kind regards,



Submit your maintenance request

Report Now

From: Noise and Nuisance <noiseandnuisance@southwark.gov.uk>

Sent: Thursday, July 13, 2023 12:52 PM

To: [Redacted]

Cc: Magbadelo, Peter <Peter.Magbadelo@southwark.gov.uk>

Subject: RE: Noise Nuisance - Wazobia Restaurant, 670-672 Old Kent Rd, London SE15 1JF

Dear [Redacted]

It may help in the first instance if I explained :

The Council deals with noise, and other associated problems by means of Statutory Nuisance . In that the problem is witnessed by an authorised officer, and in their opinion, the nuisance from one property would in the opinion of the officer, affect the average person's use or enjoyment of that property.

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I have looked through or records, these show that all our responses to complaints made against this location.

Follow the primary legislation, the guidance issued, the enforcement concordat and the relevant case law.

Since the Notice was issued, there have been a number of complaints, but no further "Statutory Noise Nuisance", has been witnessed.

Thus currently, there is no further action that can be taken in this matter.

Thus all I can advise, if that one of your residents feels that they are being disturbed, they should call us when it is happening on 0207 525 5777.

Our operation times are as follows:

7.00 am Friday through to 2.30 am Tuesday, and then 7.00am through to 2.30am the following morning on Tuesday, Wednesday & Thursday.”

We will not obviously be able to attend ever call and witness a nuisance.

You could, if you so wish financially support your residents, should they wish to expedite this matter by taking their own legal action in this matter

Martin Talbot, Team Leader
Noise & Nuisance Team
Southwark Council
132 Queens Road
SE15 2HP
Mobile :07985 213538
direct tel: 0207 525 2450
team tel : 0207 525 3171
martin.talbot@southwark.gov.uk

From: [REDACTED]

Sent: Wednesday, July 12, 2023 3:53 PM

Subject: Noise Nuisance - Wazobia Restaurant, 670-672 Old Kent Rd, London SE15 1JF

Importance: High

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The restaurant becomes a night club from Thursday night onwards, causing severe noise nuisance to our properties, the residents above and surrounding neighbour properties. Noise and vibrations are felt from the ground up with constant thuds of music and is a huge disturbance to residents in the apartments. There are often frequent gatherings outside the restaurant too, that are intimidating to our residents, who are complaining to us that they feel too unsafe to leave/enter their home. In some instances, there have been threats of violence towards our Tenants where the Police have also been contacted.

We have been in continuous contact with Southwark Noise and Nuisance/Environmental Health for over 6 years (all documented), as have the residents of the above-mentioned flats. We are aware of number of officers visits to witness the noise during the early hours, and outside of any licenced timings. A noise abatement notice has also been issued to the owner of Wazobia Restaurant, yet this had no affect and if anything matters are now worse.

We also engaged with the Superior Landlord (Freeholder) in regard to their Tenant (Wazobia); but they have shown little interest in reviewing as are more concerned with having the unit occupied and collecting rent.

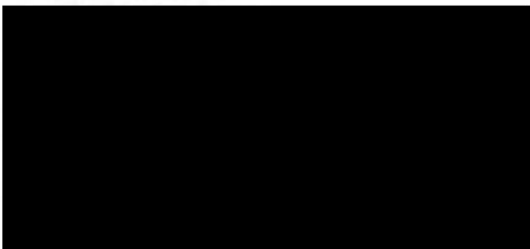
The constant noise has a huge impact on our Tenants health, safety and general wellbeing. Our residents have lost hope over the poor response from Southwark Noise and Nuisance team and instead of seeking assistance from the borough, who should support them; simply opt to break their tenancy agreements early and move out.

As you can appreciate this is a tiresome and stressful process for all concerned and becoming a financial burden to us each time a Tenant seeks to want to vacate. We are concerned that the continuation of this matter is making our properties un-lettable and are likely to incur significant losses as a consequence. We are taking legal advice on the matter concerning the restaurant on the ground floor, as yet more cost, and also seeking expert witness noise and nuisance consultancy in further proving our claim.

We are writing to you for your comments and proposals in dealing with the clear and continued noise nuisance affecting our Tenants and their quiet enjoyment of their property. We hope to be able to engage with you swiftly as the problem persists and needs your support.

We should be grateful for your comments and swift response in this urgent matter.

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The Maxwell Property Group Limited, Registered in England - 3038718



Submit your maintenance request

Report Now

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[REDACTED]

From: Noise and Nuisance <noiseandnuisance@southwark.gov.uk>
Sent: 26 July 2023 11:30
To: [REDACTED]
Subject: RE: Noise Nuisance - Wazobia Restaurant, 670-672 Old Kent Rd, London SE15 1JF

Follow Up Flag: Follow up
Flag Status: Completed

Dear [REDACTED]

As I have explained, there is no evidence to support any action above what has been taken to date.

Thus as previously advised, residents should call us when they feel they are being affected.

If the noise can be witnessed, and it fills the required criteria to be a "Statutory Nuisance".

We will then take the appropriate action.

Martin Talbot, Team Leader
Noise & Nuisance Team
Southwark Council
132 Queens Road
SE15 2HP

From: [REDACTED]
Sent: Tuesday, July 25, 2023 4:30 PM

[REDACTED]

Subject: RE: Noise Nuisance - Wazobia Restaurant, 670-672 Old Kent Rd, London SE15 1JF

Importance: High

Dear Martin,

Further to your lack of response or even courtesy of a reply to the below, we assume that this confirms your negligence in dealing with complaints of this nature and therefore reserve the right to use this against you as the matter escalates through the legal channels.

Kind regards,



Sent: Friday, July 14, 2023 3:03 PM

To: Noise and Nuisance <noiseandnuisance@southwark.gov.uk>; licensing@southwark.gov.uk;

Subject: RE: Noise Nuisance - Wazobia Restaurant, 670-672 Old Kent Rd, London SE15 1JF

Importance: High

Dear Martin,

Thank you for your timely response, sincerely appreciated.

Regretfully your email and tone is rather disappointing and to put it mildly, woolly!

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This seems to confirm that you have attended the above referred to property on several occasions and are therefore aware of the on-going matter regards to noise nuisance. Please confirm.

Your department has been notified on several occasions as to the 'statutory nuisance' being caused by the restaurant on the ground floor. Our residents have called and complained during the early hours to report this and we have provided you with sound recordings of the disturbance too. Our opinion is that this case is concrete and will stand up in court. Furthermore, per our initial email we are seeking independent professional recordings of the continuing nuisance, which will not only strengthen our case, but demonstrate your failings.

Is it reasonable to expect our Tenants to continue to call your department at 3am in the morning? Is it reasonable for us to surrender our Tenancy agreements and seek to re-let the property at significant expense to us, compounded by current economic climate?

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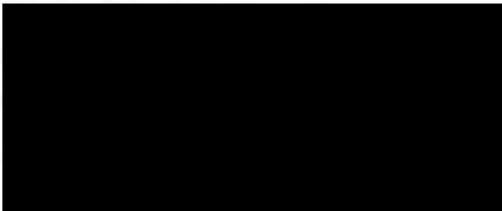
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Cc: Magbadelo, Peter <Peter.Magbadelo@southwark.gov.uk>

Subject: RE: Noise Nuisance - Wazobia Restaurant, 670-672 Old Kent Rd, London SE15 1JF

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Mobile :07985 213538
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team tel : 0207 525 3171
martin.talbot@southwark.gov.uk

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Importance: High

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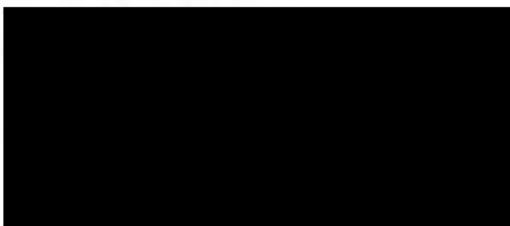
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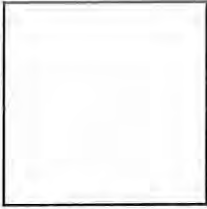
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Links contained in this email have been replaced. If you click on a link in the email above, the link will be analyzed for known threats. If a known threat is found, you will not be able to proceed to the destination. If suspicious content is detected, you will see a warning.

[REDACTED]

From:

Sent:

26 July 2023 12:11

To:

Cc:

Subject:

RE: Noise Nuisance - Wazobia Restaurant, 670-672 Old Kent Rd, London SE15 1JF

Importance:

High

Tracking:

Recipient

Read

'Noise and Nuisance'

'licensing@southwark.gov.uk'

Read: 26/07/2023 12:17

Read: 26/07/2023 12:24

Dear Martin,

We are deeply concerned by your response, which again clearly confirms the inadequacies of you and your department at LBS in dealing with noise nuisance within the borough.

You have yet again failed to acknowledge the issue, which you are aware has been going on for more than 5 YEARS. This is meticulously documented and evidenced against you.

For the reasons outlined in our last email, we completely disagree with your comments below. There is an on-going **Statutory Nuisance**.

We are also concerned that you are not responding with your peers in copy and unless this is given the full attention it deserves, we will need to consider lodging a formal complaint to the borough for your negligence in dealing with such a serious matter.

We look forward to your swift and **meaningful** response with proposed actions by close of play Friday 28th July.

Kind regards,

A: 15 Theed Street, London, SE1 8ST



Submit your maintenance request

Report Now

From: Noise and Nuisance <noiseandnuisance@southwark.gov.uk>

Sent: Wednesday, July 26, 2023 11:30 AM

Subject: RE: Noise Nuisance - Wazobia Restaurant, 670-672 Old Kent Rd, London SE15 1JF

Dear [REDACTED]

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If the noise can be witnessed, and it for fills the required criteria to be a "Statutory Nuisance".

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Martin Talbot, Team Leader
Noise & Nuisance Team
Southwark Council
132 Queens Road
SE15 2HP

From: [REDACTED]

Sent: Tuesday, July 25, 2023 4:30 PM

To: Noise and Nuisance <noiseandnuisance@southwark.gov.uk>; Regen, Licensing

Subject: RE: Noise Nuisance - Wazobia Restaurant, 670-672 Old Kent Rd, London SE15 1JF

Importance: High

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Sent: Friday, July 14, 2023 3:03 PM

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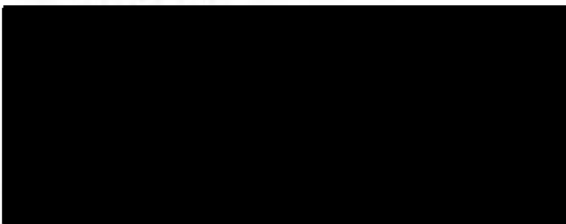
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Cc: Magbadelo, Peter <Peter.Magbadelo@southwark.gov.uk>

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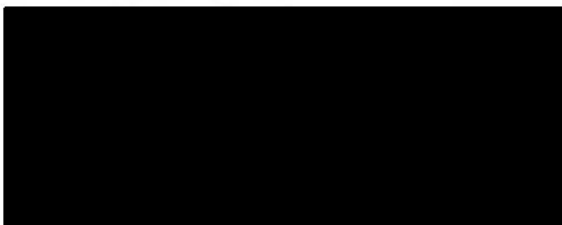
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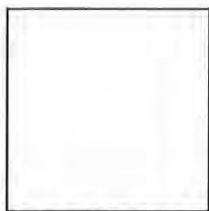
The Essex Property Group Limited. Registered in England, 02833187



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From: Williams, Justin <Justin.Williams@southwark.gov.uk>
Sent: 26 July 2023 15:40
To: Alvyda Tumaite
Subject: FW: Noise Nuisance - Wazobia Restaurant, 670-672 Old Kent Rd, London SE15 1JF

Importance: High

Follow Up Flag: Follow up
Flag Status: Completed

Dear [REDACTED]

Thank you for your complaint with regards to the above premises, I apologise for the delay in responding to you. I can confirm from a licensing perspective that we are monitoring the premises, I can confirm that licensing colleagues of mine attended the premises last weekend to carry out observations no issues were witnessed.

I appreciate your main concern is a noise nuisance problem and you have correctly contacted the noise team to investigate. I can advise you from a licensing perspective that as you are an "interested party" if you believe a licensed premises is not promoting one of the four licensing objectives you can make an application to the licensing unit for the premises licence to be reviewed.

A review can lead to the premises licence either being suspended, licensable activities being curtailed or removed, onerous conditions being imposed on the licence or the premises licence being revoked.

I have attached a link below for your perusal, if this is something you are considering I would strongly urge you to seek legal advice before starting your application:

<https://www.southwark.gov.uk/business/licences/business-premises-licensing/beer-club-licences/refreshment-and-entertainment-licences/review-of-an-existing-premises-licence>

In the meantime the premises will be monitored, we can only take enforcement action if an officer witnesses the premises breaching their premises licence. If you have any queries or concerns please do not hesitate to contact me.

With regards

Justin Williams ACILEx

Licensing Enforcement Officer

Regulatory Services

Southwark Council

0207 525 2436

Justin.Williams@southwark.gov.uk

Licensing, Health & Safety, Hub 1, 3rd Floor, 160 Tooley Street, SE1 2QH

From: [REDACTED]

Sent: Wednesday, July 26, 2023 12:11 PM

To: Noise and Nuisance <noiseandnuisance@southwark.gov.uk>; Regen, Licensing

Subject: RE: Noise Nuisance - Wazobia Restaurant, 670-672 Old Kent Rd, London SE15 1JF

Importance: High

Dear Martin,

We are deeply concerned by your response, which again clearly confirms the inadequacies of you and your department at LBS in dealing with noise nuisance within the borough.

You have yet again failed to acknowledge the issue, which you are aware has been going on for more than 5 YEARS. This is meticulously documented and evidenced against you.

For the reasons outlined in our last email, we completely disagree with your comments below. There is an on-going **Statutory Nuisance**.

We are also concerned that you are not responding with your peers in copy and unless this is given the full attention it deserves, we will need to consider lodging a formal complaint to the borough for your negligence in dealing with such a serious matter.

We look forward to your swift and **meaningful** response with proposed actions by close of play Friday 28th July.

Kind regards,

 **Passion**
PROPERTY GROUP



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From: Noise and Nuisance <noiseandnuisance@southwark.gov.uk>

Sent: Wednesday, July 26, 2023 11:30 AM

To: [REDACTED]

Subject: RE: Noise Nuisance - Wazobia Restaurant, 670-672 Old Kent Rd, London SE15 1JF

Dear [REDACTED]

As I have explained, there is no evidence to support any action above what has been taken to date.

Thus as previously advised, residents should call us when they feel they are being affected.

If the noise can be witnessed, and it for fills the required criteria to be a "Statutory Nuisance".

We will then take the appropriate action.

Martin Talbot, Team Leader
Noise & Nuisance Team
Southwark Council
132 Queens Road
SE15 2HP

From: [REDACTED]

Sent: Tuesday, July 25, 2023 4:30 PM

To: Noise and Nuisance <noiseandnuisance@southwark.gov.uk>; Regen, Licensing

Subject: RE: Noise Nuisance - Wazobia Restaurant, 670-672 Old Kent Rd, London SE15 1JF

Importance: High

Dear Martin,

Further to your lack of response or even curtesy of a reply to the below, we assume that this confirms your negligence in dealing with complaints of this nature and therefore reserve the right to use this against you as the matter escalates through the legal channels.

Kind regards,

[REDACTED]



From: [REDACTED]

Sent: Friday, July 14, 2023 3:03 PM

To: Noise and Nuisance <noiseandnuisance@southwark.gov.uk>; licensing@southwark.gov.uk;

Subject: RE: Noise Nuisance - Wazobia Restaurant, 670-672 Old Kent Rd, London SE15 1JF

Importance: High

Dear Martin,

Thank you for your timely response, sincerely appreciated.

Regretfully your email and tone is rather disappointing and to put it mildly, woolly!

We note your comments on 'Statutory Nuisance', though could you please assist further in helping our understanding of this paragraph:

"I have looked through or records, these show that all our responses to complaints made against this location. Follow the primary legislation, the guidance issued, the enforcement concordat and the relevant case law."

Since the Notice was issued, there have been a number of complaints, but no further "Statutory Noise Nuisance", has been witnessed.

This seems to confirm that you have attended the above referred to property on several occasions and are therefore aware of the on-going matter regards to noise nuisance. Please confirm.

Your department has been notified on several occasions as to the 'statutory nuisance' being caused by the restaurant on the ground floor. Our residents have called and complained during the early hours to report this and we have provided you with sound recordings of the disturbance too. Our opinion is that this case is concrete and will stand up in court. Furthermore, per our initial email we are seeking independent professional recordings of the continuing nuisance, which will not only strengthen our case, but demonstrate your failings.

Is it reasonable to expect our Tenants to continue to call your department at 3am in the morning? Is it reasonable for us to surrender our Tenancy agreements and seek to re-let the property at significant expense to us, compounded by current economic climate?

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Please regard this email and that of 12th July 2023 (below) as a formal complaint from each of the 5 properties directly affected by the severe noise nuisance being caused by the restaurant. We need to understand what action you will be taking this weekend and every weekend until you can demonstrate without a margin of any doubt that there is no nuisance being caused.

For the time being we will seek to ignore this comment:

"You could, if you so wish financially support your residents, should they wish to expedite this matter by taking their own legal action in this matter"

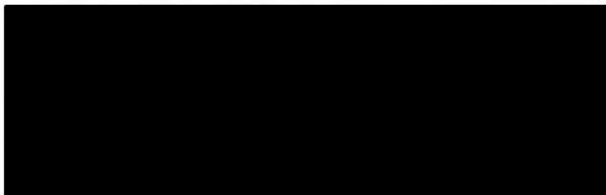
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For the avoidance of any doubt; please be assured that this matter will not go away, so please assure us that you are giving us the proper 'statutory' attention it deserves!

We have copied seniors within the Local Authority including the local MP in case this should go amiss.

We look forward to your cooperation and swift response.

Kind regards,



Submit your maintenance request

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From: Noise and Nuisance <noiseandnuisance@southwark.gov.uk>

Sent: Thursday, July 13, 2023 12:52 PM

To: [Redacted]

Cc: Magbadelo, Peter <Peter.Magbadelo@southwark.gov.uk>

Subject: RE: Noise Nuisance - Wazobia Restaurant, 670-672 Old Kent Rd, London SE15 1JF

Dear [Redacted]

It may help in the first instance if I explained :

The Council deals with noise, and other associated problems by means of Statutory Nuisance . In that the problem is witnessed by an authorised officer, and in their opinion, the nuisance from one property would in the opinion of the officer, affect the average person's use or enjoyment of that property.

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If the issues witnessed are not within the remit of the team, we will pass the information to any relevant team or organisation, if any.

The pertinent point is that all problems have to be witnessed by the authorised officer, if we are to take action.

I have looked through or records, these show that all our responses to complaints made against this location.

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Since the Notice was issued, there have been a number of complaints, but no further "Statutory Noise Nuisance", has been witnessed.

Thus currently, there is no further action that can be taken in this matter.

Thus all I can advise, if that one of your residents feels that they are being disturbed, they should call us when it is happening on 0207 525 5777.

Our operation times are as follows:

7.00 am Friday through to 2.30 am Tuesday, and then 7.00am through to 2.30am the following morning on Tuesday, Wednesday & Thursday."

We will not obviously be able to attend ever call and witness a nuisance.

You could, if you so wish financially support your residents, should they wish to expedite this matter by taking their own legal action in this matter

Martin Talbot, Team Leader
Noise & Nuisance Team
Southwark Council
132 Queens Road
SE15 2HP
Mobile :07985 213538
direct tel: 0207 525 2450
team tel : 0207 525 3171
martin.talbot@southwark.gov.uk

From: [REDACTED]

Sent: Wednesday, July 12, 2023 3:53 PM

Subject: Noise Nuisance - Wazobia Restaurant, 670-672 Old Kent Rd, London SE15 1JF

Importance: High

Dear Sirs,

We hope that this email finds you well.

We wish to bring to your attention an on-going matter with regard to the above-mentioned restaurant - situated below five residential apartments that we, Space Investments Limited, own on a long leasehold basis. We manage the properties ourselves.

The restaurant becomes a night club from Thursday night onwards, causing severe noise nuisance to our properties, the residents above and surrounding neighbour properties. Noise and vibrations are felt from the ground up with constant thuds of music and is a huge disturbance to residents in the apartments. There are often frequent gatherings outside the restaurant too, that are intimidating to our residents, who are complaining to us that they feel too unsafe to leave/enter their home. In some instances, there have been threats of violence towards our Tenants where the Police have also been contacted.

We have been in continuous contact with Southwark Noise and Nuisance/Environmental Health for over 6 years (all documented), as have the residents of the above-mentioned flats. We are aware of number of officers visits to witness the noise during the early hours, and outside of any licenced timings. A noise abatement notice has also been issued to the owner of Wazobia Restaurant, yet this had no affect and if anything matters are now worse.

We also engaged with the Superior Landlord (Freeholder) in regard to their Tenant (Wazobia); but they have shown little interest in reviewing as are more concerned with having the unit occupied and collecting rent.

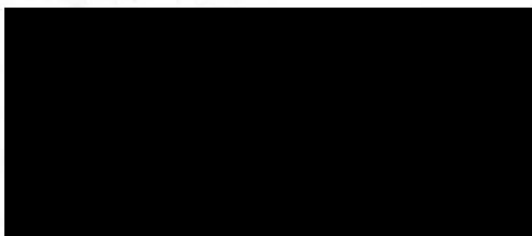
The constant noise has a huge impact on our Tenants health, safety and general wellbeing. Our residents have lost hope over the poor response from Southwark Noise and Nuisance team and instead of seeking assistance from the borough, who should support them; simply opt to break their tenancy agreements early and move out.

As you can appreciate this is a tiresome and stressful process for all concerned and becoming a financial burden to us each time a Tenant seeks to want to vacate. We are concerned that the continuation of this matter is making our properties un-lettable and are likely to incur significant losses as a consequence. We are taking legal advice on the matter concerning the restaurant on the ground floor, as yet more cost, and also seeking expert witness noise and nuisance consultancy in further proving our claim.

We are writing to you for your comments and proposals in dealing with the clear and continued noise nuisance affecting our Tenants and their quiet enjoyment of their property. We hope to be able to engage with you swiftly as the problem persists and needs your support.

We should be grateful for your comments and swift response in this urgent matter.

Kind regards,



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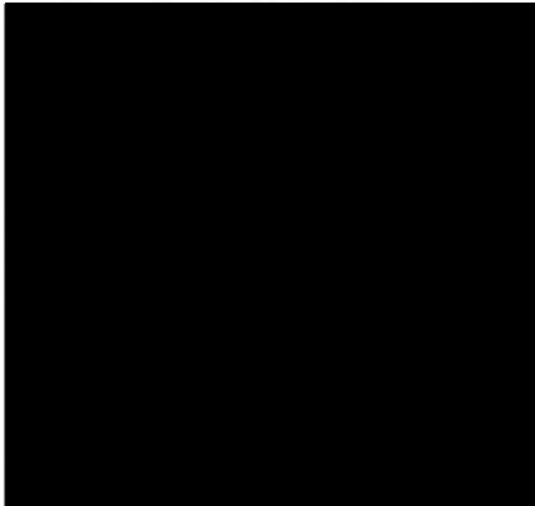
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From: [Redacted]
Sent: 26 July 2023 16:12
To: Williams, Justin; Noise and Nuisance; licensing@southwark.gov.uk; [Redacted]
Cc: [Redacted]
Subject: RE: Noise Nuisance - Wazobia Restaurant, 670-672 Old Kent Rd, London SE15 1JF
Importance: High
Tracking:

Recipient	Read
Williams, Justin	
Noise and Nuisance	



Read: 26/07/2023 16:13
Read: 26/07/2023 16:13

Dear Justin,

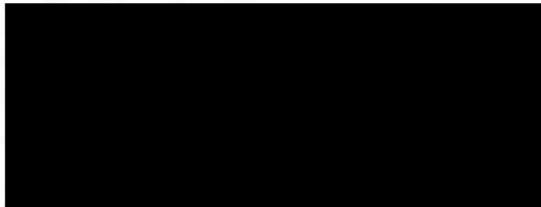
Thank you for your reply; appreciate the detailed response which offers more guidance than that we have received from your colleagues regards to the on-going Statutory Nuisance of noise.

We have already taken legal advice and given undertaking of cost to a barrister for review.

You should therefore not be surprised to hear that we will be taking this further requesting an urgent review of licence as to the on-going and continued breach.

I note your comments regards to a visit last weekend, can you please confirm which day and at what time you were on site?

Kind regards,



From: Williams, Justin <Justin.Williams@southwark.gov.uk>

Sent: Wednesday, July 26, 2023 3:40 PM

To: [REDACTED]

Subject: FW: Noise Nuisance - Wazobia Restaurant, 670-672 Old Kent Rd, London SE15 1JF

Importance: High

Dear [REDACTED]

Thank you for your complaint with regards to the above premises, I apologise for the delay in responding to you. I can confirm from a licensing perspective that we are monitoring the premises, I can confirm that licensing colleagues of mine attended the premises last weekend to carry out observations no issues were witnessed.

I appreciate your main concern is a noise nuisance problem and you have correctly contacted the noise team to investigate. I can advise you from a licensing perspective that as you are an "interested party" if you believe a licensed premises is not promoting one of the four licensing objectives you can make an application to the licensing unit for the premises licence to be reviewed.

A review can lead to the premises licence either being suspended, licensable activities being curtailed or removed, onerous conditions being imposed on the licence or the premises licence being revoked.

I have attached a link below for your perusal, if this is something you are considering I would strongly urge you to seek legal advice before starting your application:

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In the meantime the premises will be monitored, we can only take enforcement action if an officer witnesses the premises breaching their premises licence. If you have any queries or concerns please do not hesitate to contact me.

With regards

Justin Williams ACILEx

Licensing Enforcement Officer

Regulatory Services

Southwark Council

0207 525 2436

Justin.Williams@southwark.gov.uk

From: [REDACTED]
Sent: Wednesday, July 26, 2023 12:11 PM
To: Noise and Nuisance <noiseandnuisance@southwark.gov.uk>; Regen. Licensing

Subject: RE: Noise Nuisance - Wazobia Restaurant, 670-672 Old Kent Rd, London SE15 1JF
Importance: High

Dear Martin,

We are deeply concerned by your response, which again clearly confirms the inadequacies of you and your department at LBS in dealing with noise nuisance within the borough.

You have yet again failed to acknowledge the issue, which you are aware has been going on for more than 5 YEARS. This is meticulously documented and evidenced against you.

For the reasons outlined in our last email, we completely disagree with your comments below. There is an on-going **Statutory Nuisance**.

We are also concerned that you are not responding with your peers in copy and unless this is given the full attention it deserves, we will need to consider lodging a formal complaint to the borough for your negligence in dealing with such a serious matter.

We look forward to your swift and **meaningful** response with proposed actions by close of play Friday 28th July.

Kind regards,



From: Noise and Nuisance <noiseandnuisance@southwark.gov.uk>

Sent: Wednesday, July 26, 2023 11:30 AM

To: [REDACTED]

Subject: RE: Noise Nuisance - Wazobia Restaurant, 670-672 Old Kent Rd, London SE15 1JF

Dear [REDACTED]

As I have explained, there is no evidence to support any action above what has been taken to date.

Thus as previously advised, residents should call us when they feel they are being affected.

If the noise can be witnessed, and it for fills the required criteria to be a "Statutory Nuisance".

We will then take the appropriate action.

Martin Talbot, Team Leader
Noise & Nuisance Team
Southwark Council
132 Queens Road
SE15 2HP

From: [REDACTED]

Sent: Tuesday, July 25, 2023 4:30 PM

To: Noise and Nuisance <noiseandnuisance@southwark.gov.uk>; Regen, Licensing

[REDACTED]

Subject: RE: Noise Nuisance - Wazobia Restaurant, 670-672 Old Kent Rd, London SE15 1JF

Importance: High

Dear Martin,

Further to your lack of response or even curtesy of a reply to the below, we assume that this confirms your negligence in dealing with complaints of this nature and therefore reserve the right to use this against you as the matter escalates through the legal channels.

Kind regards,

[REDACTED]



From: [REDACTED]

Sent: Friday, July 14, 2023 3:03 PM

To: Noise and Nuisance <noiseandnuisance@southwark.gov.uk>; licensing@southwark.gov.uk;

Subject: RE: Noise Nuisance - Wazobia Restaurant, 670-672 Old Kent Rd, London SE15 1JF

Importance: High

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Regretfully your email and tone is rather disappointing and to put it mildly, woolly!

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"I have looked through or records, these show that all our responses to complaints made against this location. Follow the primary legislation, the guidance issued, the enforcement concordat and the relevant case law."

Since the Notice was issued, there have been a number of complaints, but no further "Statutory Noise Nuisance", has been witnessed.

This seems to confirm that you have attended the above referred to property on several occasions and are therefore aware of the on-going matter regards to noise nuisance. Please confirm.

Your department has been notified on several occasions as to the 'statutory nuisance' being caused by the restaurant on the ground floor. Our residents have called and complained during the early hours to report this and we have provided you with sound recordings of the disturbance too. Our opinion is that this case is concrete and will stand up in court. Furthermore, per our initial email we are seeking independent professional recordings of the continuing nuisance, which will not only strengthen our case, but demonstrate your failings.

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For the time being we will seek to ignore this comment:

"You could, if you so wish financially support your residents, should they wish to expedite this matter by taking their own legal action in this matter"

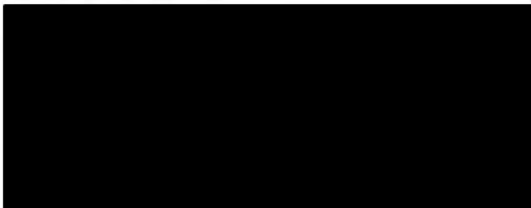
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Kind regards,



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From: Noise and Nuisance <noiseandnuisance@southwark.gov.uk>

Sent: Thursday, July 13, 2023 12:52 PM

To: [Redacted]

Cc: Magbadelo, Peter <Peter.Magbadelo@southwark.gov.uk>

Subject: RE: Noise Nuisance - Wazobia Restaurant, 670-672 Old Kent Rd, London SE15 1JF

Dear [Redacted]

It may help in the first instance if I explained :

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Martin Talbot, Team Leader
Noise & Nuisance Team
Southwark Council
132 Queens Road
SE15 2HP
Mobile :07985 213538
direct tel: 0207 525 2450
team tel : 0207 525 3171
martin.talbot@southwark.gov.uk

From: [REDACTED]

Sent: Wednesday, July 12, 2023 3:53 PM

[REDACTED]

Subject: Noise Nuisance – Wazobia Restaurant, 670-672 Old Kent Rd, London SE15 1JF

Importance: High

Dear Sirs,

We hope that this email finds you well.

We wish to bring to your attention an on-going matter with regard to the above-mentioned restaurant - situated below five residential apartments that we, Space Investments Limited, own on a long leasehold basis. We manage the properties ourselves.

The restaurant becomes a night club from Thursday night onwards, causing severe noise nuisance to our properties, the residents above and surrounding neighbour properties. Noise and vibrations are felt from the ground up with constant thuds of music and is a huge disturbance to residents in the apartments. There are often frequent gatherings outside the restaurant too, that are intimidating to our residents, who are complaining to us that they feel too unsafe to leave/enter their home. In some instances, there have been threats of violence towards our Tenants where the Police have also been contacted.

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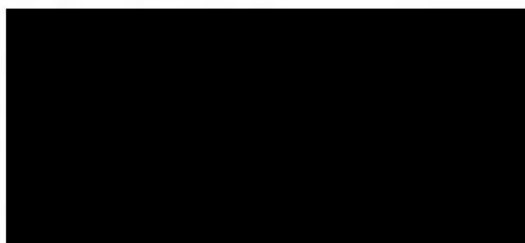
The constant noise has a huge impact on our Tenants health, safety and general wellbeing. Our residents have lost hope over the poor response from Southwark Noise and Nuisance team and instead of seeking assistance from the borough, who should support them; simply opt to break their tenancy agreements early and move out.

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Kind regards,



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[REDACTED]

From: Williams, Justin <Justin.Williams@southwark.gov.uk>
Sent: 26 July 2023 17:17
To: [REDACTED]
Subject: RE: Noise Nuisance - Wazobia Restaurant, 670-672 Old Kent Rd, London SE15 1JF

Follow Up Flag: Flag for follow up
Flag Status: Completed

Dear [REDACTED]

Thank you for your response, a visit was carried out last Friday after 11pm.

Warm regards

Justin Williams ACILEx

Licensing Enforcement Officer

Regulatory Services

Southwark Council

0207 525 2436

Justin.Williams@southwark.gov.uk

Licensing, Health & Safety, Hub 1, 3rd Floor, 160 Tooley Street, SE1 2QH

From: [REDACTED]
Sent: Wednesday, July 26, 2023 4:12 PM
To: Williams, Justin <Justin.Williams@southwark.gov.uk>; Noise and Nuisance

[REDACTED]

Subject: RE: Noise Nuisance - Wazobia Restaurant, 670-672 Old Kent Rd, London SE15 1JF
Importance: High

Dear Justin,

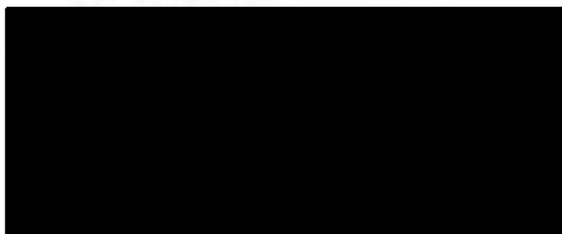
Thank you for your reply; appreciate the detailed response which offers more guidance than that we have received from your colleagues regards to the on-going Statutory Nuisance of noise.

We have already taken legal advice and given undertaking of cost to a barrister for review.

You should therefore not be surprised to hear that we will be taking this further requesting an urgent review of licence as to the on-going and continued breach.

I note your comments regards to a visit last weekend, can you please confirm which day and at what time you were on site?

Kind regards,



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Report Now

From: Williams, Justin <Justin.Williams@southwark.gov.uk>

Sent: Wednesday, July 26, 2023 3:40 PM

To: [Redacted]

Subject: FW: Noise Nuisance - Wazobia Restaurant, 670-672 Old Kent Rd, London SE15 1JF

Importance: High

Dear Alvyda,

Thank you for your complaint with regards to the above premises, I apologise for the delay in responding to you. I can confirm from a licensing perspective that we are monitoring the premises, I can confirm that licensing colleagues of mine attended the premises last weekend to carry out observations no issues were witnessed.

I appreciate your main concern is a noise nuisance problem and you have correctly contacted the noise team to investigate. I can advise you from a licensing perspective that as you are an "interested party" if you believe a licensed premises is not promoting one of the four licensing objectives you can make an application to the licensing unit for the premises licence to be reviewed.

A review can lead to the premises licence either being suspended, licensable activities being curtailed or removed, onerous conditions being imposed on the licence or the premises licence being revoked.

I have attached a link below for your perusal, if this is something you are considering I would strongly urge you to seek legal advice before starting your application:

[https://www.southwark.gov.uk/business/licences/business-premises-licensing/alcohol-late-night-refreshment-and-entertainment-licences/review-of-an-existing-premises-licence \(->urldefense.com\)](https://www.southwark.gov.uk/business/licences/business-premises-licensing/alcohol-late-night-refreshment-and-entertainment-licences/review-of-an-existing-premises-licence (->urldefense.com))

In the meantime the premises will be monitored, we can only take enforcement action if an officer witnesses the premises breaching their premises licence. If you have any queries or concerns please do not hesitate to contact me.

With regards

Justin Williams ACILEx

Licensing Enforcement Officer

Regulatory Services

Southwark Council

0207 525 2436

Justin.Williams@southwark.gov.uk

Licensing, Health & Safety, Hub 1, 3rd Floor, 160 Tooley Street, SE1 2QH

From: [REDACTED]

Sent: Wednesday, July 26, 2023 12:11 PM

To: Noise and Nuisance <noiseandnuisance@southwark.gov.uk>; Regen, Licensing

[REDACTED]

Importance: High

Dear Martin,

We are deeply concerned by your response, which again clearly confirms the inadequacies of you and your department at LBS in dealing with noise nuisance within the borough.

You have yet again failed to acknowledge the issue, which you are aware has been going on for more than 5 YEARS. This is meticulously documented and evidenced against you.

For the reasons outlined in our last email, we completely disagree with your comments below. There is an on-going **Statutory Nuisance**.

We are also concerned that you are not responding with your peers in copy and unless this is given the full attention it deserves, we will need to consider lodging a formal complaint to the borough for your negligence in dealing with such a serious matter.

We look forward to your swift and **meaningful** response with proposed actions by close of play Friday 28th July.

Kind regards,



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Report Now

From: Noise and Nuisance <noiseandnuisance@southwark.gov.uk>

Sent: Wednesday, July 26, 2023 11:30 AM

To: [Redacted]

Subject: RE: Noise Nuisance - Wazobia Restaurant, 670-672 Old Kent Rd, London SE15 1JF

Dear [Redacted]

As I have explained, there is no evidence to support any action above what has been taken to date.

Thus as previously advised, residents should call us when they feel they are being affected.

If the noise can be witnessed, and it for fills the required criteria to be a "Statutory Nuisance".

We will then take the appropriate action.

Martin Talbot, Team Leader
Noise & Nuisance Team
Southwark Council
132 Queens Road
SE15 2HP

From: [Redacted]

Sent: Tuesday, July 25, 2023 4:30 PM

To: Noise and Nuisance <noiseandnuisance@southwark.gov.uk>; Regen. Licensing



[REDACTED]
Subject: RE: Noise Nuisance - Wazobia Restaurant, 670-672 Old Kent Rd, London SE15 1JF

Importance: High

Dear Martin,

Further to your lack of response or even courtesy of a reply to the below, we assume that this confirms your negligence in dealing with complaints of this nature and therefore reserve the right to use this against you as the matter escalates through the legal channels.

Kind regards,



Submit your maintenance request

Report Now

From: [REDACTED]

Sent: Friday, July 14, 2023 3:03 PM

To: Noise and Nuisance <noiseandnuisance@southwark.gov.uk>; licensing@southwark.gov.uk;

[REDACTED]
Subject: RE: Noise Nuisance - Wazobia Restaurant, 670-672 Old Kent Rd, London SE15 1JF

Importance: High

Dear Martin,

Thank you for your timely response, sincerely appreciated.

Regretfully your email and tone is rather disappointing and to put it mildly, woolly!

We note your comments on 'Statutory Nuisance', though could you please assist further in helping our understanding of this paragraph:

"I have looked through our records, these show that all our responses to complaints made against this location. Follow the primary legislation, the guidance issued, the enforcement concordat and the relevant case law."

Since the Notice was issued, there have been a number of complaints, but no further "Statutory Noise Nuisance", has been witnessed.

This seems to confirm that you have attended the above referred to property on several occasions and are therefore aware of the on-going matter regards to noise nuisance. Please confirm.

Your department has been notified on several occasions as to the 'statutory nuisance' being caused by the restaurant on the ground floor. Our residents have called and complained during the early hours to report this and we have provided you with sound recordings of the disturbance too. Our opinion is that this case is concrete and will stand up in court. Furthermore, per our initial email we are seeking independent professional recordings of the continuing nuisance, which will not only strengthen our case, but demonstrate your failings.

Is it reasonable to expect our Tenants to continue to call your department at 3am in the morning? Is it reasonable for us to surrender our Tenancy agreements and seek to re-let the property at significant expense to us, compounded by current economic climate?

We are seeking to obtain support from you and your peers with this matter. We are concerned at the lack of support to date and again seems as though we are being 'fobbed' off with the below response.

Please regard this email and that of 12th July 2023 (below) as a formal complaint from each of the 5 properties directly affected by the severe noise nuisance being caused by the restaurant. We need to understand what action you will be taking this weekend and every weekend until you can demonstrate without a margin of any doubt that there is no nuisance being caused.

For the time being we will seek to ignore this comment:

"You could, if you so wish financially support your residents, should they wish to expedite this matter by taking their own legal action in this matter"

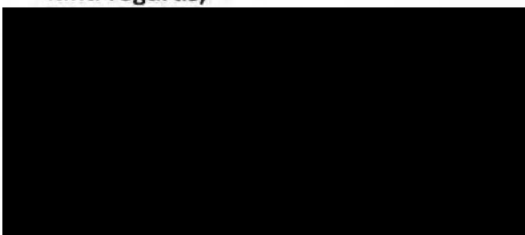
Although reserve the right to be able to reference it in the future, should we need.

For the avoidance of any doubt; please be assured that this matter will not go away, so please assure us that you are giving us the proper 'statutory' attention it deserves!

We have copied seniors within the Local Authority including the local MP in case this should go amiss.

We look forward to your cooperation and swift response.

Kind regards,



Submit your maintenance request

Report Now

From: Noise and Nuisance <noiseandnuisance@southwark.gov.uk>

Sent: Thursday, July 13, 2023 12:52 PM

To: [Redacted]

Cc: Magbadelo, Peter <Peter.Magbadelo@southwark.gov.uk>

Subject: RE: Noise Nuisance - Wazobia Restaurant, 670-672 Old Kent Rd, London SE15 1JF

Dear [Redacted]

It may help in the first instance if I explained :

The Council deals with noise, and other associated problems by means of Statutory Nuisance . In that the problem is witnessed by an authorised officer, and in their opinion, the nuisance from one property would in the opinion of the officer, affect the average person's use or enjoyment of that property.

Various criteria are taken into consideration, volume and characteristic of the noise, time of day and duration, as well as the area.

Only what the officer witness's during their visit can be taken into consideration, allowing for the time of day and other variables.

If the issues witnessed are not within the remit of the team, we will pass the information to any relevant team or organisation, if any.

The pertinent point is that all problems have to be witnessed by the authorised officer, if we are to take action.

I have looked through or records, these show that all our responses to complaints made against this location.

Follow the primary legislation, the guidance issued, the enforcement concordat and the relevant case law.

Since the Notice was issued, there have been a number of complaints, but no further "Statutory Noise Nuisance", has been witnessed.

Thus currently, there is no further action that can be taken in this matter.

Thus all I can advise, if that one of your residents feels that they are being disturbed, they should call us when it is happening on 0207 525 5777.

Our operation times are as follows:

7.00 am Friday through to 2.30 am Tuesday, and then 7.00am through to 2.30am the following morning on Tuesday, Wednesday & Thursday."

We will not obviously be able to attend ever call and witness a nuisance.

You could, if you so wish financially support your residents, should they wish to expedite this matter by taking their own legal action in this matter

Martin Talbot, Team Leader
Noise & Nuisance Team
Southwark Council
132 Queens Road
SE15 2HP
Mobile :07985 213538
direct tel: 0207 525 2450
team tel : 0207 525 3171
martin.talbot@southwark.gov.uk

From: [REDACTED]

Sent: Wednesday, July 12, 2023 3:53 PM

[REDACTED]

Subject: Noise Nuisance - Wazobia Restaurant, 670-672 Old Kent Rd, London SE15 1JF

Importance: High

Dear Sirs,

We hope that this email finds you well.

We wish to bring to your attention an on-going matter with regard to the above-mentioned restaurant - situated below five residential apartments that we, Space Investments Limited, own on a long leasehold basis. We manage the properties ourselves.

The restaurant becomes a night club from Thursday night onwards, causing severe noise nuisance to our properties, the residents above and surrounding neighbour properties. Noise and vibrations are felt from the ground up with constant thuds of music and is a huge disturbance to residents in the apartments. There are often frequent gatherings outside the restaurant too, that are intimidating to our residents, who are complaining to us that they feel too unsafe to leave/enter their home. In some instances, there have been threats of violence towards our Tenants where the Police have also been contacted.

We have been in continuous contact with Southwark Noise and Nuisance/Environmental Health for over 6 years (all documented), as have the residents of the above-mentioned flats. We are aware of number of officers visits to witness the noise during the early hours, and outside of any licenced timings. A noise abatement notice has also been issued to the owner of Wazobia Restaurant, yet this had no affect and if anything matters are now worse.

We also engaged with the Superior Landlord (Freeholder) in regard to their Tenant (Wazobia); but they have shown little interest in reviewing as are more concerned with having the unit occupied and collecting rent.

The constant noise has a huge impact on our Tenants health, safety and general wellbeing. Our residents have lost hope over the poor response from Southwark Noise and Nuisance team and instead of seeking assistance from the borough, who should support them; simply opt to break their tenancy agreements early and move out.

As you can appreciate this is a tiresome and stressful process for all concerned and becoming a financial burden to us each time a Tenant seeks to want to vacate. We are concerned that the continuation of this matter is making our properties un-lettable and are likely to incur significant losses as a consequence. We are taking legal advice on the matter concerning the restaurant on the ground floor, as yet more cost, and also seeking expert witness noise and nuisance consultancy in further proving our claim.

We are writing to you for your comments and proposals in dealing with the clear and continued noise nuisance affecting our Tenants and their quiet enjoyment of their property. We hope to be able to engage with you swiftly as the problem persists and needs your support.

We should be grateful for your comments and swift response in this urgent matter.

Kind regards,