

بِسْمِ اللّٰهِ الرَّحْمٰنِ الرَّحِیْمِ

## Annex 2: Tenancy Agreement

### TENANCY AGREEMENT

*for letting furnished premises on an assured short hold tenancy  
under Part I of the Housing Act 1988*

THIS AGREEMENT is made on\* ..... (date)

BETWEEN

1. The Landlord Ministry of Education, Maldives, represented by MSA (UK)
2. The Tenant\* ..... (Name of the tenant)

IT IS AGREED as follows:

- (1) The Landlord lets and the Tenant takes the premises being  
9 Rosemont Avenue  
London  
N12 0BY  
Individually: Large Room/Medium Room/Small Room \*  
(delete where appropriate)  
Severally: Kitchen, bathroom, living room, hall, stairs and landing
- (2) The tenancy shall be for a fixed term from 21 September to 21 June..... \*(‘the Term’).
- (3) The Tenant shall pay to the Landlord the rent of £.....\* per calendar month inclusive of utility bills. The Tenant shall pay the rent advance on the tenth day of each month during the Term, the first such payment to be on the signing of this Agreement for the period from the commencement date until the next rent payment date. The Tenant also agrees to pay any late payment charge in accordance with the Rosemont Guidelines attached hereto. The Rent shall be payable by standing order by or on behalf of the Tenant to an account designated by the Landlord. In enforcing this obligation, the Landlord shall exercise flexibility at the beginning of the Tenancy in circumstances where the Tenant may not have been able to open a bank account. The Tenant shall ensure that sufficient funds are available in the standing order account in order to allow the transaction to be effected at the agreed date in this clause. The Tenant shall not cancel the said direct debit arrangement nor cause the said standing order arrangement to be cancelled during the term of the Tenancy without coming to a prior agreement with MSA (UK) about a guaranteed method of payment of Rent.

Bills other than the utility bills, insurance bill, basic TV and internet packages, and line rental for one incoming phone line shall be the responsibility of the Tenant. On expiration or termination of the Agreement, any outstanding bills payable by the Tenant not paid by or on behalf of the Tenant shall be debited to Deposit and paid to the relevant party, subject to first making good, all the payments due to the Landlord. However, in no circumstances shall it be deemed a liability or debt of the Landlord. In the event that the remaining deposit is not sufficient to fully settle such any outstanding payment owed by the Tenant to any party, the matter shall still remain one between that party and the Tenant. However, the Landlord may impress upon the Tenant to make such payment good if it is deemed by the Landlord that non-payment may affect prospective tenancies in the Premises.

- (4) This Agreement creates an Assured Short hold Tenancy within Part 1 Chapter II of the Housing Act 1988.
- (5) The tenancy includes the Landlord's fixtures and fittings, furniture and effects as specified in the attached inventory ('the Fixtures and Fittings').
- (6) 1. The Tenant shall pay to the Landlord the sum of £.....\* ('Deposit') either in full or in two equal instalments by way of deposit as security for the Landlord in respect of the following:
  - (a) any rent or any other monies which may remain unpaid at the end of the tenancy agreement;
  - (b) any damage to the Premises, or the Fixtures and Fittings or any other part of the property belonging to the Landlord for which the Tenant may be liable;
  - (c) any other breach on the part of the Tenant of the Tenant's obligations under this Agreement.

Provided that the Tenant desires to pay the Deposit in full, it shall be paid on the signing of this Agreement. Provided that the Tenant desires to pay the Deposit in two equal instalments, the first instalment shall be paid upon the signing of this Agreement. The second instalment shall be paid in advance of the fifth day of the following month.

2. The Landlord may at any time deduct from the Deposit any unpaid rent or other monies or any loss or expenses incurred or suffered by the Landlord or any sums expended by the Landlord arising out of the foregoing matters. The Landlord shall notify the Tenant of any such deductions.

3. The Deposit shall be repaid to the Tenant on the expiration or termination of the tenancy after debiting any outstanding dues to the Landlord by the Tenant for whatever reason. In the event of such outstanding dues exceeding the amount of the Deposit then held by the Landlord, the amount of such excess shall be paid by the Tenant to the Landlord within 14 days of written demand.

- (7) The Tenant agrees with the Landlord as follows:
  1. To pay the rent (and sums recoverable as rent) according to the terms of this

agreement and as per the Rosemont Guidelines.

2. To keep the interior of the Premises and the Fixtures and Fittings in good repair and condition throughout the Term (excepting only those installations which the Landlord is obliged to repair under Section 11 of the Landlord and Tenant Act 1985).
3. To make good (or, if required by the Landlord, to pay for) all damages to the Premises and to the Building howsoever caused by the act or omission of the Tenant or any persons visiting the Tenant.
4. To make good or replace (or, if required by the Landlord, to pay for) all items of the Fixtures and Fittings which may, from whatever cause, be lost, stolen, broken, damaged or destroyed by the Tenant during the Term.
5. To permit the Landlord and the Landlord's agents and any other persons authorised by the Landlord at reasonable hours in the daytime to enter the Premises (with or without workmen and all necessary equipment) for any or all of the following purposes:
  - (a) to examine the condition of the Premises or the Building or adjoining or neighbouring property
  - (b) to repair, maintain, alter, improve or rebuild the Premises or the Building or any adjoining or neighbouring property
  - (c) to examine or to repair, maintain or replace the Fixtures and Fittings
  - (d) to comply with any obligation imposed on the Landlord by law.
6. Not to do or omit to do anything:
  - (a) which causes any policy of insurance on the Premises or the Fixtures and Fittings to be or become void or voidable.
  - (b) which causes the rate of premium on any policy of insurance to be increased.

The Tenant will pay to the Landlord on demand all sums paid by the Landlord by way of increased premium and all other expenses incurred by the Landlord as a result of a breach of this provision.
7. Not to assign or sublet the Premises or any part of them.
8. Not to part with or share the possession of the Premises.
9. To permit the Premises to be viewed at any reasonable time by any person who is, or who is acting on behalf of, a prospective purchaser, prospective Tenant or prospective mortgagee of the Premise or the Building.
10. Not to use the Premises for any illegal or immoral purpose.
11. Not to do anything which may be or may tend to be a nuisance or

annoyance or cause damage to the Landlord or to any neighbouring or adjoining property or to the owners or occupiers of any neighbouring or adjoining property.

12. Not to keep any animals, birds or other livestock on the Premises.
  13. Not to remove any of the Fixtures and Fittings from the Premises.
  14. To notify the Landlord promptly of any defect or disrepair in the Premises or the Fixtures and Fittings.
  15. Not to make any alterations or additions to the Premises.
  16. To pay the Landlord all costs and expenses (including VAT) incurred by the Landlord (including, but not limited to, the costs and fees of the Landlord's solicitors and other professional advisors) in respect of:
    - (a) the recovery from the Tenant of the rent or any other monies due from him; and
    - (b) the enforcement of any of the provisions of this Agreement; and
    - (c) the service of any notice relating to the breach by the Tenant of any of the Tenant's obligations under this Agreement.
  17. To deliver up the Premises and the Fixtures and Fittings at the termination of the Term of this agreement to the Landlord in a clean and tidy condition and in accordance with the Tenant's obligations under this Agreement.
- (8) The Landlord agrees with the Tenant as follows that the Tenant paying the rent and observing the obligations imposed on him in this Agreement shall peaceably hold and enjoy the Premises throughout the Term without any interruption by the Landlord or any person rightfully claiming through or in trust for him.
- (9) IT IS AGREED as follows:
1. The Tenant shall not be entitled to withhold payment of any instalment of rent or any other monies payable under this Agreement on the ground that the Landlord has the deposit monies in his possession or on the ground that the Landlord is or may be in breach of any of his obligations to the Tenant whether under the terms of this Agreement or imposed by statute or otherwise.
  2. This Agreement shall take effect subject to the provisions of Section 11 to 16 of the Landlord and Tenant Act 1985 (as amended), which impose on the Landlord obligations as to repair of the structure and exterior of the Premises and certain installations for the supply of water, gas, electricity and sanitation.
  3. The Landlord reserves the right to retain keys for the Premises.
  4. If the Premises are rendered uninhabitable by fire or any other risk against which the Landlord may have insured, then the rent will cease to be payable until the Premises are reinstated. This provision will not apply, however, if the

insurance monies are irrecoverable in whole or in part due to any act or omission on the part of the Tenant.

5. The Landlord strongly advises the tenant to insure his personal properties within the premises. The Landlord shall not be liable for any losses suffered by the tenant as a consequence of his failure to insure or keep insured his personal properties within the premises.
  6. The Tenant agrees that as provided for in the Rosemont Guidelines, the Maldivian Students Association in the United Kingdom (MSA-UK) may organize events at the Premises, and that during such events, he shall fully cooperate with MSA-UK to facilitate the smooth organization of such events.
- (10) If at any time the rent (or any part) is unpaid for 14 days after becoming due (whether or not formally demanded) or if any agreement or obligation on the Tenant's part is not complied with, then the Landlord may re-enter the Premises (subject always to any statutory restrictions on his power to do so) and the Tenancy shall be determined. This is to be without prejudice to any right of action the Landlord may have in respect of the Tenant's obligations under this Agreement. This right of re-entry is not to be exercised by the Landlord without a court order when required by the Protection from Eviction Act 1977 (as amended), the Housing Act 1988 (as amended) or other statutory restriction.
- (11) The Landlord notifies the Tenant in accordance with section 48 of the Landlord and Tenant Act 1987 that his address for service is:

Maldivian Students' Association – UK  
9 Rosemont Avenue  
London N12 0BY

E-mail: [committee@msa-uk.org](mailto:committee@msa-uk.org)

(12) Summary of Charges

- £\_\_\_\_\_ Refundable Deposit
- £\_\_\_\_\_ Monthly Rent (Paid before or 10th of every month)
- £\_\_\_\_\_ Late Payment Charge (Additional amount to be paid if rent is paid after 5th)

(13) Notwithstanding the term created in clause 2 herein, either the Landlord or the Tenant may terminate this Agreement at any time after the expiration of the first six months by serving two months notice to the other in writing. Accordingly, either party may serve such notice to the other after the expiration of the first four months of the said term.

IN WITNESS WHEREOF the parties hereto have signed this Agreement on the date first above mentioned.

SIGNED: .....  
(MSA (UK) on behalf of the Landlord: Ministry of Education, Maldives)

SIGNED: .....  
(the Tenant)

Date: .....

Witnesses

1. Name .....

Signature: .....

Date: .....

2. Name .....

Signature: .....

Date: .....