

LODGER AGREEMENT

FOR A ROOM IN A FURNISHED HOUSE

BOTH COPIES OF THIS AGREEMENT SHOULD BE COMPLETED AND SIGNED - ONE FOR THE HOUSEHOLDER AND ONE FOR THE LODGER

The PROPERTY FLAT 7, TRIDENT HOUSE, MERBURY ROAD, WEST THAMESMEAD, LONDON SE28 0NB

THE ROOM means the room at the Property which has been agreed between the Householder and Lodger to be taken by the Lodger

The HOUSEHOLDER LEONARD NII BOYE METTLE
whose address is the Property above

The LODGER Ms MARIETTA DICO - METTLE
of
NEW ADDRESS: FLAT 7, TRIDENT HOUSE, MERBURY ROAD, WEST THAMESMEAD, LONDON SE28 0NB

THE SHARED AREAS means the rooms in the Property which the Householder has agreed can be used by the Lodger on a shared basis with the Householder and any other people living at the Property, including the bathroom, lavatory, kitchen and sitting room

The TERM 52 weeks beginning on DATE SIGNED.

EARLY TERMINATION [Either party may at any time end this Agreement earlier than the end of the Term by giving to the other written notice of 5 weeks]

The SERVICES means the services that the Householder hereby agrees to provide to the Lodger which shall include cleaning the Room, laundry, legal services, and council related services.

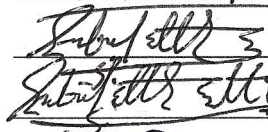
The PAYMENT £ 200 per week payable in advance on the FIRST DAY of each week being payment for the Room and Services

The DEPOSIT £ N/A

The INVENTORY means the list of the Householder's possessions at the Property which has been signed by the Householder and the Lodger

DATED 11th / October / 2012

SIGNED



(The Householder)



(The Lodger)

BEFORE:

Witness 

FULL NAME Leonard N.B. Mettle

Witness gillelaid

FULL NAME Ms Marietta Dico Mettle

Omotokunbo Olagbajye
Solicitor and Commissioner

for Oaths

Address Flat 7, Trident House

Address Flat 7, Trident House

Merbury Road, SE28 0NB

Merbury Road, SE28 0NB

Occupation Proprietor

Occupation _____

THIS AGREEMENT comprises the particulars detailed above and the terms and conditions printed overleaf whereby the Room is licensed by the Householder and taken by the Lodger for occupation during the Term upon making the Payment. Nothing in this agreement is intended to create a tenancy or any other interest in the Property.

TERMS AND CONDITIONS

1. This Agreement is personal to the Lodger, is not assignable, and will terminate automatically without any notice if the Lodger ceases to reside at the Property.
2. The Lodger will:
 - 2.1 only in conjunction with the occupation of the Room be allowed to share with the other occupiers of the Property the use and facilities of the Shared Areas of the Property;
 - 2.2 cook at the Property only in the kitchen;
 - 2.3 pay the Payment at the times and in the manner set out on the first page of this Agreement;
 - 2.4 keep the interior of the Room in a good and clean state and condition and not damage or injure the Property or any part of it;
 - 2.5 yield up the Room at the end of the Term in the same clean state and condition it was in at the beginning of the Term;
 - 2.6 maintain in the Room and keep in a good and clean condition all of the items listed in the Inventory if any;
 - 2.7 not make any alteration or addition to the Room or without the Householder's prior written consent do any redecoration or painting of the Room;
 - 2.8 not do or omit to do anything on or at the Property which may be or become a nuisance or annoyance to the Householder or any other occupiers of the Property or sharers or occupiers of adjoining or nearby premises or which may in any way prejudice the insurance of the Property or increase the insurance premium payable by the Householder;
 - 2.9 not without the Householder's prior consent allow or keep any pet or any kind of animal at the Property;
 - 2.10 not use or occupy the Room in any way whatsoever other than as a private residence;
 - 2.11 not let or purport to let or share any rooms at the Property or take in any lodger or paying guest or, without the consent of the Householder (not to be unreasonably withheld) to permit any person to sleep or stay at the Property;
 - 2.12 provide the Householder with a forwarding address when the Agreement comes to an end and remove all rubbish and all personal items (including the Lodger's own furniture and equipment) from the Property before leaving;
 - 2.13 pay interest at the rate of 4% above the Base Lending Rate for the time being of the Householder's bankers upon any payment or other money lawfully due from the Lodger under this Agreement which is in arrears in respect of the period from when it becomes due down to the date of payment;
 - 2.14 make a reasonable and proportionate contribution to the cost according to use of all charges in respect of any electric, gas, water and telephonic or televisual services used at or supplied to the Property and Council Tax or any similar tax that might be charged in addition to or replacement of it during the Term;
 - 2.15 have use of the garden at the Property, if any.
3. The Deposit
 - 3.1 The Deposit will be held by the Householder and will be refunded to the Lodger at the end of the Term (however it ends) but less any reasonable deductions properly made by the Householder to cover any reasonable costs incurred by or losses caused to him by any breaches of the Lodger's obligations under this Agreement. No interest will be payable by the Householder to the Lodger in respect of the deposit money.
 - 3.2 The Deposit shall be repaid to the Lodger, at the forwarding address provided to the Householder, as soon as reasonably practicable. However the Householder shall not be bound to return the Deposit until he is satisfied that no money is repayable to the Local Authority if the Lodger has been in receipt of Housing Benefit and until after he has had a reasonable opportunity to assess the reasonable cost of any repairs required as a result of any breaches of his obligations by the Lodger or other sums properly due to the Householder under clause 3.1 above, save that except in exceptional circumstances the Householder shall not retain the Deposit for more than one month.
 - 3.3 At any time during the Term the Householder may apply any part of the Deposit to cover any reasonable costs incurred as a result of any breaches of his obligations by the Lodger or other sums properly due to the Householder, in which case the Lodger shall upon demand pay by way of additional Payment to the Householder any additional payments needed to restore the full amount of the Deposit.
4. In the event of destruction to the Property or of damage to it which shall make the same or a substantial portion of the same uninhabitable, the Lodger shall be relieved from making the Payment by an amount proportionate to the extent to which the Lodger's ability to live in the Property is thereby prevented, save where the destruction or damage has been caused by any act or default by the Lodger or where the Householder's insurance cover has been adversely affected by any act or omission on the part of the Lodger.
5. To enable the Lodger to comply with clause 4 above, the Householder will upon request provide to the Lodger a copy of his insurance policy (if any) or an extract of the relevant terms.
6. The Lodger shall not have exclusive possession of the Room and the identity of any other occupiers of the Property shall be in the absolute discretion of the Householder.
7. So long as the reference to a right of early termination in the definition of 'the TERM' overleaf (the 'early termination right') has not been deleted then either party may at any time during the Term terminate this Agreement by giving to the other prior written notice to that effect, the length of such notice to be that stated in the early termination right, and upon the expiry of said notice this Agreement shall end with no further liability for either party save for any existing breach.
8. It is hereby agreed that if the parties agree to the Lodger continuing in occupation of the Room after the end of the Term, his occupation shall still be subject to the Terms and Conditions set out in this Agreement, and this will continue until such time as a new agreement is signed or the Lodger vacates the Property. However after the Term specified on the first page of this agreement has ended, either party will be entitled to end this agreement by giving one month's notice. This notice may expire at any time, but if the notice period ends during a rental period, the Lodger shall only be responsible for paying a proportionate part of the rent for that rental period.
9. If at any time the Lodger is in breach of any term of this agreement, or any sums due under this agreement are more than 14 days late, or if the Lodger is declared bankrupt or enters into any form of arrangement with his creditors, this agreement will terminate immediately without any form of notice and the Householder will be free to secure the Property against the Lodger.
10. At the end or at sooner termination of this Agreement any items remaining in the Property or Room which are the property of the Lodger must be removed. Should any items be left behind by the Lodger the Householder will store them for a period of 14 days after which time the Householder will be permitted to dispose of the items as he sees fit. Any sums realised in the disposal of the items will belong to the Householder as a fee for the storage or the Lodger's property.
11. Where the context so admits:
 - 11.1 the 'Householder' includes the successors in title to the Householder's interest in the Property;
 - 11.2 the 'Property' includes all of the Householder's fixtures and fittings at or upon the Property and all of the items listed in the Inventory if any and (for the avoidance of doubt) the Room;
 - 11.3 the 'Term' shall mean the period stated in the particulars overleaf or any shorter or longer period in the event of an earlier termination or an extension or holding over respectively;
 - 11.4 all references to the singular shall include the plural and vice versa and any obligations or liabilities of more than one person shall be joint and several and an obligation on the part of a party shall include an obligation not to allow or permit the breach of that obligation;
 - 11.5 all references to 'he', 'him' and 'his' shall be taken to include 'she', 'her' and 'hers';
 - 11.6 any clause requiring any person to do or not do something includes an obligation to use reasonable endeavours to prevent others doing or not doing that same thing.

* delete as appropriate

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whose address is the Property above

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of
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The DEPOSIT £ N/A

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DATED

SIGNED

[Signature]

[Signature]

[Signature]

(The Householder)

(The Lodger)

BEFORE:

Witness [Signature]

Witness [Signature]

FULL NAME Leonard Nii B. Mettle

FULL NAME Ms Marietta Dico Mettle

Address Flat 7, Trident Hse

Address Flat 7, Trident House

Merbury Road, SE28 0NB

Merbury Road, SE28 0NB

Occupation Proprietor

Occupation _____

Omotokunbo Olagbaiye
Solicitor and Commissioner
for Oaths

11/10/12

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* delete as appropriate

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- ✓ Former landlord reference request for lodger
- ✓ Personal reference request for lodger
- ✓ Housing Benefit letter of authority from lodger
- ✓ Insurance company letter re lodger
- ✓ Standard letter giving notice to lodger
- ✓ Lodger check-out letter
- ✓ Lodger first complaint letter
- ✓ Lodger second complaint letter
- ✓ Notice to lodger - breach of agreement
- ✓ Notice to lodger - rent arrears of two months or more

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- ✓ What rights your lodger has
- ✓ What you can do if you have a problem lodger
- ✓ What you can do if you want your lodger to leave

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James E. Barnes

Solicitor
Commissioner for Oaths
Home Chambers, 2A Park View Road
Ealing, LONDON W5 2JB

Jim Barnes LL.B.♦
Luisa Bailey LL.B.▲

DX 5163 Ealing
Tel **020 8810 7100 (5 Lines)**
Fax 020 8810 5163

Mr L Mettle
51 Eswyn Road
Tooting Broadway
London
SW17 8TR

Our Ref:
JEB.LFB.Mettle

Date:
21 October 2004

Dear Mr Mettle

Re: Plot 257 Flat 7 Trident House Thames Walk West Thamesmead London

I note it is a condition of the mortgage that the named occupier Mrs Marietta Dico Mettle enter into a Deed of Consent or Waiver with the lender. I am unable to act for them in connection with this Deed and cannot protect their interests in the matter. They will have to seek independent legal advice on the Deed so the contents of the Deed can be explained and the Deed can be witnessed by a solicitor or other legal adviser.

I enclose a letter which makes this position clear and should be obliged if you would hand it to them and arrange for them to sign it any return it to me.

Yours sincerely,


Jim Barnes
JAMES E BARNES



A MEMBER OF THE LAW SOCIETY'S TRANSACTION SCHEME
AND AUTHORISED BY THE LAW SOCIETY AS A TRAINING ESTABLISHMENT

♦Principal solicitor ▲Practice Manager

Web www.jebarnes.co.uk E:mail jebarnes-solicitor@msn.com info@jebarnes.co.uk

Mrs M D Mettle
C/O Mr L Mettle
51 Eswyn Road
Tooting Broadway
London
SW17 8TR

James E Barnes Solicitor
Home Chambers
2A Park View Road
Ealing
London
W5 2JB

Your Ref:

Date:
21 October 2004

Dear Mr Barnes,

Re: Plot 257 Flat 7 Trident House Thames Walk West Thamestead London SE28 0NB

I confirm as follows:-

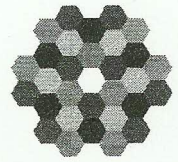
- (a) That I am aware that I will not be on the Title Deeds of the purchase of the above property and am aware of the implications of this.
- (b) I acknowledge that Jim Barnes of James E Barnes & Co. does not act on my behalf and is not seeking to protect my interest in the matter.

I further confirm that I have been recommended by Mr Barnes to seek separate legal advice in the matter.

Yours sincerely,



Mrs Marietta Dico Mettle



25 September 2012

Official copy/copies

Your ref
TRIDENT HOUSE

Our ref
TGL248018/OC/121

The official copy/copies of the document(s) you applied for is/are enclosed.

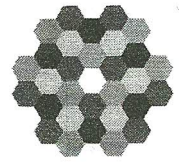
Land Registry
Telford Office
Parkside Court
Hall Park Way
Telford
Shropshire
TF3 4LR

Please contact the Land Registry office named if you have any questions about the enclosed official copy/copies.

DX 28100 Telford 2
Tel 0300 006 0006
Fax 0300 006 0026
Email telford.office@landregistry.gsi.gov.uk
www.landregistry.gov.uk

TRIDENT HOUSE

Leonard Nii Boye Mettle
Flat 7
Trident House
Merbury Road
West Thamesmead, London
SE28 0NB



Official copy
of register of
title

Title number TGL248018

Edition date 04.02.2011

- This official copy shows the entries in the register of title on 25 September 2012 at 09:20:17.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 25 September 2012.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- For information about the register of title see Land Registry website www.landregistry.gov.uk or Land Registry Public Guide 1 - *A guide to the information we keep and how you can obtain it.*
- This title is dealt with by Land Registry Telford Office.

A: Property register

This register describes the land and estate comprised in the title.

GREENWICH

1 (19.11.2004) The Leasehold land shown edged with red on the plan of the above Title filed at the Registry and being Flat 7, Trident House, Merbury Road, London (SE28 0NB).

NOTE: Only the ground floor flat is included in the title.

2 (19.11.2004) Short particulars of the lease(s) (or under-lease(s)) under which the land is held:

Date : 22 October 2004
Term : 125 years from 1 April 2004
Parties : (1) Gallions Housing Association Limited
(2) Leonard Nii Boye Mettle

NOTE: The Lessee is under an obligation to surrender the lease in the circumstances therein mentioned

3 (19.11.2004) There are excepted from the effect of registration all estates, rights, interests, powers and remedies arising upon, or by reason of, any dealing made in breach of the prohibition or restriction against dealings therewith inter vivos contained in the Lease.

4 (19.11.2004) The Transfer dated 27 September 2004 referred to in the charges register contains provisions as to light or air, boundary structures and other matters.

5 (19.11.2004) The landlord's title is registered.

6 Unless otherwise mentioned the title includes any legal easements granted by the registered lease(s) but is subject to any rights that it reserves, so far as those easements and rights exist and benefit or affect the registered land.

B: Proprietorship register

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

Title absolute

- 1 (19.11.2004) PROPRIETOR: LEONARD NII BOYE METTLE of Flat 7, Trident House, Merbury Road, London SE28 0NB.
- 2 (19.11.2004) The price, other than rents, stated to have been paid on the grant of the lease was £82,500.
- 3 (19.11.2004) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the Charge dated 22 October 2004 in favour of OneSavings Bank PLC referred to in the Charges Register.
- 4 (19.01.2005) RESTRICTION: No disposition of the registered estate (other than a charge) by the proprietor of the registered estate, or by the proprietor of any registered charge, is to be registered without a certificate signed on behalf of Gallions Housing Association Limited by its secretary or conveyancer that the provisions of clause 13(15)(d) of the registered Sub-Underlease dated 22 October 2004 and made between (1) Gallions Housing Association Limited and (2) Leonard Nii Boye Mettle has been complied with.

C: Charges register

This register contains any charges and other matters that affect the land.

- 1 (19.11.2004) A Conveyance of the freehold estate in the land in this title and other land dated 19 December 1975 made between (1) The Queen's Most Excellent Majesty (2) The Secretary of State for Defence (3) The Crown Estate Commissioners (the Commissioners) and (4) Greater London Council (the Council) contains the following covenant affecting the land in this title and other land:-

"THE Council hereby covenants with the Secretary of State TO THE INTENT that the burden of this covenant may run with and bind the property firstly hereby conveyed and every part thereof into whosoever hands the same may come and TO THE INTENT that the benefit thereof may be annexed to and run with the retained land and every part thereof that neither the property firstly hereby conveyed nor any part thereof shall be used for any noisy noxious or offensive trade or business or for any purpose which may be or become a nuisance damage or annoyance to the Secretary of State or other the owners or occupiers for the time being of the retained land or any part thereof."

NOTE: The retained land referred to lies to the south of the land in this title.
- 2 (19.11.2004) The land is subject to the following rights granted by a Transfer dated 20 November 1998 of land lying to the south of the land in this title made between (1) Thamesmead Town Limited (Transferor) (2) Barratt Homes Limited (Company) and (3) Landmark Housing Association Limited (Transferee):-

"Together with the rights and easements specified in the First Schedule hereto

C: Charges register continued

THE FIRST SCHEDULE

(Rights granted to the Transferee)

1. Full right and liberty for the Transferee and all persons authorised by him (in common with all other persons entitled to the like right) that at all times by day or by night to the extent necessary for the purpose of domestic use and convenience incidental to the occupation of the Property

(a) to go pass and repass with or without motor vehicles over and along the roadways and on foot only over the paths on the Estate leading to the Property or any garage or common parking area

(b) to go pass and repass with or without motor vehicles over and along such part of the Amenity Areas as may be necessary to gain access to the Property

(c) to go pass and repass on foot only over and along the pathways of the Estate leading to the Property

2. Full right and liberty for the Transferee and all persons authorised by him (in common with all other persons entitled to the like right) to use the Amenity Areas for the purpose of rest and quiet recreation (not involving the playing of games) subject to such regulations for the common enjoyment thereof as the Company may from time to time prescribe

.....

4. The free and uninterrupted passage and running of water soil gas and electricity to and from the Property through the Conduits which are now or may at any time within the Perpetuity Period be laid in or under or over the Estate

5. The right for the Transferee with or without workmen and others at all reasonable times on reasonable notice (except in cases of emergency) to enter into and upon other parts of the Estate for the purpose of repairing cleansing maintaining or renewing any sewers drains watercourses cisterns gutters pipes and wires which solely serve the Property and of laying down of any replacement sewers drains watercourses cisterns gutters cables pipes and wires causing as little disturbance as possible and making good any damage caused thereby

6. The benefit of the respective covenants obligations and restrictions contained in the Transfer of any other plot on the Estate made by the Transferor within the Perpetuity Period

.....

PROVIDED ALWAYS that none of the rights specified in this Schedule shall apply to or be exercised over any electricity sub-station site or sites land or apparatus of any statutory undertakers or of British Telecom or of any other persons having similar rights included in the Estate."

3 (19.11.2004) A Transfer of the freehold estate in the land in this title and other land dated 27 September 2004 made between (1) Tilfen Land Limited and (2) Gallions Housing Association Limited contains restrictive covenants.

NOTE: Copy filed under TGL246455.

4 (19.11.2004) The land is subject to the rights reserved by the Transfer dated 27 September 2004 referred to above.

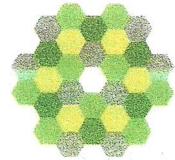
C: Charges register continued

- 5 (19.11.2004) The Transfer dated 27 September 2004 referred to above contains a grant of rentcharges as therein mentioned.
- 6 (19.11.2004) REGISTERED CHARGE dated 22 October 2004.
- 7 (04.02.2011) Proprietor: ONESAVINGS BANK PLC (Co. Regn. No. 7312896) of Reliance House, Sun Pier, Chatham, Kent ME4 4ET and of DX 6710 Chatham.

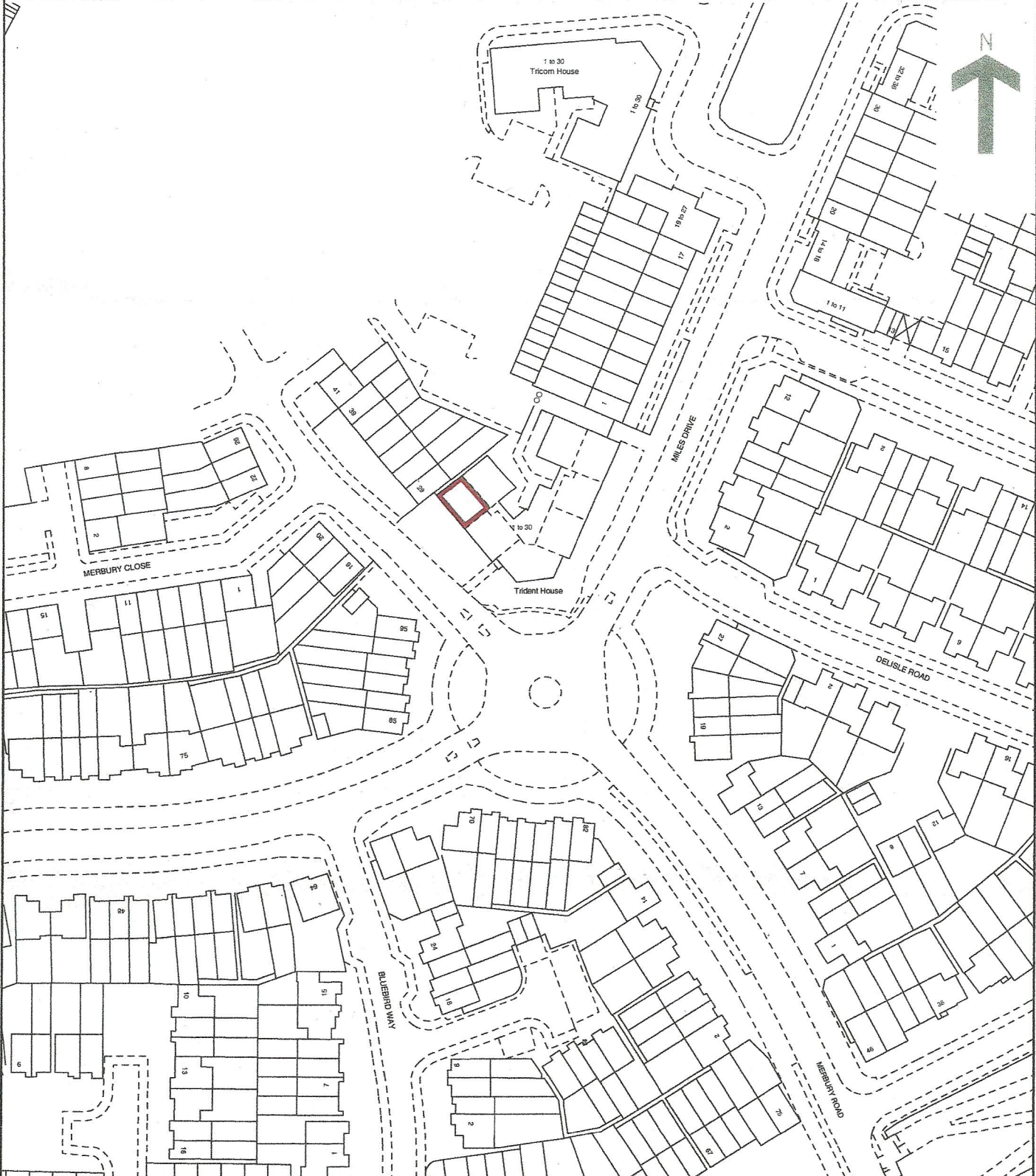
End of register

Land Registry
Official copy of
title plan

Title number **TGL248018**
Ordnance Survey map reference **TQ4480SE**
Scale **1:1250**
Administrative area **Greenwich**



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This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground. See Land Registry Public Guide 19 - Title Plans and Boundaries.

This title is dealt with by Land Registry, Telford Office.