

Assured Shorthold Tenancy Agreement

Between

KPD REALTY LTD

Landlord

&


Tenant

**Lower Ground Floor, Flat 3,
1A Bishops Place, Sutton,
SM1 4PJ**

DATE: 11th March 2023

This agreement is made between

LANDLORD: KPD REALTY LTD

**Belmont House
Station Way
Crawley, West Sussex
RH10 1JA**

which expression where the context includes the persons deriving title under the landlord and which shall constitute the Landlord's address for service for the purpose of section 48 of the Landlord and Tenant Act 1987.

TENANT:

PREMISES: Lower Ground Floor

Flat 3, 1A Bishops Place

Sutton

SM1 4PJ

TERM: A term certain of 12 Months

FROM: 11th March 2023

TO: 10th March 2024

RENT: The rent for the term shall be [REDACTED] per Month payable in advance. The first instalment of which has been paid on or before the commencement of the contract.

SPECIAL REMARKS:

Initial

1.THE LANDLORD shall let and the tenant shall take all those premises together with the fixtures furniture and effects (“the contents “) now in or upon the premises as the same are more particularly specified in an inventory signed by the parties hereto (“the inventory”) for the term such rent to be paid to the landlord by way of cash or bank transfer in Sterling to an account designated by the said landlord.

2.THE TENANT hereby agrees with the landlord as follows:-

- a) to pay the rent without deduction at the times and in the manner stated whether demanded or not and acceptance of cheques or other payments in settlement of rent drawn on accounts other than those off the tenant shall be on the basis of that any such payment is made on behalf of the tenant and is not direct or indirect acceptance of such party being the tenant nor having any interest in the premises. Any payments following termination (howsoever arising) shall be mense profits.
- b) To pay for all gas, electricity and fuel oil which shall be consumed on or supplied to the premises together with the amount of rentals and standing charges for the supply thereof and for all telephone calls and other telecommunications services to pay for the costs of any reinstatement of the services occasioned by the non-payment of these charges also not to allow disconnection thereof nor change the supplier and pay the water charges/rates and **including** any council tax or other such similar levy as may be demanded.
- c) To pay for the licence for any television set in the premises and to keep the television set if any and all other electrical appliances and apparatus in good working order and to pay for the repair or replacement of any such items which have been damaged during the tenancy fair wear and tear accepted.
- d) To keep the premises and the contents including smoking alarms in good tenantable repair and condition and to deliver up the same at the end of the tenancy in it as good a state of order repair and condition as they were at the commencement of the tub fair wear and tear and damaged by accidental fire and other insured risks accepted and particularly to keep all bath sinks taps laboratories cistern's drainage systems and gullies near and free running enter promptly repair or cause to be repaired any burst pipes or water storage tanks and clear any blockages to joins an waste pipes caused by the default or negligence of the tenant his servants or agents and to meet the cost of thereof and to take all reasonable precautions during the term bend the phrasing or pressing of water pipes storage tanks and to make a need systems water classes and sings free Anne clear from any obstruction. In any event the tenant shall not leave the premises unoccupied for more than 14 days. **If supplied with a washing machine the tenant is responsible to call an engineer at their expense for any repairs or service to be done.**
- e) During the term to make good repair replace or at the landlords option pay for any damage to the premises or the contents fair wear and tear damage by accidental fire or other insured risks only accepted and immediately to replace all broken glass electric bulbs and fuses

Initial

- f) To use the premises only as an for the private dwelling in the occupation of the tenant only and not to use of premises or any part of for any legal or immoral purpose nor for any sale by auction or any public meeting for religious political or other purposes and not to carry out any trade profession or business at the premises and not to do or suffer to be done in or upon the premises there on any act or thing which may be a nuisance damage or annoyance to landlord or the superior landlord if any or to the occupiers of any or the adjoining premises against fire or otherwise increase the ordinary premium there aren't repay the landlord on demand all sums from time to time paid by way of increased premium and all expenses incurred by him in or about any renewal of such policy rendered necessary by breach of the stipulation.
- g) If the premises constitute of fact the following provisions apply: -
- (i) "The Block" show me the building of which the premises shall form a part.
 - (ii) The tenant shall be entitled insofar as the landlord is entitled to grant such rights to the reasonable use of the entrance Hall staircase corridors and any other common parts of the block and the grounds an access raised their two under lift if any in common with other tenants of the block in other persons entitled to such rights.
- h) To keep the garden and grounds if any properly cultivated and free from weeds an in a neat and tidy condition and any lawns properly mown in trees and shrubs print and not to cut down or remove any trees shrubs or plants (other than annual plants) in not alter the layout of any garden without the previous consent in writing of the landlord.
- i) Not to keep or permit to be kept on the premises any pets or animals of any description that the previous consent in writing of the landlord which consent the landlord may at any time withdraw any pet or animal which the tenant may keep or allowed to be kept on the premises shall soil any carpet rug or fabric or other item or cause infestation and to pay the landlord the cost of replacing such carpet or rug fabric or other item with anyone of as good quality as one soiled.
- j) not to carry out or permit to be carried out the affixing of any picture hooks or the like including Inter Alia glue blue tack or fixings nor any alteration to or redecoration of the premises without the previous consent in writing of the landlord and without any prejudice to the landlords' rights and remedies under this agreement. In case of any breach of this covenant by the tenant the tenant shall pay to the landlord the entire cost of repair work or redecoration necessary to reinstate the premises to their condition at the commencement of the term

Initial

- k) not to cut maim injury nor damage that premises or any part thereof and not to stop up dark in or obstruct any windows lights on the premises and to clean all windows an wash all net curtains at least every 12 weeks and have all chimneys and flues (if any) belonging to the premises cleaned and swept as often as necessary and in any case during the last four weeks of the term end clean all curtains at least once a year and to pay for the washing of all linens and for the washing off and cleaning of all counterpanes blankets toilet covers upholstery curtains and similar articles as may become swell during the tenancy.
- l) Not to bring into the premises any additional furniture without the prior consent in writing of the landlord and not to remove from the premises or store any contents in any garage or outhouse without the written consent of the landlord and to leave at the end of the term in the several rooms and places as described in inventory and in the event of the premises or the contents not being delivered up in all respects as hearing agreed the tenant shall pay the landlord the cost incurred by the landlord in cleaning and arranging the rooms in accordance with the inventory.
- m) not to play any musical instrument or sound reproduction in equipment so as to be a cause of annoyance or disturbance to adjoining about prejudice to the generality of the foregoing not between the hours of 11:00 PM 7:00 AM to play any such instrument or use any such equipment so as to be audible outside the premises.
- n) not to assign or charge the benefit of this agreement or share or underlet or part with possession or occupation of the premises or contents or any part thereof and not to take in lodgers or paying guests.
- o) to report immediately in writing to the landlord any damage disrepair defect or deficiency in the premises or the contents including any break in or theft or by third parties and to be liable for any costs arising from the failure to report such defects and efficiency and to pay for the repairing of the premises or the contents where such costs is attributable to the misuse or neglect by the tenant.
- p) to be in attendance and to permit the landlord and the landlords agent with or without workmen and others at all reasonable times from 0830 to 1800 and as often as may be necessary upon the landlord giving to the tenant reasonable notice (except in the case of emergency) to enter an examine the state of condition of the premises and content to carry out any works that may be necessary to maintain the structure and fabric of the premises and contents and thereupon the landlord may serve upon the tenant notice in writing specifying any repairs necessary to be done and for which the tenant is liable under the stipulations of his part here in the four contained and if the tenant shall not within 10 days after the service of such notice proceed diligently with the execution of such repairs than to permit the landlord for the landlords agents to enter upon the premises and execute such repairs then to permit the landlord or the landlords agents to enter upon the premises and execute such repairs and the cost thereof shall be adept do from the tenant to the landlord and be forthwith recoverable by action.

Initial

- q) to permit the landlord or the landlords' agent during the last two months of the term to enter the premises during normal working hours together with any perspective tenants were purchasers to view the premises and in case shall not be convenient for the tenant to be at the premises at the time of any such viewing to make the keys available to the landlords agent so that such agents may escort perspective tenants or purchasers over the premises.
- r) If the tenant or any agent appointed by him shall not keep an appointment made by the landlord or the landlord's agent to cheque the set inventory at the end of the term to pay the additional costs incurred by the landlord in making an attending a second appointment to cheque the said inventory and if neither the tenant or the agent shall keep such second appointment any assessment made by the landlord or landlords agent of the compensation or other sums payable by the tenant shall be final and binding on the tenant notwithstanding such non-attendance.
- s) At the tenants goods or any of them or any goods belonging to members of the tenants household shall not have been removed from the premises at the time of expiration or sooner determination of the tenancy (i) to pay to the landlords damages at a rate equal to the rent than payable for the premises until the tenant shall have remove all such goods and (ii) to pay the landlord any additional expense incurred by the landlord in checking the said inventory (which cannot be checked until all such goods belonging to the tenant or members of his household have been removed.
- t) in the event of loss or damage by fire theft impact or other causes immediately to inform the landlord or the landlords' agent and to give details thereof to enable the landlord to make his claim to the landlords' insurance company. Any claim for damage in relation to the tenants' goods chattels personal belongings in additional furniture (by consent under clause 2 (1) shall be made pursuant to the tenants' own contents insurance policy if any.
- u) To forward immediately upon receipt to the landlord or the landlord's agent any corresponding address to the landlord which is delivered at the premises and to inform the landlord or the landlords' agent forthwith of any notice affecting the premises which may be served on the tenant or left on the premises or otherwise come to the attention of the tenant.
- v) Not to keep any offensive goods provisions or materials upon the premises and not erect or fit any stove paraffin heater or other appliance nor to keep any inflammable substance or do suffer to be done anything whatsoever whereby any insurance of the premises may become void or voidable or whereby the rate or premium for any such insurance may be increased.
- w) Not to do or permit to be done any act matter or thing in contravention of terms of the lease (if any) under which the landlord holds the premises.

Initial

- x) To hand over to landlord or his agents by 12:00 PM on the last day of the tenancy or immediately following the checkout pursuant to clause 4 (b)(ii) all the keys to the premises.

- y) If any sum payable by the tenants will landlord under this agreement shall not be paid within 14 days of the same becoming due to the pay to the landlord interest thereon at an annual rate of 6% above the base rate of Barclays Bank PLC from time to time in force (or such other rates or rates for the time being replacing the same by reference to which London clearing banks determine their own rates of interest)from time to time calculated on a day today basis from the date of the same becoming due down to the date of payment and the aggregate amount for the time being so payable shall at the option of the landlord be recoverable together with any bank charges by action or otherwise as rent in arrears.

- a) The **Landlord** hereby agrees.
 - a) To pay and keep the tenant indemnified against outgoings chargeable upon the premises during the term except as herein provided.

 - b) To keep in tenantable repair (fair wear and tear excepted) the exterior of the premises rendered necessary by the negligence or improper acts of the tenant excepted.

 - c) That the tenant paying the rent and performing and observing all obligations on his part herein before contained may quietly possess and enjoy the premises during the term without any interruption by the landlord or any person rightfully claiming under or in trust for them.

 - d) To insure and keep insured the premises and the landlord's contents against fire and such other risks as the landlord may think fit and with an insurance company of repute and to return to the tenant any rent payable for any period when the premises are rendered uninhabitable by fire or other insured peril.

 - e) To maintain a contractual agreement with any tenant(s) introduced by KPD Realty Ltd who remain in the property beyond their initial 12-month period, if approved by both the tenant and landlord. In such a circumstance a new AST will be drafted for a default period of 12 months (unless otherwise specified) on or before the expiration of the initial agreement.

 - f) To register any deposit paid by the tenant to a Government approved scheme which complies with sections 212-215, and Schedule 10 of the Housing Act 2004. The most common examples of which are Deposit Protection Scheme (DPS) and the Tenants Deposit Scheme (TDS).

Initial

3 PROVIDED ALWAYS and it is hereby agreed as follows.

- a) If the rent or any part thereof (whether formally demanded or not) shall be unpaid for fourteen days after the day on which it is payable or if the tenant shall have a receiving order in bankruptcy against him or compound with his creditors or in the event of any breach non-observance or non-performance by the tenant or any covenants and provisions herein contained then subject to the terms of the appropriate court order the landlord may at any time thereafter re-enter and take possession of the premises together with the contents and thenceforth the term hereby granted shall increase and be determined but without prejudice to any right of action of the landlord in respect of any breach of the tenants covenants herein contained
 - b) (i) The tenant shall pay on the signing of this agreement the deposit to be held by a Government Approved Deposit Scheme against any claim for the damages or dilapidations to the premises or the contents resulting from a breach by the tenant of his obligations herein and after deducting from the deposit any such damage or dilapidations or any sums payable by the tenant under the terms of this agreement (provided that nothing herein shall absolve the tenant from the obligation to pay rental and outgoings for which he is liable as and when the same become due during the term) any balance remaining shall be payable without interest following the termination of his tenancy to the tenant.
- (II) **When requested** it is further and mutually agreed that the checking in report/schedule of the condition at the commencement of the tenancy and the checking out report/schedule of dilapidations (if any) at the termination of the tenancy shall be prepared between the Landlord and the Tenant unless otherwise specified. The decision of both the Landlord and Tenant in respect of the said dilapidations at the termination of the tenancy shall be final. The Landlords Deposit Protection Service shall act as Stakeholder and will release funds to the tenant on receipt of written confirmation and agreement of all deductions (if any) from both parties.
- c) (Unless so varied by clause 4 (d) herein or the tenant is an individual and the rental in excess of £25,000 per annum) this agreement is to be an Assured Shorthold Tenancy pursuant to section 19A of the housing act of 1998.
 - d) If and so long as the tenant is a company (whereby clause 4(c) shall not apply) the premises may be occupied only by an employee of the tenant whose name shall first be submitted to and approved in writing by the landlord and so that (a) not more that one such employee together with his family and bona fide visitors may reside in the premises at any one time (b) such employee shall not be granted any tenancy or other legal interest in the premises nor shall he be charged or permitted to pay any rent or similar payment and (c)without prejudice to the liability of the tenant hereunder such employee while occupying the premises shall comply with all terms and conditions of this agreement relating to the conduct of persons resident in the premises.

Initial

- e) In this agreement words importing the masculine gender only shall include the female gender and words importing the singular number shall include the plural number and where there are two or more persons included from time to time in the expression “the landlord” and “the tenant” covenants entered into or made or accepted by such persons shall be deemed to be contracted jointly and severally and to be performed accordingly.

- f) Any notice to be given hereunder shall be deemed to be properly given if sent by prepaid “Signed for” Delivery the landlord by name at the address stated herein or if given to the tenant to him by name and address of the premises and if so sent shall be deemed to have been served not later than the second working day following the day on which it was posted.

- g) The term hereby granted may be determined by the landlord/tenant at any time after the commencement date of this agreement or any previous agreement by giving to the landlord/tenant two calendar months’ notice in writing expiring on any day upon which day the term shall cease and determine but without prejudice to any of the rights and remedies of the landlord against the tenant in respect of any antecedent claim of breach of covenant.

- h) If in whole or in part any term provision or covenant of this agreement shall be held by a court of competent jurisdiction to be invalid void unenforceable or contrary to statute such decision shall not affect the nature of the agreement as a whole or the validity of the remaining terms provisions or covenants of the agreement which shall remain of full force and effect and shall in no way be affected impaired or invalidated.

In consideration of the landlord granting the tenancy to the tenant the guarantor hereby covenants with the landlord that if at any time during the tenancy and any extension or renewal the tenant shall make default in payment of rent or in observing or performing any of the agreements, undertakings or conditions herein contained, the guarantor will forthwith on demand pay the rent and observe and perform the agreements, undertakings or conditions in respect of which the tenant shall be in default and make good to the landlord all losses damage costs and expenses thereby arising or incurred by the landlord on a full indemnity basis notwithstanding any waiver time or indulgence granted by the landlord to the tenant.

Initial

SIGNED BY THE LANDLORD/ LANDLORD AGENT

.....

KPD REALTY LTD

In the presence of: -

SIGNED:

DATE:

NAME:

ADDRESS:

.....

OCCUPATION:

Initial

SIGNED BY THE TENANT/S

NAME:



SIGNED BY THE TENANT/S

NAME:



DATE:

In the presence of: -

SIGNED:

DATE:

NAME:

ADDRESS:

.....

OCCUPATION:

RENT:  per Month

DATED: 11th March 2023

Initial