TENANCY AGREEMENT
FOR AN UNFURNISHED PREMISES ON AN
ASSURED SHORTHOLD TENANCY

Date: 15 September 2023

The LANDLORD is: **BRYMORE NO 1 LTD**
C/O Add Living Ltd
6 Heddon Street
London
W1B 4BT

The TENANT is: **COLIN BRANDON TONEY**
of: Flat 1
151 Selhurst Road
London
SE25 6LQ

PROPERTY: **THE FLAT SITUATED AT AND KNOWN AS:**
Flat E, 53 Warminster Road
London
SE25 4DQ

Together with the fixtures and furniture and effects now in and upon the Property and more particularly specified in the Inventory thereof signed by the parties.

TERM: A term certain of **ONE YEAR** from the **16th day of September 2023** and expiring on the 1**5th day of September 2024**

RENT: **£ 1,400.00 per calendar month**

DEPOSIT: **£ 1,615.38** A deposit is to be held by **Brymore No 1 Ltd C/O Add Living Limited** of 6 Heddon Street, London, W1B 4BT

PAYABLE: **£ 1,400.00** payable on the 1st (FIRST) day of every month, without any deductions whatsoever, payable to **Brymore No 1 Ltd C/O Add Living Limited** of 6 Heddon Street, London, W1B 4BT

NOTICE: It is further agreed, that either the Landlord or Tenant may terminate the tenancy by notice served upon the other, in writing by recorded post, giving a minimum of **(TWO) 2** month's previous notice, computed from the day after the day of delivery of such notice, to expire not earlier than the **15th day of March 2024** without prejudice to any breach of covenant.

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1. IT IS HEREBY AGREED THAT:

1.1 Definition of a Landlord - the Landlord includes the persons for the time entitled in reversion expectant on the tenancy.

1.2 References to the Property include references to any part or parts of the Property and to the fixtures and furniture and effects or any of them.

1.3 Agent means Add Living Ltd.

1.4 The Landlord shall let and the Tenant shall take the Property for the term and at the rent set out herein.

1.5 This agreement is intended to create an Assured Shorthold Tenancy as defined by the Housing Act 1988 (as amended by the Housing Act 1996) and the provisions for recovery of possession by the Landlord in Section 21 thereof apply accordingly.

1.6 The Assured Shorthold Tenancy created by this agreement may not be assigned save pursuant to an order under the Matrimonial Clauses Act 1973 Section 24.

1.7 At the end of the tenancy there will be an inventory check to which the Tenant is entitled to attend. If neither the tenant nor their representative attends, the Landlord or his agent may assess any sums due for damage to the property or contents.

2. TENANT'S OBLIGATIONS

The Tenant agrees to:

2.1 a) Pay the rent at the time and in the manner specified.

b) To pay all rates, water rates, Council Tax, taxes and outgoings which are now or at any time herein after may become payable in respect of the premises (land property tax alone excepted).

2.2 a) Pay for all gas, electric light, water and sewerage services and power for the telephone at the Property and supply to the Property during a tenancy. Where necessary, the sums demanded by the service provider will be apportioned according to the duration of the tenancy. The sums covered by this clause include standing charges or other similar charges and VAT as well as charges for actual consumption.

b) The Tenant will not apply to British Telecom on the termination of this agreement for the disconnection of the service.

2.3 Use the Property in a proper and tenant-like manner.

2.4 Keep the interior of the Property and all fixtures and fittings therein in the good condition and repair in which it is at the commencement of the tenancy and immediately replace and pay for all broken glass.

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2.5 Deliver up to the Landlord the Property and all new fixtures and additions thereto (except such as the Tenant shall be entitled by law to remove) and the furniture and effects specified in the Inventory or the articles substituted for the same at the expiration or sooner determination of the tenancy in such good condition as at the commencement of the tenancy and to be responsible for the costs of the Landlord or Agent incurred in relation to checking the said furniture and effects against those specified in the Inventory at the end of the tenancy.

2.6 Pay for cleaning carpets, soft furnishings and curtains. The Tenant agrees that the same are fresh and clean at commencement.

2.7 Permit the Landlord and their respective agents with or without workmen and others at all reasonable times during the tenancy with prior appointment except in the case of emergency to enter the Property for the purpose of repairing and painting the outside thereof or of carrying out and completing any structural or other necessary or property repairs to the Building or of examining the state and condition of the property demised any internal damage so considered to be made good by the Landlord at his own cost provided notice is given in writing within 24 hours to the Landlord of any alleged damages caused.

2.8 Permit the Landlord or the Agent to give the Tenant notice in writing of all wants of repair cleansing, amendments and restorations to the interior of the Property then found and of all destruction loss, breakage or damage of or to the furniture and effects as the Tenant shall be bound to make good then found and by such notice to require or make good the same respectively within two months then next following within which time the Tenant shall repair cleanse amend and restore or make good the same accordingly.

2.9 Not to remove the furniture and effects specified in the Inventory or any part thereof or any substituted furniture and effects from the Property.

2.10 Not to sublet or part with possession of the premises or any part thereof.

2.11 Not to do or suffer to be done in or on the Property any act or thing which may be a nuisance, damage or annoyance to the Landlord or to the occupier of any of the adjoining premises or which may vitiate any insurance of the Building against fire or otherwise increase the ordinary premium thereon.

2.12 a) Not damage or injure the Property or make any alterations in or addition to it.

b) Not redecorate the Property or any part thereof without first obtaining the Landlord's written approval of the type, colour and design of the decoration.

2.13 Not hang or allow to be hung, any clothes or other articles on the outside of the Property.

2.14 Keep clean, open and in good working order and free from obstruction all baths, sinks, taps, lavatory cisterns, drains waste and other pipes and gutters, down pipes and gullies on or serving the Property and to indemnify the Landlord from and against all damage occasioned through any breach of this obligation or through leakage or overflow from any of the pipes, drains, taps, baths, sinks, cisterns or lavatories provided that the Tenant shall not be liable for any damage occasioned under this sub-clause other than by its own negligence or default.

2.15 Give to the Landlord or the Landlord's Agent immediate written notice of any damage or destruction or loss happening to the Property or the fixtures, furniture and effects whether by fire or otherwise or order the execution of any repairs the cost of which the Tenant is prepared to discharge at the Tenant's own expense should repairs become necessary for which the Tenant does not accept liability forthwith notify the Landlord or the Landlord's Agent thereof.

2.16 To provide a dustbin clearly labelled with the flat number or property address.

2.17 To yield up the property to the Landlord in good repair, clean on quitting.

2.18 Whenever the Property is left unattended fasten securely all dead locks or other locks and bolts fitted to doors and windows permitting access to the Property and during the winter months and at any time as necessary take reasonable precautions to avoid damage by freezing.

2.19 Not to change the locks to the front door of the Property without the written consent of the Landlord.

2.20 Clean all the windows of the Property once at least in every month of the tenancy all net curtains every six weeks and all other curtains every twelve months.

2.21 Not deposit any store of coal elsewhere than in the shed or other receptacle provided for the purpose nor keep any combustible or offensive goods provisions or materials on the Property.

2.22 Not permit any waste spoil or destruction to the Property or the Building.

2.23 Not pull down, alter, add or in any way interfere with the construction or arrangement of the Property.

2.24 Within seven days after receipt of any notice given or order made by any competent authority in respect of the Property give full particulars thereof to the Landlord and to take all reasonable steps to comply with the same and join with the Landlord and at the Landlord's expense in taking such other reasonable steps to comply with the same and join with the Landlord and at the Landlord's expense in taking such other reasonable action in relation thereto as the Landlord may decide.

2.25 The whole demise must be cleaned at the end of the tenancy to a professional standard.

2.26 Not to play or permit to be played on the premises any musical instrument or equipment so as to cause a nuisance to neighbouring occupiers after eleven o'clock pm or before ten o'clock am.

2.27 During the last six weeks of the tenancy to permit any person to enter and inspect the premises at reasonable hours upon the arrangement of a convenient appointment made by the Landlord or the Agent.

2.28 Not to keep or permit to be kept any animal, bird or reptile on the said premises.

2.29 To ensure at all times during the tenancy hereby created there is a current valid television receiving licence in force in respect of any television set in the Property whether belonging to the Landlord or Tenant.

2.30 The Tenant hereby covenants to pay interest to be calculated on a day to day basis at the rate of 3% above the Base Rate of Barclays Bank from time to time upon all rent and other payments due to the Landlord pursuant to the terms hereof and unpaid for a period of fourteen days.

2.31 Pay all costs charges and expenses (including solicitors costs and surveyors fees) incurred by the Landlord in respect of an incidental to or in contemplation of the preparation and service of a Notice under section 146 of the Law of Property Act 1925 and whether or not such notice is actually served and notwithstanding that forfeiture other than by relief is granted by the Court.

2.32 If the Property is unoccupied for longer than fourteen days to notify the Landlord prior to departure.

2.33 To keep the garden at the premises (if any) in good order and to keep the grass cut and borders free from weeds and litter and not to damage or remove any plants or shrubs.

2.34 Tenant is advised to insure his personal possessions against all risks.

2.35 Not to overcrowd the property, such definition will be at the discretion of the Landlord.

2.36 Subject to Section 11 of the Landlord & Tenant Act 1985 applying to the tenancy, to keep the drains, gutters and pipes for the Property clear. This means that if the tenancy is of a dwelling house for a term of less than 7 years and Section 11 of the Landlord & Tenant Act 1985 applies, the Landlord has to do any clearance work required in order to keep the drains, gutters and pipes in repair but does not have to do small jobs which a reasonable tenant would do.

2.37 To use the Property as a private dwelling house only. This means the tenant must not carry on any profession, trade or business at the Property and must not allow anyone else to do so.

2.38 To do or suffer to be done in or on the Property the cultivation of cannabis or any other such drug as defined by the current legislation, particularly within any loft spaces and/or basements.

3. TENANCY DEPOSIT SCHEME

3.1 The tenants hereby agree to pay upon the signing hereof a deposit of **£ 1,615.38** which is to be held by The Landlord, **Brymore No 1 Ltd C/O Add Living Limited** of 6 Heddon Street, London, W1B 4BT. The Landlord is a member of the Tenancy Deposit Scheme (TDS).

3.2 Any interest earned will belong to the Landlord.

3.3 The Deposit has been taken for the following purposes:

a) Any damage or compensation for damage to the premises its fixtures and fittings or for missing items for which the tenant may be liable subject to an apportionment or allowance for fair wear and tear the age and condition of each and any such item at the commencement of the tenancy insured risks and repairs that are the responsibility of the Landlord.

b) The reasonable costs incurred in compensating the Landlord for or for rectifying or remedying any major breach by the tenant of the tenant's obligations under the tenancy agreement including those relating to the cleaning of the premises its fixtures and fittings.

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c) Any unpaid accounts for utilities or water charges or environmental services or other similar services or Council Tax incurred at the property for which the tenant is liable.

d) Any rent or other money due or payable by the tenant under the tenancy agreement of which the tenant has been made aware and which remains unpaid after the end of the tenancy.

3.4 At the end of the tenancy:

a) The Member must tell the tenant within 10 working days of the end of the tenancy if they propose to make any deductions from the Deposit.

b) If there is no dispute the Member will keep or repay the Deposit, according to the agreed deductions and the conditions of the tenancy agreement. Payment of the Deposit or any balance of it will be made within 10 working days of the Landlord and the Tenant agreeing the allocation of the Deposit.

c) The Tenant should inform the Member in writing if the Tenant intends to dispute any of the deductions regarded by the Landlord or the Agent as due from the deposit within 20 working days after the termination or earlier ending of the Tenancy and the Tenant vacating the property. The period may not be reduced to less than 14 days. The Independent Case Examiner ("ICE") may regard failure to comply with the time limit as a breach of the rules of TDS and if the ICE is later asked to resolve any dispute may refuse to adjudicate in the matter.

d) If after 10 working days following notification of a dispute to the Member and reasonable attempts having been made in that time to resolve any differences of opinion there remains an unresolved dispute between the Landlord and the Tenant over the allocation of the Deposit the dispute will be submitted to the ICE for adjudication. All parties agree to co-operate with the adjudication.

e) The statutory rights of the Landlord and the Tenant to take legal action through the County Court remain unaffected by clauses 3.1 – 3.4 above.

3.5 Protection of the deposit:

The Deposit is safeguarded by the Tenancy Deposit Scheme, which is administered by: The Tenancy Deposit Scheme, P O Box 1255, Hemel Hempstead, Hertfordshire, HD1 9GN

4. PROVISO FOR RE-ENTRY

Provided as follows:

4.1 If the rent or any instalment or part thereof shall be in arrears or unpaid for seven working days after the same shall have become due (whether legally demanded or not); or

4.2 In the event of the breach of any agreement on the part of the Tenant; or

4.3 If the Property shall (without notice having been given to the Landlord or the Landlord's Agent) be left vacant or unoccupied for twenty-eight days;

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The Landlord may re-enter the Property and immediately thereupon the tenancy shall absolutely determine without prejudice to the other remedies available to the Landlord.

4.4 If any of the grounds set out in Schedule 2 of the Housing Act 1988 (as amended) being grounds to 8, 10, 11, 12, 13, 14, 15 or 17 are made out;

The Landlord may give written Notice to the Tenant that the Landlord seeks possession of the Property. If the Tenant does not comply with that Notice, the Landlord will bring this Agreement to an end and regain possession of the Property by complying with the statutory obligations; obtaining a Court Order; and re-entering the property with the County Court Bailiff. This clause does not prejudice any other rights that the Landlord may have in respect of the Tenant's obligations under this Agreement.

Definitions & Interpretations

The basis upon which the Landlord can recover possession from the tenant, during the fixed term as set out in the grounds of Schedule 2 of the Housing Act 1988 (as amended) and which are referred to in this Agreement as follows:-

Mandatory Grounds

Ground 1:

The Landlord has given Notice to the Tenant that the Landlord is the owner/occupier of the property and that:
a. At some time before the beginning of the Tenancy the Landlord (or joint Landlords if applicable) who are seeking possession, at least 1 of them occupied the dwelling house as his only or principal home; or
b. The Landlord (or joint Landlords if applicable) who are seeking possession, at least 1 of them requires the dwelling house as his or his spouse's only or principal home and neither the Landlord nor any other person who, as Landlord, derived title under the Landlord who gave the Notice mentioned above acquired an interest in the tenancy for money or monies worth.

And that possession of the property may be recovered under Ground 1 of Part 1 of the Schedule 2 of the Housing Act 1988.

Ground 2:

The Landlord has given Notice to the Tenant that the dwelling house is subject to a mortgage granted before the beginning of the tenancy and:
a. The Lender is entitled to exercise a power of sale conferred on him by the mortgage or by Section 101 of the Law of Property Act 1925; and
b. The Lender wants possession of the dwelling house for the purpose of selling it with vacant possession and exercise of that power; and
c. Either Notice was given as mentioned Ground 1 above or the Court is satisfied that it is just and equitable to dispense with the requirement notice;
And for the purposes of this Ground "mortgage" includes a "Charge and Mortgagee" shall be construed accordingly and that possession of the Property might be recovered under Ground 2 of Part 1 of Schedule 2 of the Housing Act 1988 and the Tenant upon signing the Agreement acknowledges that he has received such Notice.

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Ground 8:

Both at the time of serving the Notice of the Intention to Commence Proceedings and at the time of the Court Proceedings there is

a. At least 8 weeks rent unpaid where rent is payable weekly or fortnightly;
b. At least 2 months' rent is unpaid if rent is payable monthly;
c. At least 1 quarters rent is more than 3 months in arrears if rent is payable quarterly;
d. At least 3 months' rent is more than 3 months in arrears if rent is payable yearly.

Discretionary Grounds

Ground 10:

Both at the time of serving the Notice of the Intention to Commence Proceedings and at the time of the Court Proceedings there is some rent outstanding;

Ground 11:

There is a history of persistently late rent payment;

Ground 12:

The Tenant is in breach of 1 or more of the obligations under the Tenancy Agreement;

Ground 13:

The condition of the Property or the Common Parts has deteriorated because of the behaviour of the Tenant or any other person living at the Property;

Ground 14:

The Tenant or someone living or visiting the Property has been guilty of conduct which is or visiting the Property has been convicted of using the Property, or allowing it to be used for immoral or illegal purposes or has committed an arrestable offence in or in the locality of, the Property;

Ground 15:

The condition of the furniture has deteriorated because it has been ill-treated by the Tenant or someone living at the property;

Ground 17:

The Landlord was induced to grant the tenancy by a false statement made knowingly or recklessly by either the Tenant or a person acting at the Tenant's instigation.

5. LANDLORD'S OBLIGATION

The Landlord agrees with the Tenant as follows:

5.1 To pay the Landlord's Property Tax assessed or charged on the Landlord on the rents paid only.

5.2 That the Tenant paying the rent may quietly possess and enjoy the Property during the Tenancy without any unlawful interruption from the Landlord or any person claiming under or in trust for the Landlord.

5.3 To return to the Tenant any rent payable for any period while the Property is rendered uninhabitable or inaccessible by reason of fire, tempest flood or other inevitable accident the amount in case of dispute to be settled by arbitration but provided always that insurance cover in respect of such events has not been vitiated by the Tenant.

6. THE LANDLORD'S WARRANTS

6.1 That he is the sole owner of the freehold interest in the Property and that all consents necessary to enable him to enter into this agreement (whether from Mortgagees or others) have been obtained.

6.2 That all mechanical and electrical equipment owned by the Landlord in the Property is in good repair and working order and that the Landlord will at his own expense maintain the same in such condition during the term of the tenancy (except in the case of misuse by the Tenant).

6.3 That in the event the Landlord takes up residence outside the UK the Landlord will then appoint a managing agent at all times who will become responsible for maintaining the property and withholding tax if applicable.

6.4 The Tenancy Agreement shall take effect subject to the provisions of Section 11 of the Landlord and Tenant Act 1985 and as further amended by S116 Housing Act 1988, as amended by the Housing Act 1996.

6.5 It is hereby agreed and understood that the Landlord will insure and keep insured during the period of the tenancy the Property effects as itemised in the Inventory with a reputable Insurance Company against loss or damage by fire, theft, flood and vandalism and the Tenant shall be responsible for insuring only those items which he/she personally introduces into the Property during the period of the tenancy.

6.6 Any notice required to be served upon the Tenant shall be sufficiently served if it is left at the property referred to in this agreement.

6.7 It is hereby agreed and understood that should the Tenant extend the tenancy hereby created, unless otherwise agreed, the same terms and conditions shall apply.

7. ADDITIONAL DOCUMENTS RECEIVED

7.1 The Tenant confirms they are in receipt of the Government's 'How to Rent Guide: the checklist for renting in England', a full copy of the Energy Performance Certificate and a valid Gas Safety Record (where there is gas in the property).

8. RIGHT TO RENT

8.1 To agree that all persons named as the Tenant or as an Occupier must provide a valid passport and visa or work permit to the Landlord or the Agent prior to taking occupation of the Property either before or during the Tenancy. To avoid doubt if any person forming the Tenant or the Occupier fails to comply the Landlord may take any necessary legal action to have the person evicted from the Property.

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8.2 If any person forming the Tenant or any occupier changes during the Tenancy all persons forming the Tenant agree to inform the Landlord or the Agent promptly of any amendment to the Occupiers of the Property and to ensure that any new or additional person forming the Tenant, the Occupier or intending to reside in the Property complies with the legal requirements of the "Right to Rent" prior to taking occupation.

As witness the hands of the said parties the day and year first above written.

SIGNED by: Colin Toney
COLIN BRANDON TONEY

SIGNED by: Jodhi Ball
(on behalf of Add Living Limited)

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