

IMPORTANT NOTICE

THIS LEASE IS A CONTRACT BETWEEN THE LANDLORD, THE TENANT AND THE GUARANTOR. IT IS LEGALLY BINDING UPON ALL PARTIES. IF YOU HAVE DOUBTS ABOUT ANY PART OF IT OR DO NOT UNDERSTAND ANY OF THE TERMS USED OR THE LEGAL EFFECT OF ANY OF THE CLAUSES IN THE LEASE, YOU SHOULD, BEFORE SIGNING SEEK ADVICE FROM EITHER A SOLICITOR, CITIZENS ADVICE BUREAU OR A LAW CENTRE WHERE YOU MAY QUALIFY FOR FREE LEGAL ADVICE. YOUR SIGNING OF THIS DOCUMENT WILL BE TAKEN AS AN ACKNOWLEDGEMENT THAT YOU UNDERSTAND ITS TERMS AND AGREE TO BE LEGALLY BOUND BY THEM.

REPAIRING OBLIGATIONS

A TENANT IS UNDER AN IMPLIED OBLIGATION TO USE THE PROPERTY IN A RESPONSIBLE WAY AND A TENANT-LIKE MANNER. WARREN V KEEN, (1954) IS ONE OF THE KEY CASE LAW DECISIONS IN THIS RESPECT, AND THE JUDGE (DENNING LJ) STATED THIS OBLIGATION:

“THE TENANT MUST TAKE PROPER CARE OF THE PLACE. HE MUST, IF HE IS GOING AWAY FOR THE WINTER, TURN OFF THE WATER AND EMPTY THE BOILER. HE MUST CLEAN THE CHIMNEYS, WHEN NECESSARY, AND ALSO THE WINDOWS. HE MUST MEND THE ELECTRIC LIGHT WHEN IT FUSES. HE MUST UNSTOP THE SINK WHEN IT IS BLOCKED BY HIS WASTE. IN SHORT, HE MUST DO ALL THE LITTLE JOBS ABOUT THE PLACE WHICH A REASONABLE TENANT WOULD DO. IN ADDITION, HE MUST OF COURSE, NOT DAMAGE THE HOUSE WILFULLY OR NEGLIGENTLY; AND HE MUST SEE THAT HIS FAMILY AND GUESTS DO NOT DAMAGE IT; AND IF THEY DO, HE MUST REPAIR IT. BUT APART FROM SUCH THINGS, IF THE HOUSE FALLS INTO DISREPAIR THROUGH FAIR WEAR AND TEAR OR LAPSE OF TIME, OR FOR ANY REASON NOT CAUSED BY HIM, THEN THE TENANT IS NOT LIABLE TO REPAIR IT.”

THIS AGREEMENT IS SUBJECT TO MANUSCRIPT AMENDMENT FOLLOWING NEGOTIATION BETWEEN A PARTICULAR LANDLORD AND A PARTICULAR TENANT AS REGARDS A PARTICULAR PROPERTY. SUCH AMENDMENTS WILL BE SIGNED OR INITIALLED BY THE PARTIES PRIOR TO THE GRANT OF THE LEASE.

AN ASSURED TENANCY AGREEMENT made within the meaning of the Housing Act, 1988 on the 25th day of May 2010 BETWEEN Rathgold Ltd. (Agent - Krypton Property Group) of 86/88 Wallasey Road, Wallasey, Wirral ("the Landlord") of the one part and Michael Kelly of 25 Harrowby Road, Birkenhead ("the Tenants") of the other part WHEREBY IT IS AGREED as follows:-

1. THE LANDLORD lets and the Tenant takes ALL THAT property known as 562 Old Chester Road, Rock Ferry, Merseyside (hereinafter referred to as "the Demised Premises") Licencees AND TOGETHER WITH the use of all the fixtures and fittings in the Demised Premises and in particular without prejudice to the generality of the foregoing words the items (if any) specified in the Schedule hereto (hereinafter referred to as "the Scheduled Items") TO HOLD unto the tenant for the term commencing the 31st May 2010 and ending 30th November 2010 YIELDING AND PAYING therefor the rent £375.00 paying in advance by 12 equal instalments of £375.00 the first two such instalments of rent to be paid on the signing hereof and the second such instalment to be paid on the 30th June 2010 and each subsequent instalment on the 30th day of each subsequent month
2. THE TENANTS agree with the Landlord as follows:-
 - (1) To pay the said rent at all times and in the manner aforesaid clear of all deductions and to pay such amended rent following each 12 month period so as to allow for inflation as determined by the Retail or Consumer Price Index
 - (2) To pay the Council Tax and water rates payable in respect of the Demised Premises
 - (3) To pay also all charges for electric current (gas) and telephone services (including rent) supplied to or used at the Demised Premises during the tenancy and any charges for

the tenancy being apportioned and it is agreed that the meter readings at the commencement of the tenancy were as to electric current (and gas respectively)

(4) To keep the interior of the Demised Premises and the painting, papering, decorations and all windows glass and the Landlords fixtures, fittings and appliances therein (except installations and items which the Landlord is liable hereunder or by Law to repair) in good and substantial repair and condition and to allow the Landlords cost for so doing, the same to be recoverable as rent in arrears if not paid within 21 days of completion of the said work. Any redecorating scheme must first be submitted in writing to the Landlord and can only be carried out following receipt of the Landlords written consent to do so. In any event, the colour scheme of the interior and exterior of the property shall not be changed from that chosen by the Landlord without his written consent

(5) To make good any stoppage or damage to the drains or septic tank which is caused by the negligence of the Tenants their servants or visitors and so that every such stoppage or damage to the drains or septic tank which is caused by the negligence of the Tenants their servants or visitors and so that every such stoppage or damage shall be presumed to have been caused by such negligence unless the Tenants prove the contrary to the satisfaction of the Landlord and the cost of making good the same (if incurred by the Landlord) shall be payable to him by the Tenants on demand

(6) To permit the Landlord and any persons duly authorised by him to enter upon the Demised Premises or any part thereof at all reasonable times to examine the state and condition thereof and thereupon the Landlord may serve upon the Tenants notice in writing specifying and repairs necessary to be done and if the Tenants shall not within ten days after service of such notice proceed diligently with the execution of such repairs then to permit the Landlord or his workmen to enter the Demised Premises and execute such repair and the cost thereof shall be a debt from the Tenants to the Landlord and be forthwith recoverable

(7) Not to use or permit the Demised Premises to be used otherwise than as a private residence for the use of the Tenants and not permit any other person to occupy the Demised

Premises and not to take in lodgers or paying guests and not to carry on the Demised Premises any trade profession or business

(8) Not to do or permit or suffer to be done on the Demised Premises any act or thing which is or may be an annoyance damage or a nuisance to the Landlord or the occupiers of any adjoining or neighbouring premises

(9) Not to hold or permit or suffer to be held upon the Demised Premises or any part thereof any sale by auction

(10) Not to assign underlet or otherwise part with possession of the Demised Premises or any part of them

(11) To permit the Landlord and his agents to enter the Demised Premises at all reasonable hours in the daytime for the purpose of viewing the condition thereof and for the purpose of carrying out repairs or improvements of the Demised Premises. In the event of the Tenant failing to honour an agreed appointment with the Landlord or its Agents to allow access to the Landlord/its Agents/its Servants to the property at any agreed time and date, to pay to the Landlord or its Agents a call-out fee of £30.00, such charge to be paid within four weeks of the date so incurred.

(12) At all times during the tenancy or at any time previously if the Landlord wishes to sell or let the Demised Premises to permit a notice to be affixed to the front of the Demised Premises intimating that the same are to be sold or let and to permit persons with written orders from the Landlord or his agent to view the same during reasonable hours in the daytime

(13) To yield up the Demised Premises at the end of the tenancy with all additions (if any) thereto and fixtures fittings thereof and Scheduled Items in good and tenantable repair (except as aforesaid) any Abandoned Goods remaining in the property will be considered to belong to the tenant and will be removed at the tenants expense.

(14) Not to make any alterations or demolitions in the layout or arrangement of the garden or (except the course of proper cultivation) cut lop or prune any trees shrubs or bushes

(15) Not to affix or exhibit or permit or suffer to be affixed or exhibited to or upon any part

of the exterior of the Demised Premises or on the external walls rails or fences thereof or at any window thereof any placard poster sign board or other advertisement except such as shall be approved by the Landlord or his Surveyor for the time being in writing

(16) Not to do or permit or suffer to be done anything whereby the policy or policies of insurance on the Demised Premises or the adjoining or neighbouring premises may become void or voidable or the premium may be increased and to comply with all recommendations of the Landlord's insurers concerning the insurance of the Demised Premises

(17) Not to introduce into the property any portable heaters by liquid or bottled gas fuels or any other heating appliance without the Landlords prior written consent

(18) Not to change the suppliers of utilities nor to alter or replace any meter attached to such utilities or to arrange for a water meter to be installed without the permission in writing by the Landlord

(19) To keep the Demised Premises locked at all times when not occupying the same and not to leave the property vacant for a period of more than 28 days

(20) To make good and pay for all damage (including accidental damage) caused by the Tenants, vandals, visitors or any other person or thing inclusive of their invitees whether caused by deliberate act or act of waste or neglect to: -

(i) any part of the Demised Premises

(ii) any of the fixtures in the house or the Scheduled items inclusive of all broken glass in doors and windows and to keep all electric lights in good working order and in particular to replace all fuses, bulbs and fluorescent tubes as and when necessary

(iii) any other article provided by the Landlord under this agreement

(21) To keep the Demised Premises clean and in a reasonable state of tidiness and to yield up the property and contents therein at the expiration or sooner determination of the Tenancy in the same clean state or condition as they were in at the commencement of the Tenancy and to pay for any cleaning services that may be required to re-instate the property to the same order as at the commencement of the Tenancy. For the avoidance of doubt the Tenant remains liable for the rent and utility charges at the property until compliance with this clause

- (22) To remove from the kitchen of all rubbish and place it in the bins provided and ensure that the bins be placed outside the Demised Premises on the appropriate day for collection by the Council Refuse Department
- (23) Not to allow empty milk bottles to accumulate in the kitchen or on the front doorstep
- (24) Not to use or permit any of the Demised Premises to be used for an illegal purpose
- (25) Not to cut main or injure any of the ceilings walls floors doors partitions or any other part of the Demised Premises and not to make any alteration or addition to the Demised Premises inclusive of the changing of locks or deadlocks on the front or rear entrance doors to the property
- (26) Not to store or bring upon the Demised Premises any articles of combustible flammable dangerous or of an illegal nature
- (27) Not to keep on the Demised Premises or any part thereof any dog or other animal or pet or bird (other than in secure cage or container) without obtaining written permission from the Landlord
- (28) Not to remove from the Demised Premises any fixtures fittings furniture or Scheduled items or any object belonging to the Landlord
- (29) Not to fix to the Demised Premises any external wireless or television aerial or any wires in connection therewith without having obtained the Landlord's previous consent in writing
- (30) To keep the chimneys swept as and when required
- (31) No wireless or musical appliance or instrument shall be played or used in such manner as to cause annoyance to the Landlord or other Tenants
- (32) To notify both the police and the Landlord or his agent of any forced entry or malicious damage to the Demised Premises
- (33) To notify the Landlord or his agent immediately in the event of burst water pipes or gas leaks anywhere in the Demised Premises
- (34) To retain the windows of the property suitably dressed with curtains such that a reasonable person would consider the same to be attractive when viewed from the exterior

and where the property consists of a flat within a building the same shall match in colour and approximate design to those of the adjoining flats.

(35) To notify the Landlord or his agent immediately in the event of keys being lost or mislaid and to make an immediate Deposit payment of **£25.00** towards the Tenants liability for any expenditure incurred as a result thereof in the provision of duplicate keys, replacement lock barrels and/or complete lock fittings as required; such works to be carried out by the Landlords/or agents nominated contractor

(36) To send without delay to the Landlord's Agent all correspondence addressed to the Landlord or the owner of the property and any Notice Order or proposal relating to the Property given made or issued under or by virtue of any statutes, regulation, order, direction or byelaw by any competent authority

(37) In order to comply with the Gas Safety Regulations it is necessary

(i) That the ventilators provided for this purpose in the property should not be blocked

(ii) That brown or sooty build-up on any gas appliance should be reported immediately to the Landlord or Landlord's Agent

(38) That in the event of death the Lease will automatically be terminated notwithstanding the legal rights of any remaining joint tenant

3. THE LANDLORD hereby agrees with the tenants that the Tenants paying the said rent and observing and performing all their obligations under this agreement may quietly enjoy the Demised Premises without any interruption by the Landlord or any person claiming through under or in trust for him

4. IT IS HEREBY AGREED AND DECLARED as follows: -

(1) If and whenever the said rent or any part thereof is in arrear for 21 days whether legally demanded or not or if any of the Tenants become bankrupt or makes arrangement with his or their creditors or commits any breach of any of the terms herein contained then the Landlord may re-enter upon the Demised premises and thereupon the tenancy hereby created shall determine but without prejudice to any remedy for any antecedent breach by the Tenants of any of the terms hereof

- (2) That the Tenants are satisfied at the date of this Lease that the property is in substantial and good repair and order and with the general condition of the Demised Premises and agree that they are suitable and reasonable accommodation for their purposes
- (3) Interest will **not** be charged on any outstanding arrears but a charge of £20.00 will be paid to the Landlord or his Agents by the Tenant and £10 by his Guarantor for every letter or statement written, telephone call made or received or personal visits made or received consequent upon any breach of this Agreement, whether the same be from or to the Tenant, his Guarantor, his Solicitor or other advisers or any Local Authority. The same shall be recoverable as rent arrears. Detail of any such Administrative Charges will be forwarded to the Tenant and/or his Guarantor each month until the same has been paid in full

(4) THE TENANT AND/OR HIS GUARANTOR will pay the Landlords or his Agents professional charges as follows: -

Whenever circumstances render the same to be necessary (as defined by the Landlord or his Agent) i.e. at the rate of £25.00 per hour for all work necessitated as a result of a breach of any of the terms of this Lease

If the following documents are served they shall be paid for as follows;

- a) Notice(s) served under Sections of the Housing Act 1988 - £35
- b) Statutory demand for Bankruptcy - £50
- c) Notice served under Section 146 of Property Act 1925 and/or Leasehold Property Repairs Act 1938 - £35

and if the following items are prepared they shall be paid for at the cost of £20.00 each;

- d) Arrears notification to tenant including copy to Guarantor
- e) Second arrears notification to tenant including copy to Guarantor

(5) IF THE TENANT makes any payment by cheque or standing order that is countermanded or not met by his/her bank a payment shall be made to the Agent in the sum of £30.00 to offset the Agents additional bank charges and to compensate him for the additional work necessitated by the same. In the event that proceedings are instigated at Court the

Tenant shall pay the Agents costs of preparing the detailed Schedule of Rent Arrears in the sum of £50.00 and the Agents costs attending Court to give evidence at the rate of £25.00 per hour, calculated from the time it is necessary to leave his office to the time when he returns thereto and similarly to the Agents Legal Advisors attending Court at the rate of £150.00 per hour.

(6) NO ORAL AGREEMENT shall alter the terms of this Agreement. Any variation thereof agreed to by both parties shall be in writing, signed by each party and attached hereto

5. WHERE THE CONTEXT ADMITS: -

(a) "The Landlord" includes the persons for the time being entitled in reversion expectant on the tenancy

(b) "The Tenant" includes the persons deriving title under the Tenant

(c) References to the Property include references to any part or parts of the Property

6. THE GUARANTOR

IN CONSIDERATION of the Landlord entering into this Agreement at the request of the Tenant hereby jointly and severally agreed with and guaranteed to the Landlord that they will be primarily liable for payment of rent and all such expenses as reasonable incurred by the Landlord or his Agent on behalf of the Tenant (this Guarantee shall constitute the Guarantors principal debtor) and will ensure that the Tenant will pay all such monies hereby agreed to be paid by the Tenant at the respective times and in the manner appointed for payment thereof, both in respect of the Lease as now constituted and in respect of the Lease as it may become following service of any Notices under Section 13 of the Housing Act 1988 after contractual termination of this Lease and as it may become if allowed to continue following contractual termination as herein provided and will also duly perform, observe and keep the several stipulations therein on the Tenants part contained and that the Guarantor will pay and make good to the Landlord and keep the Landlord indemnified against all losses interest charges and costs of any proceeding whatsoever connected

with this Agreement on a Solicitors and own client basis and expenses sustained by the Landlord through default of the Tenant of the cost of making good damage caused by vandals, burglars or by the Tenants actions, waste or neglect for which the Tenant may properly be held responsible. No time or indulgence showed by the Landlord to the Tenant shall in any way affect this indemnity. The Guarantor hereby authorises the Landlord or his Agents to obtain Office Copy entries of the Title to any property owned by them should they wish to do so. In the event of the Tenants bankruptcy the Guarantor will, if the Landlord so insists, take up a new Lease in similar terms to this Lease

(b) THE TENANT(S) AND GUARANTOR hereby agree:-

(i) for the Land Registration Fees incurred in obtaining Office Copy entries of the Title to any properties owned by them to be paid to the Landlord or his Agent together with the cost of correspondence of photocopying in connection therewith

(ii) that in each successive Fixed Term Lease, the Guarantor Agreement is automatically renewed , such renewal to apply to both Lease extension, Rent increase and normal Tenant costs

(iii) that the Guarantor will not be permitted to withdraw such guarantee during any contractual fixed term and, as with the Tenant, will be bound to the end of the fixed term of the Lease or any 'hold-over' period or until the Tenant vacates the demised premises

(iv) that the Guarantor may seek to revoke such Guarantee at the end of a Fixed Term Lease by the provision of 3 months notice prior to the date of the end of the Fixed Term but only by way of an alternative Guarantor being made available by the Tenant and such alternative Guarantor being acceptable to the Landlord

7. NOTICE under section 48 of the Landlord and Tenant Act 1987. The Tenant is hereby notified that notices (including notices in proceedings) may be served on the Landlord by the Tenant at the following address: - 86/88 Wallasey Road, Wallasey

Wirral. CH44 2AE.

KRYPTON PROPERTY GROUP

(Est. 1981)

Tenant(s) Michael Kelly Property 562 Old Chester Road, Rock Ferry CH42 4PS

AGENTS CHARGE SHEET

INTEREST IS CHARGED ON RENT ARREARS AT 8% PER ANNUM

Revised from 01/07/09

Letter to Tenant – No charge for 1 st letter	£10
Letter to Guarantor	£10
Rent Arrears notification to Tenant	£15
Rent Arrears notification to Guarantor (copy)	£10
Rent Arrears Repayment – “Broken” Agreement Charge	£25
Personal visit to premises	£10
Visit to premises by Contractor – no access available	£25
Telephone Calls, Routine – nil. Arrears etc.	£5
Work necessitated owing to breach of Lease terms	£25p/hr
<u>Documents Served:</u>	
a) Notice under Sections of the Housing Act 1988	£35
b) Statutory Demand for Bankruptcy	£50
c) Notice Served under Section 146 of Property Act 1925 and/or Leasehold Property Repairs Act 1938	£35
<u>Preparation of:</u>	
d) Arrears Statement to Tenant	£20
e) Second arrears Statement to Tenant including copy to Guarantor	£20
<u>Countermanded Payment:</u>	
Cheque or standing order	£30
<u>Court Proceedings:</u>	
1) Rent Arrears Schedule	£50
2) Agent attending court	£25 p/hr
3) Agent’s Solicitor attending court providing evidence	£150 p/hr **

** All Solicitors charges are payable by the Tenant(s) or Guarantor

The above Charges are acknowledged and have been noted at the time & date of signing of the Lease Document in respect of the above property:-

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86/88 Wallasey Road, Wallasey, CH44 2AE – 0151 639 7554/7557 (Fax)

8. SCHEDULED ITEMS (referred to) (see attached)

AS WITNESS the hands of the parties the day and the year first before written

SIGNED AS A DEED

by the said



in the presence of: - D. McHugh

SIGNED AS A DEED

by the said

in the presence of: -

'WHEELIE – BIN' CONDITIONS

PROPERTY: 562 Old Chester Road, Rock Ferry, CH42 4PS

TENANT(S): Michael Kelly

I/We understand that a 'Wheelie-bin' is provided at the above property and that I/we are responsible for the cost of replacement by the local council in the event of damage or the bin being stolen or going missing for whatever reason.

Signed:..........**Name:** Michael Kelly

Signed:.....**Name:**.....

Date:.....25-5-.....2009