

Piney Estate Agents Ltd
Private Tenancy Agreement (Northern Ireland)

✓ **(This property is managed by Piney)**

This agreement is made on the _____ day of _____ 20____

1. The parties

This Tenancy agreement ('the tenancy') is between

The Landlord:

Whose address is:

Postcode:

And

And

The Tenant(s):

 (Name(s) & Address(es) appear at the end of this Agreement)

Where the Tenant consists of more than one person, they will have joint and several liability under this Agreement (this means that they will each be liable for all sums due under this Agreement, not just liable for a proportionate part).

2. The accommodation

The tenancy concerns the following accommodation

(The address)

Postcode:

3. Period of tenancy

The tenancy starts on: Day: _____ Month: _____ Year: 20____ and expires on

Day: _____ Month: _____ Year: 20____

4. Rent

The rent is £ _____ per calendar month and shall be payable monthly in advance, by standing order. **All Tenant guarantee forms and standing order mandates must be handed into Piney within 1 week of signing the lease.** In the event that the standing order mandates and guarantee forms are not returned by this date then the Landlord reserves the right to deem this Tenancy Agreement null and void and the Landlord reserves the right to re-let the Premises and retain all monies paid as security deposit for the said premises. Until the property is re-let the Tenants shall be responsible for the payment of any rent becoming due.

5. Deposit

The Tenant(s) are required to pay a deposit of £.....

The Deposit has been taken for the following purposes

- 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.
- 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.
- Any unpaid accounts for utilities or water charges or environmental services or other similar services incurred at the property for which the tenant is liable.
- 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.
- This list is not exhaustive and there may be other reasons that arise due to breach of contract.

Properties managed by Piney Estate Agents Ltd

If we manage the property (see top of page 1), in accordance with The Tenancy Deposit Schemes Regulations (NI) 2012, the deposit will be registered with an approved tenancy deposit scheme. We have registered with the TDS insurance scheme which has been approved by the Northern Ireland Assembly. Please see their website for details regarding this scheme at www.tdsnorthenireland.com

Properties not managed by Piney Estate Agents Ltd

Deposits of non-management properties will be in the possession of the Landlords and the return of which are determined by Landlord and Tenant resolution and as such will not be the responsibility of Piney Estate Agents Ltd in the event of any disputes. A Landlord however is still required to register your deposit with an approved tenancy deposit scheme.

6. Rent Book

The Landlord will provide the Tenant with a rent book, free of charge, as required under The Private Tenancies (NI) Order 2006. The Tenant must make the rent book available to the Landlord/agent for updating.

7. Rates

The Landlord is responsible for the payment of the rates.

8. Bills

The Tenant(s) are solely liable for the payment of all charges for the supply of utilities (such as electricity, gas, water and telephone), in respect of the accommodation during the period of the tenancy. The Tenant(s) will take all reasonable steps to transfer such utilities into their own names. The Tenant(s) must not seek, or allow, disconnection of any utility, or alter the identity of the supplier without the prior written permission of the Landlord. The Tenant(s) will be liable for the cost of reconnection of any of these services.

9. Breach

If the Landlord or Tenant(s) are in material breach of any terms or conditions of the tenancy either party is entitled to terminate the tenancy immediately or take the appropriate legal action in respect of the material breach.

10. Joint and several liability

Where the Tenant consists of more than one person, they will have joint and several liability under this Agreement (this means that they will each be liable for all sums due under this Agreement, not just liable for a proportionate part).

11. Fees

- An Administration fee of £25 will be charged should any cheques be referred to drawer (Bounce)
- An Administration fee of £25 will be charged for late payment of rent.

12. Please note that keys for the property will not be released until all monies owed have been paid and the required

documents from each tenant have been received.

USE OF THE ACCOMMODATION

13. **Private Residence.** The Tenant as named in this agreement must occupy the accommodation only as his/her private residence.
14. **Assignment.** The Tenant is not entitled to assign the tenancy, sub-let any part of the accommodation, take in lodgers or other paying guests or otherwise part with possession of any part of the accommodation without the prior written permission of the Landlord. The Tenant must not operate any kind of business from the accommodation without the prior written permission of the Landlord.
15. **Take reasonable care.** The Tenant, and those living with or visiting the Tenant, will take reasonable care not to cause or allow damage to be caused to the accommodation, decoration, fixtures, fittings, furnishings, the common parts and property of neighbours.
16. **Security.** The Tenant and Landlord will take all reasonable steps to safeguard the accommodation against burglary. The Tenant will inform the Landlord in advance if the accommodation is to be left unoccupied for more than 14 days.
17. **No illegal or immoral use.** The accommodation must not be used for illegal or immoral purposes.
18. **Pets.** The Tenant must not keep any domestic pets or other animals without the prior written consent of the Landlord.
19. **Common parts tidy.** The Tenant must keep the common parts clean and tidy to the extent that it is within his control to do so.
20. **Refuse.** The Tenant must ensure that household refuse is placed in bin liners, sealed and placed in the wheelie bin provided, serving the property. The local council's arrangements for refuse collection must be complied with by putting all the household rubbish in the bin store or other proper place allocated for it. If no such place exists, rubbish must not be placed anywhere in the common parts and should be put out for collection only on the day designated for collection.
21. If the Landlord for any reason is unable to give possession of the premises, he or she will not be liable for any damage or loss sustained by the Tenants. This clause applies regardless of whether or not any notice of the Landlord's inability to give possession is given to the Tenants.

REPAIRS AND MAINTENANCE

Landlord's Responsibilities and Rights

22. **Commencement of tenancy.** The Landlord ensures that at the beginning of the tenancy, the property is fit to be lived in. The Landlord shall provide at least one key to the property from which others may be cut if required.
23. **Fire Safety.** The Landlord will be responsible for ensuring that all furniture and furnishings, and all electrical, gas, fire safety, domestic heaters, and other appliances and equipment meet the current requisite safety standards/regulations.
24. **Repairs during tenancy.** During the course of the tenancy, the Landlord will carry out repairs or other work necessary to make the accommodation fit to be lived in. The Landlord or his agent will take care of the Tenant's property when carrying out such repairs.

25. Specific repair obligations. The Landlord will keep in repair and in proper working order:

- The structure and outside of the property.
- Installations for supply of the gas, water, electric, space heating and water- heating.
- Appliances for making use of the supply of water, gas, electricity or other sources of heating.
- Installations for sanitation (for example sinks, baths, showers, toilets).
- Installations for the detection of smoke, fire and carbon dioxide.
- Door entry systems.

26. Defective fixtures and fittings. The Landlord will repair or replace any of the fixtures, fittings or furnishings, supplied by the Landlord in the accommodation, which become defective; and will do so within a reasonable period of time.

The Landlord's obligations to repair, maintain and decorate must be construed subject to the following:

- The Landlord is not under any duty to repair or maintain anything which is a Tenant responsibility or to carry out any works for which the Tenant is liable by virtue of this agreement or otherwise.
- The Landlord is not under any duty to repair or maintain anything:
 - (i) which was not constructed or provided by the Landlord, or any person from whom the Landlord derived title, or any previous Tenant (other than anything which was constructed or provided by the Tenant and in respect of which the consent of the Landlord has been given); or
 - (ii) which the Tenant is entitled to remove from the dwelling.
- In determining the standard of repair or maintenance necessary for compliance with the Landlord's obligations, regard is to be had to the age, character and prospective life of the dwelling at the time of the need for the relevant repair or maintenance.
- The Landlord is not under any duty to carry out any work by virtue of its obligations to repair or maintain until a reasonable period has elapsed after the Landlord has been given written and specific notice (by or on behalf of the Tenant) of the need for such work.

27. Right of entry. The Landlord has the right to enter the accommodation for inspection or to carry out repairs or maintenance to the accommodation or the utilities serving it, at reasonable times during the day on 24 hours' prior written notice except for emergencies.

Tenant's Responsibilities and Rights

28. To permit the Landlord or his Agent to erect a "To Let" or "For Sale" sign on the property and to permit The Landlord or his Agent to conduct viewings of the Property between 9am to 5pm provided at least 24 hours notice has been given.

29. Duty to report. The Tenant must report any damage to the accommodation, or the common parts, or the need for repairs or maintenance, as soon as reasonably practicable. The Tenant must immediately report to the Landlord any emergencies affecting the accommodation including interruption to the supply of water, gas and electricity.

30. Reasonable care and maintenance. The Tenant is responsible for taking reasonable care of the accommodation. This includes carrying out minor routine maintenance, replacement of light bulbs, smoke alarm batteries and internal decoration. The Tenant must keep the accommodation in a reasonable state of cleanliness and decoration. The Tenant shall not in any circumstances use Blu Tack in the property. The Tenants will maintain any garden and hedging in satisfactory trim, good order and free from rubbish (only if Landlord has provided necessary tools for doing so).

31. Repairs through Tenant fault. The Tenant is responsible for repair (including replacement) of damage to the accommodation, or loss of any of the fixtures, fittings and items in the inventory (if provided), caused through the fault of the Tenant, anyone in the Tenant's household or visitors of the Tenant.

32. Alterations. The Tenant is not entitled without the prior written permission of the Landlord to:

- alter, improve or enlarge the accommodation;
- add new fixtures or fittings to the accommodation;
- install external satellite aerials or dishes;
- erect any type of sign, flag or advertisement visible from outside the accommodation;
- erect a shed, garage or other structure at the accommodation;
- decorate the outside of the accommodation;
- change any of the locks in the accommodation or add new locks.

33. The Tenants must not let the oil or gas run out as this can result in the heating system becoming air-locked and an engineer would need to be called to rectify the problem. Any charge associated with this would be the responsibility of the Tenants and not the Landlord.

34. The tenant must return all keys whether original or copy to the Landlord upon vacating the said Property or pay the cost of changing the locks.

35. The Tenant shall at least once a month during the tenancy clean the kitchen, toilet, wash hand basin, shower cubicle or bath with a bleach spray solution.

36. The tenant should always wipe down the windows and window sills every morning to remove condensation. This is especially important in the bedroom, bathroom and kitchen – just opening the window is not enough.

37. The Tenant shall throughout the tenancy ensure that the extractor fan isolation switch is kept on at all times.

38. In the even of an inspection carried out by the Landlord and the property is found to be in an unclean or unhygienic condition, the Landlord will notify the Tenant that the Tenant has 10 days to rectify the matters and if, upon the inspection the Landlord finds in his opinion that the property remains unclean or unhygienic, professional cleaners will be retained to clean the property and the Tenant responsible for the cost incurred.

39. In the even that the Tenant fails to vacate the premises by midday on the date the lease expires, the Tenant shall be liable for a late check out charge of £100.

40. Dampness. If a property is damp as a result of leaking pipes, a damaged roof or wall or an existing damp-proof course which is no longer effective, then the Landlord will be responsible to carry out the necessary repairs.

Dampness in a property may be caused by condensation due to poor heating, insulation or ventilation and in these circumstances the Landlord would be required to resolve these problems. In such instances the local Environmental Health Department could be involved to ensure the Landlord takes the recommended action to eliminate dampness. The property may be visited by an Environmental Health Officer who will assess the property and make recommendations to the Landlord for repairs to be carried out. The telephone number for this service is 02890 320202.

If the dampness in the property is as a result of condensation through Tenants not drying clothes properly or improper use of heating and windows then the Landlord would not be responsible to re-decorate as a result of the dampness. The Tenant must wash down the inner face of external walls to effected rooms to remove all spores etc. This should be carried out using an approved fungicidal solution. This will remove the immediate threat from the mould growth and should be carried out as a matter of the utmost importance.

Ending the tenancy

41. The Tenant cannot end this Agreement during the Fixed Term but in the event of the any Tenant wishing to leave the premises before the expiry of this agreement, the departing Tenant must either:

- a) Find a suitable replacement Tenant, acceptable to both the Landlord and the remaining Tenants before any such departure takes place. A charge of £125.00 payable to Piney Estate Agents Ltd shall be

imposed on the departing Tenant for any such change. In the event that no such suitable replacement Tenant is found the Tenants must continue to pay rent

- b) Authorise the agent to provide suitable replacement Tenants for which a letting fee will be charged to the departing Tenants. In the event that no such suitable replacement Tenant is found the Tenants must continue to pay rent

42. When you vacate the property you must make sure that all Tenant belongings and furniture are removed from the property. If you have not cleared everything out of the property by midday on the last day of your tenancy the items will be assumed to be abandoned and will be disposed of by ourselves or your Landlord and the cost of the removal will be deducted from your deposit.

43. In the event of the breach by the Tenant of any of the terms of the covenants and conditions in this agreement the Landlord shall be entitled to serve on the Tenant a notice requiring the Tenant to remedy such breach within 24 hours of the service of such notice and in the event of the Tenant failing to remedy such breach within the said 24 hours the Landlord shall be entitled to recover possession of the premises forthwith.

44. You should notify the following agencies about moving out:

- 1- Electricity Company
- 2- Phoenix Natural Gas
- 3- NIHE (if you are in receipt of Housing Benefit).

45. **THE TENANT/TENANTS AGREE NOT TO USE THE DEPOSIT AS THE LAST MONTHS RENT.**

Guarantor

46. If there is a guarantor, the guarantor hereby guarantees that the Tenant will comply with the Tenants obligations contained in this agreement. The Guarantor agrees to pay on demand to The Landlord any money lawfully due to Landlord by the Tenant. The guarantor is answerable for all loss, damage and injury suffered or caused to the property and furnishings by reason of negligence of the Tenants obligations and agrees to indemnify the Landlord.

47. Where a tenancy involves more than one tenant, a lead tenant should be nominated who will deal with the protection of the deposit, agree any deposit deductions on behalf of all tenants or submit a request to use TDS Northern Ireland's dispute resolution mechanism. The lead tenant is also responsible for testing the fire alarm system weekly and reporting any faults to Piney immediately.

LEGAL RIGHTS OF ALL PRIVATE TENANTS

Illegal eviction and harassment

It is an offence for your landlord or anyone acting on his behalf to harass you or your household or illegally evict you. This could include interfering with your home or your possessions or cutting of services such as water or electricity with the intention of making you leave your home. Your local district council has powers to take legal action should any of these occur.

Security of tenure

You cannot be evicted from your tenancy without a possession order issued by a Court of Law, although you may be liable for legal costs incurred if an order is issued.

Help with payment of rent and rates

You are entitled to apply for help with the payment of your rent and rates through Housing Benefit, which is a Social Security benefit paid by the Housing Executive. For further information contact your local Housing Executive office.

Further advice

If you would like advice or assistance with any problems you are having in relation to your tenancy contact either Housing Rights Service www.housingadviceNI.org telephone (028) 90245640, or Advice NI www.adviceni.net who will give you details of your local advice centre, telephone (028) 90645919, or

Citizens Advice Bureau (see phone book for details). You can also contact a solicitor. Help with all or part of the costs of legal advice may be available under the Legal Aid scheme.

SIGNED BY THE AGENT ON BEHALF OF THE LANDLORD

Name	Mr H Campbell
Signature	
Date of Signature	
Name of Witness	Mr R Campbell
Signature	
Date of Signature	
Address of Witness	42 Stranmillis Road, Belfast, BT9 5AA

SIGNED BY THE TENANT(S)

LEAD TENANT

1. Name _____
 Address _____

 Mobile & L'line _____
*** Email** _____
 Signed _____ Date _____

2. Name _____
 Address _____

 Mobile & L'line _____
*** Email** _____
 Signed _____ Date _____

3. Name _____
 Address _____

 Mobile & L'line _____
*** Email** _____
 Signed _____ Date _____

4. Name _____
 Address _____

 Mobile & L'line _____
*** Email** _____
 Signed _____ Date _____

5. Name _____
 Address _____

 Mobile & L'line _____
*** Email** _____
 Signed _____ Date _____

6. Name _____
 Address _____

 Mobile & L'line _____
*** Email** _____
 Signed _____ Date _____

7. Name _____
 Address _____

 Mobile & L'line _____
 *Email _____
 Signed _____ Date _____

8. Name _____
 Address _____

 Mobile & L'line _____
 *Email _____
 Signed _____ Date _____

Name of Witness	Mr R Campbell
Signature	
Date of Signature	
Address of Witness	42 Stranmillis Road, Belfast, BT9 5AA

Rent Book

It is the responsibility of the landlord not Piney Estate Agents Ltd to provide the following information within 28 days of the tenancy commencing.

Address of Dwelling-house		Rent Payable (exclusive of rates)	£	per
Tenant Name		Capital value	£	
Landlord details		Rates Payable for dwelling-house	£	
Name		Rates Payable by Tenant (in addition to rent)	£	
Address		Other Charges	All third party expense bills including gas, electric, water, telephone and oil are the responsibility of the tenants	
Telephone Number		Term (Duration of Tenancy)		
Agent Details (if any)		Start Date of the Tenancy		
Name		The Expiry Date of Tenancy		
Address				
Telephone Number				

Address of Dwelling-House _____

Date Due	Amount Due	Date Paid	Amount Received	Account Balance By	Whom Received
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