

PROPERTY LINK (NI) LTD

Estate Agents

PRIVATE TENANCY AGREEMENT (NORTHERN IRELAND)

Dated: 26 May 2020

The Property:

(hereinafter called 'the property')

The Landlord: Property Link NI Ltd
c/o 197 Lisburn Road, Belfast BT9 7EJ
028 9066 3106
out of hrs:
(hereinafter called the Landlord')

The Tenant(s):

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).

The Guarantor:
(hereinafter called 'the Guarantor')
Of

The Agent	Property Link of 197 Lisburn Road, Belfast, BT9 7EJ, providing a Management/Let Only Service.
The Term	0 months ('the Fixed Term') from 1st October 2019. The tenancy will then continue, still subject to the terms and conditions set out in the Agreement.
The Rent	£0.00 per calendar month

Payment	The first payment of £0.00 to be paid in cash on 1st October 2019. All subsequent payments to be made calendar month in advance throughout the tenancy directly to your landlord / Agent
The Deposit	£0.00 The deposit to be held as security by the Landlord for any loss or damage caused by a breach of the Tenant's obligations under this Agreement.(See Clause 5).
Utilities	The Tenant is liable for payments of all utilities.
Rates	The Landlord will be responsible for the payment of rates.
Notice of Termination	As defined by paragraph 4 of this Agreement.
Other payments to be made	as per Schedule of Costs attached.
Inventory	as per Inventory Schedule attached hereto.

1. The Tenant's obligations

- 1 To pay the rent in the aforesaid manner without deductions. - Tenants agree to use standing order form with individual tenancy code along with bank account details have been provided in order for standing order to be set up on the 1st day of each month and tenant agrees that the standing order must be cancelled by the tenant once the tenancy comes to an end.
- 2 To pay all charges in respect of any electric, gas, oil, water, telephone and television services used at or supplied to the Property.
- 3 To keep and maintain the interior of the Property in good and clean state including but not limited to all furniture, fittings, decorations, glass, doors and locks and shall at the Tenant's expense replace any item which may be broken, lost or damaged (fair wear and tear accepted). The Tenant shall not in any circumstances use blue tac in the property.
- 4 To keep and maintain the garden (if any) in a good and tidy condition and to cut the lawns and hedges at regular intervals.
- 5 If the Property has oil fired central heating the Tenant is responsible for ensuring that sufficient oil is left in the tank at all times and should an air lock occur due to the inadequate provision of oil it is the responsibility of the Tenant and not the Landlord to rectify any such airlock at the Tenant's expense. The tenant further agrees that he/she will leave the same amount of oil in the tank at the termination of his/her tenancy as was there at the commencement of the tenancy.
- 6 To keep and maintain the wheelie bins supplied to the Property and to ensure that all refuse is kept in a clean and tidy manner. The tenant further agrees to comply with local Council requirements in relation to collection and disposal of said refuse.
- 7 The tenant shall at the end of the Term or on the happening of any event terminating this agreement deliver up the Property in a good state of repair and condition and shall make good or pay for the repair or replacement of any of the Landlord's fixtures, fittings and furnishings as shall be broken, lost, damaged, destroyed or soiled during the Term and shall otherwise leave the Landlord's fixtures, fittings and furnishings on the termination of the tenancy in the rooms or places in which they were, as at the commencement of the tenancy.
- 8 Not make any alteration or addition to the Property nor without the Landlord's prior consent in writing do any redecoration or painting to the Property.
- 9 To use the Property for residential purposes only and not to use, permit or suffer it to be used as an office for business or professional purposes, or for any illegal or immoral purposes.
- 10 Not to do or permit or suffer to be done upon the Property or any in hallways, landings, stairways or yards forming part of the building anything which in the opinion of the Landlord is or may be a nuisance or annoyance to or in any way interferes with the quiet and comfort of any other occupants or adjoining property, or which may in any way affect the validity of the insurance of the Property or cause an increase in the premium payable by the Landlord.
- 11 Not without the Landlord's agents consent in writing allow or keep any kind of pet or animal on any part of the Property.
- 12 Not to assign, sublet, charge or part with or share possession or occupation of the Property.
- 13 Not to leave the Property vacant or unoccupied for a period in excess of 14 consecutive days without formally notifying the Landlord or his Agent.

- 14 When the Property is left unattended to fasten securely all locks and bolts fitted to doors and windows and activate any burglar alarm system which may be fitted to the Property PROVIDED however that the Tenant shall not fit his own locks to the Premises. During the winter months to take adequate precautions to avoid damage by freezing and shall ensure that oil, gas and electric supplies are always available to maintain adequate heating to the property and to pay the costs of any reconnection fee relating to the supply of water, gas, electricity and telephone if same are disconnected.
- 15 Not to use portable appliances fuelled by oil, paraffin or bottled gas. Not to use any naked flame in the Property.
- 16 To test any smoke detectors and Fire Panels located in the Property weekly and replace smoke alarm batteries as necessary at the Tenant's expense and report any fault especially displayed on fire panel to the Landlord or his Agent. All faults to be recorded in the log book.
- 17 Not to block toilets or drains and in the event that the toilets or drains are so blocked the Tenant is to be responsible for the Landlord's costs involved in employing a Contractor to unblock the said toilets or drains. Landlord to supply one toilet seat per tenancy. Tenant agrees to supply all subsequent replacement toilet seats.
- 18 To permit the Landlord or his Agent or anyone with the Landlords permission to enter the Property at all reasonable times to inspect its condition or state of repair and carry out any necessary repairs or safety inspections upon providing a minimum of 24 hours notice (except in an emergency).
- 19 To permit the Landlord or his Agent to erect a 'To Let' or 'For Sale' sign on such parts of the property as the Landlord may reasonably select and permit the Landlord or his Agent at any point in the tenancy to conduct viewings of the Property for the purpose of selling or renting the property at a reasonable time provided at least 24 hours notice has been given.
- 20 To pay the Landlords reasonable costs incurred as a result of any breaches by the Tenant of his obligations under the Agreement.
- 21 To pay interest at the rate of 5% above the Bank of England base rate from time to time prevailing on any rent or other monies due from the Tenant which remains unpaid for more than 14 days, interest to be paid from the date the payment fell due until actual payment.
- 22 To return all keys whether original or copy to the Landlord upon vacating the said Property or pay the cost of changing the locks. The Tenant acknowledges that the Landlord has no obligation to store items left at the property after the property has been vacated which said items will be dealt with in accordance with 6.3 of this Agreement.
- 23 Not to fix notices, posters or articles to the walls, doors or furniture or ceilings in such a way to damage same and not to use blue tac, sticky tape, drawing pins or nails. The Tenant shall be responsible for any cost in relation to redecoration required as a result of breach of this covenant.
- 24 Not to dry clothes on radiators and to keep the property reasonably aired and warm to prevent condensation. The Tenant shall further open windows as necessary to allow air to circulate in the Property to prevent the build up of moisture and/or mould.
- 25 To keep clean and free from obstruction drains, sanitary apparatus, shower trap, water and waste pipes serving the bathrooms and kitchen and ensure that grease, food, waste or hair do not clog the sink or shower outlets and to ensure the said cleaning takes place once a month at a minimum.
- 26 Tenants should adhere to our anti-social behaviour policy listed in the appendix of the tenancy agreement.
- 27 In the interest of fire safety not to use candles, incense burners, aromatic burners or any similar items. The Tenant shall not, without the Landlord or Landlord's agent prior consent in writing use any type of solid fuel fire which includes open, parkray, wood burning stoves or gas fires.

- 28 Ensure that the ventilators installed are not blocked and to immediately report any sooty build up in respect of gas appliances to the Landlord or the Landlord's agent
- 29 At the end of the tenancy to instruct a professional cleaning company to clean the premises and to furnish to the Landlord or the Landlord's Agent evidence that the premises have been professionally cleaned.
- 30 To provide the Landlord with a forwarding address when the tenancy comes to an end and to remove all rubbish and all personal items (including the Tenants own furniture and equipment) from the Property before leaving or pay the cost of its removal.
- 31 The Tenant will replace at his own expense all consumable items such as fuses, light bulbs, florescent tubes and batteries
- 32 The Tenant will be responsible for the replacement of windows or window frames damaged during the tenancy.
- 33 The Tenant shall be responsible for the cost of clearing air-locks caused by insufficient oil or gas supply.
- 34 The Tenant shall be responsible for placing rubbish in the wheelie bins and ensuring the said bins are collected on a weekly basis and not allow rubbish to remain on the premises and shall be responsible for Landlord's costs if rubbish has to be removed from the premises at the end or during the tenancy.
- 35 The Tenant shall permit the Landlord access on reasonable notice or immediately in event of an emergency to inspect the state of repair of the premises and if served with a notice by the Landlord requiring repair in accordance with this Lease shall carry out the said repairs within ten days from the date of the said notice failing which the Tenant shall be responsible for the costs of such repair and cleaning required to the property.
- 36 The Tenant shall not smoke in the property.
- 37 The Tenant shall throughout the tenancy ensure that the extractor fan isolation switch is kept on at all times.
- 38 Tenant agrees to be liable for the costs of the rent period whilst works required to reinstate the property to its original condition stemming from neglect, vandalism or breach of tenancy obligations.
- 39 We do not provide any cover under any insurance policy arranged by us for damage to your personal belongings or valuables. Nor do we provide cover for claims against you from other parties for damage to property or personal injury that results from something you have or have not done (we call this negligence) you should arrange insurance for these risks yourself. Tenants should take out contents cover.
- 39 To permit Property Link to send me notification and email through MailChimp
- 40 Contact details of the relevant tenant will be shared with joint tenants and corresponding guarantors for any breach of the current contract

Please ensure you read the tenant handbook prior to key collection available at www.propertylinkni.co.uk as hard copies will not be provided

2. The Landlords Obligations

- 1 The Landlord agrees that the Tenant may live in the Property without unreasonable interruption from the Landlord or any person rightfully claiming under or in trust for the Landlord.
- 2 To insure the Property and to use all reasonable efforts to arrange for any damage caused by an insured risk to be remedied as soon as possible.

- 3 To keep in repair:-
- 2.3.1 the structure and exterior of the Property including drains, gutters and external pipes.
 - 2.3.2 the installations at the Property for the supply of water, gas, electricity and sanitation including basins, sinks, baths and sanitary conveniences.
 - 2.3.3 the installations at the Property for heating and water heating.
- 2.4 **But the Landlord will not be required to:**
- 2.4.1 carry out any works for which the Tenant is responsible by virtue of his duty to use the Property in a responsible tenant-like manner.
 - 2.4.2 reinstate the Property in the case of damage or destruction if the insurers refuse to pay out the insurance money due to anything the Tenant has done, permitted, suffered or failed to do.
 - 2.4.3 rebuild or reinstate the Property in the case of destruction or damage to the Property by a risk not covered by the policy of insurance effected by the Landlord.

3.0 Guarantor

If there is a guarantor, the Guarantor hereby guarantees that the Tenant will comply with the Tenants obligations contained in this agreement as more specifically set out in the Guarantor Agreement annexed hereto.

4.0 Ending this Agreement

- 1 The Tenant cannot end this Agreement during the Fixed Term but can end the Agreement at the end of the Fixed Term by giving at least one calendar month's written notice to the Landlord or his Agent.
- 2 If the Tenant stays on after the end of the Fixed Term his tenancy will continue but will run from (month to month) (week to week) i.e. a 'periodic tenancy'. This periodic tenancy can be ended by
- the Tenant or the Landlord giving at least one calendar month's written notice, the notice to expire at the end of a rental period. Were offered a new lease tenants are obliged to sign a new lease.
- 3 If at any time;
- 4.3.1 any part of the rent is outstanding for 14 days after becoming due (whether formally demanded or not); and/or
 - 4.3.2 there is any breach, non-observance or non performance by the Tenant of any covenant or other term of this Agreement which has been notified in writing to the Tenant and the Tenant has failed within a reasonable period of time to remedy the breach and/or pay reasonable compensation to the Landlord for the breach;
- the Landlord may recover possession of the Property and this Agreement shall come to an end but the Landlord shall thereby retain all rights and remedies in respect of the Tenant's obligations under this Agreement.

5 The Deposit

- 5 (5.1)The Landlord or the Agent shall in compliance with the Tenancy Deposit Schemes Regulations (Northern Ireland) 2012 register the deposit within fourteen days of receipt with a Tenancy Deposit Scheme approved under the above Regulations.
- 5 (5.2)Within twenty-eight days of receipt of deposit the Landlord or the Agent shall serve upon the Tenant the information prescribed by the said Regulations.
- 5 (5.3)The deposit is held as security against the Tenant failing to meet their obligations in connection with this Lease and at the end of this tenancy the Landlord may apply to use some or all of the deposit to compensate for breaches of the Lease by the Tenant which said breaches include but are not exclusive to the following:-
- (a) any damage the Tenant has caused to the property;
 - (b) cleaning bills incurred by the Landlord if the property has been left in a poor condition;
 - (c) utility bills incurred by the Tenant which are the responsibility of the Tenant but in respect of which the Landlord is contractually liable;
 - (d) unpaid rent;
- 5 (5.4)If at the end of the tenancy the Landlord wishes to make any deduction from the deposit the Landlord shall make application to the Tenancy Deposit Scheme and notification will be served upon the Tenant and agreement sought in respect of the proposed deduction and in the event of a dispute the Landlord and the Tenant may ask for an Independent Adjudicator retained by the Tenancy Deposit Scheme to make a decision on how the deposit should be repaid based on evidence provided by the Tenant or the Landlord or the Agent.

6. Other Provisions

- 6.1 The Landlord and his Agent shall be entitled to have and retain keys for all doors to the Property if so required but shall not be entitled to use these to enter the Property without prior notice being given to the Tenant (save in the case of an emergency).
- 6.2 Any notices or other documents shall be deemed served on the Tenant during the Tenancy by either being left at the Property or by being sent to the Tenant by post they shall be deemed served on the day after posting.
- 6.3 Any personal items left behind at the end Tenancy after the Tenant has vacated shall be considered abandoned. The Landlord may remove or dispose of the items as he thinks fit. The tenant shall be liable for the reasonable disposal costs which may be deducted from the proceeds of sale (if any such items), and the tenant shall remain liable for any balance. Any net proceeds of sale shall be dealt with in the same manner as the Deposit as set out in clause 5.2 above.

- 6.4 It will be at the sole discretion of the Landlord or their agent whether a Tenant is to be permitted to be released from this fixed term tenancy. If the Landlord is so agreeable then the Tenant shall only be released in the following circumstances:-
- (a) The Tenant remains liable to pay all rent and to observe the covenants and conditions herein until a suitable and comparable replacement Tenant and Guarantor acceptable to the Landlord is found and
 - (b) The Tenant is liable to pay any advertising fees incurred by the Landlord's agent and to pay the Landlord's agent a letting fee of £350 plus vat.
- 6.5 The Tenant acknowledges that only Tenants stated in this Agreement are the parties entitled to occupy the premises and if the Tenants wish to add an additional Tenant to this Agreement such additional Tenant and their Guarantor must be approved by the Landlord in writing.
- 6.6 If the Tenant is in receipt of Housing Benefit such benefit must be paid directly to the Landlord or the Landlord's agent unless consent in writing is received from the Landlord or Landlord's agent permitting the said payment to be made directly to the Tenant provided however that the Tenant remains strictly responsible for the payment of rent in full on the first day of each month including any shortfall payment or top-up payment required in addition to Housing Benefit to meet the contractual requirements of this document.
- 6.7 This Agreement shall be binding on the heirs, executors, guarantors and legal representatives of the parties hereto.
- 6.8 This Agreement shall remain in the possession of the Landlord or the Landlord's Agent and the Tenant shall be entitled to a copy of the said Agreement.
- 6.9 Prior to the end of this Tenancy the Tenant agrees to make themselves available for a joint inspection of the premises to establish the cleanliness and state of décor and state that all items of furniture and equipment at the commence of the Tenancy remain in place.
- 6.10 The Tenant shall be liable to meet the Landlord's costs arising from the non-compliance with this Lease as set out in the Schedule of Costs annexed hereto.
- 6.11 There is no agreement for Lease to which this lease takes effect.
- 6.12 The landlord is not responsible for the following items: repairs due to criminal damage, replacement of light bulbs, top up of gas or electric, re-setting gas and OFCH boilers if needed after top up, loss of oil from oil tank due to leaks, unblocking internal drains, replacement of lost or broken keys, replacing locks, upkeep of garden area to include clearing of gullies, emptying bins and replacement if lost or damaged, annual chimney sweeping, replacement of gas/electric cards, repair and or replacement of any items not included in the inventory, repairs caused as a result of running out of oil/gas, repair of hinges and handles on internal doors, bleeding radiators if/when needed, testing of smoke alarms, replacement of fuses, replacement of lost or broken chains and stoppers in sinks/bath, repair and replacement of broken toilet seats
- 6.13 By signing this contract, I agree that any information provided to Property Link including account information or contact details may be shared with third parties such as utility providers, PSNI, council authorities etc..

7. Landlord Obligations under the Tenancy Terms Regulations (Northern Ireland) 2007

The following information is provided as a written statement in compliance with the foregoing Regulations (Regulation 2):-

General:

- 7.1 Your tenancy is not a protected or statutory tenancy within the meaning of the Rent (Northern Ireland) Order 1978. You have the protection of the legal rights described below but other terms and conditions of your tenancy are a matter for agreement between you and your landlord.

Repairs

- 6 Your landlord is obliged to keep in repair all gas fittings, flues and installations. Your landlord must also provide you with a copy of the record of the required safety checks made in relation to gas appliances or flues, or, in certain circumstances, display prominently in the dwelling-house a copy of that record. Responsibility for other repairs is determined by your tenancy agreement but you can get help from the environmental health department/local council.

Fitness for human habitation.

- 7 A dwelling-house built before 6-11-1956 which is let under a private tenancy commencing after the introduction of the Order, which is not a prescribed dwelling-house in respect of which there is no current certificate of fitness, must be inspected by the council to ascertain if it is fit for human habitation. Where a dwelling-house does not meet the fitness standard it is subject to rent control and an appropriate rent will be determined by the Rent Officer for NI.

Rent Book

- 8 All private tenants have a legal right to a rent book.- Tenants have accepted rent book on the signing of this lease

Notice to Quit

- 7.5 A notice to quit must give at least 28 days written Notice of the date on which it is to take effect.

Illegal eviction and harassment

- 7.6 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 off services such as water or electricity with the intention of making you leave your home. Your local council has powers to take legal action should any of these occur.

Security of Tenure

Rent and Rates

- 7 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 NIHE. You may also be entitled to rate relief or rates exemption. For further information contact your local Housing Executive office or the RCA.

Further Information

- 7.9 If you would like independent advice or information on your rights and obligations you should contact a solicitor, or Housing Rights Service (telephone number (028) 90245640), or Advice NI, (telephone number (028) 90645919) which will be able to give you details of your local independent advice centre, or your local Citizens Advice Bureau (see the telephone directory for details).

Property Link NI Ltd is the Data Controller under the General Data Protection Regulation (GDPR) for the personal data it gathers for the purposes of managing your tenancy/or tenancy you are guarantor for. The personal data may be shared internally within Property Link NI Ltd internal departments with the purpose of providing an efficient service. It may also be shared with our contractors for the purposes of managing repairs within your property. Your personal data will not be shared or disclosed to any other organisation without your consent, unless the law permits or places an obligation on Property Link NI Ltd to do so. The personal data is held and stored by Property Link NI Ltd in a safe and secure manner and in compliance with Data Protection legislation.

All tenants sign here

Tenant's Name

Witness

Signed on behalf of the Landlord:

Signature

Witness

Address

Address

APPENDIX 1

SCHEDULE OF COSTS

PRICES

Cleaning

General	Full cost of 3rd party cleaning invoice payable. (minimum callout £35)
Fridge Freezer	£40
Oven Hob	£50
Extractor Fan	£20
Carpets burns/indelible Stains	Replacement cost
Carpet cleaning to remove stains	£50 per room minimum
Maintenance of garden	Full cost of work
Clean chimney	£40 Minimum

Removal of Rubbish

TV's or Monitors	£30 per item
Electrical items	£20 per item
Bin Bags	£5 per bag

Repairs due to tenant fault

Unblocking Pipes/Drains/Sinks	Full cost of work
Replacement lock and keys/repairing door frames	£80 minimum or full price

Replacement furniture	Full cost of replacement
Air lock to Boiler	£55 minimum
Bulbs	£15 for first bulb and £5 for each bulb after
Engineer call out	£55 minimum (depending on call out cost)
Patch Paint	£30 minimum
Room redecoration	£100 minimum
Bled system	£55 minimum
Failure to return gas and or electric card	£20
Broken Glass	Full replacement

Wheelie Bin

Replacement	£50
Black bin and or Blue Bin full of un recyclable items	£30 to empty bin

Fire extinguisher equipment and re set of fire alarm

Fire blanket missing/tampered with	£20
Fire extinguisher refill	£50
Fire extinguisher replacement	£60
Electrician call to re set fire alarm	£30

Administration Cost (all listed costs are inclusive of VAT of 20%)

Deposit protection fee	£30
Late rent payment fee	£30
Notice to quit letter	£36
Letter/e-mail to guarantor and tenant for rent arrears, inspections (if house is dirty and or damaged)	First Letter:£18; following letters: £24
House/work call for not payment of rent and breach of contract if tenant and or guarantor fail to respond to our communication	£60
Refund of standing orders paid after end of tenancy due to tenants failure to advise the bank	£30
Administration fees for small claims – to be added in small claim application or deducted from deposit	£120
Enforcement of Judgment admin fee	£350
Additional check out inspection	£30
Inspection post cleaning notice charged if property is found unclean	£30
Check out inspection report copy	£30
Additional copy of lease	£12
Letter of references	£12
Early release from contract (new tenant found by Prop. Link)	£420
Direct tenant replacement (new tenant found by tenant)	£210
Notice to Quit re-letting fee	£420
Administration fee for cheques that are referred to drawer and no further cheques will be accepted	£30
Administering deposit refund to cover rent arrears or damages/TDS dispute	£120
Dealing with antisocial behaviour Admin cost	£120
Fail to check out	£120
Intentional obstruction of re letting during notice period (e.g. viewing refusal, property kept in poor condition)	£36 (charge per instance)

New contract processing fee due to guarantor changeover or unacceptable guarantor	£90
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Pet disclaimer fee	£30
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Unauthorised Pet fine	£120
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Fine for removing any Property Link marketing material	£30
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Property Link staff call out of office hrs for emergency and or moving in	£60.00 [incl VAT]
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End of Tenancy arrangement fee for cleaning/maintenance	£30.00
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Tenant Anti-Social Behaviour Policy for Property Link NI Ltd

Property Link NI Ltd ensure that the following checks are carried out prior to granting any tenancy:-

- A reference is obtained from the previous landlord where a tenancy has been held. This reference is certified by contacting the landlord in all cases and documented.
- Where no previous tenancy has been held, prospective tenants will be required to supply details of any previous addresses they have lived at in the last 12 months, and also provide a personal reference.
- Proof of identity. Photo ID is required also VISA/ work permits if applicable.
- If required we will review open source information, Google and social networks.
- A short personal interview is conducted on viewings to cover tenants financial/employment status and discuss any issue that may affect their tenancy.
- If tenants refused to provide the required information above the tenancy will not be offered.
- All tenancy agreements include a clause in respect of anti-social behaviour (clause 26)
- Examples of anti-social behaviour:-
 - Violence or threatening violence;
 - Hate crimes;
 - Hosting noisy parties, having music or television turned up very loud or otherwise causing a noise disturbance;
 - Having unsightly rubbish, litter or discarded items left around the property and its exterior;
 - Offensive drunkenness;
 - Intimidating or harassing other people;
 - Use of the accommodation for unlawful purposes, such as selling or using drugs.
- Upon receipt of a complaint of anti-social behaviour we record the details of the complaint and undertake an investigation of the facts alleged and seek assistance from agencies e.g. PSNI and council.
- Following an investigation of a complaint where anti-social behaviour is identified, we will take appropriate action outlined in the tenancy agreement. This may range from verbal/written warnings, follow up visits, issuing a notice to quit, or action through the courts. We manage each case until it is fully resolved.
- At the end of a tenancy reference requested from tenants/other parties will provide details of the tenants conduct during the tenancy and include any incidences of anti-social behaviour, damage to property, or rent arrears.