

# This is an Example only

## Tenancy Agreement

Commencement Date  
**Ref 1.4**

Property Location  
**Ref. 1.2**

Postcode: _____

This Agreement is between:  
**Ref. 1.1**

The Landlord:	_____
The Agent:	_____
The Tenant or Tenants	_____
The Guarantor [If Applicable]	_____

The Rent is:  
**Ref. 1.5**

 £

Please tick the appropriate box:

Payable every:    Month     4 weeks     2 weeks     week

Deposit (if applicable):  
**Ref. 1.12**

 £

## 1.0 Tenancy Agreement

### 1.1 The parties

This Tenancy agreement ('the tenancy') is between

The Landlord:

Whose address is:

  
  
  
  
  
Postcode: 

And

The tenant:

(individually and together if there is more than one person)

And is offered and accepted on the following terms and conditions.

### 1.2 The accommodation

The tenancy concerns the following accommodation

(The address)

  
  
  
  
  
Postcode: 

### 1.3 'Accommodation'

The accommodation includes the fixtures, fittings, furniture and furnishings specified in the inventory checked and signed by the landlord and the tenant and attached to this agreement.

### 1.4 Period of tenancy

The tenancy starts on: Day: \_\_\_\_\_ Month: \_\_\_\_\_ Year: 201\_

(The entry date) including that day.

The period of the tenancy is for \_\_\_\_\_ months from the start of this tenancy. Unless the landlord or the tenant has brought the tenancy to an end at, or before, the end of the period, the tenancy will continue on a month to month basis until terminated in terms of Section 5 of this agreement.

### 1.5 Rent

The rent is £ \_\_\_\_\_ Per (month/week): \_\_\_\_\_ payable in advance on the \_\_\_\_\_ day of the (month/Week) \_\_\_\_\_ (This includes the sum of £ \_\_\_\_\_ for the payment of rates (if any) and £ \_\_\_\_\_ for the following services \_\_\_\_\_ (if any)

The rent should be paid in the manner indicated in paragraph 1.7.

### 1.6 The Guarantor

Agrees to pay, immediately on demand of the same, the rent, if the tenant misses payments in the manner indicated in paragraph 1.7

### 1.7 Method of Payment

- By Standing Order to the landlord/ agent
- By cheque to the landlord/ agent
- By cash to the landlord/agent
- By Housing Benefit

(tick as appropriate)

Either party to this agreement can change the method of payment by giving the other party one month's prior written notice.

### 1.8 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.

### 1.9 Rates

The Landlord / Tenant\*is responsible for the payment of the rates. (\*delete as appropriate)

### **1.10 Rent increases**

The landlord is entitled to increase the rent on the anniversary of this agreement and each anniversary thereafter except that the landlord shall not be entitled to increase the rent during the first year of the tenancy. At least two months' written notice of any rent increase will be given by the landlord. The tenant will be entitled, on receipt of such a notice, to terminate the tenancy as provided for in Section 5 of this agreement, before the increase takes effect.

### **1.11 Bills**

The tenant is 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 will take all reasonable steps to transfer such utilities into his/her own name. The tenant 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 will be liable for the cost of reconnection of any of these services.

### **1.12 Deposit**

The tenant is required to pay a deposit of £ \_\_\_\_\_. The deposit will be held as security by the landlord against non-payment of rent by the tenant and for any damage caused to the property by the tenant. The deposit will be returned to the tenant within 14 days from the end of the tenancy less any deductions for sums properly incurred by the landlord under the tenancy.

### **1.13 Breach**

If the landlord or tenant is 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.

### **1.14 Joint and several liability**

If more than one tenant signs the agreement each will be liable together and individually for all obligations of the tenancy.

### **1.15 Declarations by tenant**

The signature of the tenant on this agreement confirms the following:

- that the tenant has not knowingly or carelessly given false or misleading information to the landlord in connection with obtaining this tenancy;

- that the tenant made a full and true disclosure of all information sought by the landlord in connection with the grant of this tenancy;

### **1.16 Service of notices**

Any notices or documents may be served on or sent to the landlord at the address in paragraph 1.1 above. The landlord shall be entitled to send, serve or deliver any notice or document to the tenant at the address of the accommodation.

### **1.17 Permissions**

Wherever in this agreement the permission of the landlord is required, that permission will not be unreasonably withheld or delayed.

## **2.0 Use of the accommodation**

### **2.1 Private Residence**

The tenant as named in this agreement must occupy the accommodation only as his/her private residence.

### **2.2 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.

### **2.3 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.

## **2.4 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 30days.

## **2.5 No illegal or immoral use**

The accommodation must not be used for illegal or immoral purposes.

## **2.6 Pets**

The tenant must not keep any domestic pets without the prior written consent of the landlord.

## **2.7 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.

## **2.8 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.

## **3.0 Respect for others**

### **3.1 Anti-social behaviour**

The tenant, those living with the tenant and visitors to the accommodation must not harass, or act in an anti-social manner to, any person in the neighbourhood on any ground, including that person's racial or ethnic origin, colour, religion, sex, gender, sexual orientation, age, disability or other status.

### **3.2 Anti-social behaviour**

Anti-social behaviour means causing, or likely to cause, alarm, distress, nuisance or annoyance to any person or causing damage to anyone's property. Harassment of a person includes causing the person alarm or distress.

### **3.3 Landlord interruption**

Provided the tenant abides by the conditions stated in this agreement, the landlord shall allow the tenant to have quiet enjoyment of the property without interruption.

## **4.0 REPAIRS AND MAINTENANCE**

### **4.1 Landlord's Responsibilities and Rights**

#### **4.1.1 Commencement of tenancy**

The landlord ensures that at the beginning of the tenancy, the property is fit to be lived in.

#### **4.1.2 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.

#### **4.1.3 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.

#### **4.1.4 Specific repair obligations**

The landlord will keep in repair and in proper working order:

- The structure and outside of the property
- The exterior paintwork 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, carbon dioxide and intruders

- Door entry systems

#### 4.1.5 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.

#### 4.1.6 The landlord's obligations to repair, maintain and decorate

The landlord's obligation 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:
  - o 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
  - o 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.
- The landlord's duties to repair, maintain and decorate are subject to the additional limitations provided for in clause 4.2."

#### 4.1.7 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 48 hours' prior written notice.

#### 4.1.8 Common parts

The landlord will, in conjunction with other co-owners, take reasonable steps to keep the common parts in repair and fit for use by the tenant.

#### 4.1.9 Return of payable rent

The landlord shall return to the tenant any rent payable in respect of any period during which the property may have been rendered uninhabitable.

### 4.2 Tenant's Responsibilities and Rights

#### 4.2.1 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.

#### 4.2.2 Reasonable care and maintenance

The tenant is responsible for taking reasonable care of the accommodation. This includes carrying out minor routine maintenance, replacement of appliances and internal decoration. The tenant must keep the accommodation in a reasonable state of cleanliness and decoration.

#### 4.2.3 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, caused through the fault of the tenant, anyone in the tenant's household or visitors of the tenant. For the avoidance of doubt the tenant must bear the cost of clearing blocked drains caused by dirty gully traps, or clearing waste pipes inside individual dwellings where the obstruction has been caused by misuse.

#### 4.2.4 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

## **5.0 Ending the tenancy**

The tenancy may be ended in any of the following ways:

- When the period of the tenancy as agreed in paragraph 1.4 has expired; or
- After the term of the tenancy as outlined in paragraph 1.4 has expired and the tenancy has continued on a month to month basis either party must give one month's prior written notice to terminate the tenancy; or
- In the case of material breach to the agreement by either party one month's prior written notice must be given to the other party to terminate the tenancy.

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# LEGAL RIGHTS OF ALL PRIVATE TENANTS

## **Rent Book**

You have a legal right to a rent book, which must be provided by the landlord free of charge. Your district council has powers to take legal action where this requirement is not complied with.

## **Notice to quit**

A notice to quit must give at least 4 weeks written notice of the date on which it is to take effect.

## **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.

## **Uncontrolled tenancies**

### **General**

You have the protection of the legal rights described in this rent book but other terms and conditions of your tenancy are a matter of agreement between you and your landlord with the exception of repairs and maintenance of gas and electrical appliances and furniture safety which are the responsibility of your landlord.

For tenancies starting on or after 01 April 2007 there are additional rights

### **Statement of Tenancy Terms**

Your landlord by law must provide you with a Statement of Tenancy Terms free of charge, within 28 days of the start of the tenancy.

### **Repairs**

You and your landlord can agree the responsibility to repair, with the exception of gas and electrical appliances and furniture safety which are the responsibility of your landlord.

Where the Statement of Tenancy Terms is not clear as to who has responsibility for repairs the law will impose 'default terms' for landlord and tenant repair responsibilities.

You may be able to get some help from your local district council for some items of disrepair.

### **Tenancies for a term certain**

If you do not have a tenancy agreement or the tenancy agreement does not state when the tenancy will end, under the law you have a right to a tenancy that will run for six months initially and after this period will become a periodic tenancy (eg. month to month).

### **Further advice**

If you would like advice or assistance with any problems you are having in relation to your tenancy contact your local 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.

## Inventory of Furnishings

This list of standard items provided in the furnished property should be agreed, signed and dated both by the landlord/agent and the tenant /tenants. It will serve as a check list when ending the tenancy should a dispute arise as to the condition of the contents.

Room	Item	Quantity	Description/condition
<b>Living room</b>	Sofa		
	Arm Chair		
	Table		
	Lamp		
	Curtains		
	Blinds		
	Carpets		
	Television		
<b>Kitchen</b>	Sink Unit		
	Cooker		
	Fridge		
	Washing Machine		
	Table and Chairs		
	Pots and pans		
	Cutlery		
	Microwave		
	Curtains		
	Blinds		
<b>Hallway / Stairs</b>	Table		
	Lamp		
	Carpet		
<b>Bedroom 1</b>	Bed		
	Wardrobe		
	Carpet		
	Curtains		
	Blinds		
<b>Bedroom 2 (if applicable)</b>	Lamp		
	Bed		
	Wardrobe		
	Carpet		
	Curtains		
<b>Bedroom 3 (if applicable)</b>	Blinds		
	Lamp		
	Curtains		
	Carpet		
	Wardrobe		

<b>Bedroom 4</b>	Bed		
<b>(if applicable)</b>	Wardrobe		
	Carpet		
	Curtains		
	Blinds		
	Lamp		
<b>Exterior</b>	Wheelie Bin		

**Ref 1.3**

Landlord .....

Tenant .....

Date.....