

**MEMORANDUM OF AGREEMENT Academic Year 2021-22**  
**STUDENT TENANCY AGREEMENT**

Tenancy Deposit Scheme Northern Ireland Number:..... An agreement made the ..... Day of .....20

between ..... Landlord Registration No: .....  
(Hereinafter called "the Landlord") of the one part and

**PLEASE PRINT YOUR NAME & ADDRESS & CONTACT DETAILS BELOW IN ALL THE SPACES PROVIDED**

(1) Name: .....

Address ..... Post Code.....

Tel.no. (H)..... (M) .....

E-mail .....

(2) Name/Address.....

..... Post Code.....

Tel.no. (H)..... (M) .....

E-mail .....

(3) Name/Address.....

..... Post Code.....

Tel.no. (H)..... (M) .....

E-mail .....

(4) Name/Address.....

..... Post Code.....

Tel.no. (H)..... (M) .....

E-mail .....

(5) Name/Address.....

..... Post Code.....

Tel.no. (H)..... (M) .....

E-mail .....

(6) Name/Address.....

..... Post Code.....

Tel.no. (H)..... (M) .....

E-mail .....

The Landlord lets and the Tenant(s) takes **ALL THAT**.....

(Hereinafter called "The Premises") Together with the following: - (a) the outbuildings and appurtenances there unto belonging. (b) The contents therein contained.

**TO HOLD** the same to the Tenant(s) for the term of ..... Months/weeks and from the ..... **day of September 20**

**PAYING THEREFORE IN ADVANCE** the **MONTHLY / QUARTERLY/ TERM** rent of £.....

(2) Agree to have my 1<sup>st</sup> instalment of rent paid (as per payment plan that has been submitted to LPG Property Ltd) before I take up occupancy. Agree that I will not be allowed access to the property until this 1<sup>st</sup> payment is made. Also agree that if I fail to make this payment and I am not allowed access to the property and this does not constitute a breach of this tenancy agreement and I will still be liable for the monies due for this agreement.

During the tenancy I agree to pay for any damage caused by myself, fellow tenants, and other non- tenants within 14 days of a bill being produced. Agree that these monies may be paid by Direct Debit from the account details furnished to LPG Property Ltd. ( Interest may be charged at a rate in accordance with the law if the bill is unpaid after the 14 days)

**Tenants Signatures:**

(1)..... (2)..... (3).....

(4)..... (5)..... (6).....

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(3) The Tenant agrees with the Landlord as follows:-

To pay the rent at the times aforesaid; (b) to keep the interior of the premises and the pipes and sanitary and water apparatus thereof and all doors, windows, boilers, carpets, electrical systems and gas apparatus(if any)in good and tenantable repair and condition and within one month of receiving Notice in writing from the Landlord of any want or repair for which the Tenant is liable to execute such repair in a proper and workmanlike manner:(c)To keep the Premises in a clean and tenantable condition thereof and to keep the said furniture and effects in a serviceable condition and to repair any articles that may be damaged or soiled during the tenancy and to replace (including light bulbs) any items that may be destroyed or missing with articles of a like kind and of equal value fair wear and tear and damage by fire excepted.(d)To pay also all charges for oil, gas, water and electric current and telephone services (including rent) supplied to or used at the Premises during the tenancy: (e)To make good any stoppage or damage to the drains which is caused by the negligence of the Tenant, his family, servants or visitors and so that every stoppage or damage shall be presumed to have caused by such negligence unless the Tenant proves the contrary to the satisfaction of the Landlord. The cost of making good the same( if incurred by the Landlord) shall be payable to him by the Tenant on demand;(f)Not to use or permit or suffer the Premises to be used otherwise as a private residence for the use of the Tenant only and not to take in any lodgers or paying guests and not to carry on at the Premises any trade or profession or business;(g) Not to do or permit or suffer to be done on the Premises any act or thing which may invalidate any insurance of the Premises against fire or otherwise cause the premium to be increased and to repay the Landlord all sums paid by way of increased premium and all other expenses or loss incurred by reason of any breach of this covenant and in particular, without prejudice to the generality of the foregoing not to use or play any electrical or musical instruments of any kind or practice any singing in the property so as to cause a nuisance to nearby residents or occupiers or at all so as to be audible outside the property between the hours of 11.00pm and 9.00am or to encroach on any neighbours property including any car parking facility;(h)To permit the Landlord and or his Agent to enter the Premises at reasonable hours in the daytime for the purpose of viewing the condition thereof and further shall permit the Landlord and his Agents to enter the premises at reasonable hours in the daytime for the purpose of permitting viewers as perspective purchasers or tenants; (i)**NOT TO KEEP ANY ANIMALS** on the premises without the consent of the Landlord ; (j) Not to assign underlet or part with possession of the Premises or any part thereof grant any possessory licence relating thereto;(k)To yield up the Premises at the end of the Tenancy with all additions (if any) thereto and fixtures thereof except Tenant's fixtures in good and tenantable repair and to leave the furniture in the same rooms and places in which they were at the commencement of the tenancy and to pay for the cleaning of all linens, curtains and floor coverings or other furnishings which may have become soiled during tenancy;(l)To insure the Tenant's contents.(m) To pay the Stamp Duty on this Agreement and a Counterpart thereof; (included in deposit) (n)To discuss **ALL PROPOSED DECORATING WITH THE LANDLORD/AGENT**(o)That **INTEREST** can be charged on **OVERDUE RENT**, at a rate that is in accordance with the **LAW**.(p)Not to cause or allow any person occupying or visiting the house to cause any nuisance or annoyance to the owners or occupiers of any neighbouring property. (q) To ensure that rubbish is placed in the wheelie bin serving the property and the same placed on the footpath adjoining the Property for the local authority to empty on the relevant day. **(THERE IS A CHARGE FOR REPLACING LOST BINS.)** Should there be no space left in the bin, surplus rubbish is disposed of forthwith at a local authority disposal site ensuring that rubbish does not remain anywhere on the Property. **THAT IF SURPLUS RUBBISH HAS TO BE REMOVED BY THE LANDLORD (to comply with HMO Licence) A CHARGE WILL BE APPLIED.** (r) To ensure that there is **ALWAYS AN ADEQUATE AMOUNT OF HEAT IN THE PROPERTY TO PROTECT THE PIPING AND PLUMBING SYSTEM AGAINST FROST DAMAGE.** If the Agent/Landlord discovers that there is insufficient oil in the property's oil tank to maintain an adequate amount of heat, agree that the Agent/Landlord can put a quantity of oil in the tank to fulfil this task. The cost of this oil will be paid by the tenants on production of a company delivery bill. Monies for this bill will be collected by **DIRECT DEBIT** (from the account details furnished to LPG Property Ltd.) or as otherwise agreed. **FAILURE TO DO SO WILL RESULT IN THE TENANT(S) BEING LIABLE FOR THE COST OF ALL REPAIRS CAUSED BY FROST DAMAGE.** (t) To ensure that no one tampers with the **SMOKE ALARMS OR FIRE EXTINGUISHERS. (ANY REPAIR TO EQUIPMENT WILL BE PAID FOR BY TENANT(S))** (u) You cannot make any claim against us for any compensation for any loss or damage caused as a result of the washing machine or the tumble dryer (if you have one) breaking down and damaging your belongings.(v) You cannot make any claim against us for any compensation for any loss or inconvenience you suffer if the fridge or freezer (if you have either or both of these) breaks down and causes your food to thaw or become unfit to eat. (w) You must not fix any posters, pictures, photographs or ornaments to the walls, ceilings or woodwork with nails, glue, sticky tape, Blue-tack or similar fixings. You must repair or pay us the reasonable costs of repairing any unreasonable damage, marks or holes caused by, or as a result of, removing any fixings. (x) **To ensure that there will be no smoking in the property.** (y) During the tenancy you must take reasonable measures to keep the premises free from vermin (for example, rats), fleas or parasites. If the premises become infested because of **something you have or have not done**, you will **have to pay the appropriate costs** of putting this right and cleaning any parts of the premises which are affected.

(z) That if there is a failure to return keys (to the LPG Office) on the last day of tenancy to pay a standard fine of **£ 25 per set of keys.** (a1) That if the Landlord or the Landlord's mortgage lender repossesses the property the tenancy automatically comes to an end upon the making of a Court Order for possession even if the Order is made during any fixed period of the tenancy.

**(4) If Landlord provides a TV Licence I agree to pay the TV licence fee for the duration of the tenancy.**

**(4b) If Broadband is already installed in the property we agree to pay the broadband fee for the duration of the tenancy.**

**(4c) It is also agreed that if the Broadband is supplied by the Landlord we will not download any material that could breach copyright (Music/Films etc.).**

**If we do this and there is a fine we agree to reimburse the Landlord the full cost of the fine and any court charges.**

(5) The Landlord acknowledges the receipt from the Tenant(s) of a deposit of £200 each. The tenant will be given details (within 30 days) of THE DEPOSIT SCHEME that is responsible for their deposit. There will be a Deposit Processing Fee £10 per person for processing and protecting your deposit.

**Purpose of the deposit**

The deposit has been taken and can be used to cover the following:

- A. To cover the cost to repair, replace and clean property belonging to the landlord including parts of the premises, gardens and or landlord fittings.
- B. To cover the cost to replace any missing parts of the premises and or landlords fittings.
- C. To cover compensation of any missing parts of the premises, ground maintenance and or landlords fittings.
- D. To cover the landlord costs to repair, replace and or clean the premises including landlord's fittings caused by the tenant or his/her visitors in breach of the tenant's obligations under the tenancy agreement.
- E. To cover the landlord/agent administration charges incurred under this agreement, including any charges if the terms of tenancy is breached
- F. To cover unpaid accounts for utilities service.
- G. To cover outstanding rent arrears
- H. Any other fair costs required to be charged for any other breach of the tenancy agreement

Items A - D are subject to an allowance for fair wear and tear. The age and condition of each and any such item will show an allowance from commencement to termination of tenancy, which will take into consideration condition at start, term of tenancy and number of residents. The tenant will be made aware of any deductions after exit inspection

(6) **Failure to take up tenancy.** The tenant agrees that if they fail to take up this tenancy they will forfeit this deposit. In the event that the tenant does not wish to take up the tenancy and if they or their fellow tenants find a replacement person (acceptable to LPG Property Ltd) to take their place and once all associated paperwork is received by LPG Property Ltd then a deposit refund will be considered. If the replacement person is found by LPG Property Ltd then there will be **NO REFUND OF THE DEPOSIT.**

(7) **Ending tenancy before the end of the fixed term.** The tenant agrees that it is their or their fellow tenant's responsibility to find someone to take over the remainder of their tenancy. The tenant agrees that until a replacement (acceptable to all the other tenants and LPG Property Ltd) is found to take their place and once all associated paperwork is received by LPG Property Ltd **they will be liable for the rent.**

(8) Inventory and condition of the premises

We and you agree to the following:

(8a) Producing an inventory

We will be responsible for arranging and paying for an inventory and description of the condition of the premises.

(8b) Accepting the inventory

If you do not return the inventory with your comments, we will assume that you agree to the inventory and description of the condition of the premises as being a true and full record of the condition of the premises at the time you moved into the property.

(8c) Checking the inventory

At the end of the tenancy, the owner will check the inventory and notify you of any chargeable damages.

(8d)At the end of tenancy **WE WILL NOT DIP OIL TANKS** unless a request is received via email on the **last day of tenancy.**

**Tenants Signatures:**

(1)..... (2)..... (3).....

(4)..... (5)..... (6).....

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(9) The Landlord hereby agrees with the Tenant as follows:

That the Tenant paying the rent and observing the stipulations on his part herein contained shall during the Tenancy quietly enjoy the Premises without interruption by the Landlord or any person lawfully claiming under or in trust for him;

That the Landlord will adequately insure the Premises against damage by fire and other usual comprehensive risks in such sum as shall from time to time represent the full reinstatement value of the same; To uphold maintain and keep the roofs and outside and load bearing walls of the Premises and the gutters, pipes, sewers other than those not exclusively servicing the Premises in good order and condition.

(10) It is mutually agreed as follows:-

**If there are reports of any ANTI-SOCIAL BEHAVIOUR by the owners or occupiers of any neighbouring property about you the tenant(s) (or by anyone visiting the property) the following course of action will be taken:**

- 1st Incidence Report:** Email to tenants requesting a meeting in the office to discuss report on anti-social behaviour.
- 2nd Incidence Report:** Email to tenants requesting a meeting in the office followed by verbal warning plus reports being sent to Parents/Guardians.
- 3rd incidence report:** Email followed by reports being sent to Parents/Guardians, University, Environmental Health (local Council) and the Police.
- 4. If the issue of anti-social behaviour arises again an email will be sent to the tenants stating that this is a FINAL WARNING and copied to Parents/Guarantors, University and the POLICE.**
- 5. Email plus official written NOTICE TO QUIT sent to tenant's.**

The Landlord shall have the right to enter upon the Premises if any of the said rent (whether formally demanded or not ) shall be twenty-one days in arrears or if the Tenant shall otherwise fail to observe the stipulations in this Agreement, or if the Tenant becomes bankrupt or makes any arrangement with his/her creditors, but without prejudice to any remedy for any antecedent breach by the Tenant of any of the provisions hereof; (b) Any notices required to be served hereunder shall be sufficiently served on the Tenant if left addressed to him on the Premises or forwarded by pre-paid Recorded Delivery post and shall be sufficiently served on the Landlord if delivered to him personally or forwarded to him by pre-paid Recorded Delivery post and any Notice served by post shall be deemed to be given at the time when in due course of post it would be delivered at the address to which it was sent:

The Landlord shall have the right to instruct an engineer to enter upon the Premises at reasonable hours for the purpose of carrying out gas or electrical inspections.

(11) IT IS HEREBY AGREED by and between the parties hereto that in these presents where the context so admits or requires words importing the singular number shall include the plural number and words importing the masculine gender shall include the feminine and neuter genders and where two or more persons are included in the expression "the Landlord" or "the Tenant" covenants expressed or deemed to be made by them shall be deemed to be made by them jointly and severally.

(12) THE PARTIES AGREE that the Tenant has before the signing of this Agreement been informed that this Agreement is to be an assured short hold tenancy within the meaning of S.20 of the Housing Act 1988.

(13) DATA PROTECTION.

The tenant(s) hereby consents to the Landlord/Agent processing any information or personal details on or of the tenant(s) as defined in the Data Protection Act 1998. The tenant(s) agree that the Landlord/Agent may pass on the Tenant's forwarding address and/or other personal information to utility suppliers, local authority and credit Agencies, or reference agencies and for debt collection. It is also agreed that in the event of an Anti- Social Behaviour incidence your personal details can be passed To the Statuary Authorities that they may contact you at any time (24 hours)

SIGNED BY THE LANDLORD/AGENT.....

In the presence of.....

**Tenants Signatures:**

(1)..... (2)..... (3).....

(4)..... (5)..... (6).....

In the presence of.....

LPG Property Management,  
39 Prospect Road,  
Portstewart. BT55 7NG. Tel. 02870833641.

An Agreement made the ..... Day of .....20

**Summary of Potential Charges during your Tenancy:**

Replacing Lost Bins	£ 35.00 per Bin
Removing rubbish	£ 40.00 per removal
Bleeding Oil Burner	£ 25.00 per callout
Lost Keys	£ 25.00 per set
Re-submitting Direct Debit	£ 20.00 per re-submission
Fee for processing replacement tenant	£50.00 per replacement tenant

**COVID -19**

Please note that all of the tenants will be liable if there are any fines issued as a result of a Breach of the Covid -19 Rules.