

MEMORANDUM OF AGREEMENT
LONG TERM TENANCY AGREEMENT

Tenancy Deposit Scheme Northern Ireland Number:.....

An agreement made the Day of 201

between
(Hereinafter called "the Landlord") of the one part and

LANDLORD REGISTRATION NO:.....

(1) Name/Address.....

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

E-mail

(2) Name/Address

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

E-mail

(3) Name/Address

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

E-mail

(1) The Landlord lets and the Tenant 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 for the term of Months/weeks and from the day of20

PAYING THEREFORE IN ADVANCE the **MONTHLY / QUARTERLY/ TERM** rent of £..... Plus RATES if applicable.

The first payment to be made on or before the signing of this Agreement and thereafter on or before the First day of each subsequent month / quarter / term I agree to have my 1st instalment of rent paid before I take up occupancy. Agree that I will not be allowed access to the property until this 1st payment is made. Also agree that if I fail to make this payment I will not be 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.

(2) 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 tenatable 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 tenatable condition and to cultivate the garden 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 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, 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 and 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 tenatable 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 and insure the premises against Public Liability; (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 N.I.H.E. HMO LICENCE) A CHARGE WILL BE APPLIED.**(r) To ensure that there is **ALWAYS AN ADAQUATE AMOUNT OF HEAT IN THE PROPERTY TO PROTECT THE PIPING AND PLUMBING AGAINST FROST DAMAGE.**(s) in extremely cold conditions to turn mains water off and drain the system (Particularly where property is unoccupied for more than 5 **DAYS**)

FAILURE TO DO SO WILL RESULT IN THE TENANT 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 DAMAGE TO SAID EQUIPMENT WILL BE PAID BY TENANT)**

(u) That if there is a failure to return keys on the last day of tenancy to pay a standard fine of **£ 25 per set of keys**.

(v) To control or arrange for control of all **VERMIN (rats and mice etc)** in the property.

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(3) The Landlord acknowledges the receipt from the Tenant(s) of a deposit of £..... The tenant will be given details (within 30 days) of THE DEPOSIT SCHEME that is responsible for their deposit. This deposit is held as a bond and can be used by the landlord/agent as payment against any damage/rent arrears that may occur or as a result of any failure by the Tenant(s) to comply wholly with this agreement. 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, if they or their fellow tenants find a replacement person to take their place and once all associated paperwork is received then a deposit refund will be made. If the replacement person is not found by the tenant then there will be NO REFUND OF THE DEPOSIT.

(4) 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.

(5) It is mutually agreed as follows:-
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.

(6) 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.

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

(8) 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.

IN WITNESS Whereof the Landlord and the Tenant have set their hands hereto the day and year first herein WRITTEN.

SIGNED BY THE LANDLORD/AGENT.....

LANDLORD REGISTRATION NUMBER:.....

In the presence of.....

SIGNED BY THE TENANT (S) 1.

2.

.In the presence of.....

Date

Summary of Potential Charges during your Tenancy:

Replacing Lost Bins	£ 35.00 per Bin
Removing rubbish internally & externally	£ 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
Administration fee for processing replacement tenant	£50.00 per replacement tenant
Removal of personal items left at the end of tenancy (Furniture / clothing etc.)	£100 standard fine.

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SPECIAL CONDITIONS.

We agree as follows:

1. TO KEEP THE AREA FREE OF DOG FAECES AT ALL TIMES.
2. IF THERE ARE COMPLAINTS FROM NEIGHBOURS ABOUT DOG NOISE THAT THE DOG WILL BE REMOVED IMMEDIATELY.
3. TO MAKE GOOD ANY DAMAGE THAT HAS BEEN CAUSED BY THE DOG.
4. We agree that House Inspections can be completed at 3 months & 6 Months & 12 month intervals.
- 5.

Signed by the Tenant.

Date.