

HMO Letting Agreement

An agreement made this

Particulars

1.1 THE LANDLORD	
1.2 LEAD TENANT	
1.3 TENANT(S)	
1.4 THE PREMISES	
1.5 THE TERM	Month(s)
1.6 THE RENT	£
1.7 THE RENT DEPOSIT	£
1.8 PAYMENT DUE DATE	1 st of each month
1.9 THE LANDLORD'S FIXTURES, FITTINGS AND FURNISHINGS	See Inventory
1.10 EVENTS TERMINATING THIS AGREEMENT	(A.) One month's clear notice in writing served at any after end of the term
	(b.) Failure by the tenant to pay the rent within 7 days from the due paymentdate.
	(c.) Failure by the tenant to observe the conditions of this Agreement.
	(d.) Immediately upon the destruction of the premises by fire, storm, flood, or any other event not due to the Tenants default.

2 Interpretations

- 2.1 For all purposes of this agreement, the terms defined in clause 1 shall have the meaning Specified.
- 2.2 Words importing one gender shall include all or other genders and words importing the singular number include the plural and vice versa.
- 2.3 Where the landlord, the tenant or the guarantor for the time being are two or more persons, obligations expressed or implied to be made by or with such party are deemed to be made by or with such persons jointly and severally.
- 2.4 The clause, paragraph and schedule headings do not form part of this lease and shall not be taken into account in its construction or interpretation.
- 2.5 If more than one tenant signs the agreement each will be liable together and individually for all obligations of the tenancy.

3. The Demise.

- 3.1 The landlord shall let and that tenant shall take the premises together with the landlord's fixtures, fittings and furnishings for the term determinable by any of the events terminating this agreement and subject to the payment of rent.

4. The Conditions *The tenant shall throughout the term observe and perform the following conditions;*

- 4.1 The tenant shall pay the rent on the 1st of each month without deduction, unless a different date is specified by the landlord or their agent.
- 4.2 The tenant shall pay for and indemnify the Landlord against all charges for electricity, gas, telephone, satellite or cable services, and heating. Gas, electric, telephone, rates, satellite or cable and heating accounts to be put into the tenant's name and meters to be read at the commencement of the tenancy. Final readings are to be taken at the end of the tenancy and a forwarding address given.
- 4.3 The tenant shall not make alteration (structural or otherwise) or any addition to the premises. The tenant shall not decorate or repaint the premises without first obtaining the permission in writing of the landlord.
- 4.4 The tenant shall take reasonable care of the landlords' fixtures fittings and furnishings and at the tenants' expense replace any item that may be broken, lost, soiled or damaged (fair wear and tear excepted).
- 4.5 The Tenant shall not assign this agreement, sub- let the whole or any part of the premises nor take in any guests, lodgers or boarders whether paying or otherwise unless permission is given by the landlord and agreed with the agent.
- 4.6 The tenant shall not use the premises for any illegal or immoral purposes or for any trade, business or profession, but shall use the same as a private dwelling only for himself and his family.
- 4.7 The tenant shall not allow to be done to the premises anything that shall or may become a nuisance to the Landlords or the occupiers of the surrounding premises.
- 4.8 The tenant shall not leave the premises unoccupied for any period longer than 10 days without first giving notice to the landlord or the landlords agent.
- 4.9 The tenant shall not store any hazardous or flammable liquid or substances on the premises or do any act that would affect or invalidate any policy of buildings and contents insurance on the premises.
- 4.10 The tenant shall not keep on the premises any animals or birds except with the express permission of the landlord.
- 4.11 The tenant shall keep the premises including any garden areas neat and tidy. They shall not permit litter or rubbish to accumulate in or about the Premises.
- 4.12 The tenant shall permit the landlord and the landlord's agents to enter the Premises at any reasonable

time in the daytime by prior appointment (except in cases of emergency) to view the state and condition of the Premises and to permit the landlord to complete any necessary works or repairs to the Premises.

- 4.13 The tenant shall at the end of term or on the happening of any event terminating this agreement deliver up the premises in a good state of repair and condition so as to comply with the conditions of this agreement and shall make good or pay for the repair or replacement of any of the landlords' fixtures, fittings or furnishings as shall be broken, lost, damaged, destroyed or soiled during the term and shall otherwise leave the landlords fixtures, fittings and furnishings on the termination of the tenancy in the rooms and or places in which they were at the commencement of the tenancy.
- 4.14 The tenant shall allow the landlord or the landlords agent to erect "To Let" or "For Sale" notices to be put up on such part or parts of the Premises as the landlord may reasonably select and the tenant shall permit the landlords agents and any person accompanying the landlords agent or with his authority to view the premises on any week day at reasonable hours, but not after 8p.m.
- 4.15 The tenant shall notify the landlord promptly after any event which causes damage to the premises or which may give rise to a claim under the insurance of the premises.
- 4.16 The tenant shall not change the locks on the doors of the premises or make any duplicate keys thereto but to return all such keys to the landlord at the end of the tenancy. **The Tenant will have to pay a minimum charge of £10 for each key not returned at or before final inspection.** If keys are lost during the tenancy, tenants are responsible for the cutting of a new set. In the instance of security keys, the tenant will be responsible for the replacement of the barrels throughout the property if deemed appropriate by the landlord and/or agent.
- 4.17 The tenant shall not leave any refuse outdoors except on the day of collection by the refuse department and then in a properly closed receptacle.
- 4.18 The tenant shall keep the kitchens and bathrooms ventilated as necessary to avoid problems of condensation or smells. Tenants are responsible for heating the property and in the instance that the house is damaged by neglecting to do so the tenant will be held fully responsible. In instances where this is disputed, proof of purchase of heating must be provided.
- 4.19 The tenant shall pay the cost of the move out property condition report. (Please see below for pricing guide)

1 BED	£50	£60
2 BED	£60	£70
3 BED	£70	£80
4 BED	£80	£90

Cost of outgoing property condition reports

- 4.20 The tenant hereby agrees to ensure that there is an adequate supply of gas/oil to allow the heating to remain on during the winter months and at times when they may not be at the property.
- 4.21 The tenant hereby agrees to ensure that there is always a supply of electric and that they will not allow the meter to go below the sum of £10.00 during the term of the tenancy. The tenant shall take reasonable precaution for repairs, which incur from weather conditions. **There is a requirement of £20 of gas required before a repair can be carried out on a gas boiler and a requirement of 50 litres of oil required to complete a oil boiler repair.**
- 4.22 The tenant will, where applicable, attend any block management meetings to discuss the upkeep and management of communal areas

- 4.23 The tenant understands that if they reside in an apartment block that all tenants in each apartment are responsible for the upkeep of the communal areas and the fixtures and fittings contained therein. Should any fixtures and fittings within this area be damaged, and it is uncertain as to who caused the damage, all tenants in the block will be responsible and liable for the costs of repairing. The tenant agrees that these costs shall be automatically deducted from any payments received in respect of rent or any other monies paid. Please note a late rent charge may be incurred if full rent is not paid due to these charges.
- 4.24 The tenant shall allow viewings of the property to take place for the purposes of sale, and shall refrain from committing any acts that may hinder the sale of the property.
- 4.25 The tenant or any persons that enters the property shall not smoke tobacco or tobacco products on the premises.
- 4.26 The tenant hereby agrees to inspect all fire equipment within the premises on a weekly basis and ensuring the fire alarm panel is fully operational. The tenant further agrees that should any extinguishers need replaced or damage be done to the fire alarm they will alert the landlord and/or agent immediately.
- 4.27 Tenants are not permitted to use open chip pans within properties.
- 4.28 If tenants supply any electrical appliances themselves, they are required to have same PAT tested, if they are older than 1 year old.
- 4.29 Tenants must ensure the area around the cooker is kept clean and clear from any grease or debris.
- 4.30 Communal areas and fire escapes must be kept clear of items or any flammable goods at all times.
- 4.31 Electric heater are not permitted to be used within the premises.
- 4.32 Tenants are required to test their fire and smoke alarms on a weekly basis and complete the log book, as provided.
- 4.33 Tenants are not permitted to cover/tamper with any fire safety equipment within the property. Smoke and heat detectors are not allowed to be covered, under any circumstances. Any issues with the fire alarm and equipment must be reported immediately.
- 4.34 It is the tenants' responsibility to advise landlord/agent of any changes to their contact information.

FURNITURE If the letting includes the use of furniture and effects, the tenant will;

1. Not damage or remove from the Premises any of the furniture and effects and make good all damages and breakages to the furniture and effects which may occur during the term.
2. Leave the furniture and effects in the same position as they were in at the commencement of the term.
3. Clean or pay for the cleaning of the carpets, furniture, linen, duvets, blankets, covers and curtains (if any) included in the letting which shall have been soiled during the tenancy and which are attributable to the acts or default of the tenant except in the case of normal wear and tear.

5 THE LANDLORDS CONDITIONS

- 5.1 The landlord agrees that the tenant paying the rent and performing the conditions herein may quietly possess and enjoy the premises during the term. Thus, maintain a good relationship with neighbours and occupiers in surrounding premises.
- 5.2 The landlord reserves the right to market the property for sale. If, in the event that the property is sold during the term of the lease, the landlord shall give the tenant 8 weeks' notice to vacate the property, if necessary, should the purchaser wish to purchase the property with vacant possession.

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

6 PROVISOS

6.1 The tenant admits the right of the landlords' agents to sign on behalf of the landlord and this agreement, Notices to quit and other documents in connection with the agreement.

6.2 It is agreed between the parties that this agreement shall remain in the custody of the landlords' agent who shall on request, provide the tenant with a copy of the agreement.

6.3 To the extent permitted by law, the landlord shall not be responsible for or liable for any injury, loss or damage sustained by the tenant or anyone legally on or about the premises arising from the state of repair and condition of the premises.

6.4 The tenant shall be responsible for the insuring all of the tenant's personal belongings brought into the premises.

6.5 Any notice may be served on the Tenant by the Landlords agent by leaving a copy of the notice on the premises or sending a copy to the tenant at his last known address.

6.6 This tenancy agreement shall only become legally binding when all necessary documentation has been completed by all necessary parties, this includes but is not limited to the completion of the Guarantor Agreement, together with the supporting documentation required in respect of same and when this agreement has been signed by all necessary parties.

6.7 In the event that this tenancy agreement is not completed in full by all necessary parties and/or the guarantor document has not been completed and returned to us with all supporting documentation within one week of the payment of the holding deposit, **Property People reserve the right to retain £100 plus VAT from any monies paid as a holding deposit, in respect of works carried out.**

7. RENT DEPOSIT

7.1 The tenant is required to pay a deposit of £_____. From 1 April 2013, this deposit must be protected by your landlord in an approved Tenancy Deposit Scheme with a Tenancy Deposit Scheme Administrator. Your Scheme Administrator is **TDSNI**. At the end of the tenancy the deposit will be returned to the tenant, either by the scheme administrator or the landlord, depending on which type of scheme the landlord has chosen for protecting the deposit and subject to any non-payment of rent, damage caused to the property, unpaid accounts or any other breach of the tenancy agreement.

7.2 If there is no dispute over the amount of the deposit to be refunded to the tenant, then the deposit **must** be paid to the tenant. The deposit shall be returned to the tenant within one month of the termination of the tenancy either by the landlord or system administrator provided the tenant has vacated the premises and returned all keys to the landlords' agent and had delivered up possession of the premises in accordance with the terms of this agreement. If the tenant/landlord has a dispute over the amount of the deposit being returned, they can avail of the dispute resolution mechanism provided free of charge by the scheme administrator.

Deductions from the deposit

Order of Deductions from Deposit

1st Deduction	Property Condition Report
2nd Deduction	Rent Arrears
3rd Deduction	Items broken/Stolen/soiled/damaged
4th Deduction	Cleaning
5th Deduction	Property damage

6th Deduction	Locks changed
7th Deduction	Any other breach of tenancy and charges owing

Cost of deductions from deposit

Unfurnished Property						
	Light Clean	Deep Clean	Windows	Oven	Hob	Fridge
1 Bed	£75.00	£150.00	£10.00	£65.00	£20.00	£20.00
2 Bed	£100.00	£175.00	£20.00	£65.00	£20.00	£20.00
3 Bed	£125.00	£200.00	£30.00	£65.00	£20.00	£20.00
4 Bed	£150.00	£225.00	£40.00	£65.00	£20.00	£20.00
5 Bed	£200.00	£250.00	£50.00	£65.00	£20.00	£20.00
6 Bed	£225.00	£325.00	£60.00	£65.00	£20.00	£20.00
Furnished Property						
	Light Clean	Deep Clean	Windows	Oven	Hob	Fridge
1 Bed	£100.00	£150.00	£10.00	£65.00	£20.00	£20.00
2 Bed	£125.00	£200.00	£20.00	£65.00	£20.00	£20.00
3 Bed	£150.00	£250.00	£30.00	£65.00	£20.00	£20.00
4 Bed	£175.00	£300.00	£40.00	£65.00	£20.00	£20.00
5 Bed	£200.00	£325.00	£50.00	£65.00	£20.00	£20.00
6 Bed	£225.00	£350.00	£60.00	£65.00	£20.00	£20.00

Articles and rubbish removed from the property including garden

£10 per black bin bag
£120 medium skip hire
£150 large skip hire

Carpets

Average sized room carpet clean £30
Large sized room carpet clean £50
Hall carpet clean £25 per flight
Landing Carpet clean £20

Prices are estimated cost and are subject to change. Prices are based on invoices received for work carried out in 2016.

Should any work be required at the end of the tenancy, a further administration fee of £50.00+VAT will be payable. This charge is to cover administration costs involved in arranging contractors to carry out the work needed and also arranging access to the property.

8 Charges

1. The non-payment of standing orders and any late payments will incur an administration charge of £25.00 per item recurring on a weekly basis until the account is brought up to date. Please see breakdown below.

2 nd -7 th of each month	8 th -14 th of each month	15 th -21 st of each month	22 nd -28 th of each month	29 th -31 st of each month
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£25	£50	£75	£100	£125
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2. **That any overpayment made due to non-cancellation of payment will incur a charge of £25.00 per item to cover the Landlord or Landlords Agent administration expenses.**
3. **The tenant will pay £45 within office hours and £70 out of hours for call out charges in connection with heating system air locks, no credit in gas or oil meters, damage caused by the tenant or anybody in or around the premises with the tenants' permission, fire alarms, smoke alarms and CO alarms due to damage caused by the tenant or the tenant not replacing batteries.**
4. **The tenant shall pay a charge of £10.00 to gain access into property Monday to Friday 9.00am until 5.00pm where keys have been left inside the property. The fee will increase to £40.00 outside of office hours.**
5. **The tenant shall pay a charge of £20.00 for arranging replacement keys. This is in addition to the cost of the keys.**
6. **The tenant shall pay a charge of £20.00 for replacement Gas/Electric payment cards**

9. Defaults

The tenant agrees that if the Landlord requires using the services of any other outside agency to recover any outstanding rent or any other monies for which the tenant is liable to pay under the terms and conditions of this agreement that the fees for these services will be added to the outstanding amount owed by the tenant.

10. Tenancy amendments

Any amendments to the original signed contract will be subject to an administration charge of £99.00+VAT

11. Surrender of the tenancy agreement by the Tenant before the end of tenancy term.

Should the Tenant wish to leave the property before the agreed termination date as set out in this agreement, it is agreed that: -

If a voluntary surrender of the lease subject to the terms set out herein agreed by the Landlord or his Agent in writing then the Tenant shall be responsible for the rent and all other obligations as set out in this agreement until such time as a new tenant shall be found, approved and a new lease commenced. The Tenant shall be responsible for the payment of the Landlord's agreed letting agents' fees of £399.00+VAT, for the rent due and all other obligations under the terms of this agreement.

Outgoing Tenants check list:

- Make good any walls where you have inserted pictures hooks or other fixtures and redecorate if necessary.
- Clean all walls, skirting and window sills.
- Thoroughly clean and disinfect all kitchen and bathroom surfaces and cupboards.
- Clean windows including inside reveals.
- Make certain that any water or waste pipes (e.g. if you remove an automatic washing machine) are properly capped off.
- If removing any gas appliance, this must be done by a Gas Safe registered engineer and left properly capped.
- If removing any electrical equipment that has been 'HARD WIRED' (i.e. Cooker) ensure that the wiring is left protected with proper insulation tape.
- Ensure Garden is tidy with grass cut. Remove all rubbish from house, garage and garden.
- Remove all rubbish from house, garage and garden.
- Arrange for all Electricity, Gas, Water and Telephone meters to be read and provide a forwarding address. If the property has key meters, make certain the relevant key/cards are left in a visible place.
- Arrange for post to be re-directed.
- If you have a burglar alarm with a security code, please ensure that you leave a note of the number.
- If you have not done so, provide a contact telephone number so our letting agent can arrange viewings before you leave the property.
- Provide a forwarding address so that the balance of any deposit due to you can be sent on.

The following are SPECIAL or ADDITIONAL CLAUSES negotiated between the parties.

No deviation from the terms Tenancy Agreement will be allowed without written authorisation from the Landlord or his Agent.

(Anything handwritten in this box and not initialed by both the Landlord (or their representative) and the Tenant, will be considered void)

AS WITNESS OUR HANDS THE DAY AND YEAR FIRST HEREIN WRITTEN Important – by signing this agreement, you agree that you have read and accept the full conditions of your tenancy.

Our Signature (the landlords or agent on their behalf)		
Name	Signature	Date

Tenant(s) Signature(s)		
Name	Signature	Date

Witnessed in the presence of:		
Name	Signature	Date

