

Burbridge D U C A N N

LETTING AGREEMENT

PROPERTY ADDRESS:

This is a legal document and upon signing you will be bound by the terms herein.

We do not provide legal advice in relation to this document and recommend consultation with a solicitor, housing advice centre or Citizens advice Centre for advice on the terms and conditions if required.

1.1 FIXED DEFINITIONS

"Agent" is any person authorised by the Landlord to act as the Agent of the Landlord in effecting any action on behalf of the Landlord.

"Agreement" means the Tenancy Agreement.

"The Building" is the Building in which the Property is situated if any.

"Fixtures and Fittings" include references to any of the fixtures, fittings, furnishings, effects, floor, ceiling or wall coverings in the Property belonging to the Landlord at the date of this Agreement or added by the Landlord during the Tenancy including the Inventory attached to this Agreement (if any).

"Guarantor" includes anyone who signs this Agreement and agrees to be responsible for the payment of the rent and any Landlord's damages should the Tenants fail to meet the terms of the Tenancy or pay the rent.

"Inventory" is the list of fixtures, fittings and contents attached to this Agreement (if any).

"Landlord" includes anyone owning an interest in the Property, whether Freehold or Leasehold, entitling them to possession of it upon the termination or expiry of the Tenancy and anyone who later owns the Property and his heirs, executors and administrators of any such person.

"Landlord's Obligations" refers to the guidelines set out in the Second Schedule of this Agreement detailing the Landlord's responsibilities in respect of the Property and the Tenant.

"Property" includes any part or parts of the building, boundaries, fences, garden and outbuildings belonging to the Landlord unless they have been specifically excluded from the Tenancy.

"Rent" is the sum of money paid to the Landlord monthly. Residential rent is exempt from VAT therefore VAT will not apply unless there is a change to VAT classification.

"Security Deposit" is the money held by the Landlord or Agent during the Tenancy as security against the Tenant failing to comply with the terms of this Agreement.

"Pet Deposit" is the money held by the Landlord or Agent during the Tenancy as security against cost of any repairs or cleaning caused by a tenant's pet/s being in residence at the premises.

"Service Charge" refers to the amount payable in respect of maintenance and repair of common areas.

"Tenant" includes anyone entitled to possession of the Property under this Agreement.

Where more than one person comprise the Tenant, they will each be responsible for complying with the Tenant's obligations under this Agreement both individually and together. The Landlord may seek to enforce these obligations and claim damages against any one or of those individuals.

"Term or Tenancy" includes any extension or continuation of the contractual term of this Agreement or any statutory periodic term arising after the expiry of the term detailed below.

"The Agent" shall mean Burbridge DuCann 54 Bloomfield Avenue, Belfast, BT5 5AD T: 02890653444

"Fees and Charges" means monies payable to the landlord or his Agent in the arrangement, management or conclusion of the Tenancy. A full list of these charges is available upon written request from either the Landlord or his Agent.

1.2 VARIABLE DEFINITIONS

"the Property" is the Property known as	
"the Agent/s" is known as	Burbridge Ducann Rental Agency
"the Agent's address is	54 Bloomfield Avenue, Belfast, BT5 5AD
"the application fee" is (monetary value)	£
"the Start Date" is the	
"the Expiry Date" is the	
"the Term " is	() Months and () days with notice to quit to be provided as per 3rd Schedule/Clause 2.
"the Rent" is £	£ per calendar month
Additional Pro-Rata Rent for () days	£ for
"the Rent Collection date" is the	1st or 28th of each month
"the rent payable" is due to the	Agent / Landlord
"the Security Deposit" is the sum of	£
"the Rate Payer" is the	Landlord
"the Guarantor/s" is	
"the Guarantor Referencing fee is (monetary value)	n/a
"the Insurance Payer" is the	Property – Landlord / Contents - Tenant
"the Contents Insurance" which varies from time to time is currently	Responsibility of the Tenant – Policy details to be provided to Agent
"the Service Charge" is currently	N/A (Note: varies from time to time)
"the Service Charge Payer" is	N/A
"Furnished or unfurnished is"	Furnished – Inventory TBA OR Unfurnished

2. The Landlord lets and the Tenant takes the Property together with the Fixtures and Fittings now in the Property and more particularly specified in the Inventory for the Term beginning on the Start Date and ending on the Expiry Date.
3. The Rent is payable monthly in advance by the Tenant by cleared funds to the Landlord or his Agent as nominated by this Agreement on the Rent Collection date or sooner. The Tenant is responsible for ensuring that the rent reaches the nominated account each month on time. Late charges will apply to all payments reached after its due date. Standing orders may take at least 14 working days to arrange with your Bank. Standing orders should be set at a date to leave your account which is a minimum of six days in advance of the date due to allow for four working days Bank administration and the possibility of a Bank Holiday or weekend.
4. The Rate Payer is responsible for paying the rates assessed on the Property directly to the Rate Collection Agency on demand and is liable for any arrears during their period as designated Rate Payer; in the event the Rate Payer is the Tenant and the Tenant fails to so pay the rates directly to the Rate Collection Agency the Tenant hereby indemnifies the Landlord against any claims made directly on the Landlord by the Rate Collection Agency.
5. The Landlord is responsible for paying the Insurance on the Property to his Insurance Company; in the event the Insurance Payer is the Tenant the Tenant shall pay to the Landlord in addition to the Rent due the amount paid monthly by the Landlord for the Insurance.
6. The Landlord is responsible for paying the Service Charge on the Property to the ground Landlord or Management Agents of the Property; in the event the Service Charge Payer is the Tenant the Tenant shall pay to the Landlord in addition to the Rent due the amount paid monthly by the Landlord for the Service Charge.
7. This Agreement is conditional upon the payment by the Tenant to the Landlord of a Security Deposit as reasonable security for the performance of the Tenant's obligations under the Agreement and to the extent that the Security Deposit is insufficient to meet those obligations the Tenant shall be fully liable for them. The Security Deposit shall be repayable to the Tenant within 4 weeks of the end of the Tenancy and then without interest and after deduction there from of any sums required to compensate the Landlord for any breach of obligation on the Tenant's part.
8. The Tenant enters into those obligations with the Landlord as set out in the First Schedule
9. The Landlord enters into those obligations with the Tenant as set out in the Second Schedule.
10. The obligations and matters set out in the Third Schedule are agreed by the Landlord and the Tenant.
11. The Guarantor has requested the Landlord to accept the Tenant of the Property and does hereby for him or herself or themselves and for his, her or their heirs, executors, administrators undertake and guarantee to the Landlord in the manner detailed in the Fourth Schedule.

FIRST SCHEDULE TENANT'S OBLIGATIONS

The Tenant hereby covenants as follows:

To make all necessary payments

1. To pay the Landlord's Agent the Holding Deposit at the time of signing the Agreement and to pay the Deposit and first month's rent in advance in full by cleared funds before the exchange of keys occurs. An application fee is payable as detailed in the variable definitions.
2. To pay the Landlord/Agent on demand the Rent by standing order, or such other means as the Landlord so prescribes from time to time and to reimburse the Landlord for any Service Charge or Insurance in the event the Tenant is the Service Charge Payer or the Insurance Payer respectively.
3. To pay the relevant authorities or the Landlord as appropriate all charges in respect of telephone, electricity, gas, water supply and other services used in the premises and any service charge assessed on the Property by any legal person.
4. To pay costs and expenses which the Landlord incurs in:
 - 4.1 Paying any Stamp Duty Land Tax due on this Agreement (if applicable).
 - 4.2 Dealing with any application by the Tenant for consent or approval.
 - 4.3 Preparing and serving a notice of a breach of the Tenants obligations, under section 14 of the Conveyancing and Law of Property Act 1881, even if forfeiture of this lease is avoided without a court order.
 - 4.4 Recovering or attempting to recover any Rent or other monies in arrears or any charges in association with the pursuit of these monies charged by the Agent.
 - 4.5 To pay any banking charges incurred by Landlord or Agent in receiving such payments, for example Chaps Fees and returned cheques charges will be levied at £20 per transaction.
 - 4.6 Pay reasonable costs to the Landlord's Agent for each notification by either letter or email, the Agent, acting reasonably, has to send to the Tenant concerning breaches of the Tenancy Agreement.
 - 4.7 Use the Property in a Tenant like manner.

To use the Property only for permitted use

5. To use the Property exclusively for private residential purposes only nor have any boarders or lodgers lodge within.
6. Not to suffer or permit any part of the Property to be used for any sale or auction public meeting or for any illegal or immoral or improper purpose.
7. Not to register a company at the address of the Property.
8. Not to keep or permit or to be kept any pets at the Property without the prior consent of the Landlord. Where permission has been granted a suitable indemnity fee is applicable and the Landlord must be indemnified against any damage caused by or as a direct result of said animal.

To insure all belongings

9. The Landlord grants the Tenancy of the Property to the named Tenant upon the condition that the Tenant holds insurance that the Landlord or his Agent considers adequate to protect against accidental damage caused by the Tenant to the furniture, fixtures and fittings at the Property as described in the attached Inventory.
10. The Tenant must provide the Landlord or his Agent with a copy of his current insurance certificate covering accidental damage to the Landlord's contents, furniture, fixtures and fittings, prior to the commencement of the Tenancy detailing the cover held, the name and address of the insurer, the policy number and the date of renewal.
11. To notify the Landlord's Agents forthwith in writing if it is intended that the Property shall be left vacant for any continuous period of 28 days or more.

To keep the Property in good order

12. Not to make any alterations or additions or redecorate the Property without the Landlord's consent.
13. Not to cause the telephone or internet apparatus now in the Property to be removed or replaced nor to allow its position to be altered or any alteration to the wiring of such apparatus save with the prior written consent of the Landlord or the Landlord's Agents.
14. Not to permit or suffer to the best of the Tenant's reasonable ability, to be infested by termites, rats, mice, cockroaches or any other pests or vermin.
15. Not to fix or hang any posters pictures photographs or ornaments to the Property with nails, glue, sticky tape, blu-tac or similar adhesive fixings other than with a reasonable number of commercially made picture hooks and to make good at the end of the Tenancy or be liable for the fair costs of making good any unreasonable damage.
16. Not without the previous consent of the Landlord to cut, maim, injure, drill into, mark or deface or permit or suffer to be cut, maimed, injured, drilled into, marked or defaced any doors, windows, walls, beams, structural members or any part of the fabric of the Property and/or Building nor any of the plumbing or sanitary apparatus or installations included therein.
17. To reimburse the Landlord the cost of replacing all broken or damaged window(s) and glass if same is broken.
18. To replace electric light bulbs and fuses.
19. To take reasonable precautions to keep the interior of the Property and the Fixtures and Fittings in the same condition as at the commencement of the Tenancy (except for fair wear and tear) and to replace such if the said fixtures or fittings as may be broken or destroyed or damaged with articles of the equal value less the agreed amount for wear and tear to the satisfaction and approval of the Landlord and not to remove the said fixtures and fittings or part thereof from the Property nor to lend or part with the possession of same either directly or indirectly to any person whatsoever without the previous consent of the Landlord.
20. To test at regular intervals any battery operated smoke alarms or carbon monoxide alarms fitted in the Property and replace any battery in an alarm which is not found to be working. If the alarm is not working after the fitting of a new battery, to inform the Landlord within a reasonable time of the alarm defect coming to the notice of the Tenant.
21. To take reasonable and prudent steps to heat and ventilate the Property in order to help prevent condensation and where, such condensation may occur to take care to wipe down and clean surfaces and ventilate as required from time to time to stop the build-up of mould growth or damage to the Property.
22. To pay to the Landlord the cost of any repairs of any mechanical and electrical appliances belonging to the Landlord resulting from misuse or negligence by the Tenant, his/her family, his/her visitors, or his/her contractors.

23. To be responsible for unblocking or clearing stoppages in any sink, basin, toilet, or waste pipes if they become blocked due to the negligence, actions, or inactions of the Tenant, his/her family, his/her visitors, or his/her contractors and not to put anything in the lavatories, sinks or electrical appliances such as washing machines or dryers that may cause obstruction or breakage, Tenant(s) will be responsible for cost of repair.
24. To keep all chimneys, gutters, downspouts and gullies on or serving the Property that are accessible to the Tenant clean and free from obstruction.
25. To clean or have cleaned both internally and externally all reasonably accessible windows at the Property as necessary during and at the end of the Tenancy.
26. The Tenant (s) shall ensure that wheelie bins are kept in a designated secure location and are returned to that location when empty, they are not the Landlord's responsibility and if stolen or lost will be paid by Tenants for cost of replacement. Landlord will not be responsible for any fines if a bin has been supplied at the commencement of the lease. The Tenant shall not permit rubbish to be accumulate other than in the wheelie bin provided and shall not allow the wheelie bin to obstruct entrance to or egress from the premises. In the event that the wheelie bin needs to be replaced, for whatever reason, the Tenant shall reimburse to the Landlord the cost of such replacement.
27. Be responsible for all charges which may be levied if the burglar alarm system is set off accidentally or as a result of negligence or misuse by the Tenant or any guest or invitee of the Tenant. Also responsible for any costs involved in getting heating running again if oil or gas is allowed to run out and air blockage occurs resulting in system requiring to be bled.
28. Pay and arrange for the removal of all vermin, pests and insects if infestation should occur during the term of Tenancy, unless such infestation should occur as failure of the Landlord's obligations to fulfil his repairing obligations.

Not to cause nuisance

28. Not to do or permit to be done anything which may become a nuisance or annoyance to the Landlord or the occupiers of neighbouring properties.
29. Not to cause or permit any offensive odours or excessive smoke to be produced upon, permeate through or emanate from the Property.
30. Not to smoke or allow anyone else to smoke inside the property without the express permission of the Landlord or Landlord's Agent. The Landlord reserves the right to charge the Tenant for the cost of redecoration, cleaning of soft furnishings and carpets if smoking has occurred without written permission from the Landlord or his Agent.
31. Not to play any musical instrument or use any sound producing or reproduction equipment so as to cause a disturbance.
32. Not to keep any dangerous or flammable material in the house except for those required for general household use.

To give the Landlord reasonable notice

33. To give notice within 24 hours to the Landlord of any damage or destruction to the Property or the Fixtures and Fittings.
34. If repairs are necessary for which the Tenant is not liable the Tenant should notify the Landlord of the repair within 24 hours but should not arrange or give instructions for any repairs to be earned out apart from in an emergency, except at the request of the Landlord or the Agent. Should the Tenant fail to comply with this provision he/she shall be liable for the cost of any repairs carried out.

To request Landlord's consent

35. Not to hang any objects or items outside the Property without the consent of the Landlord.
36. Not to display or place on the Property so that it may be visible from outside the Property any advertisement, poster, placard, notice or sign unless previously approved by the Landlord.
37. Not to sublet, assign part of the Tenancy or Property, take in lodgers, or paying guests, or permit any person to acquire any tenancy or other rights to the Property without the consent of the Landlord.
38. Not to assign the Tenancy of the Property or any part of it without the Landlord's prior written consent such consent which should not to be unreasonably withheld in the scenario of proposed assignment to a proposed assignee of proven financial standing and reliability in excess of that of the Tenant and providing always that if the Landlord's consent is granted the Tenant will be liable for the reasonable fees and expenses incurred by the Landlord in considering, approving, actioning and taking advice in relation to any assignment so approved.

39. The Tenant(s) shall be responsible for the keys/garage/gate fobs to the premises. Lost or broken keys will be provided by the Landlord / Agent on request. The Tenant shall pay for the cost of replacement of keys etc. In the event that a locksmith is required to attend the premises the Tenant shall bear the cost of such attendance. Additionally an administration fee may also be due to the Landlord or Agent for arranging same.
40. Not to make any additional keys to the Property or to replace or add any new locks to the Property without the consent of the Landlord. If the consent is given the Tenant agrees to provide one full set of keys to the new locks at the Tenant's expense to the Landlord.
41. To keep the garden in a neat and tidy condition but not to cut down or remove any trees, shrubs or plants without the consent of the Landlord.
42. To permit the Landlord to give the Tenant notice in writing of any repairs, cleaning, restoration, or replacement which is the obligation of the Tenant; and to repair, clean, restore, or replace the necessary items within one month.

To forward correspondence for the Landlord

43. Within a reasonable time to forward to the Landlord any correspondence addressed to the Landlord at the Property and to inform the Landlord as soon as reasonably practical of any notice affecting the Property which may be served on the Tenant or left at the Property, or otherwise come to the attention of the Tenant.

To permit entry to the Property

44. To permit the Landlord, contractors or Agent at reasonable hours in the daytime (upon giving at least 24 hours' notice in writing) with or without workmen to enter the Property by prior appointment (except in the case of emergency) for the purpose of repairing, painting or examining the state and condition of the Property.
45. To permit the Landlord to fix a "To Let" or "For Sale" sign to any part of the Property and if and whenever any such notice is affixed to permit free and uninterrupted admittance during weekdays during normal business hours to any person or persons for the purpose of inspection or sale of the Property.

On Expiration of the Tenancy

46. The Tenant at the expiration or sooner determination of the Tenancy peaceably surrender and yield up unto the Landlord possession of the Property and Fixtures and Fittings in reasonable repair and condition in all respects.
47. At the end or earlier termination of the Tenancy to have the Property and the Fixtures and Fittings cleaned to a good and professional standard or pay for the professional cleaning throughout including cleaning and laundering of all bedding, linen, towels, upholstery, curtains and carpets to the standard shown in the Inventory at the start of the Tenancy.
48. To return all keys to the Property to the Landlord on the last day of the Tenancy by 12 noon or at the check-out of the Inventory whichever is earlier; and if keys are not returned on the last day to pay costs at the pro rata rental amount or any costs incurred in replacing the locks to which the keys belonged.
49. Immediately upon the expiry of the Term, have the water (if any), electricity, gas and telephone meters read and to discharge forthwith all outstanding accounts in respect of such services if applicable.
50. In the event that any of such services is discontinued due to the failure of the Tenant to discharge any account then to pay all re-connection charges in respect of same and to keep the Landlord fully indemnified in respect thereof 51. Should the Tenant vacate the Property before the date of termination without agreement, the Tenant will be liable to pay damages, which will include, the rent at the same rate until the Property is re-let or the date of termination whichever is sooner AND (a) any rates (if applicable), (b) utility bills, or any similar levy for the same period AND (c) to cover all costs necessarily incurred by the Landlord in respect of the early termination including the re-letting thereof (standard advertising fee and Tenant sourcing fee payable to the agency. The sum payable will be determined by the rate charged for the services at the date of termination).
52. Exceptional circumstances. The Landlord may permit early release from the contract if exceptional circumstances are deemed by the Landlord. In the event that an early release is granted the Tenant will forfeit his Deposit in full, and be liable for the re-advertising of the Property and any fees due to the agency for the sourcing of a new Tenant. All fees will be treated as rent.

Furniture

53. Not to remove any of the furniture, or substitute furniture specified in the Inventory from the Property; or to store it in the garage (if any) without the consent of the Landlord.

54. The Tenant is responsible for the purchase of a valid TV license whether the Landlord has supplied a television set or not.

SECOND SCHEDULE LANDLORD'S OBLIGATIONS

1. To allow the Tenant paying the rent and performing and observing the obligations herein before contained may quietly possess and enjoy the Property during the Tenancy without any disturbance by the Landlord or any person claiming under or in trust for the Landlord.
2. To onward pay to the appropriate legal person all service charge assessments and outgoings payable for the property during the Tenancy which is paid to the Landlord by the Tenant.
3. To comply with the obligation as set out in Article 5 of the Private Tenancies (Northern Ireland) Order 2006 to provide the Tenant with a rent book free of charge to maintain a written record of rent payments.
4. To be responsible for insuring the Property and all Fixtures and Fittings.
5. To provide a copy of the Property covenants to the Tenant if so demanded.
6. The Landlord shall not be reasonable for any loss or inconvenience caused by failure of supply of utility services to the Property.

THIRD SCHEDULE IT IS HEREBY AGREED BETWEEN THE LANDLORD AND TENANT:

1. That the Tenant admits that the sinks, basins, sanitary fittings, window glass, internal plumbing and fittings, gas and electric fittings appear at present to be in good order and condition upon visual inspection. This constitutes an admission that they are in good working order.
2. Notice to Quit - A notice to quit by either a Landlord or Tenant must be received at our offices in writing or via email and adhere to the following requirements:
 - 2.1 must be received prior to the 28th day of the month preceding the NOTICE month
 - 2.2 The notice must cover a full calendar month from the first to the last day of that month
 - 2.3 Notice periods will not be calculated from the lease start date.
 - 2.4 Example: lease to end on the 31st of October – notice must be received no later than the 28th of September, but can be given anytime from the 1st of September.
3. Any notice given under this Agreement shall be deemed duly served if sent by ordinary first class post if addressed to the Tenant at the Property and if given to the Landlord at the address stated on this Agreement.
4. That the Landlord shall not be liable for the security or safe keeping of the Property or any contents therein nor shall the rent, or any part thereof abate or cease to be payable on account thereof.
5. The basic rent is reviewed with effect from the end of Tenancy period.
6. If the rent hereby reserved or any part thereof shall be unpaid for five days after same shall become payable (whether demanded or not) or if the Tenant shall fail or neglect to observe or perform any of the obligations, stipulations or conditions herein contained and on the part to be observed and performed or if the Tenant shall become bankrupt or if make or propose or attempt to make any arrangements or compromise with his creditors or shall abandon or cease to occupy the Premises it shall be lawful for the Landlord at any time thereafter to re-enter upon the Property or any part thereof in the name of the whole whereupon this Agreement shall absolutely cease and determine but without prejudice to the right of action of the Landlord in respect of any breach of any of the Tenant's obligations.
7. Notwithstanding any of the other provisions herein if any rent, payment or other liability due directly or indirectly to the Landlord by the Tenant is not paid more than five days after the due date to the Landlord then interest shall be charged on such outstanding sums at the rate of ten per cent per annum until such sums are paid and this clause is without prejudice to any other rights the Landlord has under these presents. In addition an administration fee may be charged by the agency.
8. If the Property is destroyed, damaged by fire or other insured risk (not due to the neglect of the Tenant) and is unfit for occupation and use the rent or a fair proportion of it according to the nature and extent of the damage sustained is suspended until the Property is fit for occupation and use.
9. If the Property is not made habitable within one month either party may terminate this Agreement by giving immediate written notice to the other party.
10. This Agreement is governed by and interpreted according to the law of Northern Ireland.
11. The Landlord is obliged to comply with all legislation in relation to money laundering.
12. To comply with the legislation the Landlord reserves the right not to accept any payments for this Tenancy in cash and any refusal by the Landlord to accept cash shall not exonerate the Tenant from the liabilities of the Tenant under this Agreement. Cheques drawn on accounts with unfamiliar Foreign Banks may be subject to further investigation.

FOURTH SCHEDULE
IT IS HEREBY AGREED THE GUARANTOR WILL BE LIABLE:

1. For payment of any rent until full and clear and legal possession shall be delivered up.
2. For the due performance and fulfilment of this Agreement in every respect and for any loss damage or expense the Landlord may be put to or sustain by reason of the non-performance or non-fulfilment thereof.
3. For any expense the Landlord may be put to in making good any damage or injury done to the Property.
4. For any costs the Landlord may be put to through proceedings for the recovery of rent or on recovering full clear and legal possession of the Property such costs and any additional legal cost to be assessed as between you and your Solicitors charged on a Solicitor Client basis and not restricted by any court scales and subject only to the obtaining of a Certificate of Fairness in respect of same should I deem same necessary or such other Statutory or Law Society regulations as may from time to time be applicable.
5. That if after any Notice to Quit has been given ejection summons issued or eviction decree obtained in respect of the Property and afterwards withdrawn or waived either with or without my knowledge the Tenant remains on as Tenant of the Property this Guarantee shall not cease or determine but shall remain in full force and effect until full clear legal possession shall be delivered up.
6. That this Guarantee shall not be affected or vitiated by allowing the Tenant time to pay any amount due or by agreeing to accept same by instalments.
7. That the provisions of this indemnity shall apply to any increased rental and/or to any continuation extension renewal or re-grant of the Tenancy created by the Agreement whether by operation of law or agreement between the Landlord and the Tenant or otherwise as if this indemnity were incorporated in full in such continued extended renewed or re-granted Tenancy (as the case may be) and for the avoidance of doubt the Guarantor hereby agrees with the Landlord that the Tenant shall pay the rent reserved by such continued extended renewed or re-granted Tenancy (as the case may be) and shall perform and observe all the obligations on the part of the Tenant therein contained.

Important Notice

Housing Act Prior notices

Take notice that the Landlord has at some time before the beginning of the proposed Tenancy occupied the dwelling house as his only or principal residence OR may in due course require the Property as his or his spouses principal home and that either event possession of the Property may be recovered on ground 1 Schedule 2 of the housing Act 1988.

Take notice that the Property is subject to a mortgage granted before the signing of the Tenancy. If the mortgagee is entitled to exercise a power of sale order conferred by section 101 of the Law of Property Act 1925 then possession may be sought from the Tenant, to enable to the Property to be sold with vacant possession, as permitted on ground 2 Schedule 2 of the Housing Act 1988.

This Agreement will be legally binding once signed and dated and may be enforced by a court. Make sure it does not contain obligations you do not agree with. Where two or more persons sign as Tenants all such persons shall be jointly and severally liable for the performance of all covenants, obligations and duties of the Tenants as referred to in this lease.

As a general rule, electrical appliances such as television sets, video recorders and music stereos are not provided by the Landlord unless one already exists in the Property. Should one of these appliances cease to work it will **NOT** be the responsibility of the Landlord to replace or repair.

AS WITNESS whereof the parties have caused this Agreement to be duly executed.

SIGNED for and on behalf of the **LANDLORD**

Name: _____

Signature _____

Date _____

SIGNED by the **TENANT/S**

Name: (1) _____

Signature _____

Company Stamp _____

Signature _____

Date _____

SIGNED by the **Guarantor/s**

Name(s): _____

Signature(s) _____

Date(s) _____

OFFICE USE ONLY:

DOCUMENT WITNESSED BY:

Witnessed By _____

Signature _____

Address: **Burbridge Ducann Rental Agency
54 Bloomfield Avenue, Belfast, BT5 5AD**

Date _____