

TENANCY AGREEMENT

PART A

PARTICULARS

Date of Agreement:

Term Commencement Date:

Term Expiration Date:

Tenant (s):

Landlord:
Elms Village

Queen's Accommodation

Queen's University, Belfast
78 Malone Road
Belfast, BT9 5BW

Telephone No: 02890974525

Emergency Out of Hours Contact No: 02890974525

Premises:

Term: [] Months from the Term Commencement Date and ending on the Term Expiration Date

Basic Rent: £.00 in Total Monthly Charge

Service Charge: £ Included in Total Monthly Charge

Rates: £ Included in Total Monthly Charge

Total Rateable Value of Premises: £

Total Monthly Charge: £.00. The Total Monthly Charge includes basic rent, service charge and rates.

Deposit: £.00 a sum equal to one (1) month's Basic Rent

Maximum Occupancy The maximum occupancy for the Premises is [] adult[s].

Agreement Execution: By its execution of this agreement, the Tenant agrees to take and the Landlord agrees to grant a tenancy of the Premises on the terms detailed in the following provisions of this Agreement.

PART B

THE TENANCY IS GRANTED ON THE FOLLOWING TERMS:

1 Definitions

In this Agreement:

- 1.1 “the Basic Rent” means the sum described in the Particulars;
- 1.2 “Building” means the building of which the Premises form part;
- 1.3 “Common Parts” has the meaning ascribed in clause 4.3;
- 1.4 “Landlord Fixtures and Fittings” means the fixtures, fittings, furniture and effects as more particularly described in the First Schedule hereto;
- 1.5 “the Particulars” means the details contained in Part A;
- 1.6 “the Premises” means the accommodation to be occupied by the Tenant as described in the Particulars;
- 1.7 “Prescribed Information” means the prescribed information as required by the Private Tenancies (Northern Ireland) Order 2006 and is set out in the Third Schedule hereto;
- 1.8 “Rates” means any sum separately levied by the Land and Property Services in respect of the Premises which (if billed to the Landlord) will be set out in the Particulars as being included in the Monthly Charge but otherwise shall be the sum levied by and payable directly to the Land and Property Services by the Tenant as the occupier of the Premises;
- 1.9 “the Rent” means the sum of the Basic Rent, the Service Charge and the Rates as set out in the Total Monthly Charge;
- 1.10 “Rental Period” means the period(s) or frequency for the payment of Rent as hereinafter set out;
- 1.11 “the Service Charge” means the sum described in the Particulars and which is payable by the Tenant to the Landlord for providing Services in connection with the Premises;
- 1.12 “Repairs and Maintenance Services” means the repairs and maintenance services provided by the Landlord which are described in the Second Schedule hereto;
- 1.13 “the Tenant” refers to the staff member or student [] of the University who is party to this Agreement;
- 1.14 “the Tenancy” means the tenancy created by this Agreement;

- 1.15 "the Term" means the duration of the Tenancy set out in the Particulars or any shorter period where the Tenancy is terminated earlier in accordance with these terms;
- 1.16 "the Total Monthly Charge" means the sum described in the Particulars;
- 1.17 "University" means the Queen's University, Belfast.

2 Duration of Tenancy

- 2.1 The Tenancy shall commence on the Term Commencement Date set out in the Particulars and will continue for duration of the Term expiring at 12.00 noon on the Term Expiration Date set out in the Particulars.
- 2.2 The Tenancy will terminate immediately upon the Tenant ceasing to be a staff member or student of the University but in which case the Tenant shall be allowed a period of four (4) weeks to vacate the Premises subject to continuing to pay the Total Monthly Charge up to the date of vacating and that the Tenant has complied with the proviso below.
- 2.3 The Landlord may, subject to giving four (4) week's written notice ("the Notice Period") to the Tenant, terminate this Tenancy.
- 2.4 The Tenant may, subject to giving twelve (12) week's written notice ("the Notice Period") to the Landlord, terminate this Tenancy.

PROVIDED ALWAYS that the Tenancy will not end until:-

- (a) the Notice Period has expired; and
- (b) the Rent up to the date of the expiration of the Notice Period has been paid together with all other payments and outgoings due by the Tenant in respect of the Premises; and
- (c) the keys of the Premises have been returned to the Landlord

3. Rent and Outgoings

- 3.1 The Tenant agrees to pay to the Landlord the rent reserved by way of the Total Monthly Charge which shall be payable in advance, without deduction or set-off on the first day of every calendar month throughout the Term by way of direct debit or direct credit transfer to any account nominated by the Landlord for that purpose. The first payment of Total Monthly Charge is to be paid on the Term Commencement Date.
- 3.2 Where Service Charge is payable, the Landlord will endeavour to (but is not required to) give four weeks prior notice of any increase in the amount of Service Charge payable.

- 3.3 If the Rates are collected by the Landlord, the Landlord will endeavour to give reasonable notice of any variation in the amount of Rates payable but is not required to do so
- 3.4 The Tenant agrees to pay any value added tax or alternative similar tax that may be payable or become payable on the Rent or any service supplied by or sum due to the Landlord under the terms of this Agreement.
- 3.5 Where not specifically included in the Total Monthly Charge, the Tenant agrees to pay all Rates or other local taxes assessed upon the Tenant or the occupiers of the Premises and are charged, assessed or imposed upon or in respect of the Premises.
- 3.6 The Tenant undertakes to:
 - 3.6.1 pay promptly to the suppliers to whom they are due, the total cost of all supplies utilities and services rendered to or provided at the Premises and covenants to indemnify the Landlord against any demand it may receive for any of those amounts and against the non-payment of the Rent (or any element thereof) or the costs (including legal costs) of recovering any amount from time to time owed by the Tenant to the Landlord including interest at the rate set out in clause 3.7;
 - 3.6.2 ensure that on the determination of the Tenancy (how so ever determined) no steps are taken whereby any of the said supplies utilities and services are disconnected and in the event of any such disconnection taking place the Tenant shall be responsible for the costs of reconnection upon demand.
- 3.7 pay interest at 3% above the base lending rate of Ulster Bank Limited on the Rent and all other sums due to the Landlord pursuant to this Agreement that are not paid and available as cleared funds in the hands of the Landlord on the date upon which those sums are due. This undertaking will apply both before as well as after any judgements.

4 Repair Obligations

- 4.1 The Landlord shall keep in repair the structure and exterior of the Premises and the Building including roofs external and internal walls, chimneys external pipes drains and sewers external and internal doors, window frames, ceilings, floors, and plasterwork;
- 4.2 Subject to clause 4.4, the Landlord shall also keep in repair and proper working order any installations provided by the Landlord or forming part of the Premises for heating, water heating and sanitation and for the supply of water, gas, oil and electricity to the Premises and/or the Building and provide the Repairs and Maintenance Services which are set out in the Second Schedule hereto.
- 4.3 The Landlord shall also take reasonable care to keep common parts of the Building ("Common Parts") including paths, entrances, halls, staircases,

lifts, passageways, bin areas, gardens, laundries, kitchens and common rooms (if any) in reasonable repair and fit for use by the Tenant in common with the other tenants of the Landlord, but the Tenant (or tenants collectively) will be responsible for keeping them tidy.

4.4 The Tenant and not the Landlord is responsible for:

- (a) the repair and/or replacement of broken or damaged windows and/or doors.
- (b) the repair maintenance and replacement of electrical appliances, fires, heaters and light fittings serving the Premises and not installed by the Landlord
- (c) the repair and replacement of fuses (excepting main fuses) in the Premises
- (d) the repair and replacement of electrical plugs, light bulbs, fluorescent tubes and starters in the Premises
- (e) the cleaning out of waste disposals, sinks, basins, baths and shower units in the Premises
- (f) the repair and replacement of stoppers and chains for baths, sinks and basins in the Premises
- (g) the repair and replacement of WC seats and fittings in the Premises
- (h) the repair and replacement of curtain rails and coat hooks in the Premises
- (i) any minor repairs to and maintenance of the Landlord's Fixtures and Fittings
- (j) keeping and, on termination of the Tenancy, leaving the interior of the Premises and the windows and skylights clean and in a good state of repair and in reasonable decorative order and the Tenant is responsible for repairing any damage caused to the Premises during the Term
- (k) keeping (if applicable) all external gardens and the curtilage of the Premises properly cultivated and all grass and shrubs trimmed and free from litter or waste.

4.5 The Tenant shall make good any damage to the Premises or the Landlord's Fixtures and Fittings or to the Common Parts caused by the Tenant or any member of the Tenant's household or any lawful visitor, invitee or licensee of the Tenant to the Premises or the Building PROVIDED THAT the Tenant shall not be responsible for any damage or loss caused by reasonable wear and tear or any event for which the Landlord may have effected insurance (unless the Tenant shall by its action or in-action have rendered such cover void or voidable in which case

- the Tenant shall be responsible for making good such damage).
- 4.6 Where the Tenant fails to meet his obligations under this Clause 4 the Landlord may enter the Premises and carry out any work required to make good any damage done and the cost of this work shall be recoverable by the Landlord from the Tenant immediately upon demand AND if unpaid, shall be treated as rent in arrears
- 4.8 For the avoidance of doubt, the Landlord is not under any duty:
- (a) to repair or maintain anything contained within Clause 4.4 which is the Tenant's responsibility
 - (b) to repair or maintain anything constructed or provided by the Tenant
 - (c) to rebuild or reinstate the Premises in the case of destruction or damage by fire, storm, flood or other insured or uninsured risk
 - (d) to make good any damage to the Premises or the Landlord's Fixtures and Fittings caused by the Tenant or any member of his household or any lawful visitor, invitee or licensee of the Tenant to the Premises
 - (e) to repair or maintain anything where specific notice of the fault has not been properly given to the Landlord in accordance with clause 6.8 by or on behalf of the Tenant
 - (f) to carry out non-essential repairs of the Premises if the Tenant is six weeks or more in arrears with payment of the Rent. For clarity, an essential repair is one required to ensure the safety of the occupant(s) or which keeps the Building or the Premises weatherproof

5 Landlord's Further Obligations

The Landlord agrees with the Tenant:

- 5.1 to insure the Building, the Common Parts and the Landlord's Fixtures and Fittings (but not the personal possessions of the occupants) against such risks as the Landlord shall from time to time decide. In the event of the Premises or Building being wholly or partially damaged by an act against which the Landlord has effected insurance thereby rendering the Premises unfit for habitation the Tenancy shall immediately determine
- 5.2 to give the Tenant possession of the Premises at the Term Commencement Date and not to interfere with the Tenant's right to peacefully occupy the Premises except the Landlord is entitled to access to the Premises where:-
- (a) access is required to inspect the condition of the Premises or the Building; or
 - (b) access is required to carry out repairs alterations improvements or other works to the Premises or the Building or adjoining property; or
 - (c) the Tenant is in breach of the provisions of this Agreement; or
 - (d) a court has given the Landlord possession of the Premises; or

(e) the Tenancy is otherwise determined

6 Tenant's Further Obligations

The Tenant agrees with the Landlord:

- 6.1 to take possession of the Premises at the Term Commencement Date and not to part with possession or share occupation of the Premises or assign or sub-let all or any part of the Premises without the Landlord's prior written consent nor to part with or remove from the Premises any of the Landlord's Fixtures and Fittings.
- 6.2 to use the Premises only for residential purposes and not to carry on any trade profession or business nor to let accommodation or receive paying guests.
- 6.3 not to cause or allow members of the Tenant's household or any lawful visitors invitees or licensees of the Tenant to cause a nuisance or annoyance to neighbours or other tenants of the Landlord either from the Premises or from or in the Common Parts nor to do or suffer to be done in or upon the Premises or the Common Parts anything which is dangerous or may injure or tend to injure the character of the Premises the Building or the Common Parts. The Tenant further agrees that the decision about what is dangerous or injurious or a nuisance or annoyance within the meaning of this clause shall belong solely to the Landlord whose decision will be final and binding.
- 6.4 not to commit or allow members of the Tenant's household or any lawful visitors invitees or licensees of the Tenant to commit any form of harassment on the grounds of race, colour, religion, sex, sexual orientation or disability which may interfere with the peace or comfort of or cause offence to any other tenant member of that Tenant's household visitors or neighbours nor to use or permit the Premises to be used for any illegal, immoral or improper purposes
- 6.5 not to play or allow to be played any radio, television, record, compact disc, tape recording or musical instrument or anything similar so loudly that it causes a nuisance or annoyance to the occupiers of neighbouring or adjoining premises and not to create any other noise or disturbance to the occupiers of neighbouring or adjoining properties between the hours of 11.00pm and 8.00am. The Tenant further agrees that the decision about what is dangerous or injurious or a nuisance or annoyance within the meaning of this clause shall belong solely to the Landlord whose decision will be final and binding.
- 6.6 not to park or allow the parking of any vehicle within the Landlord's property or on any adjoining property in such a way as to cause a nuisance or annoyance to the Landlord or those claiming through it and/or the occupiers of neighbouring or adjoining premises
- 6.7 not to park any vehicle other than a motor car, motor cycle or bicycle within the Landlord's property and then only in areas specifically designated for parking and on a temporary basis only
- 6.8 to report to the Landlord promptly in accordance with the reporting

procedure set out in the Second Schedule hereto any disrepair or defect for which the Landlord is responsible

- 6.9 to allow the Landlord's employees, or those authorised by it, access at all reasonable hours (or immediately at any time in the case of an emergency) to inspect the condition of the Premises and to allow the Landlord or his workmen or those workmen of any supply utilities or services companies to enter onto the Premises to carry out repairs or other works to the Premises, the Building, the Common Parts or any of the Landlord's neighbouring property
- 6.10 not to use or allow the Premises to be used in any way contrary to laws relating to Planning Permission or Building Control
- 6.11 to take reasonable care to keep the Common Parts free from obstruction and fit for use by other occupiers and visitors
- 6.12 not to keep on the Premises any pets (except guide dogs, and then exclusively for use by any Tenant who is for the time being visually impaired and requiring the assistance of a guide dog)
- 6.13 not to store or allow storage of any Liquid Petroleum Gas or any other inflammable or hazardous substance in the Premises the Common Parts or the Building without the prior written consent of the Landlord nor to do or permit any act which would adversely effect or invalidate the Landlord's insurance in respect of the Premises the Building or the Common Parts and to pay the costs of any increased insurance costs that may result from a breach of this provision.
- 6.14 not to install any aerials, masts, satellite dishes or the similar or to cause allow or permit any telecommunications or cable provider to make any connection to or install any apparatus within or for the exclusive benefit of the occupiers of the Premises or the Building without the prior written consent of the Landlord
- 6.15 not to erect or permit to be erected any new building or structure on the Premises or make any alteration or addition whatsoever either internally or externally to the Premises.
- 6.16 not to make any internal alterations without the prior written consent of the Landlord including, but not limited to, the hanging of pictures.
- 6.17 to immediately notify the Landlord of any damage to the Premises, the Building, the Common Parts or any loss or damage to the Landlord's Fixtures and Fittings howsoever caused and to provide such information or assistance as the Landlord or any of the Landlord's Agents or insurers might reasonably require.
- 6.18 to keep the keys to the Premises safe and to pay for the replacement of any lost keys and the supply of any additional keys and for the replacement of any locks on the Premises or the Building and to ensure that locks provided by the Landlord are not changed or supplemented.
- 6.19 to give the Landlord vacant possession and return the keys of the Premises at the end of the Tenancy and to remove all furniture, personal

possessions and rubbish and leave the Premises and the Landlord's Fixtures and Fittings in good lettable condition and repair and in accordance with the provisions of this Agreement.

- 6.20 not to place or exhibit a notice board, sign or other notice whatsoever on any part of the Premises or the Building.
- 6.21 not to hold or allow there to be held any auction on the Premises.
- 6.22 to immediately notify the Landlord of any legal process, notice or matter of a similar kind of which the Tenant is aware which relates or may relate to or effect the Premises, the Building or the Common Parts or their use or enjoyment.
- 6.23 to keep and leave all drains and sanitary ware in the Premises well cleaned and not to discharge any injurious or poisonous matter pollutant or fluid into the drains and to keep all gully, eaves, gutters and downpipes free from obstruction.
- 6.24 to leave the Landlord's Fixtures and Fittings at the expiration or determination of the Tenancy in the rooms and places in which they were at the Term Commencement Date and not at any time to remove the Landlord's Fixtures and Fittings from the Premises.
- 6.25 not to allow the number of occupiers of the Premises to exceed the Maximum Occupancy.
- 6.26 to perform the obligations on the Tenant's part in respect of any obligations detailed in clause 7 below.

7 Provisos and Declarations

- 7.1 If at any time:
 - (a) any part of Rent is in arrears for 31 days after becoming due (whether formally demanded or not); and/or
 - (b) there is any breach non-performance or non-observance of the Tenant's obligations or the provisions of this Agreement; and/or
 - (c) an interim receiver is appointed in respect of the Tenant's property or a bankruptcy order is made in respect of the Tenant or the Tenant makes any arrangement with his creditors or suffers any distress or execution to be levied on his goods
 - (d) the Landlord reasonably believes that the Premises have been abandoned and have not been occupied for 31 days or more with no Rent having been paid in respect of that period
 - (e) the Landlord may determine this Tenancy by giving the Tenant four week's notice in writing to quit and the Landlord may then re-enter the Premises or any part of them and upon such re-entry the Tenancy shall absolutely determine but without prejudice to any

claim which the Landlord may have against the Tenant in respect of any antecedent breach of the Tenant's obligations in this agreement.

7.2 The Tenant agrees that the Landlord shall not be responsible in any way for any loss or damage of any kind whatsoever to any property or possessions of any kind belonging to the Tenant or any member of the Tenant's family invitees or others in the Premises or in their possession and the Tenant further agrees to fully indemnify the Landlord against any claim brought by the Landlord in this respect.

8. Deposit

8.1 The Deposit shall be paid by the Tenant to the Landlord on the Date of Agreement and it is acknowledged by the Tenant that the Deposit is held by the Landlord as security for the Tenant's performance of its obligations and the conditions of this Agreement AND the Tenant further acknowledges and authorises the Landlord to make deductions from the Deposit if:

- (a) any sum is owed or becomes owing to the Landlord by the Tenant and is not paid within five days of the date upon which it is due; or
- (b) on the date that the Tenant vacates the Premises there is a breach of any of the Tenant's obligations or the conditions of this Agreement; or
- (c) the Premises or any of the Landlord's Fixtures and Fittings have been damaged by the Tenant or any member of the Tenant's household or any lawful visitor, invitee or licensee of the Tenant and require repair and/or replacement; or
- (d) the Landlord incurs any cost in repairing or paying for items that are properly the responsibility of the Tenant.

8.2 The balance of the Deposit less any deductions made pursuant to clauses 8.1 above shall be returned to the Tenant either:-

- (a) within 31 calendar days of the termination of the Tenancy; or
- (b) upon completion of any works of repair or restoration by the Landlord to remedy any breach of the Tenant's obligations or the conditions of this Agreement

8.3 If the Landlord becomes entitled to and subsequently offsets any sum owing to it during the Term, the Tenant will immediately repay such sum to the Landlord so that at all times the sum on deposit with the Landlord is a sum equal to the Deposit OR if at the expiration or earlier termination of the Term the Deposit shall not be sufficient to discharge the Tenant's liabilities to the Landlord, then any excess shall be due as an immediate debt due to the Landlord by the Tenant which is payable forthwith upon demand.

9. Miscellaneous

9.1 If a sum payable under this Agreement (whether Rent or otherwise) needs to be apportioned it shall be apportioned on a daily basis assuming a

calendar year of 365 days.

- 9.2 In this Agreement the masculine gender shall include the feminine gender and the neuter gender, the singular number shall include the plural number and vice versa and where there are two or more persons included in the expression "the Landlord" or "the Tenant" covenants expressed to be made by the Landlord or the Tenant shall be deemed to be made by such persons jointly or severally and where the context requires or admits the expression "the Landlord" shall include persons deriving title under him and the expression "the Tenant" shall include his executors administrators and assigns.

IN WITNESS whereof the parties hereto have hereunto set their hands and signed their names the day and year first herein written

Signed on behalf of the Landlord
in the presence of:

Signed by the Tenant in
the presence of:

FIRST SCHEDULE

Landlord's Fixtures and Fittings

SECOND SCHEDULE

Repairs and Maintenance Services

Requests for maintenance during normal working hours are to be made to the Accommodation Reception at Elms Villages, 78 Malone Road, Belfast, BT9 5BW:-

Telephone: 02890 974419, Email e.anisworth@qub.ac.uk.

Minor maintenance matters will have a response time of between 5 to 20 days. The response timescale will be advised when lodging the maintenance request and also if the work would require access to the property.

Non-minor maintenance matters are those matters which require assistance outside normal working hours within a response time of 4 hours. (Normal working hours being defined as 8.00am to 6.00pm Monday to Friday except for public holidays.) ("a Call-Out").

Those matters to be dealt with as a Call-Out include (but are not limited to) the list set out below, however the decision as to whether the Repair and Maintenance Service required is to be treated as a minor maintenance matter or as a Call Out remains with the University. :-

- Sockets not working in the kitchen;
- No lights in Bedrooms;
- Broken window;
- Bad water leak;
- Blocked or leaking toilets;
- Door lock requiring repair;
- Flooring repair;
- Electrical failure;
- Fire alarm activated and won't reset;
- External fire doors not closing.

Should the situation requiring the Call Out be considered an Emergency, this MUST be stressed by the Tenant when reporting the matter and a response will normally be within 1 hour although the University will not be liable for failure to respond within such a time period.

THIRD SCHEDULE

General

1. Your tenancy is not a protected or statutory tenancy within the meaning of the Rent (Northern Ireland) Order 1978. You have the protection of the legal rights described below but other terms and conditions of your tenancy are a matter for agreement between you and your landlord.

Repairs

2. Your landlord is obliged to keep in repair all gas fittings, flues and installations. Your landlord must also provide you with a copy of the record of the required safety checks made in relation to gas appliances or flues, or, in certain circumstances, display prominently in the dwelling-house a copy of that record. Responsibility for other repairs is determined by your tenancy agreement but you can get help from the environmental health department of your local council for some items of disrepair.

Fitness for human habitation

3. A dwelling-house built before 6 November 1956 which is let under a private tenancy commencing after the introduction of the Order and which is not a prescribed dwelling-house and in respect of which there is no current certificate of fitness must be inspected by the district council to ascertain if it is fit for human habitation. Where a dwelling-house does not meet the fitness standard it is subject to rent control and an appropriate rent will be determined by the Rent Officer for Northern Ireland.

Rent Book

4. All private tenants have a legal right to a rent book. Your district council has powers to take legal action where this requirement is not complied with.

Notice to quit

5. 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

6. 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 off services such as water or electricity with the intention of making you leave your home. Your local council has powers to take legal action should any of these occur.

Security of tenure

7. 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.

Rent and rates

8. 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. You may also be entitled to rate relief or rates exemption. For further information contact your local Housing Executive office or the Rates Collection Agency.

Further information

9. If you would like independent advice or information on your rights and obligations you should contact a solicitor, or Housing Rights Service (telephone number (028) 90245640), or Advice NI, (telephone number (028) 90645919) which will be able to give you details of your local independent advice centre, or your local Citizens Advice Bureau (see the telephone directory for details).