

SHORT ASSURED TENANCY AGREEMENT

1. PARTIES

THE LANDLORD IS: Clanrye Properties
("The Landlord")

LANDLORD ADDRESS: 31 Kilmorey Street, Main Office, Newry, Co. Down.
Northern Ireland.

LANDLORD TEL. NO: 028 30251098

LANDLORD EMAIL ADDRESS: clanryeproperties@gmail.com

THE TENANT IS/ARE:

WILLIAM FINNARTY

("The Tenant (s)")

TENANT TEL. NO: _____

EMAIL ADDRESS: _____

Where this is a joint tenancy, the term "Tenant" applies to each of the individuals above and the full responsibilities and rights set out in this Agreement apply to each Tenant who will be jointly and severally liable.

2. SUBJECTS

THE ACCOMMODATION LET IS:

ROOM 5

31 KILMOREY ST

NEWRY BT34 2DF

("The Property address or identified room")

3. COMMENCEMENT & DURATION:

The tenancy will commence on 23.7.15 ("The start Date")

and will end on: MONTH ("The end Date").
TO MONTH CONTRACT.

If the agreement is not brought to an end by either party on the end date, it will continue thereafter on a monthly basis until ended by either party.

4. RENT AND OTHER CHARGES

4.1 The rent is £ 60.00 per calendar ~~month~~/week payable ~~monthly~~/weekly (in advance). The first payment will be paid at date of entry or before and subsequent payments are due and must be paid on or before the same date of each calendar ~~month~~/week thereafter.

4.2 The Landlord may propose to increase the rent after the end date specified at Clause 3 above. Under such circumstances the Tenant will be given a minimum of 1 month's notice in writing of any proposed change before the beginning of the rental period when the change is to start.

5 SERVICES

The following services will be provided

Electricity

Water

The Tenant hereby agrees to pay the service charges as required.

6 DEPOSIT

At the date of entry or before, a deposit of £ 150.00 will be paid by the Tenant to the Landlord or his agents. The Landlord or his agent will issue a receipt for the deposit to the Tenant. No interest shall be paid by the Landlord to the Tenant for the deposit.

6.1 The Landlord will be entitled at the expiry or end of the lease to use the deposit to meet any outstanding sums or accounts due by the Tenant, the cost of repairing or replacing any of the fittings and fixtures which have been broken, damaged or lost and the expense of making good any failure by the Tenant to fulfil any of the other conditions of this lease.

6.2 The deposit or part of the deposit, if any, will be refunded to the Tenant within one calendar month after the end date as per clause 3

7 CONTENTS

The Tenant agrees that the signed Inventory, attached as Schedule 1 to this Agreement is a full and accurate record of the contents of the accommodation at the start of the tenancy. The Tenant has a period of seven days after signing the Inventory to ensure that the Inventory is correct and to tell the Landlord of any discrepancies in writing, after which the Tenant shall be deemed to be fully satisfied with the terms.

- 7.1** The Tenant agrees that these contents were as described in the inventory. The Tenant agrees to replace or repair (or to pay the cost, at the option of the Landlord) any of the contents which are destroyed, damaged, removed or lost during the tenancy, fair wear and tear excepted. The costs involved in making good any damage or cleaning found necessary may be deducted by the Landlord from the deposit under Clause 6

8 LOCAL AUTHORITY TAXES

The Tenant will be responsible for payment of rates and water and sewerage charges, or any local tax which may replace this. The Tenant will advise the local authority of the date of the start of the tenancy and the date of the end of the tenancy.

9 HOUSEHOLD BILLS

The Tenant undertakes to ensure that the accounts for the supply to the accommodation of gas, electricity and telephone are entered in his name with the relevant supplier. The Tenant agrees to pay promptly all sums that become due for these supplies relative to the period of the tenancy.

- 9.1** The Tenant agrees to make the necessary arrangements with the suppliers to settle all accounts for these services on termination of the tenancy. The Tenant agrees not to change supplier without the prior written permission of the Landlord. The Landlord may keep from the deposit any sum the Landlord expends or incurs in settling final accounts for the services at the end of the tenancy.

10 INSURANCE

The Landlord undertakes to pay all premiums for insurance of the building and contents belonging to him. The Landlord will have no liability for any items belonging to the Tenant. The Tenant is responsible for arranging insurance of his own belongings.

11 OCCUPATION AND USE OF THE ACCOMMODATION

11.1 ONLY OR PRINCIPAL HOME

The Tenant agrees to occupy the accommodation as his only or principal home and not to carry on any formal or registered trade business or profession there.

11.2 ABSENCES

The Tenant agrees to tell the Landlord if he is to be absent from the accommodation for any reason for a period of more than fourteen days. The Tenant agrees to take such measures to secure the accommodation prior to such absence as the Landlord may reasonably require and take appropriate measures to prevent frost or flood damage.

11.3 SUBLETTING & LODGERS

The Tenant agrees not to:

- i. assign this tenancy to any other person; or
- ii. sublet the accommodation in whole or in part; or
- iii. take in lodgers or paying guests; or
- iv. allow other persons to share the occupation of the premises, whether or not for payment, without the prior written consent of the Landlord.

11.4 REASONABLE CARE

The Tenant agrees to take reasonable care of the accommodation and any common parts, and in particular agrees to take all reasonable steps to:

- i. keep the accommodation adequately ventilated and heated;
- ii. not bring any hazardous or combustible goods or material into the accommodation;
- iii. not pour any oil, grease, or other damaging materials down the drains or waste pipes;
- iv. prevent water pipes freezing in cold weather;
- v. avoid danger to the accommodation or neighbouring properties by way of fire or flooding;
- vi. ensure the property and its fixtures and fittings are kept clean during the tenancy;
- vii. not interfere with the smoke detectors, heat detectors or the fire alarm system;
- viii. not interfere with door closer mechanisms.

11.5 ALTERATIONS

The Tenant agrees not to make any alteration to the accommodation, its fixtures or fittings, nor to carry out any internal or external decoration without the prior written consent of the Landlord.

Any request for adaptations, auxiliary aids or services must be made in writing to the Landlord. Consent for alterations requested will not reasonably be withheld.

11.6 COMMON PARTS

In the case of flatted property the Tenant agrees, in conjunction with the other proprietors / occupiers, to sweep and clean the common stairway and to co-operate with other proprietors/properties in keeping the garden, back green, back yard or other communal areas clean and tidy.

Where a tenant fails in this responsibility, the Landlord may carry out these responsibilities and recover the costs from the Tenant.

11.7 ROOF

The Tenant is not permitted to access the roof.

11.8 REFUSE

The Tenant agrees to dispose of all rubbish in an appropriate manner and at the appropriate time. Rubbish must not be placed anywhere in the common stair, back garden, back yard or any other area of the property at any time. The Tenant must take reasonable care to ensure that the rubbish is properly bagged and placed in an appropriate rubbish container (Bin or Wheely Bin). If rubbish is normally collected from the street it should not be put out earlier than 7am on the day of collection. Rubbish containers should be returned to their normal storage places as soon as possible after the rubbish has been collected. The Tenant must comply with any local arrangements for the disposal of large items (such as large electrical items). Failure to comply with this clause will be taken very seriously by the Landlord as this is a health and safety hazard. Failure to comply will result in a formal notice being served on the Tenant to clear the hazard. Should such notice not be adhered to the Tenant agrees to allow the Landlord to arrange to clear the hazard and to give access to the property for contractors to clear the hazard at the Tenant's expense. Should any rubbish container be lost, damaged or stolen it is the responsibility of the Tenant to replace the rubbish container at his own expense upon recognition of a missing or damaged rubbish container. Failure to comply will result in a formal notice being served on the Tenant to replace the rubbish container. Should such notice is not adhered to the Landlord reserves the right to access the property and replace the rubbish container at the Tenant's expense for delivery and replacement.

11.9 STORAGE

Nothing belonging to the Tenant or anyone living with the Tenant or the visitors may be left or stored in the common areas if it causes nuisance or annoyance to neighbours.

11.10 DANGEROUS SUBSTANCES

The Tenant must not store keep on or bring into the premises or any store, shed or garage, inflammable liquids or explosive gasses which might reasonably be considered to be a fire hazard or otherwise dangerous to the premises or its occupants or the neighbours or the neighbour's property.

12 RESPECT FOR OTHERS

12.1 The Tenant, those living with him/her, and his/her visitors must not harass or act in an antisocial manner to, or pursue a course of antisocial conduct against any person in the neighbourhood. Such people include residents, visitors, agents and contractors and those in the Tenant's house.

12.2 "Antisocial" means causing or likely to cause alarm, distress, nuisance or annoyance to any person or causing damage to anyone's property. Harassment of a person includes causing the person alarm or distress. Antisocial conduct includes speech.

A course of conduct means antisocial behaviour on at least two occasions.

12.3 In particular, the Tenant, those living with him/her, and his/her visitors must not:

- i. make excessive noise. This includes, but is not limited to, the use of televisions, hi-fis, radios and musical instruments and DIY tools;
- ii. fail to control pets properly or allow them to foul or cause damage to other people's property;
- iii. allow visitors to the Tenant's house to be noisy or disruptive;
- iv. use the Tenant's house or allow it to be used, for illegal or immoral purposes;
- v. vandalise or damage the Landlord's property or any part of the common parts or neighbourhood;
- vi. leave rubbish either in unauthorised places or at inappropriate times;
- vii. allow his/her children to cause nuisance or annoyance to other people by failing to exercise reasonable control over them;
- viii. harass, threaten or assault any other Tenant, member of his/her household, visitors, neighbours, members or employees of the Landlord or any other person or persons in the house, or neighbourhood, for whatever reason. This includes behaviour due to that person's race colour or ethnic origin, nationality, gender, sexuality, disability, age, religion or other belief, or other status;
- ix. use or carry offensive weapons;
- x. use or sell unlawful drugs or sell alcohol;
- xi. store or bring onto the premises any type of firearm or firearm ammunition including any replica or decommissioned firearms.

The particular prohibitions on behaviour listed above do not in any way restrict the general responsibilities of the Tenant.

13. PETS

The Tenant agrees not to keep any animals or pets in the accommodation without the prior written consent of the Landlord. Any such consent will not be unreasonably withheld. Any pet (where permitted) will be kept under supervision and control to ensure that it does not cause deterioration in the accommodation, deterioration in the condition of common areas, nuisance either to neighbours or in the locality of the property.

14. ACCESS

14.1 ROUTINE ACCESS

The Tenant agrees to give the Landlord access to the accommodation for the purpose of carrying out maintenance, repair or inspection, providing that written notice has been given to the Tenant no later than 24 hours beforehand that such access is required.

14.2 EMERGENCY ACCESS

The Tenant agrees to give immediate access to the Landlord in an emergency whether or not notice has been given. The Landlord reserves the right to effect forcible entry to the accommodation should such access not be made available.

14.3 KEYS AND LOCKS

Keys issued to the Tenant are the property of the Landlord and are to be returned to the Landlord upon termination of the tenancy. Any loss or damage of keys or

locks are to be reported to the Landlord in writing. The Tenant hereby agrees to accept responsibility for any loss or damage to keys or locks during the tenancy and agrees to pay a replacement charge of £10 per key and £30 per lock.

15 REPAIRS AND MAINTENANCE

15.1 THE REPAIRING STANDARD

The Landlord must ensure that the accommodation meets the Repairing Standard at the start of the tenancy and at all times during the tenancy. During the tenancy this duty applies only when the Tenant informs the Landlord of work required or the Landlord becomes aware of it in some other way (inspection visit).

15.2 HABITABILITY

The Landlord agrees throughout the period of the tenancy to maintain the accommodation in a wind and watertight condition and in all other respects reasonably fit for human habitation.

15.3 STRUCTURE & EXTERIOR

The Landlord undertakes (together with any other owners of common parts of the building in which the accommodation is situated, if appropriate) to keep in repair the structure and exterior of the accommodation including the following:

- i. drains, gutters and external pipes;
- ii. roof;
- iii. outside walls, doors, windowsills, window catches, sash cords, and window frames;
- iv. internal walls, floors, ceilings, doors, door frames, internal stair cases and landings;
- v. chimneys, chimney stacks, and flues (including sweeping);
- vi. pathways, steps or other means of access;
- vii. plaster work;
- viii boundary walls and fences.

15.4 GAS SAFETY

The Landlord must ensure that there is an annual Gas safety check on all pipework and appliances. The check must be carried out by a Gas Safe Registered installer. The Landlord must keep certificates for at least two years. Tenants must report any defects with gas pipework or gas appliances that they are aware of to the Landlord or letting agent. Tenants are forbidden to use appliances that have been deemed unsafe by a gas contractor.

15.5 LIQUID PETROLEUM GAS (LPG)

The use or storage of LPG is not permitted in the property.

15.6 INSTALLATIONS

The Landlord will keep in repair and in proper working order the installations in the accommodation for the supply of water, gas, electricity, sanitation, space heating and water heating (with the exception of those installed by the Tenant or which the Tenant is entitled to remove) including the following:

- i. basins, sinks, baths, toilets, and showers;
- ii. gas or electric fires and central heating systems;
- iii. electrical wiring;
- iv. door entry systems;
- v. cookers;
- vi. extractor fans.
- vii. smoke alarms

15.7 DEFECTIVE FIXTURES AND FITTINGS

The Landlord will repair or replace any of the fixtures, fittings or furnishings, supplied by the Landlord in the accommodation, which become defective through usual wear and tear; and will do so within a reasonable period of time. Nothing contained in this Agreement makes the Landlord responsible for repairing damage caused wilfully or negligently by the Tenant, anyone living with the Tenant or an invited visitor to the property. Should the Landlord be required to carry out the work, the Tenant must pay the cost of the repair. The Tenant hereby agrees to pay the costs of repair. This paragraph does not apply to damage caused by fair wear and tear or vandals (provided that the Tenant has reported the damage to the Police and to the Landlord as soon as the damage is discovered).

15.8 REPAIR TIMETABLE

The Tenant undertakes to immediately notify the Landlord (or any officer, agent or employee specified by the Landlord for that purpose) of the need for any repair or emergency. The Landlord undertakes to carry out necessary repairs within a reasonable period of time after having been notified of the need to do so.

15.9 PAYMENT FOR REPAIRS

The Tenant will be liable for the cost of repairs where the need for them is attributable to his fault or negligence, that of any person residing with him, or any guest of his. The Landlord may deduct such costs at the termination of the tenancy from the deposit under Clause 6.

16. LEGISLATION

The Landlord undertakes to secure repossession only by lawful means and to comply with all relevant legislation affecting private sector residential tenancies, and, where applicable, all legislation relating to other activities carried on in the premises, such as the provision of care or support, or food preparation.

17. DATA PROTECTION

Landlords and letting agents may share details about the performance of obligations under this agreement by the Landlord and Tenant; past, present and future known addresses of the parties, with each other, with credit and reference providers for referencing purposes and rental decisions; with Utility and Water Companies, local authority Council Tax and Housing Benefit departments, Mortgage lenders, to help prevent dishonesty, for administrative and accounting purposes, or for occasional debt tracing and fraud prevention. Under the Data Protection Act 1998 you are entitled, on payment of a fee which will be no greater than that set by statute, to see a copy of personal information held about you and to have it amended if it is shown to be incorrect.

18. ENDING THE TENANCY

This Short Assured Tenancy may be ended by:-

18.1 The tenancy reaching its end date and the Landlord giving one month's prior written notice that possession of the accommodation is required

18.2 By the Landlord serving on the Tenant a Notice to Quit. The Landlord may serve such notice either:

- i. To terminate the tenancy at its end date
- ii. To terminate the tenancy where the Tenant has broken or not performed any of the obligations under this agreement.

18.3 By the Tenant giving the Landlord one month's notice in writing to terminate the tenancy at its termination date.

19. NOTICE & DECLARATIONS

In signing this Agreement and taking entry to the accommodation, the Tenant:

- i. confirms that he has made full and true disclosure of all information sought by the Landlord in connection with the granting of this tenancy
- ii. confirms that he has not knowingly or carelessly made any false or misleading statements (whether written or oral) which might affect the Landlord's decision to grant the tenancy.

20. INTERPRETATION

Declaring for the purposes of this lease that words importing the masculine gender shall include the feminine; words importing the singular shall include the plural, and where there are two or more persons included in the expression "the Tenant" the obligations and conditions incumbent upon and expressed to be made by "the Tenant", including payment of the rent, shall be held to bind all such persons jointly and severally.	
--	--

Tenant Signature <i>William Finneerty</i>	Witness Signature <i>Patrick Heaney</i>
Tenant Full Name (Block Capitals) WILLIAM FINNEERTY	Witness Full Name (Block Capitals) PATRICK HEANEY
Tenant Address 31, KILMOREY ST	Witness Address 31, KILMOREY ST
Date: Time: 23 rd July 2015	Date: Time: 23/7/2015.

NON SMOKER

NON DRINKER