

□ **South Belfast**
525 Lisburn Road
Belfast
BT9 7GQ
T 02890 668888
E southbelfast@simonbrien.com

□ **East Belfast**
225-227 Upper Newtownards Road
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**TENANCY AGREEMENT AND STATEMENT OF TENANCY TERMS UNDER
ARTICLE 4 OF THE PRIVATE TENANCIES (NI) ORDER 2006**

LETTING AGREEMENT BETWEEN:

The Landlord

**Moira Casey & Alan Spence
C/o Simon Brien Residential,
525 Lisburn Road,
Belfast, BT9 7GQ**

AND

The Tenant

Mr Albert Hutu

Where the tenant consists of more than one person, they will have joint and several liability under this Agreement (This means that they will each be liable for all sums due under this Agreement, not just liable for a proportionate part)

The Property

**11-20 The Arc
2L Queens Road
Belfast
BT3 9FN**

**Landlord Initials /
Landlord Agent**

Tenants Initials

Agreement made on 2nd February 2022 between Moira Casey & Alan Spence (hereinafter called "The Landlord") of the first part, c/o Simon Brien Residential, 525 Lisburn Road, Belfast, BT9 7GQ and Mr Albert Hutu (hereinafter collectively called "The Tenant" on the other part: whereby it is agreed as follows:

1. The Landlord shall let and the Tenant shall take the house and premises together with the fixtures and fittings therein and thereon (hereinafter referred to as "the Premises") known as 11-20 The Arc, 2L Queens Road, Belfast, BT3 9FN together with the furniture, and effects therein for a minimum term of 18 Months from 02/02/2022 and thereafter from month to month unless and until determined by not less than one calendar months' notice in writing by either party given to the other and expiring at the end of the said term or the last day of any subsequent month (otherwise known as the notice to quit period).
2. The rent shall be at a rate of £825 per month, payable in advance by Standing Order on the 1st day of each month, with the first payment to be made on the signing of this agreement.
3. a) Prior to the commencement of the lease and before receiving the keys to the premises the Tenant agrees to the following:
 - i) To pay the Landlord's agent a sum equivalent to **£1650** as a deposit to be held against any failure by the Tenant to comply with the terms and conditions of this Agreement. Any holding fee that has been be paid by the Tenant prior to the commencement of the lease will treated as the Security Deposit upon execution of this agreement.
 - ii) No interest on the deposit will be paid to the Tenant(s) in respect of the Deposit
 - iii) The Deposit will be held by the Landlord's agent and will be protected in a relevant Tenancy Deposit Insurance Scheme pursuant to the Tenancy Deposit Schemes Regulations (Northern Ireland) 2012 Order.
 - iv) The Schemes contact details are; TDS Northern Ireland, PO Box 2105, Belfast, BT1 9RD
 - v) The deposit will be protected by the TDS Northern Ireland Insurance Based scheme in accordance with their scheme rules which can be found at www.tdsnorthenireland.com
 - vi) The deposit will be held as security for any breach of the Tenancy Agreement by the Tenant, and may be used for;
 1. Any damage, or compensation for damage, to the premises its fixtures and fittings or for missing items for which the tenant may be liable, subject to an allowance for fair wear and tear, the age and condition of each and any such item at the commencement of the Tenancy.
 2. The reasonable costs incurred in compensating the landlord for, or for rectifying or remedying any major breach by the Tenant of the Tenant's obligations under the Tenancy Agreement, including those relating to the cleaning of the premises, its fixtures and fittings.
 3. Any unpaid amounts for utilities or water charges or environmental services or other similar services incurred at the property for which the tenant is liable.
 4. Unpaid Agents fees in accordance with the charges set out in this Tenancy Agreement.
 5. Any rent or other money due or payable by the Tenant under the Tenancy Agreement and which remains unpaid after the end of the Tenancy
 - viii) As soon as is practicable at the end of the Tenancy the deposit holder should inform the Tenant whether any deductions from the deposit are proposed.
 - ix) ix) If there is no dispute between the parties the deposit will be allocated according to the deductions agreed.
 - x) x) If agreement cannot be reached, the Lead Tenant can refer the matter to the relevant Tenancy Deposit Scheme for adjudication. If a portion of the deposit is undisputed then this amount should be released by the deposit holders as agreed, within 7 working days.
- b) To provide employers' references to the satisfaction of the Landlord.
- c) To provide previous landlord references to the satisfaction of the landlord where applicable.
- d) To declare any adverse Credit History.

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4. The Tenant hereby agrees with The Landlord and his/her agent as follows:
- a) At all times the onus is on the tenant(s) to ensure that their rent has been discharged as it falls due. Full rent is payable throughout the complete term of the tenancy to the landlord/agent unless otherwise confirmed by the landlord/agent in writing.
 - b) Not to make any alterations in or addition to the premises without prior consent of the landlord or the landlord's agent.
 - c) To take good care of the premises, furniture and effects.
 - i) Furthermore should the premises be in an unclean, untidy or unkempt state at any time during the tenancy, then the landlords agent shall have the authority to enter the premises for the purpose of inspection, and after photographing the state of the premises, shall advise the tenants by way of letter (enclosing such photographs) to the premises that should the premises not be completely cleaned and tidied, and any damage attended to within 5 days of the date of such letter, then the landlord shall be entitled to clean/clear the property and repair the damage at the tenants expense. The landlord shall then have the option of forwarding the invoice in respect of such works either directly to the tenants or their guarantors for payment, and should such payment not be made within 5 further days, to then deduct the cost of such invoice from the tenants deposit in lieu of damages.
 - d) Not to assign, underlet/sublet or part with possession of the premises or of any of the furniture and effects or any part thereof or any item or make any alteration to the structure without prior consent in writing of The Landlord and not to carry on any profession, trade or business in the premises nor let apartments or receive paying guests therein nor to place or exhibit any notice board or notice whatsoever on any portion thereof nor to use the premises or any part thereof for any purpose other than residential purpose for one family only and will not use or permit the premises to be used for any illegal, immoral or improper purpose nor have any boarder, lodger or person of unsound mind lodge therein or permit persons of a character objected to by the Landlord to reside therein or resort thereto, or hold or allow to be held any Auction of Furniture or other goods therein.
 - e) To permit the Landlord or the Letting or other Agents by appointment at any reasonable time in the daytime to enter to view the state and condition of the premises, furniture, and effects and also to permit the Landlord or his/her Letting Agents or workmen or those of the Water, Telephone, Gas or Electric Companies at any time or times during the said term at reasonable hours in the daytime to enter upon the premises for the purpose of executing repairs or alterations. Should any tenants rental account be more than one month in arrears at any time then the landlord or his/her landlord's agent shall have the absolute right to enter onto the premises without any prior notice, written or otherwise to inspect the premises and ensure they are secured and have not been abandoned by the tenants. Regular maintenance is required to all gas boilers and the tenant must facilitate entry for this purpose.
 - f) i) To keep the premises together with all fixtures and fittings (including glass) in good repair and condition (reasonable wear and tear and damage caused by aircraft, accidental fire, storm or flood or burst water pipes excepted) and in the event of any failure to do so without delay pay to the Landlord the cost (or if appropriate the estimated cost) or repair and/or reinstatement and/or replacement and not to remove or permit to be removed any furniture or effects from the property.
 - g) The tenant agrees that the landlord's agent may provide the tenants name, address and other contact details to third parties including, but not limited to, referencing company's utility providers, and the local authority provider.
 - h) To pay without any delay to the Landlord or the agent the cost (or if appropriate the estimated cost) of repairing, reinstating or replacing any effect or item of furniture which shall have become broken, lost, damaged or destroyed as a result of the tenancy provided that the Tenant shall not be responsible for damage or loss caused by reasonable wear and tear or by aircraft, accidental fire, storm, or flood, or burst water pipes.
 - i) To insure his own possessions as the Landlord assumes no duty of care in respect of such personal possessions.

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Tenants Initials

- j) To leave the furniture and effects at the expiration or determination of the tenancy in the rooms or places in which they were at the commencement of the tenancy and not at any time remove from the premises any of the fixtures, fittings or effects.
- k) The tenants agree to thoroughly cleanse and clear the kitchen cupboards, all work surfaces, the cooker, oven, grill pan, freezer, shower, WC and wash hand basins in addition to clearing the premises of all tenants goods and rubbish, and wiping down all skirting boards, architraves, window sills, panes, bedroom furniture and all handrails, spindles, paintwork or stained surfaces associated with the staircase, which should all be thoroughly wiped down and free from dust.
- l) To pay all charges for electric current or gas consumed on the premises or supplied to it such charges being when necessary subsequently apportioned in respect of the electricity supplied partly during and partly before or after the tenancy.
 - i) To pay for all telephone calls made during the tenancy and all rent in respect of the telephone during the tenancy any rent for a period partly during and partly before or after the tenancy being when necessary subsequently apportioned.
 - ii) At the end of this tenancy the tenant must telephone the final electricity and gas readings through to the relevant supplier and ensure that the supply remains on for the incoming tenant, and that receipted utility accounts are made available for inspection by the landlords agents if so demanded prior to the return of the tenants deposit in lieu of damages.
- M) Tenant(s) hereby acknowledge that they have been (or will within one month be) supplied with an inventory and condition report, in duplicate, of the furnishings in the property with the particulars of the condition of the premises as to the decoration, etc., and that they are required to sign and return one copy within 4 days of receiving same to the agents with their observations, (if any) and that should they not do they agree to be bound by the copy of such inventory and condition report signed by them within one month of collecting the key to the premises. In the event that the tenant fail to call upon reasonable demand to the agents office to sign and collect their copies of the inventory and condition report, then the landlord or his/her agent shall deliver/post copies to the premises, and should a copy still not be amended and returned within 7 days, then the landlord shall deem the delivered/posted copy to be a true and accurate record of the furniture and effects therein and shall be entitled to use same to check off the premises at the end of the tenancy.
- N) To pay all rates and or taxes from time to time payable in respect of the tenant's occupation of the premises unless otherwise agreed in paragraph 6
- O) To allow notices "To Let" or "For Sale" to be put up in front windows or such other conspicuous parts of the premises as the Landlord may elect during the time the Notice to Quit is running, and the Tenant by appointment shall grant free admittance for the purpose of inspection to any person or persons desirous of renting or buying the premises on any day at a reasonable time and should the Tenant not allow such notices to be put up on the premises or not grant permission to inspect them then the Notice to Quit shall at the discretion of the Landlord be null and void.

THE TENANT FURTHER AGREES:

- a) To admit the right of the Landlord's Letting Agent to sign on behalf of the Landlord(s) Notices to Quit or other documents connected with the Agreement.
- b) Not to do or suffer to be done on the premises any act or thing which may be or grow to be a nuisance or annoyance (whether amounting to a nuisance or not) to the neighbourhood or to the Landlord or do or suffer to be done in or upon the premises anything which is dangerous or may injure or tend to injure the character of the building as a private dwelling. 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 shall be final and binding.

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- c) Not to store any hazardous or inflammable liquid or substances on the premises nor do or permit any act which would adversely affect or invalidate the Landlord's insurance in respect of the premises.
- d) i) To immediately notify the Landlord or his/her Letting Agents of any loss or damage to the premises, fixtures, fittings, furniture or effects howsoever caused and to provide such information, documents or assistance as the Landlord or any of his/her Agents, Letting Agents or Insurers may reasonably require.
ii) To immediately notify the Landlord or his/her Letting Agents of any legal process or matter of a similar kind of which the Tenant is aware which relates or may relate to or affect the premises or this tenancy.
- e) i) Not to keep on the premises any animals, birds or pets.
ii) The tenant(s) agrees not to keep on the premises any animals or birds at any time, and should the landlord find that a cat, dog or other animal has been in the property without prior consent of the landlord/agent then the landlord shall be entitled to replace the lounge carpet and suite of furniture as well as cleaning/treating all the other carpets and soft furnishings in the property and undertaking whatever other work they deem necessary, and that the total cost of these replacements or repairs shall be deducted from the tenants deposit in lieu of damages.
- f) To maintain the gardens, hedges, front forecourt, rear yard, fire escape, pathways and paved areas in a satisfactory and trim condition free from all obstructions and rubbish.
- g) To leave the same amount of oil in the tank as there was at the beginning of the tenancy.
- h) i) To pay all Television licensing costs.
ii) Not to install satellite or cable television without prior consent of the landlord or his/hers agent.
- i) To pay all water charges used against the property.
- j) To pay at the expiration or determination of the Tenancy the costs of any necessary cleaning of the premises including loose covers, carpets and curtains which have been soiled by the Tenant or during the tenancy or a fair proportion thereof according to the condition of the said articles at the commencement of the tenancy, normal wear and tear excluded.
- k) The tenant(s) also agree not to interfere with any fire safety equipment such as any fire alarm panels, call points, fire blankets or fire extinguishers which are installed for the safety of all tenants within the property, and in the event of the landlord becomes aware of any misuse of fire safety equipment by any of the tenants or by any third person associated with the tenants or in any way connected with the premises, then the landlord shall be entitled to instruct the appropriate contractor without further reference to the tenant to service/replace such fire safety equipment at a minimum charge of £35 and to recover such charge as if it were arrears of rent.
- l) The tenant(s) shall be liable for a charge of at least £35 for unnecessary or nuisance call outs to their property. The right to determine what shall constitute an "unnecessary call out" or "nuisance call out" to the property shall belong to the landlord or agent whose decision shall be final and binding and would include such call outs as resetting the fire alarm system, resetting the intruder alarm system, replacing fuses, resetting tripped mains switches, investigating complaints about excessive noise, opening a locked door, bleeding an oil or gas boiler that has previously run out of oil or gas, or any call out to a gas boiler due to the tenant(s) not operating the meter or thermostat correctly etc. The tenant(s) accepts that the landlords heating contractor shall not call out to the premises, unless the tenant(s) have at least £20 of credit or 25 units of gas credit on the gas meter.
- m) Not to leave the property vacant for more than 20 consecutive days and to properly secure all locks and bolts to the doors windows and other openings when leaving the property unattended.
- n) To replace broken glass in doors, windows and other openings damaged during the Tenancy.

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- o) Not to replace any locks on any doors or windows in or about the property or have any additional keys made for any locks without the prior consent of the Landlord and to provide the Landlord with a key for any additional or replacement lock and on termination of the Tenancy to deliver up all keys.
 - p) Within 7 days of receipt of all correspondence addressed to the Landlord or the owner of the property and any notice order or proposal relating to the Property (or any building of which the property form part) given made or issued under or by virtue of any statute regulation order direction or bye-law by any competent authority, to send same on to the Landlord.
 - q) To pay all fees expenses and costs (including Solicitor's Counsel's and surveyor's fees) incurred by the Landlord in preparing and serving a notice or schedule on the Tenant of any breach of any covenants on the part of the Tenant herein contained;
 - r) To notify the Landlord promptly after any event which causes damage to the Property or which may give rise to a claim under the insurance of the Property;
 - s) Not to alter or install and
 - i) not to glue, stick or otherwise affix anything whatsoever to the exterior or interior of the Property without the Landlord's consent;
 - ii) to take all reasonable precautions to prevent damage by frost;
 - t) The tenant(s) agrees that smoking in the property is not permitted at any time.
5. It is Agreed by the parties hereto that:
- a) This agreement shall be binding on the heirs, executors, administrators or assigns of the respective parties thereto.
 - b) If at any time during the term mentioned in Clause 1 hereof or during the continuance of this tenancy the rent shall not be punctually paid by the Tenant on the days herein before mentioned, or if any of the agreements, stipulations or conditions of the part of the Tenant herein contained shall not be from time to time duly performed and observed then it shall be lawful for the Landlord at any time to determine the Tenancy and this Agreement by giving to the Tenant 28 days' Notice to Quit and to re-enter upon the premises and immediately thereupon this Tenancy shall absolutely determine, but otherwise without prejudice to any rights and remedies of the Landlord.
 - c) If the Landlord is unable to give possession of the premises he/she shall not be liable for any damage or loss whatsoever that may be sustained by the Tenant.
 - d) 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 his family or in their possession and the Tenant further agrees to fully indemnify the Landlord in this respect.
 - e) It is agreed between the parties hereto that this agreement shall remain in the custody of the agents.
 - f) It is hereby agreed and declared that should anything mechanical including the oil or Phoenix Natural Gas central heating boiler (if applicable) in these premises stop working during the period of this tenancy or any extension thereof, then the landlords contractors shall provide a report on same and should the problem have been due in its entirety to the tenants carelessness or negligence then the landlord shall be entitled to repair the fault and deduct the reasonable cost of same including any call out charge levied by the contractor from the tenant(s) deposit in lieu of damages. The right to determine whether the fault has been due to the tenant's carelessness or negligence shall belong to the landlord or his/her agents whose decision shall be final and binding, however any determination in this respect must be in accordance with Natural Justice.

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- g) Should any damage be occasioned by third parties not associated with the tenants, then the tenants shall be required to report such damage to the PSNI within 24 hours of the tenants knowledge of the damage and obtain a crime reference number before the landlords agents can repair/attend to same, and should no PSNI crime reference number be reported to the landlord his/her agent or servant within 24 hours of the tenants knowledge of the damage then the tenant(s) will be liable for the cost of the repairs and if necessary the replacement of fixtures and fittings.
- h) It will be at the sole discretion of the Landlord whether a tenant is to be permitted to be released from this fixed term tenancy. If the Landlord is so agreeable then the Tenant shall only be released in the following circumstances:-
- A) The Tenant remains liable to pay all rent, to observe the covenants and conditions herein until a suitable replacement Tenant and Guarantor acceptable to the Landlord is found and
- B) The Tenant is liable to pay for advertising fees incurred by the Landlord's agent and to pay the Landlord's letting fee of one month's rent plus vat.

Should the tenant require any changes to the lease, during the tenancy, these will be subject to agreement by the landlord and agent, and the tenant will incur administration charges for the changes.

- a) i) The landlord's agents will undertake to check off the condition of the premises within 14 days of the termination date of the lease
 ii) Upon vacation of the property all internal doors must be left open and unlocked with the keys remaining in the appropriate doors. As should any internal doors with independent locks be left locked, or without keys, then the cost of opening such independently locked doors or replacing such independent locks and or keys shall be deducted from the tenants deposit in lieu of damages. Should however a master suite system have been installed within the flat or building of which the flat forms part, and the keys be lost during the term/not be returned on the final day of the tenancy, then these costs shall be increased to reflect the fact that the entire suited locking system (with landlord keys in the flat and/or the building where necessary) shall require replacement without further reference to the tenant. The tenant also agrees to pay for any reasonable charges incurred in securing the property against re-entry where keys are not returned on time. Any tenants belongings remaining in the premises after the check-out inspection on the termination date of the tenancy, shall be treated as abandoned by the tenant(s) and shall be disposed of at the tenant(s) expense immediately.
- b) The tenant(s) have a duty to keep the rooms free from mould caused by excess condensation, which arises where there is a lack of heat and ventilation, especially on exterior walls, around windows and at low levels where air and heat cannot circulate freely. Should mould occur and the cause of this mould be identified as condensation by an independent Statutory Authority such as the Environmental Health Department within the local council, then the landlord shall be entitled to wash down same fungicidal wash and redecorate the wall in question and deduct from the tenants deposit in lieu of damages, the amount of the contractors invoice where it has been identified that the mould has occurred due to a lack of inaction on the tenants behalf (such as heating and ventilating properly and regularly) or due to the tenant introducing excess moisture into the room by drying clothes on radiators or by switching off extraction units or closing over trickle vents.
6. The Landlord hereby agrees with the Tenant as follows:
- a) That the Tenant paying the rent and performing the agreements by the Tenant herein contained may quietly possess and enjoy the premises during the tenancy.
- b) To insure and keep insured the premises, fixtures and fittings, furniture and effects against loss or damage by aircraft, accidental fire, storm, flood, act of God and bursting of water pipes and in the event of the premises being wholly or partially damaged by aircraft, accidental fire, storm, flood, act of God or bursting of water pipes so as to destroy or damage the premises or any part thereof thereby rendering the premises unfit for habitation the tenancy shall be immediately determined but if the Landlord (at his/her sole discretion) agrees to reinstate the premises to the same Order and condition as before the occurrence the rent herein reserved, or a fair and just proportion thereof shall be suspended and cease to be payable until the premises have been restored.

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- c) To provide the Tenant with a Rent Book containing Particulars and information relating to the Tenancy within 28 days of the commencement of the Tenancy
- d) To repair and maintain the heating and plumbing and drainage systems.
- e) To pay and indemnify the Tenant against all taxes, local authority rates assessments, water chargers and outgoings in respect to the premises (except the supply of gas, oil, electric, light and power or telephone charges which are to be paid by the Tenant as herein before provided).

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Landlord Agent

Tenants Initials



Signed sealed and delivered by the said
LANDLORD/LANDLORD'S AGENT -
in the presence of:

Landlord
Signature

Date

K Turner

26 Jan 2022

Karen Turner (Jan 26, 2022, 9:00am)

Print Name: Karen Turner

Signed sealed and delivered by the said
TENANT -
in the presence of:

Tenant
Signature

Date

[Handwritten Signature]

26 Jan 2022

Albert Hutu (Jan 26, 2022, 8:56am)

Print Name: ALBERT HUTU

Landlord Initials /
Landlord Agent

Tenants Initials

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525 Lisburn Road
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E holywood@simonbrien.com

Newtownards
17 High Street
Newtownards
BT23 4XS
T 02891 800700
E newtownards@simonbrien.com



SCHEDULE 5
Notice as required under the provisions of
The Private Tenancies (NI) Order 2006

Private Tenancies (NI) Order 2006
Statement of Tenancy Terms & Rent Book (Rent Book Regulations (NI) 2007)

RENT BOOK REGULATIONS

Address of Premises:

11-20 The Arc, 2L Queens Road, Belfast, BT3 9FN

Name of the Tenant:

Mr Albert Hutu

Name, Address and Telephone Number of the Landlord:

Name

Moira Casey & Alan Spence

Address

C/o Simon Brien Residential, 525 Lisburn Road, Belfast, BT9 7GQ

Tel. No

Name, Address and Telephone Number of The Landlord's Agent (if any)

Name

Simon Brien Residential

Address

525 Lisburn Road

Belfast, BT9 7GQ

Tel. No

028 9066 8888

Description of Services Provided By Agent

Simon Brien Residential is a management / letting agent and in the case of any problems arising throughout the tenancy term, I should contact my landlord on the telephone number supplied to me.

Term of Tenancy

18 Months

Commencement Date

02/02/2022 until 12 noon on the 01/08/2023

Notice Period

One month after the expiry of the initial term

The Rent payable and the period covered by each payment

Amount of Rent Payable

£ 825.00

Period covered by each payment:

Monthly

Fortnightly

Weekly

Other _____

Terms Regarding Deposit:

We have taken £1650.00 as deposit from you to be held by the Landlord. This deposit will be returned in accordance with Clause 3 of this Tenancy Agreement. The tenant is reminded that the property must be left in the same condition in which it was originally let. Clean and tidy with all rubbish removed, and all utility bills settled with the appropriate provider.

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The Capital Value of the Dwelling:

£ 105,000

The amount of rates payable by the tenant, in addition to rent, and the period covered by each payment:

Amount of Rates Payable N/A

Period Covered By Each Payment:Monthly Fortnightly Weekly

Other _____

The amount and description of any other payment which the tenant is required to make in addition to rent and rates (for example, in respect of heating)

Amount £ _____

Other Payments _____

Utilities _____

Please Note:**You should request a full inventory of furnishings left in the property from your landlord.****RENT PAYMENT**

Rent £ 825.00

Per Month

Date Due	Amount Due	Date Paid	Amount Received	Account Balance	By Whom
02/02/2022	£797.88				
01/03/2022	£825.00				
01/04/2022	£825.00				
01/05/2022	£825.00				
01/06/2022	£825.00				
01/07/2022	£825.00				
01/08/2022	£825.00				
01/09/2022	£825.00				
01/10/2022	£825.00				
01/11/2022	£825.00				
01/12/2022	£825.00				
01/01/2023	£825.00				
01/02/2023	£825.00				
01/03/2023	£825.00				
01/04/2023	£825.00				
01/05/2023	£825.00				
01/06/2023	£825.00				
01/07/2023	£825.00				
01/08/2023	£27.12				

Legal Rights of All Private Tenants**Rent Book**

You have a legal right to a rent book, which must be provided by the landlord free of charge. Your district council has powers to take legal action where this requirement is not complied with.

Notice to Quit

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

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

Security of Tenure

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.

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Help With Payment of Rent and Rates

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. For further information contact your local Housing Executive office.

Uncontrolled Tenancies

General

You have the protection of the legal rights described in this rent book but other terms and conditions of your tenancy are a matter of agreement between you and your landlord with the exception of repairs and maintenance of gas and electrical appliances and furniture safety which are the responsibility of your landlord.

For Tenancies Starting On or After 01 April 2007 There Are Additional Rights

Statement of Tenancy Terms

Your landlord by law must provide you with a Statement of Tenancy Terms www.nihe.gov.uk free of charge, within 28 days of the start of the tenancy.

Repairs

You and your landlord can agree the responsibility to repair, with the exception of gas and electrical appliances and furniture safety which are the responsibility of your landlord. Where the Statement of Tenancy Terms is not clear as to who has responsibility for repairs the law will impose 'default terms' for landlord and tenant repair responsibilities. You may be able to get some help from your local district council for some items of disrepair.

Tenancies for a Term Certain

If you do not have a tenancy agreement or the tenancy agreement does not state when the tenancy will end, under the law you have a right to a tenancy that will run for six months initially and after this period it will become a periodic tenancy (e.g. month to month).

Further Advice

If you would like advice or assistance with any problems you are having in relation to your tenancy contact either Housing Rights Service www.housingadviceNI.org telephone (028) 90245640, or Advice NI www.adviceni.net who will give you details of your local advice centre, telephone (028) 90645919, or Citizens Advice Bureau (see phone book for details). You can also contact a solicitor. Help with all or part of the costs of legal advice may be available under the Legal Aid scheme.

Landlord Repairing Responsibilities

The structure and exterior of the property, including exterior paintwork, drains, gutters and external pipes the interior of the property other than matters covered under tenant responsibilities (see below).

Any installations for the supply and use of water, gas, electricity and sanitation (including baths, sinks, wash-hand basins and toilets).

Any appliances provided by the landlord under the tenancy for making use of the supply of water, gas and electricity.

Any installations for space heating and water heating.

Any fixtures, fittings and furnishings provided by the landlord under the terms of the tenancy.

Keeping in good repair any common areas or areas required for access

Keeping any area required for access adequately lit and safe to use

Tenant Repairing Responsibilities

Generally taking proper care of the property as a good tenant.

Making good any damage to the property caused by the behaviour or negligence of the tenant, members of his/her household or any other person lawfully visiting or living in the property.

Keeping the interior of the property in reasonable decorative order.

Not carrying out alterations to the property without the landlord's permission.

Note: Responsibility for other repairs depends on what the landlord and tenant agree themselves.

Please find listed below the telephone numbers to enable you to transfer utilities into your own name.

□ Northern Ireland Electricity	08457 455 455
□ BT	0800 800 150
□ Virgin Media	0800 052 2000
□ Phoenix Gas	08454 555 555
□ Calor Gas	02890 455 588
□ Rates Office	02891513101

Please Note:

Failure to transfer utilities is a breach of your tenancy agreement and may result in notice being given.

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PRIVACY NOTICE

Welcome to the Simon Brien Residential LLP ("Simon Brien Residential") privacy policy.

This privacy policy is for tenants who have taken a lease of a property through Simon Brien Residential and any guarantors of those leases.

Simon Brien Residential respects your privacy and is committed to protecting your personal data. This privacy policy will inform you as to how we look after your personal data and tell you about your privacy rights and how the law protects you.

Please also use the Glossary to understand the meaning of some of the terms used in this privacy policy.

1. IMPORTANT INFORMATION AND WHO WE ARE

PURPOSE OF THIS PRIVACY POLICY

This privacy policy aims to give you information on how Simon Brien Residential collects and processes your personal data when you are a tenant or guarantor with us. It is important that you read this privacy policy together with any other privacy policy or fair processing policy we may provide on specific occasions when we are collecting or processing personal data about you so that you are fully aware of how and why we are using your data. This privacy policy supplements other notices and privacy policies and is not intended to override them.

CONTROLLER

Simon Brien Residential is the controller and responsible for your personal data (collectively referred to as "Simon Brien Residential", "we", "us" or "our" in this privacy policy).

We have appointed a data privacy manager who is responsible for overseeing questions in relation to this privacy policy.

If you have any questions about this privacy policy, including any requests to exercise your legal rights, please contact the data privacy manager using the details set out below.

CHANGES TO THE PRIVACY POLICY AND YOUR DUTY TO INFORM US OF CHANGES

We keep our privacy policy under regular review. This version was last updated on 23rd November 2018.

It is important that the personal data we hold about you is accurate and current. Please keep us informed if your personal data changes during your relationship with us.

2. THE DATA WE COLLECT ABOUT YOU

Personal data, or personal information, means any information about an individual from which that person can be identified. It does not include data where the identity has been removed (anonymous data).

We may collect, use, store and transfer different kinds of personal data about you which we have grouped together as follows:

- "Identity Data" includes first name, last name or similar identifier, national insurance number, passport number, nationality, date of birth, photograph, marital status, information about any dependents you may have, next of kin, and any other information included in the photographic ID that you provide to us.
- "Contact Data" includes current and previous addresses, telephone numbers, proof of residency (utility bill, bank statement, valid tenancy agreement etc.) together with details of correspondence you send to us.
- "Financial Data" includes bank details and payment information (including card payment details and direct debit/standing order information), employment status, income, payslips, payroll, service or pension number, details of your pension and drawings (if applicable), rent payments, and any information provided to us by a financial referee or credit check that we carry out.
- "Criminal Convictions and Offences and Court Orders" includes any county court judgments, court decrees, bankruptcy, administration orders, Individuals Voluntary Arrangement or any other court order that may affect your tenancy/guarantee.

We do not collect any "Special Categories of Personal Data" about you (this includes details about your race or ethnicity, religious or philosophical beliefs, sex life, sexual orientation, political opinions, trade union membership, information about your health, and genetic and biometric data).

IF YOU FAIL TO PROVIDE PERSONAL DATA

Where we need to collect personal data by law, or under the terms of a contract we have with you, and you fail to provide that data when requested, we may not be able to perform the contract we have or are trying to enter into with you (for example, we may not be able to let the property to you). In this case, we may have to cancel a service you have with us but we will notify you if this is the case at the time.

3. HOW IS YOUR PERSONAL DATA COLLECTED?

We use different methods to collect data from and about you including through direct interactions when you may give us your Identity Data, Financial Data and Contact Data by filling in forms or by corresponding with us by post, phone, email or otherwise. This includes personal data you provide when you apply for our services.

4. HOW WE USE YOUR PERSONAL DATA

We will only use your personal data when the law allows us to. Most commonly, we will use your personal data in the following circumstances:

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- Where we need to perform the contract we are about to enter into or have entered into with you.
- Where it is necessary for our legitimate interests (or those of a third party) and your interests and fundamental rights do not override those interests.
- Where we need to comply with a legal obligation.

Please see the Glossary below to find out more about the types of lawful basis that we will rely on to process your personal data.

We may use your personal information to send you updates (by email, text message, telephone or post) about our services, including offers, promotions or new services that may be of interest to you.

We have a legitimate interest in processing your personal information for promotional purposes. This means we do not usually need your consent to send you promotional communications. However, where consent is needed, we will ask for this consent separately and clearly.

PURPOSES FOR WHICH WE WILL USE YOUR PERSONAL DATA

We have set out below, in a table format, a description of all the ways we plan to use your personal data, and which of the legal bases we rely on to do so. We have also identified what our legitimate interests are where appropriate.

Note that we may process your personal data for more than one lawful ground depending on the specific purpose for which we are using your data. Please contact us if you need details about the specific legal ground we are relying on to process your personal data where more than one ground has been set out in the table below.

Purpose/Activity	Type of data	Lawful basis for processing including basis of legitimate interest
If you are a tenant, to facilitate the letting process from application to you signing the lease and during your tenancy.	(a) Identity (b) Contact (c) Financial (d) Criminal Convictions and Offences and Court Orders	Performance of our contract with you.
If you are a guarantor, to facilitate the letting process from application to the tenant signing the lease.	(a) Identity (b) Contact (c) Financial (d) Criminal Convictions and Offences and Court Orders	Necessary for our legitimate interests (to ensure that in the event the tenant is unable to pay rent that you are able to guarantee those payments).
To carry out a credit check.	(a) Identity (b) Contact (c) Financial (d) Criminal Convictions and Offences and Court Orders	Necessary for our legitimate interests to : (i) if you are the tenant, that you are able to meet the rent payments; (ii) if you are a guarantor, that in the event the tenant is unable to pay rent that you are able to guarantee those payments.
To liaise with the landlord, guarantors and tenant (as applicable) regarding the letting and management of the property.	(a) Identity (b) Contact (c) Financial	Performance of our contract with you.
To liaise with the statutory bodies (including the Land and Property Services), insurance companies and utility companies regarding the letting and management of the property.	(a) Identity (b) Contact (c) Financial	Performance of our contract with you and to comply with a legal obligation.
To engage third parties to carry out repair and maintenance works on the property (if applicable).	(a) Identity (b) Contact	Performance of our contract with you.
To arrange payments to the landlord or Simon Brien Residential as agents, including setting up a standing order and/or direct debit with you as a tenant or guarantor (as applicable).		
To participate in the tenancy deposit scheme	(a) Identity (b) Contact (c) Financial	Performance of our contract with you and to comply with a legal obligation.
To comply with Anti-Money Laundering Regulations	(a) Identity (b) Contact (c) Financial	To comply with a legal obligation.

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<p>To manage our relationship with you which will include: (i) Correspond with you about the services which we are providing or which you are providing to us, including keeping you up to date on the services transaction; and (ii) Notifying you about changes to our terms or privacy policy;</p>	<p>(a) Identity (b) Contact (c) Financial</p>	<p>(i) Performance of a contract with you (ii) Necessary to comply with a legal obligation, and to comply with the terms of a contract we have with you</p>
<p>To provide direct marketing services to you</p>	<p>(a) Identity (b) Contact</p>	<p>Necessary for our legitimate interests (to keep our records updated and to study how customers or suppliers use our services)</p>

CHANGE OF PURPOSE

We will only use your personal data for the purposes for which we collected it, unless we reasonably consider that we need to use it for another reason and that reason is compatible with the original purpose. If you wish to get an explanation as to how the processing for the new purpose is compatible with the original purpose, please contact our data privacy manager.

If we need to use your personal data for an unrelated purpose, we will notify you and we will explain the legal basis which allows us to do so.

Please note that we may process your personal data without your knowledge or consent, in compliance with the above rules, where this is required or permitted by law.

5. DISCLOSURES OF YOUR PERSONAL DATA

We may share your personal data with the parties set out below for the purposes set out in the table above.

- The landlord of the property, guarantors of the lease or the tenants of the property (each as applicable)
- Third parties that we engage in the letting/management process including, property surveyors and repair and maintenance contractors
- Third party companies that we engage to carry out credit checks on you
- Professional advisers acting as processors or joint controllers including lawyers, bankers, accountants, auditors and insurers who provide consultancy, banking, legal, insurance and accounting services.
- HM Revenue & Customs, regulators, statutory bodies, tenancy deposit scheme providers, insurance companies, utilities companies and other authorities acting as processors or joint controllers based in the United Kingdom who require reporting of processing activities in certain circumstances.

We require all third parties to respect the security of your personal data and to treat it in accordance with the law. We do not allow our third-party service providers to use your personal data for their own purposes and only permit them to process your personal data for specified purposes and in accordance with our instructions.

6. INTERNATIONAL TRANSFERS

We do not transfer your personal data outside the European Economic Area ("EEA").

7. DATA SECURITY

We have put in place appropriate security measures to prevent your personal data from being accidentally lost, used or accessed in an unauthorised way, altered or disclosed. In addition, we limit access to your personal data to those employees, agents, contractors and other third parties who have a business need to know. They will only process your personal data on our instructions and they are subject to a duty of confidentiality.

We have put in place procedures to deal with any suspected personal data breach and will notify you and any applicable regulator of a breach where we are legally required to do so.

8. DATA RETENTION

HOW LONG WILL YOU USE MY PERSONAL DATA FOR?

We will only retain your personal data for as long as reasonably necessary to fulfil the purposes we collected it for, including for the purposes of satisfying any legal, regulatory, tax, accounting or reporting requirements. We currently hold your personal data for a period of seven years. We may retain your personal data for a longer period if we have an ongoing relationship with you, in the event of a complaint, if we reasonably believe there is a prospect of litigation in

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respect to our relationship with you, or for comparable purposes (for example, we may keep details of the property you leased and details of the rent paid by you for longer than 7 years).

To determine the appropriate retention period for personal data, we consider the amount, nature and sensitivity of the personal data, the potential risk of harm from unauthorised use or disclosure of your personal data, the purposes for which we process your personal data and whether we can achieve those purposes through other means, and the applicable legal, regulatory, tax, accounting or other requirements.

9. YOUR LEGAL RIGHTS

Under certain circumstances, you have the following rights under data protection laws in relation to your personal data.

- Request access to your personal data. This is commonly known as a "data subject access request". This enables you to receive a copy of the personal data we hold about you and to check that we are lawfully processing.
- Request correction of your personal data that we hold about you. This enables you to have any incomplete or inaccurate data we hold about you corrected, though we may need to verify the accuracy of the new data you provide to us
- Request erasure of your personal data. This enables you to ask us to delete or remove personal data where there is no good reason for us continuing to process it. You also have the right to ask us to delete or remove your personal data where you have successfully exercised your right to object to processing (see below), where we may have processed your information unlawfully or where we are required to erase your personal data to comply with local law. Note, however, that we may not always be able to comply with your request of erasure for specific legal reasons which will be notified to you, if applicable, at the time of your request
- Object to processing of your personal data where we are relying on a legitimate interest (or those of a third party) and there is something about your particular situation which makes you want to object to processing on this ground as you feel it impacts on your fundamental rights and freedoms. You also have the right to object where we are processing your personal data for direct marketing purposes. In some cases, we may demonstrate that we have compelling legitimate grounds to process your information which override your rights and freedoms
- Request restriction of processing your personal data. This enables you to ask us to suspend the processing of your personal data in the following scenarios:
 - If you want us to establish the data's accuracy
 - Where our use of the data is unlawful but you do not want us to erase it
 - Where you need us to hold the data even if we no longer require it as you need it to establish, exercise or defend legal claims
 - You have objected to our use of your data but we need to verify whether we have overriding legitimate grounds to use it
- Request transfer of your personal data to you or to a third party. We will provide to you, or a third party you have chosen, your personal data in a structured, commonly used, machine-readable format. Note that this right only applies to automated information which you initially provided consent for us to use or where we used the information to perform a contract with you.
- Right to withdraw consent where we are relying on consent to process your personal data. However, this will not affect the lawfulness of any processing carried out before you withdraw your consent. If you withdraw your consent, we may not be able to provide certain services to you. We will advise you if this is the case at the time you withdraw your consent.

If you wish to exercise any of the rights set out above, please contact our data privacy manager in writing.

NO FEE USUALLY REQUIRED

You will not have to pay a fee to access your personal data (or to exercise any of the other rights). However, we may charge a reasonable fee if your request is clearly unfounded, repetitive or excessive. Alternatively, we may refuse to comply with your request in these circumstances.

WHAT WE MAY NEED FROM YOU

We may need to request specific information from you to help us confirm your identity and ensure your right to access your personal data (or to exercise any of your other rights). This is a security measure to ensure that personal data is not disclosed to any person who has no right to receive it. We may also contact you to ask you for further information in relation to your request to speed up our response.

TIME LIMIT TO RESPOND

We try to respond to all legitimate requests within one month. Occasionally it could take us longer than a month if your request is particularly complex or you have made a number of requests. In this case, we will notify you and keep you updated.

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10. GLOSSARY

LAWFUL BASIS

"Legitimate Interest" means the interest of our business in conducting and managing our business to enable us to give you the best service and the best and most secure experience. We make sure we consider and balance any potential impact on you (both positive and negative) and your rights before we process your personal data for our legitimate interests. We do not use your personal data for activities where our interests are overridden by the impact on you (unless we have your consent or are otherwise required or permitted to by law). You can obtain further information about how we assess our legitimate interests against any potential impact on you in respect of specific activities by contacting us.

"Performance of Contract" means processing your data where it is necessary for the performance of a contract to which you are a party or to take steps at your request before entering into such a contract.

"Comply with a legal obligation" means processing your personal data where it is necessary for compliance with a legal obligation that we are subject to.

CONTACT DETAILS

If you have any questions about this privacy policy or our privacy practices, please contact our data privacy manager in the following ways:

- Name: Mr Samuel Dickey
- Email address: compliance@simonbrien.com
- Postal address: 525 Lisburn Road, Belfast, BT9 7GQ
- Telephone number: 028 9066 8888

You have the right to make a complaint at any time to the Information Commissioner's Office (ICO), the UK supervisory authority for data protection issues (www.ico.org.uk). We would, however, appreciate the chance to deal with your concerns before you approach the ICO so please contact us in the first instance.

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