

**UNCONTROLLED TENANCY AGREEMENT
FOR NORTHERN IRELAND**

- Dated: 11th October 2023
- The Property 23 Balmoral Court, Belfast, BT9 7GR
(hereinafter called 'the property')
- The Landlord Mr McCarthy c/o Templeton Robinson
Address 563 Lisburn Road, Belfast, BT9 7GQ
Email 028 9066 3030, andrearainey@templetonrobinson.com
Contact number 028 9039 4295 out of hours
(hereinafter called 'the Landlord')
- The Tenant(s) Mr Varun Suresh Madabushi & Mrs Deepthi Varun Madabhushi of Apt 3, 105-107
University Street, Belfast, BT7 1HP (07701 299095, deepthi13arjun@gmail.com)
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 Guarantor(s) Mr Muralidharan Upendran of 20 Malone Ridge, Belfast, BT9 5QW (07969 535016,
rumurali@gmail.com)
(hereinafter called 'the Guarantor')
- The Agent Templeton Robinson of 563 Lisburn Road, Belfast, BT9 7GQ
Providing a 'Managed' service.
- The Term Twelve months beginning on 13th October 2023 ('the Fixed Term') The tenancy will then
continue, still subject to the terms and conditions set out in the Agreement, from month to
month.
- The Rent £995 per calendar month
- Payment The first payment of £609.84 to be made on the signing of this agreement.
All subsequent payments to be made *monthly* in advance throughout the tenancy by
standing order on 1st beginning 1st November 2023.
- The Deposit £995
The deposit to be held as security for the Landlord for any loss or damage caused by a
Breach of the Tenant's obligations under this Agreement (See Clause 5).
- Other payments to be made Utilities & Water Rates if Introduced
Rates Included within the rent
Notice of termination 1 month notice in writing to the landlord, not before the end of the
fixed term

Obligations forming part of the tenancy; The landlord does not permit smoking in the property.

Templeton Robinson 563 Lisburn Road Belfast BT9 7GQ 028 9066 3030 lisburnroad@templetonrobinson.com	Templeton Robinson 54 High Street Holywood BT18 9AE 028 9042 4747 hollywood@templetonrobinson.com	Templeton Robinson 326 Upper Newtownards Road Belfast BT4 3EX 028 9065 0000 ballyhackamore@templetonrobinson.com	Templeton Robinson 17 Market Place Lisburn BT28 1AN 028 9266 1700 lisburn@templetonrobinson.com
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Directors: Beth Robinson, Patrick Palmer, Michael Young, Chris Kirk, Neil Templeton (Ballyhackamore), Ashley Black (Lisburn)

Area Directors: William Liddell, Yvonne Hayes (Financial Director), Judith Gilchrist (North Down), Lucy Arthur (South Belfast)

Associates: Lana Banford, Joanne Crawford



1. The Tenant's obligations

- 1.1 To pay the rent in the aforesaid manner without deductions.
- 1.2 To pay all charges in respect of any electric, gas, oil, water, telephone and television services used at or supplied to the Property.
- 1.3 To keep and maintain the interior of the Property in good and clean state including but not limited to all furniture, fittings, decorations, glass, doors and locks and shall at the Tenant's expense replace any item which may be broken, lost or damaged (fair wear and tear expected).
- 1.4 To keep and maintain the garden, forecourt, driveway and/or pathways (if any) in a good and tidy condition and to cut the lawns and hedges at regular intervals.
- 1.5 If the Property has oil fired central heating the Tenant is responsible for ensuring that sufficient oil is left in the tank at all times and should an air lock occur due to the inadequate provision of oil it is the responsibility of the Tenant and not the Landlord to rectify any such airlock at the Tenant's expense. The tenant further agrees that he/she will leave the oil tank as per inventory with landlord at the termination of his/her tenancy as was the case at the commencement of the tenancy.
- 1.6 To keep and maintain the wheelie bins supplied to the Property and to ensure that all refuse is kept in a clean and tidy manner. The tenant further agrees to comply with local Council requirements in relation to collection and disposal of said refuse.
- 1.7 The tenant shall at the end of the Term or on the happening of any event terminating this agreement deliver up the Property in a good state of repair and condition and shall make good or pay for the repair or replacement of any of the Landlord's fixtures, fittings and furnishings as shall be broken, lost, damaged, destroyed or soiled during the Term and shall otherwise leave the Landlord's fixtures, fittings and furnishings on the termination of the tenancy in the rooms or places in which they were, as at the commencement of the tenancy.
- 1.8 Not make any alteration or addition to the Property nor without the Landlord's prior consent do any redecoration or painting to the Property.
- 1.9 To use the Property for residential purposes only and not to use, permit or suffer it to be used as an office for business or professional purposes, or for any illegal or immoral purposes.
- 1.10 Not to do or permit or suffer to be done upon the Property or any in hallways, landings, stairways or yards forming part of the building anything which in the opinion of the Landlord is or may be a nuisance or annoyance to or in any way interferes with the quiet and comfort of any other occupants or adjoining property, or which may in any way affect the validity of the insurance of the Property or cause an increase in the premium payable by the Landlord.
- 1.11 Not without the Landlords prior consent allow or keep any kind of pet or animal on any part of the Property.
- 1.12 Not to assign, sublet, charge or part with or share possession or occupation of the Property.
- 1.13 Not to leave the Property vacant or unoccupied for a period in excess of 14 consecutive days without formally notifying the Landlord or his Agent.
- 1.14 When the Property is left unattended to fasten securely all locks and bolts fitted to doors and windows and activate any burglar alarm system which may be fitted to the Property. During the winter months to take adequate precautions to avoid damage by freezing.
- 1.15 Not to use portable appliances fuelled by oil, paraffin or bottled gas. Not to use any naked flame in the Property.
- 1.16 To test any smoke detectors located in the Property monthly and replace batteries as necessary at the Tenant's expense and report any fault to the Landlord or his Agent.
- 1.17 To permit the Landlord or his Agent or anyone with the Landlords permission to enter the Property at all reasonable times to inspect its condition or state of repair and carry out any necessary repairs or safety inspections upon providing a minimum of 24 hours notice (except in an emergency).
- 1.18 To permit the Landlord or his Agent to erect a 'To Let' or 'For Sale' sign on such parts of the property as the Landlord may reasonably select and permit the Landlord or his Agent in the last month of the Terms to conduct viewings of the Property at a reasonable time provided at least 24 hours notice has been given.
- 1.19 To pay the Landlords reasonable costs incurred as a result of any breaches by the Tenant of his obligations under the Agreement.
- 1.20 To pay interest at the rate of 5% above the Bank of England base rate from time to time prevailing on any rent or other monies due from the Tenant which remains unpaid for more than 14 days, interest to be paid from the date the payment fell due until actual payment.

- 1.21 To return all keys whether original or copy to the Landlord upon vacating the said Property or pay the cost of changing the locks.
- 1.22 To provide the Landlord with a forwarding address when the tenancy comes to an end and to remove all rubbish and all personal items (including the Tenants own furniture and equipment) from the Property before leaving or pay the cost of its removal.

2. The Landlords Obligations

- 2.1 The Landlord agrees that the Tenant may live in the Property without unreasonable interruption from the Landlord or any person rightfully claiming under or in trust for the Landlord.
- 2.2 To insure the Property and to use all reasonable efforts to arrange for any damage caused by an insured risk to be remedied as soon as possible.
- 2.3 To keep in repair:-
 - 2.3.1 the structure and exterior of the Property including drains, gutters and external pipes.
 - 2.3.2 the installations at the Property for the supply of water, gas, electricity and sanitation including basins, sinks, baths and sanitary conveniences.
 - 2.3.3 the installations at the Property for heating and water heating.
- 2.4 **But the Landlord will not be required to:**
 - 2.4.1 carry out any works for which the Tenant is responsible by virtue of his duty to use the Property in a responsible tenant-like manner.
 - 2.4.2 reinstate the Property in the case of damage or destruction if the insurers refuse to pay out the insurance money due to anything the Tenant has done, permitted, suffered or failed to do.
 - 2.4.3 rebuild or reinstate the Property in the case of destruction or damage to the Property by a risk not covered by the policy of insurance effected by the Landlord.

3.0 Guarantor

If there is a guarantor, the Guarantor hereby guarantees that the Tenant or Tenants named above the Guarantor's signature on the execution page will comply with the Tenants obligations contained in this agreement. The Guarantor agrees to pay on demand to the Landlord any money lawfully due to the Landlord for non-payment of rent or any losses sustained by the Landlord due to the non-compliance or breach of the covenants and conditions by the named Tenant.

4.0 Ending this Agreement

- 4.1 The Tenant cannot end this Agreement during the Fixed Term but can end the Agreement at the end of the Fixed Term by giving at least one month's written notice to the Landlord or his Agent.
- 4.2 If the Tenant stays on after the end of the Fixed Term his tenancy will continue but will run from (month to month) (week to week) i.e. a 'periodic tenancy'. This periodic tenancy can be ended by the Tenant giving at least 4 weeks written notice or the Landlord giving at least one month's written notice, the notice to expire at the end of a rental period.
- 4.3 If at any time;
 - 4.3.1 any part of the rent is outstanding for 14 days after becoming due (whether formally demanded or not); and/or
 - 4.3.2 there is any breach, non-observance or non performance by the Tenant of any covenant or other term of this Agreement which has been notified in writing to the Tenant and the Tenant has failed within a reasonable period of time to remedy the breach and/or pay reasonable compensation to the Landlord for the breach;

the Landlord may recover possession of the Property and this Agreement shall come to an end but the Landlord shall thereby retain all rights and remedies in respect of the Tenant's obligations under this Agreement.

5.0 The Deposit

- 5.1 The Landlord or the Agent shall in compliance with the Tenancy Deposit Schemes Regulations (Northern Ireland) 2012 register the deposit within fourteen days of receipt with a Tenancy Deposit Scheme approved under the above Regulations.
- 5.2 Within twenty-eight days of receipt of deposit the Landlord or the Agent shall serve upon the Tenant the information prescribed by the said Regulations.
- 5.3 The deposit is held as security against the Tenant failing to meet their obligations in connection with this Lease and at the end of this tenancy the Landlord may apply to use some or all of the deposit to compensate for breaches of the Lease by the Tenant which said breaches include but are not exclusive to the following:-
- (a) any damage the Tenant has caused to the property;
 - (b) cleaning bills incurred by the Landlord if the property has been left in a poor condition;
 - (c) utility bills incurred by the Tenant which are the responsibility of the Tenant but in respect of which the Landlord is contractually liable;
 - (d) unpaid rent;
- 5.4 If at the end of the tenancy the Landlord wishes to make any deduction from the deposit the Landlord shall make application to the Tenancy Deposit Scheme and notification will be served upon the Tenant and agreement sought in respect of the proposed deduction and in the event of a dispute the Landlord and the Tenant may ask for an Independent Adjudicator retained by the Tenancy Deposit Scheme to make a decision on how the deposit should be repaid based on evidence provided by the Tenant or the Landlord or the Agent.

6. Other Provisions

- 6.1 The Landlord and his Agent shall be entitled to have and retain keys for all doors to the Property if so required but shall not be entitled to use these to enter the Property without prior notice being given to the Tenant (save in the case of an emergency).
- 6.2 Any notices or other documents shall be deemed served on the Tenant during the Tenancy by either being left at the Property or by being sent to the Tenant by post they shall be deemed served on the day after posting.
- 6.3 Any personal items left behind at the end Tenancy after the Tenant has vacated shall be considered abandoned if they have not been removed within 7 days. After this period the Landlord may remove or dispose of the items as he thinks fit. The tenant shall be liable for the reasonable disposal costs which may be deducted from the proceeds of sale (if any such items), and the tenant shall remain liable for any balance. Any net proceeds of sale shall be dealt with in the same manner as the Deposit as set out in clause 5.2 above.
- 6.4 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 and 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 any advertising fees incurred by the Landlord's agent and to pay the Landlord's agent a letting fee of one months rent plus vat.
- 6.5 **Purchase of property**
In the event of a tenant, introduced to the landlord by Templeton Robinson, purchasing the property after an initial rental period or the expiry of the lease, Templeton Robinson will be due a

commission fee in respect of the sale as selling agent. This fee will be at a reduced rate of 0.75% of the selling price plus vat.

7. Landlord Obligations under the Private Tenancies Act 2022 (Northern Ireland)

The following information is provided as a written statement in compliance with the foregoing Regulations (Regulation 2):-

General:

7.1 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

7.2 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/local council.

Fitness for human habitation.

7.3 A dwelling-house built before 6-11-1956 which is let under a private tenancy commencing after the introduction of the Order, which is not a prescribed dwelling-house in respect of which there is no current certificate of fitness, must be inspected by the 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 NI.

Rent Book

7.4 All private tenants have a legal right to a rent book.

Notice to Quit

7.5 The tenancy may be ended in any of the following ways:

- when the period of the tenancy as agreed in has expired; or
- after the term of the tenancy has expired and the tenancy has continued on a month to month basis either party can give notice to terminate the tenancy; or
- in the case of material breach to the agreement by either party written notice must be given to the other party to terminate the tenancy.

Below are the minimum period of notice required by the landlord and the tenant when ending the tenancy.

Depending on the length of the tenancy **the landlord must give their tenant** a minimum notice to quit period. These notice periods have been amended in line with the Private Tenancies Act 2022 as follows:

- Tenancy not been in existence for more than 12 months - No less than 4 weeks written notice
- Tenancy has been in existence for more than 12 months but not more than 10 years - No less than 8 weeks written notice
- Tenancy has been in existence for more than 10 years - No less than 12 weeks written notice

Depending on the length of the tenancy **the tenant must give their landlord** a minimum notice to quit period. These notice periods have been amended in line with the Private Tenancies Act 2022 as follows:

- Tenancy not been in existence for more than 10 years - No less than 4 weeks written notice
- Tenancy has been in existence for more than 10 years - No less than 12 weeks written notice

Illegal eviction and harassment

7.6 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

7.7 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

7.8 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

7.9 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).

Landlord sign here

Landlord's signature



Witness Print Name

LUCY ARTHUR

Witness Sign here

Witness's Signature



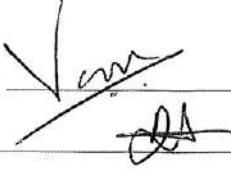
Witness Address

203 Lisburn Rd

Belfast, BT9 7EQ

All tenants sign here

Tenant's signature(s)



Witness Print Name

LUCY ARTHUR

Witness Signs here

Witness's signature



Witness Address

Lisburn Rd TR

Guarantor Signs here

Guarantor Print Name

MURALIDHARAN R LUPENDRAN

Guarantor's signature



Witness Print Name

LUCY ARTHUR

Witness's signature



Witness Address

Lisburn Rd TR

**PRESCRIBED INFORMATION
DETAILS OF THE PRIMARY LANDLORD**

Landlord's full name	Mr Nick McCarthy
Landlord's address	563 Lisburn Road, Belfast, County Antrim, BT9 7GQ
Landlord's telephone number	02890663030
Landlord's alternate telephone number	
Landlord's email address	lucyarthur@templetonrobinson.com
Landlord's fax number	
Landlord's correspondence address (if different)	

DETAILS OF ANY AGENT ACTING ON THE LANDLORD'S BEHALF

Agent name and address	Templeton Robinson Lisburn Road - 563 Lisburn Road, Belfast, County Antrim, BT9 7GQ
Telephone number	02890663030
Email address	lucyarthur@templetonrobinson.co.uk

DETAILS OF THE LEAD TENANT

Tenant name	Deepthi Varun Madabhushi
Contact details to be used at the end of the tenancy	Apt 3, 105-107 University Street, Belfast, County Antrim, BT7 1HP
Email address	deepthi13arjun@gmail.com
Telephone number	
Mobile number	07701299095

DETAILS OF ANY OTHER JOINT TENANTS

Tenant name	Muralidharan Upendran
Contact details to be used at the end of the tenancy	20 Malone Ridge, Malone, Belfast, County Antrim, BT9 5QW
Email address	rumurali@gmail.com
Mobile number	07969535016

TENANCY DETAILS

Address of the property to which the tenancy relates	23 Balmoral Court, Belfast, County Antrim, BT9 7GR
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THE DEPOSIT

Amount of deposit protected:	£995.00
Date received by the landlord (or their representative)	11/10/2023
Date deposit/deposit protection fee paid by the landlord (or their representative) to TDS Northern Ireland	//

HOW THE DEPOSIT WILL BE RETURNED AND THE CIRCUMSTANCES UNDER WHICH SOME OR ALL OF THE DEPOSIT MAY BE RETAINED

At the end of the tenancy the deposit will be allocated between the tenant and landlord in accordance with the procedures set down in the tenancy agreement. The tenancy agreement sets out the circumstances under which the landlord may retain some or all of the deposit. These are to be found in the following sections of the tenancy agreement:

All sections need to be completed before issuing to the tenant(s)/ Relevant person(s).
If you would like this section to pre-populate on the Prescribed Information for all new protections please go to: "My Options > My Portfolio > Organisation Details > Edit" .
For protections which have already been created (including this one) please go to the individual record under "Deposit Management" and select: "Customise Prescribed Information".

In the custodial scheme, the landlord will apply to the Scheme to seek the repayment of the deposit. If the tenant agrees, the Scheme will repay the deposit in accordance with that agreement. If the parties disagree, then the matter may be referred to the dispute resolution mechanism and an adjudicator will decide how the deposit should be repaid.

DETAILS OF THE SCHEME AND DISPUTE RESOLUTION MECHANISM

TDS Northern Ireland provides an independent dispute resolution mechanism in the event that the landlord and tenant fail to agree the allocation of the deposit at the end of the tenancy. Further details are contained in the 'What is the Tenancy Deposit Scheme Northern Ireland' leaflet supplied.

The Scheme can be contacted at:

Tenancy Deposit Scheme Northern Ireland
PO Box 2105
Belfast
BT1 9RD
Tel: 0300 037 3700
info@tdsnorthernireland.com
www.tdsnorthernireland.com

Procedures that apply when the tenant is not contactable at the end of the tenancy

In the custodial scheme, if the tenant is not contactable at the end of the tenancy the landlord can apply to the scheme setting out what deductions should be made from the deposit. In the event that the tenant is not contactable at the end of the tenancy, the landlord should apply to TDS Northern Ireland to return the deposit. If the tenant does not respond within 30 working days of receiving the landlord's proposal, the deposit will be paid out in accordance with the landlord's proposal within a further 5 working days.

Certification by the landlord/agent

I certify that the written information provided is correct to my knowledge and belief.

Name:

Signature:

Date:

CHRIS KIRK
11/10/23

Certification by tenants

I certify that the written information provided is correct to my knowledge and belief.

Name(s):

Signature(s):

Date:

DEEPTHI VARUN MADABHUSHI
11/10/23