
RESIDENTIAL LETTING AGREEMENT

PRIVATE HOUSE OR APARTMENT

THIS LETTING AGREEMENT is dated the --/--/2016

BETWEEN:

THE LANDLORD

Landlord's address:

10 Prince of Wales Tce
Bray, Co Wicklow..

Landlord's telephone/mobile/e-mail:

01-5242773

Landlord's Personal Public Service No. (PPSN):

Landlord's Agent:

Leinster Lettings Ltd
Kevin@leinsterlettings.ie
0879400544

AND

THE TENANT:

Tenant's Address:

-----,
-----.

Tenant's telephone/mobile/e-mail:

Tenant's Personal Public Service No. (PPSN):

THE DWELLING:

together with the Furniture and Appliances listed in the First Schedule.

No. of bed spaces: 0 (Unfurnished)

THE TERM: 364 Days

THE TERM COMMENCEMENT DATE: --/--/2016

SECURITY DEPOSIT: €0000.00

RENT: €0000.00

PAYABLE: In advance by monthly instalments to the Landlord or at the Landlord's option by standing order payments direct:

To: The Manager

Bank:
Address:

Account Name:

IBAN:

BIC:

THE LETTING

If this letting consists of a sub-tenancy please indicate by ticking the box

The Landlord lets and the Tenant takes the Dwelling for the Term at the Rent and with the Security Deposit.

This Agreement incorporates the Special and General Letting Provisions and the First and Second Schedules.

SPECIAL LETTING PROVISIONS

WARNING

Any Special Letting Provisions must comply with the
Residential Tenancies Act 2004

1. The tenant will immediately arrange insurance in respect of tenant's contents, occupier's liability and public liability in respect of the premises and the means of access and egress thereto and hereby indemnifies the landlord against any claim with regard thereto.
2. This is a fixed agreement for --- months, breach of this may result in a loss of your deposit, and you are also responsible for the remaining rental payments.
3. The Landlord / Tenant may terminate this agreement on --/--/17 provided the landlord / Tenant gives at least 1 Months written notice to each other on or prior to the --/--/2017.
4. The security deposit may not be used against your rent.
5. This is a non-smoking property.
6. The property may not be altered or painted in any way.
7. Sellotape/ Bluetack may not be used on hang materials on the walls.
8. You must register with Irish Water, 48 hours from the DATE --/--/--
9. Late rent will result in €250 fine, plus interest charges as per lease, a standing order must be set-up..
10. The property has been professionally cleaned, and must be returned professionally cleaned, including the carpets. All blown light bulbs replaced, Proof will be required..
11. No other persons may live in this dwelling without consent, this includes family, friends, Au Pairs, Nannies etc..

GENERAL LETTING PROVISIONS

1. **DEFINITIONS AND INTERPRETATION**

In this Agreement:

- 1.1. A RIGHT given to the Landlord to enter the Dwelling extends to any person(s) authorised in writing, acting on the Landlord's behalf, and includes the right to bring workmen and appliances into the Dwelling.
- 1.2. ALTER OR IMPROVE in relation to the Dwelling, includes:
 - (a) altering a locking system on a door giving entry to the Dwelling, and
 - (b) making an addition to, or alteration of, a building or structure (including any building or structure subsidiary or ancillary to the Dwelling).
- 1.3. AUTHORITY in writing given to any person(s) acting on the Landlord's behalf to enter the Dwelling after giving notice extends, in case of emergency only, to entry after giving less notice than specified or without giving any notice.
- 1.4. BEHAVE IN A WAY THAT IS ANTI-SOCIAL means engage in behaviour of a kind specified in section 17(1) of the 2004 Act.
- 1.5. DWELLING includes any out office, yard, garden or other land appurtenant to the Dwelling or usually enjoyed with it.
- 1.6. FURNITURE AND APPLIANCES means the furniture and appliances listed in the First Schedule.
- 1.7. INTEREST means a payment at the rate of 3% per annum over the rate charged on arrears of income tax for the time being.
- 1.8. PUBLIC AUTHORITY includes a local authority.

- 1.9. RENT includes any payments for which the Tenant is liable under the terms of this agreement.
- 1.10. THE 1980 ACT means the Landlord and Tenant (Amendment) Act 1980 as amended from time to time.
- 1.11. THE 2004 ACT means the Residential Tenancies Act 2004 as amended from time to time.
- 1.12. THE LANDLORD includes whoever for the time being is entitled to possession of the Dwelling at the end of the tenancy and where the Landlord has appointed an agent, the Landlord's agent, authorised in writing.
- 1.13. THE TENANT includes whoever for the time being is entitled to possession of the Dwelling under this agreement.
- 1.14. UTILITIES includes, but is not limited to, electricity, gas, heating, cable television, telephone and any ISDN line or other connection for data in the Dwelling.
- 1.15. WHEREVER more than one person is the Tenant, all their obligations can be enforced against them jointly and severally which may result in each of them individually being liable to the Landlord for the Tenant's obligations under this agreement.

2. THE TENANT AGREES WITH THE LANDLORD:

- 2.1. To pay the Rent to the Landlord, or the Landlord's agent in the State where the Landlord resides abroad, but subject to any deduction of tax as required by law, at the time and in the manner specified, the first payment being made on the date of this agreement
- 2.2. To pay any Public Authority charges relating to the Dwelling including any which are imposed after the date of this agreement.

- 2.3. To pay Interest on any Rent outstanding for more than seven days after it falls due.
- 2.4. Not to reduce any payment of Rent by making any deductions from it or by setting off any sum against it, save in accordance with law
- 2.5. To pay to the Landlord, or to the Landlord's agent in the State where the Landlord resides abroad, a security deposit of €0000.00 when this agreement is signed to protect the Landlord against the Tenant's failure to pay the Rent or comply with the other terms of this agreement.
- 2.6. To pay any stamp duty chargeable on the original and counterpart of this agreement.
- 2.7. To pay promptly all charges for the Utilities.
- 2.8. To ensure that no act or omission by the Tenant, or by any other person in the Dwelling with the Tenant's consent, results in a breach of the Landlord's legal obligations.
- 2.9. Upon receiving notice in writing, to allow the Landlord access to the Dwelling at reasonable intervals and at a date and time agreed in advance with the Tenant, for the purposes of inspecting the Dwelling.
- 2.10. To notify the Landlord promptly of any defect that arises in the Dwelling that requires to be repaired so as to enable the Landlord to comply with his or her obligations in relation to the Dwelling under any enactment.
- 2.11. To allow the Landlord reasonable access to the Dwelling to carry out any works for which the Landlord is responsible.
- 2.12. Upon receiving notice in writing from the Landlord, to allow anyone who reasonably requires it, access to the Dwelling at a date and time agreed in advance with the Tenant, in order to inspect, repair or clean neighbouring property, or any sewers, drains, pipes, wires or cables serving neighbouring property.

- 2.13. To allow the Landlord access to the Dwelling without giving notice in the case of emergency only.
- 2.14. To take good care of the Dwelling and the Furniture and Appliances and to keep them all clean and tidy and not to cause or allow anyone else to cause any damage to them.
- 2.15. Not to do any act that would cause a deterioration in the condition the Dwelling was in at the commencement of the tenancy, but there shall be disregarded, in determining whether this obligation has been complied with at a particular time, any deterioration in that condition owing to normal wear and tear, that is to say wear and tear that is normal having regard to:
- (a) the time that has elapsed from the commencement of the tenancy,
 - (b) the extent of occupation of the Dwelling the Landlord must have reasonably foreseen would occur since that commencement, and
 - (c) any other relevant matters
- 2.16. If the obligation set out in Clause 2.15 is not complied with, to take such steps as the Landlord may reasonably require to restore the Dwelling to the condition mentioned in Clause 2.15 or to defray any costs incurred by the Landlord in his or her taking such steps as are reasonable for that purpose.
- 2.17. To repair any broken glass in the windows of the Dwelling where such repair is necessitated due to the failure of the Tenant to comply with Clause 2.15.
- 2.18. To keep the garden (if any) tidy and well tended.
- 2.19. Not to use, nor allow others to use, the Dwelling, or any part of it, for activities which are dangerous, offensive, noxious, noisome, illegal, or which are or may become a nuisance or annoyance to the Landlord or the owner or occupier of any neighbouring property.
- 2.20. Not to behave within the Dwelling, or in the vicinity of it, in a way that is anti-social, nor to allow anyone else to do so

- 2.21. To co-operate with the Landlord if it becomes necessary for him or her to enforce the Tenant's obligations under the tenancy in order to comply with section 15 of the 2004 Act
- 2.22. Not to act or allow others to act in a way that could cause any policy of insurance in relation to the Dwelling to become void or voidable wholly or in part, nor (unless the Tenant has previously notified the Landlord and has agreed to pay any increased premium) do or fail to do anything by which additional insurance premiums may become payable.
- 2.23. Not to assign or sub-let the Dwelling save in accordance with section 16(k) of the 2004 Act
- 2.24. Not to alter or improve, nor allow others to alter or improve, the Dwelling (including the locks and alarm systems and any wiring or cabling there) nor to erect any television or radio aerial or satellite dish there, save in accordance with section 16(l) of the 2004 Act
- 2.25. Unless the Landlord previously consents in writing, to use the Dwelling only as a residence
- 2.26. To use the Dwelling as a residence only for the named Tenant and his or her dependents, but not to permit the number of residents to exceed the number of bed spaces specified in this agreement.
- 2.27. To notify the Landlord in writing of the identity of each person who for the time being ordinarily resides in the Dwelling
- 2.28. Not to hold, nor allow others to hold, an auction in the Dwelling.
- 2.29. To keep all means of access leading to the Dwelling free from obstruction.
- 2.30. Unless the Landlord previously approves in writing not to keep any pets in the Dwelling.

- 2.31. Not to hang any washing out of the windows of the Dwelling and to have all the windows cleaned at least four times a year.
- 2.32. Not to allow anything to obstruct the sewers or drains.
- 2.33. Not to display any notice or advertisement either on the outside of the Dwelling or visible from outside it.
- 2.34. To comply with the lessee's covenants and conditions in any lease under which the Landlord holds the Dwelling, unless the Landlord agrees to do so or where the 2004 Act makes compliance the Landlord's responsibility.
- 2.35. To give promptly to the Landlord a copy of any notice received concerning the Dwelling.
- 2.36. To allow the Landlord at any time:
 - (a) to erect or fix on or outside the Dwelling (or the property containing the Dwelling), a site notice of intention to make an application for planning permission for any development to the Dwelling (or the property containing the Dwelling) in manner prescribed by law, and
 - (b) reasonable access to the Dwelling for all purposes incidental to making any such application and/or complying with the Planning and Development Acts and the Building Regulations in force for the time being.
- 2.37. If the Dwelling is held under a tenancy for a fixed period of at least six months and the Tenant intends to remain in occupation on any basis after the expiry of the tenancy, to notify the Landlord of that intention in accordance with section 195 of the 2004 Act
- 2.38. To allow the Landlord:
 - (a) by prior appointment, accompanied by not more than two persons at any one time, to enter the Dwelling to view it, and
 - (b) at any time to erect or fix on or outside the Dwelling (or the property containing the Dwelling) a for sale/to let notice.

- 2.39. When the tenancy ends, to return possession of the Dwelling to the Landlord, leaving the Dwelling in the state in which this agreement requires the Tenant to keep it having particular regard to Clause 2.15 and Clause 2.16.
- 2.40. Not to cause any of the Utilities to be disconnected.
- 2.41. To pay all expenses which the Landlord reasonably incurs in:
- (a) the recovery or attempted recovery of arrears of Rent or other sums payable under this agreement, and
 - (b) procuring that any failure by the Tenant to comply with this agreement is remedied.

3. THE LANDLORD AGREES WITH THE TENANT:

- 3.1. To allow the Tenant to enjoy peaceful and exclusive occupation of the Dwelling subject to the 2004 Act.
- 3.2. To carry out the repairs to the Dwelling which the Housing (Standards for Rented Houses) Regulations, 1993 and section 12(1)(b) of the 2004 Act require, except where such repairs are necessary due to the failure of the Tenant to comply with Clause 2.15.
- 3.3. To effect and maintain a policy of insurance in respect of the structure of the Dwelling which:
- (a) insures the Landlord against damage to, and loss and destruction of, the Dwelling, and
 - (b) indemnifies the Landlord, to an amount of at least €250,000, against any liability on his or her part arising out of the ownership, possession and use of the Dwelling
- 3.4. To pay promptly to the Tenant when he or she quits the Dwelling any deposit that he or she has paid except any portion that the Landlord is entitled to retain, to cover:
- (a) any arrears of rent and the cost of recovering such arrears, and

- (b) any breach by the Tenant of Clause 2.15 and the costs incurred by the Landlord in making good any such breach
- 3.5. To reimburse the Tenant for all reasonable and vouched expenses incurred by the Tenant in carrying out repairs where the Landlord has failed to comply with section 12(1)(b) of the 2004 Act, but subject to the conditions set down in section 12(1)(g) of the 2004 Act
- 3.6. Where the Dwelling is part of an apartment complex, to comply with the requirements of section 12(1)(h) of the 2004 Act
- 3.7. To make good any damage caused to the Dwelling by any person allowed access by the Landlord.

4. THE PARTIES AGREE:

- 4.1. A notice required or authorised to be served or given may be served on or given to the person concerned in one of the following ways:
 - (a) by delivering it to the person;
 - (b) by leaving it at the address at which the person ordinarily resides or, in a case in which an address for service has been furnished, at that address;
 - (c) by sending it by post in a prepaid letter to the address at which the person ordinarily resides or, in a case in which an address for service has been furnished, to that address;
 - (d) where the notice relates to a Dwelling and it appears that no person is in actual occupation of the Dwelling, by affixing it in a conspicuous position on the outside of the Dwelling or the property containing the Dwelling.
- 4.2. If section 185 of the 2004 Act applies now or at any time to this tenancy, or to any future sub-tenancies, to provide the information specified in that section to any person entitled to receive it.

- 4.3. If the Landlord is non-resident, and the Rent is not payable to the Landlord's agent in the State, the Tenant shall deduct or withhold from the Rent all taxes as required by law. He or she shall account to the Revenue Commissioners for such taxes and furnish evidence to the Landlord of their payment to the Revenue Commissioners. Each party will give the other all information necessary to enable these procedures to operate according to law and to vouch the payment of these taxes to the Revenue Commissioners.
- 4.4. To cooperate in furnishing Personal Public Service Numbers (PPSNs) to each other and in effecting registration of the tenancy in the manner prescribed by law.

5. HOUSING (RENT BOOKS) REGULATIONS 1993:

- 5.1. The Landlord confirms and the Tenant acknowledges that the information required under the Housing (Rent Books) Regulations, 1993 (as amended) made under the Housing (Miscellaneous Provisions) Act, 1992 is set out in the Second Schedule and that this agreement constitutes the Rent Book for the purposes of those regulations.

FIRST SCHEDULE

INVENTORY

The Furniture and Appliances provided by the Landlord for the exclusive use of the Tenant

SECOND SCHEDULE

STATEMENT OF INFORMATION REQUIRED UNDER THE HOUSING (RENT BOOKS) REGULATIONS, 1993 (as amended) (*see Note Z*)

1. This statement of information is in accordance with the Housing (Rent Books) Regulations 1993. It does not purport to be a legal interpretation.
2. The tenant of a house is entitled to enjoy peaceful and exclusive occupation of the house.
3. Notice of termination of a tenancy must be in writing and must be made in accordance with the provisions of the Residential Tenancies Act 2004 (No. 27 of 2004).
4. The landlord is prohibited from impounding the goods of a tenant to secure recovery of rent unpaid.
5. The landlord is obliged to provide a tenant with a rent book for use throughout the term of the tenancy. The landlord must enter the particulars relating to the tenancy in the rent book, and, in the case of a new tenancy, complete the inventory of furnishings and appliances supplied with the house for the tenant's exclusive use.
6. The landlord is obliged to keep the particulars in the rent book up to date. Where the rent or any other amount due to the landlord under the tenancy is handed in person by the tenant, or by any person acting for the tenant, to the landlord, the landlord must, on receipt, record the payments in the rent book or acknowledge it by way of receipt. Payments not handed over directly, for example, those made by banker's order or direct debit, must, not more than three months after receipt, either be recorded by the landlord in the rent book or acknowledged by way of statement by the landlord to the tenant.
7. The tenant is obliged to make the rent book available to the landlord to enable the landlord to keep the particulars in it up to date.
8. The landlord of a private rented house is obliged to ensure that, from 1st January, 1994, the house complies with the minimum standards of accommodation laid down in the Housing (Standards for Rented Houses) Regulations, 1993. The standards apply to rented Local Authority houses from 1st January, 1998. The Regulations do not apply to houses let on a temporary or holiday basis, local authority demountable dwellings and communal type accommodation provided by health boards and certain approved non-profit or voluntary bodies. The standards relate to structural condition, provision of sinks, water closets baths/showers, cooking and food storage facilities, safety of electricity and gas installations, availability of adequate heating, lighting and ventilation and maintenance of common areas, etc.

9. The duties of a landlord referred to in paragraphs 5 to 8 above may be carried out on the landlord's behalf by a duly appointed agent. Any reference in a statement to "house" includes a flat or maisonette.
10. Copies of the Housing (Rent Books) Regulations 1993 and the Housing (Standards for Rented Houses) Regulations 1993 may be purchased from the Government Publications Sale Office, Sun Alliance House, Molesworth Street, Dublin 2, or from the Housing Authority.
11. Responsibility for the enforcement of the law relating to rent books and standards rests with the housing authority for the area in which the house is located. The name, address and telephone number of the relevant housing authority are as follows:

Name: Dun Laoghaire/Rathdown

Address: Town Hall

Marine Road

Dun Laoghaire

Telephone No. : 01-2054700

Date: _____

SIGNED by the Landlord

SIGNED by the Tenants

SIGNED by the Witness

Kevin Walsh

GUARANTEE

I ----- of -----

at the request of the Tenant and in consideration of this letting, agree with the Landlord that the Tenant will at all times pay the rent and comply with the terms of this agreement and agree to indemnify the Landlord against all losses incurred by any failure by the Tenant to comply with the terms of this agreement. Even if the Landlord gives the Tenant extra time to comply with any obligations in this agreement, or does not insist on its strict terms, this covenant remains fully effective.

Date: _____

SIGNED by the said

SIGNED by the Witness

Kevin Walsh (Agent)

DATE: _____

ESB DAY: _____ METER _____

ESB NIGHT: _____ METER _____

GAS: _____ METER _____

Management Company

Gprn -----

Mprn -----

WPRN -----

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Ireland

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