

DATED THIS

DAY OF

2016



**TENANCY AGREEMENT
(Mortgage to Rent)**

This document is the tenancy agreement between

and OAKLEE HOUSING

You are the tenant and Oaklee Housing is your Landlord and each has certain rights and duties which must be observed. These rights and duties concern maintenance, repair decoration of the premises. Other provisions for the use of the premises and the payment of rent and the circumstances in which the tenancy can be brought to an end, are set out fully within. You are advised to read this agreement carefully before signing it. Oaklee Housing requires you to sign two copies of this agreement one of which is retained by you and the other returned by the Association.

Oaklee Housing has approved status for Voluntary Housing under Section 6 of the Housing (Miscellaneous Provisions) Act 1992.

**OAKLEE HOUSING
132 JAMES'S STREET,
DUBLIN
D08 PK25**

Dated this day, the [DATE]:.....

Landlord:.....Landlord's address:.....

Tenant/ Tenants name :.....

Tenant's address:.....

Tenant's contact details:.....

Tenant's PPSN:.....

Names of the occupants permitted to reside in the dwelling (the tenant must obtain the permission of the landlord for all occupants):

Name: _____	PPSN: _____

Dwelling address:.....

Together with the furniture and fittings provided, as listed in appendix A of this agreement.

¹Term of tenancy (if any): Part 4 Tenancy

Term commencement date:

Is the dwelling designated a transitional dwelling? YES NO

Weekly Charge at Commencement of Tenancy;

Rent:_____ Service Charge:_____ Car parking:_____ Refuse Collection _____ Other charges: _____

Deposit (if any):

Please read through the contents of this Tenancy Agreement and ask any questions you have to the landlord. You can also seek advice on any of the provisions of the Agreement.

Signed on this [DATE]:

Tenant

Tenant

For the Landlord

Witness (where required)

TENANCY AGREEMENT FOR DWELLINGHOUSE

This Tenancy agreement dated **the** _____ **day of** _____ **20** is made between **OAKLEE HOUSING** having its registered office at 132 James's Street, Dublin D08 PK25 in the City of Dublin referred to in this agreement as "the Association" of the one part and referred to in this agreement as "the Tenant(s)".

INTERPRETATION

- The "**Association**" is Oaklee Housing .
- The "**Premises**" refers to
- The "**Estate/Scheme**" refers to the area in which the Premises is located.
- The "**The Household**" refers to all persons normally resident with the Tenant as listed on page 2 of this agreement and anyone who subsequently joins and been approved to join the household.
- "**Guests**" or "**Visitors**" refers to those who are invited into the Premises and/or onto the Estate by the Tenant and or a Member of the Household.
- The "**Common Areas**" are those areas, which the Tenant and or the Members of the Household have use of apart from the Premises.
- The "**Contents**" are those items brought onto the Premises by the Tenant and or the Members of the Household separate from the fabric of the dwelling and elements provided by the Trust.
- The "**Probationary Period**" shall mean a period of six months from the commencement date of this Agreement.
- The "**Rent**" refers to the sum as per the Association's Rent Assessment Procedure as set out in the Tenant's handbook or such other amount which may be levied in accordance with the Association's Rent and Service Charge Review Procedure.
- The "**Service Charge**" refers to the sum as per the Association's Service Charge Assessment procedure as set out in the Tenant's handbook or such other amount which may be levied in accordance with the Association's Rent and Service Charge Review Procedure.
- "**Neighbour**" refers to a person or persons working or living in the vicinity of the Premises.
- "**Residential Tenancies Acts**" refers to the Residential Tenancies Act, 2004, the Residential Tenancies (Amendment) Act, 2015 and any amending legislation
- "**Tenant's Property**" means all property in the Premises that is not the property of the Trust.
- "**Utilities**" include, but is not limited to, electricity, gas, heating, cable television, telephone and any ISDN line or other connection for data in the Premises.
- "**Additional Charges**" refer to refuse collection car parking and any other ancillary charges which may be levied.

1. OAKLEE HOUSING

- 1.1 The Association agrees to let the Premises to the Tenant at the agreed Rent, Service Charge (if any) plus any other ancillary charges from theand so on from week to week until the tenancy shall be terminated by either party.
- 1.2 The Association will ensure by all reasonable means at its disposal the quiet and peaceful enjoyment of the tenancy by the Tenant, without interruption by the Association providing the Tenant pays the rental charge and complies with all the terms and conditions of this agreement.
- 1.3 The Association agrees to keep in good repair the portions of the premises for which they are responsible, and fulfil all its obligations under the **Housing (Miscellaneous Provisions) Act, 1992**, as set out in the **Housing (Standards for Rented Houses) Regulations, 1993**.
- 1.4 The Association will insure the Premises but not the Contents of the Premises.

2. RENT / CHARGES

- 2.1 The Tenant agrees to pay the Rent, the Service Charge (if any) and any other ancillary charges and taxes provided for in this Tenancy Agreement without deductions in advance to the Association commencing.....
- 2.2 Where the rent is set for the property, the Association reserves the right to increase or decrease the amount of the Rent, Service Charge and ancillary charges as per the Association's Rent and Service Charge review procedure. The Tenant shall be given two weeks notice in writing of any such change.
- 2.3 The Association reserves the right to alter the way in which the Rent and Service Charge is to be paid. The Tenant shall be given four weeks notice in writing of any such change.
- 2.4 Where the rent chargeable is calculated by reference to the household's income, the Tenant shall promptly furnish to the Association full and accurate details of all income in the form or manner and for the period prescribed by the Association within fourteen days of any changes. The Tenant shall furnish to the Association full and accurate details of such information relating to the income and household status for the individual members of the Household, and the Tenant shall advise the Association of any changes in these circumstances as soon as the change occurs.
- 2.5 The Association reserves the right to calculate and review the rent calculation with reference to the relevant Differential Rents Scheme (a copy of which is attached to the agreement.)
- 2.6 In the event of the Tenant failing to or neglecting to furnish the Association with any information required or failing to give any proof or authority required or giving false, misleading or incomplete information or failing to notify the Association of any change in the Tenant's income or his/her household's income, he/she shall immediately become liable to pay the maximum rent or such reduced rent other than the differential rent as shall be fixed by the Association at its discretion from the gale day next following the date upon which such of circumstances, failure or neglect occurred. Failure to provide such information required is a breach of the Tenancy Agreement and could lead to a termination of the Tenancy Agreement by the Trust.

- 2.7 Any person who remains in the Premises for a period exceeding two weeks and whom the Association consents in writing to joining the Household will be deemed to have joined the Tenant's Household for the purpose of calculating the Rent.
- 2.8 The Tenant agrees to pay promptly all outgoings for the Premises, including any bills, utility bills, local authority charges or other charges that are introduced after the date of this agreement.
- 2.9 The Tenant further agrees not to do anything or omit to do anything which would cause any of the Utilities to the Premises or the Scheme to be disconnected.
- 2.10 The Tenant shall immediately notify to the Association any defects in the Fire/Smoke Alarms or Fire Fighting Equipment.
- 2.11 The Tenant shall notify the Association of every notice received at the dwelling from the Local or other Sanitary or Health Authorities and shall comply therewith as far as the Tenant is liable.
- 2.12 Household Budgeting - Where the Tenant is in receipt of, or becomes entitled to, a benefit from which deductions can be made under the Household Budget Scheme (pursuant to section 290A of the Social Welfare Consolidation Act 2005 or such amending legislation), the Tenant hereby agrees and covenants with the Landlord that, for the purpose of payment of the Rent due to the Landlord, the Tenant shall, in accordance with the said legislation (section 290A of the Social Welfare Consolidation Act 2005 and the Social Welfare (consolidated Claims, Payments and Control) Amendment(no.11) (budgeting in relation to Social Welfare payments) Regulations 2013 (or such amending legislation)), duly apply for the deduction and payment of a sum of money from the relevant benefit and the payment of that deducted sum to the Landlord. In the event of the Tenant making an application for said deduction in order to cease payment via the household budget scheme, the Tenant will need to make an application for discontinuance pursuant to the Regulations and in the event of the Tenant making a successful application, the Rent shall thereafter be payable directly to the Landlord."

3. PREMISES

- 3.1 The Tenant agrees not to assign, sublet or share the possession of the dwelling, or any part thereof, or permit any other person to occupy the same in any circumstances.
- 3.2 The people residing at the dwelling and utilising the Premises as their place of residence will be those notified to the Association at the signing of this agreement and mentioned in the First Schedule hereto.
- 3.3 Allowing any person to reside in the dwelling other than those referred to at 3.2 without the prior written consent of the Association is a breach of the Tenancy Agreement and could lead to a termination of the Tenancy Agreement by the Trust.
- 3.4 The Tenant and Members of the Household shall not use the dwelling for any purpose other than as a residential dwelling. The Tenant must obtain the written consent of the Association for any non-residential use of the dwelling (which consent the Association may, as its discretion, withhold). This includes any trade relating to the sale, repair, maintenance of motor vehicles or other vehicles or machinery in or about the dwelling. Or any other unsuitable trade.

- 3.5 The Tenant shall not exhibit or display any sign-boards, posters or advertising matter on the exterior of the dwelling or in the windows without the prior written consent of the Association, or use the Premises for any illegal or immoral purpose.
- 3.6 The Tenant agrees not to park or allow to be parked, any truck, trailer, caravan or vehicle other than a car or minibus for the Members of the Household's use on the Estate. The Association reserves the right to remove and have impounded any offending vehicles or any abandoned, untaxed vehicles at the expense of the tenant.
- 3.7 The Tenant agrees not to erect, affix or attach or permit to be erected, affixed or attached to the Premises any television, radio aerials or satellite dishes, CCTV equipment or external steel doors to the exterior of the dwelling, or the building containing the dwelling without the prior written consent of the Trust. Where such prior written consent has been provided by the Association for the installation of CCTV, the Tenant shall abide by any rules and guidelines provided by the Association regarding the appropriate use of CCTV and retention of data.
- 3.8 The Tenant and the Members of the Household shall keep the Premises in a clean and sanitary state and shall not allow any refuse or offensive matter to accumulate in the Premises.
- 3.9 The Tenant agrees not to hang or allow to be hung any washing out of the windows of the Premises, or at high level on balconies.
- 3.10 The Tenant agrees to clean or arrange to be cleaned the inside and outside of all accessible windows of the Premises as often as may be necessary.
- 3.11 The Tenant agrees not to keep or permit to be kept any petrol cans, motor spirit or other flammable or explosive material in the Premises or on the Estate/Scheme.
- 3.12 No refuse including grease and cooking oil in solid or liquid form shall be placed, deposited or disposed of into any drain, gully trap, sink or other sanitary fittings. Any blockage or damage or resulting from such actions shall be made good to the satisfaction of the Association at the expense of the Tenant.
- 3.13 The Tenant shall pay for the replacement of any keys and/or key fobs which are given to the Tenant at the commencement of the Tenancy and which are subsequently lost or mislaid. The replacement of locks is also the responsibility of the Tenant.

4. INSURANCE

- 4.1 The Association shall obtain and maintain a policy of insurance in respect of the structure of the dwelling, that insures the Association against damage to, and loss and destruction of, the dwelling, and that indemnifies, to an amount of at least €250,000, the landlord against any liability on his or her part arising out of the ownership, possession and use of the dwelling, save where a policy of insurance is not obtainable, or is not obtainable at a reasonable cost.
- 4.2 The Tenant shall be responsible for insuring the Contents of the Premises for accidental damage, fire and theft.
- 4.3 The Tenant and Members of the Household agree not to do or permit to be done or omit to do anything which might cause any policy of insurance relating to the Premises or any neighbouring property owned by the Association to become void or voidable wholly or in part nor to do anything whereby any abnormal or loaded premium may become payable.

- 4.4 The Tenant shall keep the Association fully indemnified from and against all actions, proceedings, claims, demands, losses, costs, expenses, damages and liability arising directly or indirectly from:-
- (a) breach by the Tenant of any of the provisions of this Agreement;
 - (b) the use of or works carried out on or to the Premises during the Tenancy;
 - (c) any act, neglect or default by the Tenant or any other person on the Premises with its actual or implied authority;

5. JOINT AND SEVERAL LIABILITY / SOLE TENANT / MULTIPLE TENANTS

- 5.1 Where there is more than one Tenant residing in the dwelling, they shall be jointly and severally liable for all rent and for the costs incurred by the Association in remedying any breach of the tenants' obligations.
- 5.2 In tenancies where there are more than one tenant, if one tenant vacates the dwelling without the Tenancy being terminated, the remaining Tenant or Tenants will continue to be liable for the full rent due and for the consequences of any other breach of the tenant obligations, until such time as a new tenancy and rent assessment has been agreed between the Association and the remaining Tenant or Tenants.
- 5.3 In tenancies where there is only one Tenant in occupation of the dwelling and the Tenant vacates the dwelling, the tenancy shall be deemed to be terminated and no rights shall accrue for any remaining occupants.
- 5.4 On the death of a Tenant in the case of a Joint Tenancy the tenancy will revert to the surviving Tenant named in this Agreement.
- 5.5 A *Part 4* tenancy shall terminate on the death of a tenant, or may, where the following conditions arise, continue until the expiry of the *Part 4* tenancy. The conditions are that a family member, as defined in this section, resident in the dwelling, elects in writing to become a tenant and where they are included in the household assessed as entitled to social housing support pursuant to section 20 of the Housing (Miscellaneous Provisions) Act, 2009. The definition of 'family member' means spouse or civil partner, a cohabitee who has occupied the dwelling for a least 6 months ending on the tenant's death, a child, stepchild, foster or adopted child of the tenant, or a parent of the tenant.

6. GUESTS / VISITORS

- 6.1 The Tenant and Members of the Household shall only allow persons personally known to them onto the Scheme/Estate and into the Premises.
- 6.2 The Tenant will be responsible for the conduct of the Guests and Visitors of the Members of the Household, and all persons allowed onto the Estate/Scheme and into the Premises by them including where, when and if in breach of this Agreement.
- 6.3 The Tenant must inform the Association of any persons remaining in the Premises for longer than two weeks and the Tenant must apply to the Association for the Association's consent to that person or persons remaining in the Premises.

7. REPAIRS

- 7.1 The Tenant agrees to carry out the repairs for which they are liable; (as noted in Appendix A of this agreement and in the Tenant's Handbook) and which includes all internal fixtures and fittings.

- 7.2 The Tenant agrees to replace any broken glazing in the Premises where damage has been caused by actions of the tenant or any other occupant.
- 7.3 The Tenant will reimburse the Association for any expense incurred in repair work, which results from the Tenant's negligence, or delay in carrying out repairs for which they or any member of the Tenant's household, visitor or guest of the dwelling house are responsible.
- 7.4 The Tenant agrees, upon receiving reasonable notice from the Association, to permit the Association or any person or persons authorised by the Association at all reasonable times to enter the Premises and to inspect its condition or to carry out repairs or renovations which it is the Association's duty to carry out to the dwelling, a neighbouring dwelling or to an adjoining common area.
- 7.5 The Tenant agrees to permit the Association or person or persons authorised by the Association to enter the Premises without notice to in the event that emergency repairs and/or emergency inspection needs to be carried out to the Premises.
- 7.6 The Tenant agrees upon receiving reasonable notice from the Association to allow the Association or persons authorised by the Association to enter the premises in order to inspect, repair or clean neighbouring property or any sewers, drains, pipes wires or cables serving neighbouring property.
- 7.7 The Tenant agrees to permit the Association or persons authorised by the Association to enter the Premises without notice in the event that the emergency repairs and/or emergency inspections need to be carried out to other property of the Association or other neighbouring property.
- 7.8 If the Association requests access for the purpose of a gas or electrical inspection, safety check, maintenance or servicing the tenant shall permit the Association or persons authorised by the Association (including its appointed Registered Gas or Electrical engineer, if necessary) reasonable access to the property in order to carry out such safety checks, maintenance or servicing.
- 7.9 The Tenant shall notify the Association as soon as is reasonable of any defect that arises in the dwelling that requires repair work that is the responsibility of the Association to repair so as to enable the Association to comply with their obligations in relation to the dwelling.
- 7.10 If the dwelling let has a garden, the Tenant shall keep it in good order and condition and free from rubbish, waste and litter, clean gully traps and cut grass regularly, the Tenant shall not plant trees or shrubs which shall be or become injurious to the premises or to the adjacent property. The Tenant shall ensure all hedges and trees are trimmed.
- 7.11 The Tenant shall allow the Association a reasonable period of time to carry out any repair, having regard to the impact a delay in carrying out the repair will have on the health and safety or quality of the living environment of the Tenant.
- 7.12 The Association shall reimburse the Tenant in respect of all reasonable and vouched-for receipted expenses that are incurred by the Tenant in carrying out repairs to the structure or interior of the dwelling for which the Association is responsible, provided the following conditions are satisfied:

- (i) the Association has refused or failed to carry out the repairs at the time the Tenant requests them to do so, and
- (ii) the postponement of the repairs to some subsequent date would have been unreasonable having regard to either a significant risk to the health or safety of the Tenant or other lawful occupants of the dwelling or a significant reduction in the quality of the Tenant's or lawful occupants' living environment caused by a delay in carrying out the repairs. The tenant must provide receipts for any such expenditure.

8. RUBBISH

- 8.1 In Apartment complexes where there is a communal refuse collection area. The Association shall provide receptacles suitable for the storage of refuse outside the dwelling, save where the provision of such receptacles is not within the power or control of the Association in respect of the dwelling concerned.
- 8.2 The Tenant agrees to secure all refuse bags and to dispose of refuse at the designated areas through the refuse collection service provided, in a manner which will not cause any littering to occur. Refuse may not be stored in the Premises, on the balcony, outside the front door, in the Common Areas or on any other part of the Scheme. Refuse must be stored in the designated refuse storage areas and the Tenant shall not dump refuse in locations where there is no arranged collection of refuse.
- 8.3 The Tenant agrees to pay any refuse collection or waste management charges which are now payable or which may at any time be introduced after the date of this agreement.
- 8.4 Tenants with their own private access are required to provide an appropriate means of rubbish disposal.
- 8.5 The Tenant shall not keep possessions or waste in the dwelling in such a way as to impede circulation throughout the dwelling, and in particular shall not impede access to the exits and windows of the dwelling or in a way that poses risk in the event of fire, or in a way that is a threat to human health.
- 8.6 The Tenant shall not dispose of large items of furniture or appliances in communal areas. The Tenant agrees to arrange appropriate removal of all unwanted items from their premises.
- 8.7 The Tenant shall not store within the dwelling or adjoining outbuildings items that are dangerous or hazardous, including gas cylinders and car batteries.

9. ALTERATIONS / IMPROVEMENTS

- 9.1 The Tenant and the Members of the Household agree not to alter or improve the interior or exterior of the Premises, or to erect any fixture including fences, without the prior written consent of the Association, which consent the Association,
 - (a) in the case where such alteration or improvement consists only of repairing or painting and decorating, or any of those things, may not unreasonably withhold;
 - (b) in any other case, may in their absolute discretion, withhold.

9.2 The Tenant agrees to remove any unauthorised alterations, improvements or additions to the Premises, if requested by the Association and to reimburse the Association for any expenses incurred by the Association in removing unauthorised alterations, improvements or additions.

10. CONDUCT TOWARDS NEIGHBOURS

10.1 The Tenant agrees that the Tenant or any member of the Tenant's Household, guest or visitor will not cause any nuisance, annoyance or disturbance to the occupier of any neighbouring premises, visitor or any other person, such activity includes the use of substances prohibited by law, all criminal activity, violence or threats, acts of omission, causing obstruction or noise.

10.2 The Tenant or any member of their Household or guest or visitor shall not harass or abuse any person by virtue of ethnicity, colour, religion, gender, sexual orientation, age, disability or act in any way to disturb the quiet and peaceful enjoyment of any Tenant, visitor, neighbour, Officer of the Association or individual carrying out work on the instructions of the Trust.

10.3 The Tenant or any member of the Household shall not trespass on any other premises or allow trespass to occur on their Premises.

10.4 The Tenant shall not behave in an anti-social manner in the dwelling or in the vicinity of the dwelling and the Tenant shall not allow any member of the household or any visitor to behave in an anti-social manner. To behave in an anti-social manner is as defined in the Housing (Miscellaneous Provisions) Act, 1997 and includes behaviour that:

- (a) constitutes the commission of an offence, being an offence the commission of which is reasonably likely to affect directly the well-being or welfare of others; or
- (b) to engage in behaviour that causes or could cause fear, danger, injury, damage or loss to any person living, working or otherwise lawfully in the dwelling concerned or its vicinity and, without prejudice to the generality of the foregoing, includes violence, intimidation, coercion, harassment or obstruction of, or threats to, any such person; or
- (c) to engage, persistently, in behaviour that prevents or interferes with the peaceful occupation by any other person residing in any other dwelling contained in the property containing the dwelling concerned or by any other person residing in a neighbouring dwelling in the vicinity of the dwelling or the property containing the dwelling concerned. This includes the transmission of loud noise or loud music, or any other behaviour, which would be a source of inconvenience to occupants of this dwelling or any neighbouring dwellings or properties.

10.5 The Association reserves the right to take legal action against any Tenant or member of their Household and/or guest or visitor who engages in such anti-social behaviour.

11. CONDUCT TOWARDS HOUSEHOLD

11.1 The Tenant agrees that the Tenant or any member of their Household will not threaten or act with violence towards another member of the Household.

11.2 The Tenant agrees to obey any court order obliging them to leave the Premises.

12. CONDUCT TOWARDS ASSOCIATION STAFF

12.1 The Tenant agrees that the Tenant or any member of their Household or any guest or visitor shall not cause any nuisance, annoyance or disturbance or threaten or act with violence

towards any Officer or staff member of the Association, or person authorised by the Association to act on behalf of the Association.

13. COMPLAINTS

- 13.1 The landlord offers a complaints procedure for the tenant to raise any problems they have regarding the tenancy. The complaints policy and procedure is set out in the attached tenant handbook.
- 13.2 If the Association receives from a third party or parties complaints against any Tenant or Tenants the Association will investigate the complaint(s) before taking any action.
- 13.3 If the Association considers that any of the Tenant's obligations in this agreement are not being fulfilled, the Association may give the Tenant details of the alleged breach or breaches and written notice requiring the Tenant to comply with their obligations as set out in the Agreement.
- 13.4 If the dwelling is one of a number of dwellings comprising an apartment complex, where there is a management company in operation. The Association shall forward to the management company any complaint made in writing by the Tenant concerning the performance by the company of its functions in relation to the complex, to forward to the tenant any initial response by the management company to that complaint, and to forward to the tenant any statement in writing made by the management company in relation to that complaint.

14. ABSENCES

- 14.1 The Tenant shall notify the Association of any absences from the Premises that exceed two consecutive week's duration.
- 14.2 The Tenant shall reside in and occupy the Premises as their only ordinary place of residence during the tenancy and shall not cease to reside in the Premises for a period of more than four consecutive weeks without the prior consent in writing of the Association. If the Tenant ceases to reside in the Premises for a period of more than four consecutive weeks the Association has the right to terminate the tenancy.
- 14.3 The Tenant shall inform the Association of any person(s) remaining in the Premises in a caretaking capacity.

15. ASSOCIATION PROPERTY

- 15.1 The Tenant shall not cause, or allow to be caused, damage to Association property by wilful neglect, or intentional acts.
- 15.2 The Tenant shall not act in any way, which would allow the Association to incur any liability.
- 15.3 The Tenant shall not act in any way which would cause deterioration to the dwelling, having regard to normal wear and tear, in particular the duration of the tenancy, the extent of occupation of the dwelling and any other relevant factors.

16. PETS

- 16.1 The Tenant and/or Members of the Household shall not keep any pets in or about the dwelling except those notified to the Association at the commencement of the tenancy and detailed in the Second Schedule hereto, or additional domestic pets for which prior consent has been sought and given by the Trust.
- 16.2 The Tenant shall not be permitted to keep pets in properties which do not have external private access. Furthermore any restrictions regarding the keeping of pets set down in management company house rules must be adhered to.
- 16.3 The Tenant shall be liable for any damage caused by animals under their ownership and will be responsible for the collection and disposal of any of the animal's excretory matter.
- 16.4 The pet owner must comply with all legislation governing the ownership of domestic pets.
- 16.5 The Tenant shall not keep any poultry, pigs, goats, horses, birds or other animals (other than domestic pets which are not likely to create a nuisance or become a source of annoyance) on the Premises. If domestic pets are notified and approved by the Association the Tenant shall ensure that no nuisance is thereby caused and the sheds, shelters or yards where such domestic pets are housed shall be properly constructed, paved and drained. All domestic pets shall be kept under control, confined or tied.
- 16.6 In particular the Tenant must adhere to the rules in relation to the keeping of the following breeds as set out in Article 5.1 of the Control of Dogs Regulations, 1998.
- (i) American Pit Bull Terrier;
 - (ii) Bulldog;
 - (iii) Bull Mastiff;
 - (iv) Doberman Pinscher;
 - (v) English Bull Terrier;
 - (vi) German Shepherd (Alsatian);
 - (vii) Japanese Akita;
 - (viii) Japanese Tosa;
 - (ix) Rhodesian Ridgeback;
 - (x) Rottweiler;
 - (xi) Staffordshire Bull Terrier;
 - (xii) And to every dog of the type commonly known as a Ban Dog (or Bandog), and to every other strain or cross of every breed or type of dog described in Article 5.1 of the aforesaid Regulations.
- A tenant shall not permit any dog to which article 5.1 applies to be in a public place unless such dog is:—
- (i) securely muzzled; and
 - (ii) being led by a sufficiently strong chain or leash, not exceeding two metres in length, by a person over the age of sixteen years who is capable of controlling the said dog.

17. COMMUNAL FACILITIES

- 17.1 The Tenant agrees to comply with the rules and regulations of the Association, including rules and regulations introduced after the date of this Agreement, with regard to the use of the Communal Facilities. The Association reserves the right to change the type and/or use of the Communal Facilities at any time.
- 17.2 If the dwelling or one of a number of dwellings is a multi-unit development, with a Management Company in operation the Tenant and all other occupants shall abide by the House Rules

provided by the said Management Company in relation to the quiet enjoyment of the multi-unit development. (a copy of the relevant house rules are attached)

18. OBLIGATION TO PARTICIPATE IN ANY TENANCY SUPPORT OR CARE SUPPORT PROGRAMME

18.1 Where the tenancy is accompanied by a tenancy support or care support programme, the tenant shall participate in the tenancy support or care support programme. Not participating in such a tenancy support or care support programme when requested by the Association represents a breach of this Tenancy Agreement and may lead to a termination of the tenancy by the Association

19. BREACH OF THIS AGREEMENT

19.1 A breach of any term of this agreement by a Member of the Household will be deemed to be a breach of this Agreement by the Tenant. The Association has the right to terminate this agreement for any such breach.

19.2 The Tenant shall be liable for all costs (including debt recovery Legal Fees) which may be incurred by the Association as a result of any breach of this Agreement by the Tenant.

20. PROBATIONARY PERIOD / NOTICE / TERMINATION

20.1 During the Probationary Period (first 6 months of a tenancy), the Association may without specifying a reason terminate this Agreement by the service of four weeks' notice of termination in writing to the Tenant.

20.2 The Tenant shall acquire security of tenure under Part 4 of the Residential Tenancies Act, 2004, as amended, after they have occupied the dwelling under a tenancy for a period of 6 months from the start of this Tenancy. Once the Tenant has been in occupation of the dwelling for six months, the Tenant is entitled to remain in the property for a further five and a half years.

20.3 Once a further Part 4 tenancy commences, the Association will only be entitled to terminate the tenancy on one of the termination grounds in accordance with Section 34 of the Residential Tenancies Act, 2004 as amended by Section 28 of the Residential Tenancies (Amendment) Act, 2015.

20.4 Where a tenant has acquired Part 4 security of tenure as provided by the Residential Tenancies Act, as amended, the Association may terminate the Tenancy in accordance with the Residential Tenancies Act by serving a valid notice of termination where:

20.4.1 the dwelling is no longer suitable to the accommodation needs of the Tenant and the other occupants having regard to the number of bed spaces and the size and composition of the occupying household. Where the Association seeks to avail of this provision, it will be in accordance with paragraph 2 of the Table to Section 34 of the Residential Tenancies Act, 2004 as amended by Section 28(b) of the Residential Tenancies (Amendment) Act, 2015.

20.4.2 the Association intends to transfer its interest in the dwelling, for full consideration, within three months of the termination of the tenancy. Where the Association seeks to avail of this provision, it will be in accordance with paragraph 3 of the Table to Section 34 of the Residential Tenancies Act, 2004 as amended by Section 28(c) of the Residential Tenancies (Amendment) Act, 2015

- 20.4.3 vacant possession is necessary to carry out refurbishment or renovation of the dwelling or the property containing the dwelling. Where the Association seeks to avail of this provision, it will be in accordance with paragraph 5 of the Table to Section 34 of the Residential Tenancies Act, 2004 as amended by Section 28(e) of the Residential Tenancies (Amendment) Act, 2015
- 20.4.4 the Association intends to change the use of the dwelling or the property containing the dwelling from that of a residential dwelling. Where the Association seeks to avail of this provision, it will be in accordance with paragraph 6 of the Table to Section 34 of the Residential Tenancies Act, 2004 as amended by Section 28(f) of the Residential Tenancies (Amendment) Act, 2015
- 20.5 The Association may terminate the tenancy where the Tenant has failed to comply with an obligation under the Residential Tenancies Acts or this Tenancy Agreement and the Tenant has failed to rectify the breach after having been notified in writing of the breach by the Trust
- 20.6 The Association may at its absolute discretion withdraw a Notice of Termination issued for any breach of this Agreement provided the breach is immediately rectified by the Tenant and no further breach occurs.
- 20.7 Where the tenancy is being terminated by the Association by reason of the failure of the Tenant to comply with any of the obligations of the tenancy, the period of notice to be given by the Association shall be:
- 20.7.1. **7 days**, if the tenancy is being terminated by reason of the behaviour of the tenant, or any occupant in the tenancy that is behaviour such as that set out at 10.4(a) and 10.4(b) herein or behaviour that is threatening to the fabric of the dwelling or the property containing the dwelling;
- 20.7.2 **28 days**, if the tenancy is being terminated for any other reason (but not a failure to pay an amount of rent due), or if it is for the reason of a failure to pay an amount of rent, service charge, charge or tax due and the tenant has been notified in writing by the Association that an amount of rent, service charge, charge or tax due has not been paid and 14 days elapse from the receipt of that notice without the amount concerned having been paid to the Trust.
- 20.8 Where the breach relates to a failure to pay rent, the Association may terminate the tenancy after a period of 14 days has elapsed from service of the notification of the amount of rent due. For the purpose of clarity, the notification referred to in this Clause is not required where the Tenant has committed an act which merits a 7 day Notice of Termination as provided for in Clause 20.6.1 herein.
- 20.9 Where the tenancy is being terminated by the Tenant by reason of the failure of the Association to comply with any of the obligations of the tenancy, the period of notice to be given by the Tenant shall be:
- 20.9.1. **7 days**, if the tenancy is being terminated by reason of the behaviour of the Association that poses an imminent danger of death or serious injury or imminent danger to the fabric of the dwelling or the property containing the dwelling, or;

20.9.2 **28 days** if the tenancy is being terminated for any other reason, provided that the Tenant has informed the Association in writing of the failure and the Association does not remedy the failure within a reasonable time after being so notified.

20.10 The Association and the Tenant may agree to terminate the tenancy on agreement and for a lesser period of notice so long as this agreement is reached at the time that one party of the other seeks to terminate the tenancy.

20.11 On termination of the tenancy the Tenant will deliver up to the Association the Premises in a good and Tenantable condition, the Tenant will remove all their belongings and all the Tenant's property and make good any damage caused by the removal of fittings, they will secure the Premises and hand up the keys to an officer or representative of the Association.

20.12 If the Tenant fails to remove the Tenant's property from the Premises and/or Scheme at the end of the tenancy, the Association shall not be liable for the storage or retention of the Tenant's property. The Association shall remove and dispose of the Tenant's property in such manner as the Association deems fit.

20.13 The Tenant confirms that he does not have any legal or equitable interest or any ownership in the Premises.

21. NOTICES

21.1 Save for the notice periods provided at Clause 20.6 herein, the notice periods as set out in Section 66 of the Residential Tenancies Act, 2004 as amended by Section 31 of the Residential Tenancies (Amendment) Act, 2015 (or as amended by any subsequently amending legislation) will apply where the Association seeks to terminate the Tenancy on grounds other than a breach of tenancy obligations by the Tenant;

21.2 Save for the notice periods provided at Clause 20.8, unless the Tenant seeks to terminate the Tenancy due a failure by the Association to comply with their obligations under the Tenancy Agreement or under the Acts, the notice periods as set out in Section 66 of the Residential Tenancies Act, 2004 as amended by Section 31 of the Residential Tenancies (Amendment) Act, 2015 (or as amended by any subsequently amending legislation) will apply.

21.3 VALIDITY AND SERVICE OF NOTICES

21.3.1 Any Notice of Termination to be given hereunder must;

- (a) be in writing (a text/email is not permitted).
- (b) be signed by the landlord (or an authorised agent)
- (c) specify the date of the notice
- (d) specify the required notice period. (The notice period will depend on the length of the tenancy and the reason for issuing the notice)
- (e) state the reason for the breach of obligation as contained in section 34 of the Act If the tenancy has been held for over 6 months.
- (f) specify the termination date. (The day that is to be specified as the termination date is the last day of the notice period. The notice period starts on the day following service of the notice of termination)
- (g) state that the Tenant has a whole of 24 hours to vacate the property at the end of the notice period.

- (h) state that any issue as to the validity of the notice may be referred to the Residential Tenancies Board within 28 days of the receipt of the notice.

21.3.2 The Notice of Termination may be served in one of the following ways:

- (a) by leaving the Notice at the dwelling;
- (b) by sending it by pre-paid ordinary post to the Tenant or Tenants to be served, and in the case of a joint tenancy to any one of the joint Tenants, at the address of the Premises herein, or such other address as the Tenant or Tenants shall have previously communicated in writing to the Association, and any such notice sent by post shall be deemed to have been delivered at the expiration of three days from the date of posting;
- (c) by delivery by hand to the address of the Tenant or Tenant to be served; and in the case of a joint tenancy to any one of the joint Tenants, at the address of the Premises herein or such other address as the Tenant or Tenants shall have previously communicated in writing to the Association, and any such notice shall be deemed to have been delivered at the expiration of one day from the date of delivery;
- (d) where it appears that no person is in actual occupation of the Premises, by affixing it in a conspicuous position on the outside of the dwelling or the property containing the dwelling.

22. POSSESSION

- 22.1 Following the termination of the Tenancy, the Tenant shall peaceably and quietly deliver up possession of the dwelling to the Association.
- 22.2 The Association shall have a right to re-enter upon and resume possession of the dwelling for breach, non-performance or non-observance of any of the provisions of the Tenancy Agreement.
- 22.3 If it appears to the Association that the Tenant has abandoned the property for longer than 28 days and rent has not been paid for this period, the Association may serve an Abandonment Notice giving the Tenant 28 days to confirm whether or not they intend to occupy the property again. Where confirmation is not received within the specified period the Association reserves the right to issue a Notice of Termination and take possession of the property after the Notice of Termination period expires. The minimum Notice of Termination period will be 28 days notice. If the Tenant has failed to remove the Tenant's property from the Premises and/or Scheme at the end of this period, the Association shall not be liable for the storage or retention of the Tenant's property. The Association shall remove and dispose of the Tenant's property in such manner as the Association deems fit.
- 22.4 The failure or refusal of the Tenant to deliver possession of the premises to the Association at the end of the tenancy will, without prejudice to any legal right or course of action, the Association is entitled to institute proceedings to recover possession of the dwelling.

23. DEPOSIT

- 23.1 After the Tenant has vacated the dwelling, the Association shall return or repay promptly any rent or utility deposit paid by the tenant to the Association on entering into the agreement for the tenancy, subject to any deductions made from the deposit to satisfy any deficit in the payment of rent, or any other charges or taxes payable by the tenant in accordance with the lease, or any amount withheld to repair damage caused by the Tenant to the dwelling.

23.2 Once the relevant provisions of the Residential Tenancies (Amendment) Act, 2015 are commenced, the Association is obliged to remit any rent deposit to the Residential Tenancies Board when registering the tenancy. At the end of a tenancy, the Association applies for an amount, or all, of a deposit in event of default, the Association shall also serve notice of this application to the Tenant.

23.3 Where no deposit has been paid, the Association is obliged to provide a statement, in the prescribed form, stating that the tenant has not paid a deposit and that no deposit is available to provide for a default at the end of the tenancy.

24. BUY BACK OF PROPERTY

24.1 After a period of 5 years from the commencement of the tenancy, the tenant's named in this tenancy agreement may apply to the Association to purchase the property. The purchase price will be determined by an open-market valuation and cannot be less than what the Association paid for the property.

24.2 The relevant terms and conditions which must be met to buy back the property are set down in the Association's policy and procedures.

25. HOUSING (RENT BOOKS) REGULATIONS 1993

25.1 The Association confirms and the Tenant acknowledges that the information required under the Housing (Rent Books) Regulations, 1993 made under the Housing (Miscellaneous Provisions) Act 1992 is set out in the First Schedule hereto and that this agreement constitutes the Rent Book for the purposes of the regulations.

FIRST SCHEDULE

STATEMENT OF INFORMATION REQUIRED UNDER THE HOUSING (RENT BOOKS) REGULATIONS, 1993

1. This statement of information is included in the rent book in accordance with the Housing (Rent Books) Regulations, 1993 and 2010. It does not purport to be a legal interpretation.
2. The tenant of a house is, unless otherwise expressly provided for in a lease, entitled to quiet and peaceable enjoyment of the house without the interruption of the landlord or any other person during the term of the tenancy for so long as the tenant pays the rent and observes the terms of the tenancy.
3. Notice of termination of a tenancy must be in writing and must be made in accordance with the provisions of the Residential Tenancies Acts 2004 as amended.
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 payment in the rent book or acknowledge it by way of receipt. Payments not handed over directly, for example those made by bankers order or direct debit, must, not more than 3 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 rented house is obliged to ensure that the house complies with the minimum standards of accommodation laid down in the Housing (Standards for Rented Houses) Regulations 2008 (S.I. No. 534 of 2008). The Regulations do not apply to houses let for the purpose of a holiday, housing authority demountable houses and communal type accommodation provided by the Health Service Executive and certain approved non-profit or voluntary bodies. With the exception of Article 8 — Food Preparation, Storage and Laundry — the Regulations also apply to houses let by housing authorities and by voluntary bodies. The standards relate to structural condition, the provision of sanitary, heating and refuse facilities, food preparation, storage and laundry, availability of adequate lighting and ventilation, fire safety and the safety of electricity and gas installations.
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 this statement to 'house' includes a flat or maisonette.
10. Copies of the Housing (Rent Books) Regulations 1993, the Housing (Standards for Rented Houses) Regulations 2008 and the Housing (Standards for Rented Houses) (Amendment) Regulations 2009 may be purchased from the Government Publications Sale Office, from the housing authority or obtained online.
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 is as follows:

Local Authority :

Address:

Telephone:

APPENDIX 1
LIST OF REPAIR OBLIGATIONS OF THE LANDLORD AND TENANT

The Association is responsible for maintaining the interior and the exterior of the dwelling in good condition and to carry out repairs to fixtures and fitting that it provided to the dwelling.

The Association may also ask the tenant to pay for any damage beyond normal wear and tear that the tenant or any other occupant has caused to the dwelling or to its fixtures and fittings.

The tenant, or any occupant, shall not act in such a way as to cause damage to the dwelling, except for normal wear and tear. The tenant should report to the landlord any repairs that need to be carried out to the dwelling. The tenant is responsible for all repairs needed to their own possessions or items supplied by the tenant.

Except where the damage is caused by the tenant, the Association is responsible for the following:

- a. **External (where the dwelling is one of a number of dwellings in a multi-unit development, these responsibilities will fall on the owners' management company)**
 - i. Structure and exterior of buildings
 - ii. roof leaks
 - iii. external cracks
 - iv. chimney stacks/pots & cowls
 - v. downpipes, gutters, external pipes
 - vi. paths, driveways, steps
 - vii. boundary walls & fences
 - viii. communal areas
 - ix. open spaces, paths & roads (unless taken in charge by Council)
 - x. Painting of external houses
 - xi. Door entry systems
- b. **Provision of services (where the dwelling is one of a number of dwellings in a multi-unit development, these responsibilities will fall on the owners' management company)**
 - i. Means of supplying water, gas and electricity to the dwelling
 - ii. Fixed source of space heating
 - iii. Primary source of heating of water
 - iv. Communal lighting (unless taken in charge by Council or the dwelling is one of a number of dwellings in a multi-unit development)
 - v. Unblocking drains and sewers
 - vi. Waste receptacles
- c. **Plumbing**
 - i. Servicing of boilers
 - ii. Repair of boilers & hot water tanks
 - iii. Heating/Hot water pumps & timers
 - iv. Radiators
 - v. Electric shower (unit only)
 - vi. Sinks and wash hand basins

- vii. Toilet bowl & cistern
- viii. Repairs to burst pipes (except where the dwelling is one of a number of dwellings in a multi-unit development)

d. Electrical

- i. Wiring, sockets & switches
- ii. Fuse board/circuit breaker
- iii. A fire blanket and either a mains-wired smoke alarm or at least two 10-year self-contained battery-operated smoke alarms. Carbon monoxide alarms. If the dwelling is part of a multi-unit building, the landlord will provide emergency lighting in all common areas and an emergency evacuation plan.

e. Other

- i. Internal & external doors and frames
- ii. Window frames and glazing
- iii. Cleaning chimneys

f. Internal

- i. Adequate means of ventilation inside the house
- ii. Repairing fixtures and fittings that were provided to the dwelling by the landlord.

The tenant is responsible to maintain the following:

- i. The tenant shall repair and maintain any item that belongs to the tenant or that the tenant provided to the dwelling;
- ii. The tenant shall ensure that dwelling is regularly cleaned;
- iii. The tenant shall not cause any damage to the dwelling, its fixtures and fittings and to pay the landlord for the costs of repairing damage the tenant has caused, beyond normal wear and tear;
- iv. If there is a garden or outdoor area, the tenant shall cut the grass and maintain the area in a good standard of repair;
- v. The tenant is responsible for the installation of fixtures and fittings, such as dishwashers, washing machines and cookers, where they are not provided by the landlord
- vi. The tenant shall replace light bulbs during the tenancy;
- vi. The tenant shall report to the landlord any repair issues which arise in the dwelling that are the responsibility of the landlord;
- vii. The tenant shall pay the utility charges for electricity, gas and water for services you use in the dwelling;
- viii. The tenant is obliged to adequately ventilate the dwelling, to prevent excessive condensation in the dwelling.

APPENDIX 2 - INVENTORY

The landlord supplied the following fixtures and fittings to the dwelling. This appendix records the condition of these items as well as photographic evidence of their condition.

(...)

SAMPLE

**APPENDIX 3 -
Multi-unit development house rules
(to be included if the dwelling is part of a multi-unit development)**

(...)

SAMPLE

**APPENDIX 4 –
Copy of Differential Rents Scheme linked to the Tenancy**

SAMPLE