

Respond! Letting Conditions

I accept the tenancy provided by Respond! I declare that I have read, understood and acknowledge receipt of a copy of Respond's Standard Letting Conditions as endorsed here and I agree to observe, perform and comply with same. I/We also continue to authorize and explicitly consent to Respond! transferring our personal data to Local Authorities, Government Departments and other public bodies to enable Respond! claim any Approved Housing Body funding, grant or subsidy available in connection with the Premises.

In this agreement reference to the Residential Tenancies Acts includes reference to the Residential Tenancies Act 2004 and the Residential Tenancies (Amendment) Act 2015 and any further amendments thereto.

Dwelling Allocated (the Premises)

Name of Tenant :(s)

Names of the occupants permitted to reside in the Premises (the Tenant must obtain the permission of the Landlord for all occupants):

Name _____

Tenant's contact details: _____

Name of Landlord: Respond! of Airmount, Dominick Place, Waterford.

Term commencement date: Monday the day of 20.....

Deposit: € _____ Dated the Day of 20.....

Receipt: € _____ Signature of Tenant _____

Weekly Rent: (current) € _____ Service Charge (if applicable) €.....

Date _____ Witnessed _____

You can also seek advice on any of the provisions of this Letting Agreement.

Signed on this Day of 20.....

Tenant

for the Landlord

Joint Tenant

II- Landlord obligations

Peaceful and exclusive possession

2.1 The Landlord will allow the Tenant of the Premises enjoy peaceful and exclusive occupation of the Premises.

Obligation to repair

2.2 The Landlord shall carry out to the structure of the Premises all such repairs as are, from time to time, necessary and ensure that the structure complies with any standards for dwellings for the time being prescribed under section 18 of the Housing (Miscellaneous Provisions) Act 1992, and to carry out to the interior of the Premises all such repairs and replacement of fittings as are, from time to time, necessary so that that interior and those fittings are maintained in, at least, the condition in which they were at the commencement of the tenancy, save for any damage above normal wear and tear caused by the Tenant or other occupants

Refuse storage

2.3 The Landlord shall provide receptacles suitable for the storage of refuse outside the Premises, save where the provision of such receptacles is not within the power or control of the Landlord in respect of the Premises concerned. – Provided Not Provided

Insurance

2.4 The Landlord shall obtain and maintain a policy of insurance in respect of the structure of the Premises, that insures the Landlord against damage to, and loss and destruction of, the Premises, 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 Premises, save where a policy of insurance is not obtainable, or is not obtainable at a reasonable cost.

Deposit

2.5 After the Tenant has vacated the Premises, the Landlord shall return or repay promptly any deposit paid by the Tenant to the Landlord on entering into the Letting Conditions, subject to any deductions made from the deposit to satisfy any deficit in the payment of rent, or any other costs, charges or taxes payable by the Tenant in accordance with the letting Condition, or any amount withheld to repair damage caused by the Tenant to the Premises.

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

Where no deposit has been paid, the Landlord 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.

Reimbursing vouched expenses

2.6 The Landlord 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 Premises, for which the Landlord is responsible, provided the following conditions are satisfied:

- (i) the Landlord has refused or failed to carry out the repairs at the time the Tenant requests him or her 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 the matters calling for repair posed to the health or safety of the Tenant or other lawful occupants of the Premises or a significant reduction those

matters caused in the quality of the Tenant's or lawful occupants' living environment .The Tenant must provide receipts for any such expenditure.

(iii) And said repairs must be completed and certified as required by a reputable and approved contractor

Apartment complaints

2.7 If the Premises is one of a number of dwellings comprising an apartment complex, the Landlord shall forward to the Management Company of the apartment complex any complaint made in writing by the Tenant concerning the performance by the Management 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.

Apartment house rules

2.8 If the Premises is one of a number of dwellings in a multi-unit development, the Landlord shall incorporate any house rules agreed by the multi-unit development with this Letting Agreement.

Termination

2.9 The Landlord shall terminate the tenancy in accordance with the Residential Tenancies Act and the terms of this tenancy agreement.

Acknowledgement of rent and other charges paid

2.10 The Landlord shall provide receipts, by way of a Statement, to show all rent, service charges and other charges paid by the Tenant

Review of rent and service charges

2.11

The Landlord shall notify the Tenant of the amount of rent set following a review of rent. The review of the rent set in accordance with these Letting Conditions will be in accordance with the Landlords Differential Rent Policy where the Premises is owned and provided by the Landlord directly or will be in accordance with the terms of the Lease or contract to the Landlord where the Premises is owned by a local authority and provided to the Landlord under such lease or other contract .

III- Tenant obligations

General obligation of Tenant to comply with tenancy obligations

3.1 The Tenant shall comply with all tenancy obligations provided in **these Letting Conditions** and by the Residential Tenancies Acts and any other relevant enactment. Failure to comply with any one of these obligations may lead to the Landlord terminating the tenancy in accordance with the Residential Tenancies Acts.

Rent and service charge

3.2 The Tenant shall pay the Weekly Rent, any service charge, utility charges and any other taxes provided for in **these Letting Conditions** (whether maximum or differential) in advance each week on the day they are due, without any deductions whatsoever at the time and place appointed by the Landlord The weekly rent as at the date of commencement of this tenancy is € [.....] per week and is liable to be reset from time to time based on the Landlord's Differential Rent Policy or that of [.....] Local Authority, Differential Rent Scheme in force, whichever correctly pertains.

Rent assessment

3.3 The Maximum Rent shall be such figure as may from time to time be considered appropriate by the Landlord's Differential Rent Policy or by [.....] Local Authority Differential Rent Scheme .

3.4 The Maximum Rent may from time to time be reduced depending upon the income of the Tenant and their household and upon such other circumstances as may be considered relevant, and be calculated in such manner as the Landlord's Differential Rent Policy may from time to time decide or by [.....] Local Authority Differential Rent Scheme.. The Maximum Rent as so reduced shall be known as " the differential rent".

3.5 The Tenant shall furnish to the Landlord full and detailed particulars of their present income and the income of each member of their household living with them and shall immediately notify the Landlord of any change in their income or that of any member of their household living with them as soon as such change shall occur, and shall furnish to the Landlord all of the household income and gives authority to the Landlord to seek proofs which it may require in respect of any statement by them and every member of their household living with them also hereby authorises and gives authority to the Landlord to seek and receive any information which the Landlord may require from their employers or from any other source. The Tenant shall from time to time, whenever so requested furnish to the Landlord information on any matter relating to the income, wages, salary, pensions, employment, concurrent contracts of employment, work, means of livelihood, expenses and commitments of themselves or any member of their household living with them , and details of each and every person living in the house at any given time.

3.6 In the event of the Tenant failing or neglecting to furnish the Landlord with any information required, or to give any proof or authority required, or giving false, misleading, or incomplete information or proofs, or failing to notify the Landlord of any change in income, or income of any member of their household residing with them they shall immediately become liable, and be deemed to have become liable to pay the Maximum Rent, or such reduced rent other than the differential rent as shall be fixed by the Landlord's Differential Rent Policy or by [.....] Local Authority Differential rent scheme at its discretion upon the gale day next following the date upon which such change of circumstances, failure or neglect occurred; notwithstanding that such change of circumstance might not, if disclosed, make them liable for the Maximum Rent or reduced rent other than the differential rent so fixed. No receipt or acknowledgement given to the Tenant by any officer of the Landlord in respect of differential rent shall operate to prevent the Landlord in the event of non-disclosure by the Tenant from recovering as arrears all rent due to a rate other than the Differential Rent and the Landlord shall not be required to serve any notice on the Tenant with respect to the aforesaid matters.

3.7 Failure to provide bank statements, pay slips and other statements of income represents a breach of the tenancy agreement and could lead to the termination of the tenancy.

Ordinary place of residence

3.8 The Tenant shall use the Premises as the Tenant's ordinary place of residence. The Tenant , save with the permission in writing of the Manager, shall not cease to reside in the Premises for more than six weeks in the aggregate in any period of fifty-two weeks. In addition, the Tenant shall not leave the Premises continuously unoccupied (other than for normal holiday periods) without notifying the Landlord in writing of its intention to do so but in any event for no longer than 6 weeks with the prior permission in writing of the Landlord }

Use only as a place to live

3.9 The Tenant shall not use the Premises or cause it to be used for any purpose other than as a residential dwelling house. In particular the Tenant shall not use or permit to be used the Premises or any part thereof, or any building or structure on the site, as a shop, workshop, factory or for any trade relating to the sale, repair and maintenance of motor vehicles or other vehicles or machinery in or about the Premises, or for any other purpose whatsoever.

Not to sub-let or assign the tenancy

3.10 The Tenant shall not assign or sub-let the tenancy or part with possession of the Premises or any part thereof or allow any part of the Premises to be occupied by a lodger in any circumstance.

An assignment is where the Tenant vacates the Premises and is replaced by another Tenant. Sub-letting takes place when a Tenant vacates the Premises and is replaced by a sub-Tenant with the intention of resuming the tenancy at a later date. However in exceptional circumstances the Tenant may with the prior written consent of the Landlord and in accordance with the pertaining Letting Policy of the Landlord exchange their tenancy of the Premises for the tenancy of another Premises provided by the Landlord.

Occupants of the Premises

3.11 The Tenant shall only allow the occupants listed in **these Letting Conditions** to reside in the Premises. Allowing a person to live in the Premises where they are not listed in this tenancy agreement, and without the written consent of the Landlord, is a breach of **these Letting Conditions** and could lead to **these Letting Conditions** being terminated by the Landlord. If the Tenant wishes for a person to move into the Premises, they must ask the Landlord for its consent. Any occupants, who may be allowed to reside in the Premises with the consent of the Landlord, are not permitted to become Tenant s of the Premises.

Obligation to participate in any tenancy support or care support programme

3.12 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 Landlord represents a breach of **these Letting Conditions** and may lead to the termination of the tenancy.

Not to damage Premises or contents

3.13 The Tenant shall not commit any wilful dilapidation to the Premises and shall not act in a way that would cause deterioration or damage to the Premises, having regard to normal wear and tear, in particular the duration of the tenancy, the extent of occupation of the Premises and any other relevant factors. Any such damage of whatsoever nature to the Premises , its fixtures or fittings shall be made good immediately by the Tenant to the satisfaction of the Landlord and the Tenant shall notify the Landlord immediately in writing of any such damage that may be occasioned to the Premises or to any property of the Landlord in the Premises . If the Tenant does not restore the Premises as set out above, then the Tenant is obliged to defray any such costs incurred by the Landlord in taking such steps as are reasonable for that purpose and the said amount will be charged back to the account of the Tenant and be paid back on a weekly basis with the rent.

Not to behave anti-socially

3.14 The Tenant shall not behave in an anti-social manner in the Premises or in vicinity of the Premises and the Tenant shall not allow any member of their household or any visitor to the Premises, the estate or the general area to behave in an anti-social manner. The Tenant shall not at any time do, suffer, or

permit to be done any act, matter or thing or be guilty of conduct which in the opinion of the Landlord is calculated to bring the Premises into disrepute, and shall not any time do, suffer or permit to be done any act, matter or thing or be guilty of conduct which, in the opinion of the Landlord is calculated to cause annoyance or give scandal to adjoining owners or occupiers, or to the public generally. The Tenant agrees not to use the Premises for any illegal purposes.

3.15 The Tenant agrees not to commit or allow members of their household or persons visiting to commit any form of harassment, including harassment on the grounds of ethnicity, religion, gender, sexual orientation or disability which may interfere with the peace and comfort of, or cause offence to, any other neighbours or members of their household.

To behave anti-socially means to engage in behavior that:

1. 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,
2. to engage in behavior that causes or could cause fear, danger, injury, damage or loss to any person living, working or otherwise lawfully in the Premises 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
3. to engage, persistently, in behavior that prevents or interferes with the peaceful occupation by any other person residing in the Premises concerned, by any person residing in any other premises contained in the property containing the Premises concerned or by any person residing in a neighboring dwelling in the vicinity of the Premises or the property containing the dwelling concerned. This includes the transmission of loud noise or loud music, or any other behavior, which would be a source of inconvenience to occupants of this dwelling or any neighboring dwellings or properties.

Not to alter the Premises without the consent of the Landlord

3.16 The Tenant shall not alter or improve the interior or exterior of the Premises without the written consent of the Landlord, which consent the Landlord:

(i) in the case where the alteration or improvement consists only of repairing, painting and decorating, or any of those things, may not unreasonably withhold,

(ii) in any other case, may, in his or her discretion, withhold. And in these particular regards, the Tenant shall not execute or allow to be executed any additions, alterations, improvements or other works to or in relation to the Premises, or alter or in any way interfere with the sanitary or electrical fittings, cooking appliances, fireplaces, fences or gates in the Premises nor to erect on the Premises any wireless or television aerial or other equipment for the transmission of electronic signals, without the prior written consent of the Landlord.

3.17 The Tenant shall not erect on the Premises any shed, out-office or building or any garden fencing or television aerial or erect or display any sign, advertisement, writing, drawing, or placard or advertisement of whatsoever nature so as to be visible from the outside without the prior written consent of the Landlord. All constructions, erections and so forth on the Premises are deemed to be Landlord's Fixtures, that is to say, they are the Landlord's property and are not removable by the Tenant at the termination of their tenancy.

3.18 Conditions Nos. 3.16 and 3.17 notwithstanding, the Landlord agrees that any cooking appliance installed in the Premises by the Tenant being their own property, shall remain their own and may be removed by him on termination of their tenancy on the condition that the Premises and its fittings shall be left in good order to the satisfaction of the Landlord .

3.19 The Tenant shall not do or permit or suffer to be done any act, matter or thing on or in respect of the Premises which contravenes the provisions of the Planning and Development Act 2000-2010 or any enactment amending or replacing them and shall keep the Landlord indemnified from and against all actions, claims, demands, costs and liabilities in respect thereof.

Allow Landlord reasonable access

3.20 The Tenant shall allow the Landlord, or any person or persons acting on the Landlord's behalf, access to the Premises, internally and externally at all reasonable times, on a date and time agreed in advance with the Tenant, (save in the case of an emergency whereupon entry may be effected immediately) for the purposes of inspecting the Premises and for the carrying out of necessary works and surveys of the Premises. Such inspections may take place at reasonable intervals, and following written notification. Currently the landlord proposes carrying out two (2) inspections a year.

Notify Landlord of any defect

3.21 The Tenant shall notify the Landlord of any defect that arises in the Premises that requires to be repaired so as to enable the Landlord comply with their obligations in relation to the Premises.

Keep Clean

3.22 The Tenant shall keep the Premises and every part thereof in a clean and sanitary state, and shall not allow or cause any refuse, nuisance or offensive matter to accumulate in any portion thereof and the Tenant shall not permit any water or liquid to soak through the floor of the Premises and shall not throw or deposit or permit to be thrown or deposited dirt, rubbish, rags or other refuse on any garden area.

Allow opportunity to carry out a repair

3.23 The Tenant shall allow the Landlord 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 the quality of the living environment of the Tenant.

Allow access for works

3.24 The Tenant shall allow the Landlord, or any person or persons acting on the Landlord's behalf, reasonable access to the Premises for the purposes of carrying out works, the responsibility of which is that of the Landlord, to the Premises, a neighboring dwelling or to an adjoining common area.

Emergency access to the Premises

3.25 The Tenant agrees and acknowledges that where the Landlord has a concern in respect to the Tenant or a member of the Tenant's household, the Landlord may if it considers it necessary in the interest of health and safety to effect an emergency entry to the Premises without notice to the Tenant.

Garden (if any)

3.26 If the Premises let to the Tenant has a garden, the Tenant shall keep the garden in good order and condition and free from rubbish, waste and litter and the Tenant shall cut the grass regularly and keep the garden free from weeds and shall keep the fences in good condition and any boundary hedges clipped.

3.27. The Tenant shall not plant any trees, hedging or other plants which shall be or become injurious to the Premises or to any adjacent property nor cut down, without the prior written consent of the Landlord any trees that may stand on the Premises .

3.28 House or garden refuse shall not be dumped in the garden or on pathways, roadways or surrounding grounds, but shall be placed in domestic bins (or refuse chutes if provided). All such bins, except on the appropriate refuse collection days, shall be kept to the rear garden or shed.

Parking of cars

3.29 The Tenant shall not park or leave standing any car, cart or other vehicle on the roadway adjoining the Premises in such a manner as to interfere with the reasonable use of the said roadway by the public, or by other Tenant s.

Disposal of refuse

3.30 The Tenant shall register with an approved refuse collector and obtain appropriate waste receptacles, for the removal and disposal of refuse and waste and the Tenant shall not permit the accumulation of waste in or about the Premises. The Tenant shall not dump refuse bags in locations where there is no arranged collection of refuse. The Tenant will be responsible for the Landlord's costs in the event that the Landlord has to make arrangements for the removal of such rubbish and the said amount will be charged back to the account of the Tenant and be paid back on a weekly basis with the rent.

Hoarding

3.31 The Tenant shall not keep possessions or waste in the Premises in such a way as to impede circulation throughout the Premises, in particular to impede access to the exits and windows of the Premises or in a way that poses risk in the event of fire, or in a way that is a threat to human health.

Storage of dangerous items

3.32 The Tenant shall not store on any balcony or shed on the Premises or within the Premises items that are dangerous or hazardous, including petrol cans, motor spirit or other inflammable or explosive material, gas cylinders and car batteries. The Tenant shall not keep or permit to be kept any in the Premises or do or permit to be done any act or thing which may render void or voidable any policy or policies of insurance maintained by the Landlord or which may cause an increase in the premium or premiums payable in respect thereof.

Advertising material

3.33 The Tenant shall not exhibit any sign-boards, posters or advertising matter on the exterior of the Premises or in windows without the written consent of the Landlord.

Satellite dishes / CCTV / external steel doors

3.34 The Tenant shall not affix a satellite dish, CCTV equipment, any type of IT equipment or external steel doors to the exterior of the Premises, or the building containing the Premises, unless the Tenant obtains the written consent of the Landlord.

It is the Landlord's general policy not to allow any such CCTV or IT equipment to be affixed to the Premises. However in the unusual event that the Landlord does give written consent to the installation of CCTV or other IT equipment, the Tenant shall abide by any rules and guidelines provided by the Landlord regarding the appropriate use of CCTV and the retention of data and furthermore the Tenant shall immediately remove the said equipment (whether placed there with or without the landlords consent) when called upon by the Landlord to do so or otherwise the Landlord may remove same and in that event the Tenant will be responsible to defray the Landlords costs of having to remove same and the said amount will be charged back to the account of the Tenant and be paid back on a weekly basis with the rent.

Pets

3.35 The Tenant shall not keep pets in or about the Premises without the written consent of the Landlord or to engage in the breeding of animals in or about the Premises. The Landlord will not grant permission for a Tenant to keep pigs, goats, hens, ducks, pigeons, snakes or any of the following dogs or any of their cross-breed: American Pit Bull Terrier, Staffordshire Bull Terrier, English Pit Bull Terrier, Bull Mastiff, Doberman Pinscher, German Shepherd, Rhodesian Ridgeback, Rottweiler, Japanese Akita, Japanese Tosa and any cross-breeds. Where the Landlord does consent to the keeping of a pet, the Tenant must clean and remove any soil or dirt that the pet leaves in the Estate in which the Premises is situated.

Obligation on vacating the Premises

3.36 The Tenant is obliged to vacate the Premises following the expiry of a notice of termination and to return the Premises without deterioration, save for normal wear and tear. All keys and fobs of the Premises shall be given to the Landlord's representative directly.

Charges and Payments

3.37 The Tenant shall promptly pay and indemnify the Landlord against all charges in respect of water, telephone, gas, ESB, rates and any other services or utilities used or consumed on the Premises.

Insurances

3.38 The Tenant shall not do or omit to do anything which might cause any policy of insurance relating to the Premises or the building of which the Premises forms part or any adjoining property owned by the Landlord to become void or voidable wholly or in part nor (unless the Tenant has previously notified the Landlord and agreed to pay the increased premium) to do anything whereby any abnormal or loaded premium may become payable. In the event of the Premises or any part thereof and/or the building or estate of which it forms part being destroyed or damaged from any of the risks insured against by the Landlord And the whole or part of the insurance monies in respect of same being irrecoverable by reason of any act or default of the Tenant, then in every such case, the Tenant shall pay to the Landlord the whole or (as the case may be) a fair proportion of the cost of rebuilding and renovating the Premises and/or the building or estate of which it forms part]

3.39 The Tenant shall take out and maintain its own insurance policy in respect of household contents incorporating liability in respect of the Tenant being a property occupier.

Local Authority Notices

3.40 The Tenant shall notify the Landlord forthwith in writing of every notice received at the Premises from the Local or other Authority concerning the Premises and to comply therewith as quickly as possible insofar as the Tenant is liable.

Rights and Easements required by the Landlord

3.41 The following rights and easements are excepted and reserved out of the Premises to the Landlord and the Tenants and occupiers of the building and all other persons authorised by the Landlord having the like rights and easements.

3.43 The free and uninterrupted passage and running of utilities through the conduits which are now, or may at any time during the term of this agreement be in, on, under or passing through or over the Premises .

3.44 The right, at all reasonable times upon reasonable prior notice except in cases of emergency) to enter the Premises in order to inspect, cleanse, repair, remove, lay or execute any works whatsoever to or in connection with the conduits and any other services; and/or to execute repairs decorations, alterations and any other works and to make installations to the Premises , the Landlord's building or the estate or any adjoining property including raising the height of the Landlord's building or any adjoining property.

3.45 The right to erect scaffolding for the purpose of repairing or cleaning the building or which the Premises forms part or for any other purpose notwithstanding that such scaffolding may temporarily interfere with the proper access to or the enjoyment of and use of the Premises .

3.46 The right to erect and maintain signs on the Premises and on the building of which the Premises forms part and any Premises abutting the same for the purpose of a planning or other application in respect of any Premises or for any other purpose whatsoever.

3.47 The rights of light, air, support, protection and shelter and all other easements and rights now or hereafter belonging to or enjoyed by other parts of the building (of which the Premises forms part) or by any adjoining property.

3.48 The air space over and the ground below the Premises.

3.49 Where applicable , the right to enter the Premises (in times of emergency or during fire drills) for the purpose of obtaining access to, or using, any of the fire escapes or routes of escape in the building (of which the Premises forms part) whether or not in existence at the date hereof.

Deposit

3.50 The Tenant shall deposit and maintain the sum of €[.....](..... hundred and.....euro) «DepositValue» as security to be retained by the Landlord which may at any time apply the said sum or any part thereof in full or partial discharge of any sum due by the Tenant for rent or costs or for expenses of any repairs or works which the Tenant is hereby bound to carry out and which the Landlord may be obliged to carry out by reason of the Tenant's default. /Such deposit of € [.....](..... hundred and.....euro) «DepositValue» may be payable in one sum or, in exceptional circumstances and where expressly agreed with the Landlord to reflect those circumstances, the sum of €[.....](..... hundred and.....euro) «DepositValue» on the signing of **these Letting Conditions** and/ €[.....](..... hundred and.....euro) per week for the first twelve months of this tenancy until such time as the total amount of deposit in the sum of €[.....](..... hundred and.....euro) «DepositValue» is paid in full.

3.51 The Tenant agrees to participate in the affairs of the estate for the common good of all Tenants of the estate and in particular the Tenant agrees to co-operate with whatever estate management structures are deemed appropriate by the Landlord.

3.52 It is an expressed condition of the tenancy that the above conditions made by the Landlord for the control and maintenance of the Premises shall be binding on the Tenant and any breach of any one thereof shall be sufficient grounds for the Landlord to determine the tenancy.

Joint and several liability

3.25 Where there is more than one Tenant residing in the Premises, they shall be jointly and severally liable for all rent and for the costs incurred by the Landlord in remedying any breach of Tenant obligations.

Obligation to abide by management company house rules

3.26 If the Premises is one of a number of dwellings in a multi-unit development, the Tenant and all other occupants shall abide by house rules provided by the management company in relation to the quiet enjoyment of the multi-unit development.

IV – Termination of the tenancy

4.1 The tenancy shall be terminated in accordance with the Residential Tenancies Acts, save for any fixed term provided in this tenancy agreement.

4.2 The Landlord and Tenant shall terminate the tenancy by serving a valid notice of termination as provided by the Residential Tenancies Acts. The Landlord and Tenant may also agree to terminate the tenancy for a lesser period so long as this agreement is reached at the time that one party or the other seeks to terminate the tenancy.

Notice period where tenancy terminated due to a breach by the Tenant of a tenancy obligation

4.3 Where the tenancy is being terminated by the Landlord 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 Landlord shall be:

1. **7 days**, if the tenancy is being terminated by reason of behavior of the Tenant, or any occupant in the tenancy that is behavior that 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, behavior that causes or could cause fear, danger, injury, damage or loss to any person living, working or otherwise lawfully in the Premises 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, behavior that is threatening to the fabric of the Premises or the property containing the Premises,
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 Landlord that an amount of rent due has not been paid and 14 days elapse from the receipt of that notice without the amount concerned having been paid to the Landlord.

Grounds on which the Landlord can terminate a Part 4 tenancy

4.4 The Tenant shall acquire security of tenure under Part 4 of the Residential Tenancies Act 2004 as amended by the Residential Tenancies (Amendment) Act 2015 after they have occupied the Premises under a tenancy for a continuous period of 6 months from the 7th April 2016, or if the tenancy commenced after this date, then 6 months after the start of this tenancy.

Where a Tenant has acquired Part 4 security of tenure as provided by the Residential Tenancies Act 2004 as amended by the Residential Tenancies (Amendment) Act 2015 the Landlord may terminate the tenancy if any of the following grounds arise:

Breach by the Tenant of an obligation under these Letting Conditions or the Residential Tenancies Acts

The Landlord may terminate the tenancy where the Tenant has failed to comply with an obligation under the Residential Tenancies Acts or in **these Letting Conditions** and the Tenant has failed to rectify this breach after having been notified in writing of the breach by the Landlord.

Where the breach relates to a failure to pay rent, the Landlord may terminate the tenancy after a period of 14 days elapsed from the service of the notification of the amount of rent due.

For the sake of clarity, the notification referred to in this section is not required where the Tenant has committed an act which merits a 7-day notice of termination as provided for in 4.3 of this tenancy agreement.

Premises is no longer suitable for the Tenant and other occupants

The Landlord may terminate the tenancy where the Premises 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 a Landlord seeks to avail of this provision, it will provide a statement, specifying the number of bed spaces in the Premises and the grounds on which the Premises is no longer suitable having regard to the number of bed spaces and the size and composition of the occupying household.

The Landlord intends to transfer the whole of its interest, for full consideration

The Landlord may terminate the tenancy where the Landlord, intends to transfer its interest in the Premises, for full consideration, within three months of the termination of the tenancy. When relying on this ground, the Landlord will provide to the Tenant a statutory declaration that it intends to enter into an enforceable agreement to transfer to another, for full consideration, of the whole of its interest in the Premises or the property containing the Premises.

The Landlord intends to substantially refurbish the Premises

The Landlord may terminate the tenancy where vacant possession is necessary to carry out refurbishment. The Landlord will provide with the notice of termination, a statement specifying the nature of the intended works and in a case where planning permission has been obtained, a copy of the planning permission shall be attached to the notice or statement, and where planning permission is not required, the statement shall specify the name of the contractor, if any, employed to carry out the intended works, and the dates on which the intended works are to be carried out and the proposed duration in which those works are to be carried out. If the Tenant provides their contact details to the Landlord, the Landlord shall offer the Premises to the Tenant for letting once the refurbishment is completed, should it become available for letting within 6 months of the expiry of the notice.

The Landlord intends to change the use of the Premises

The Landlord may terminate the tenancy if the Landlord intends to change the use of the Premises from that of a residential dwelling. Where planning permission is required for such a change, the Landlord shall first obtain such permission prior to terminating the tenancy. The notice of termination shall be accompanied by a statement specifying the intended new use of the Premises. If planning permission has been obtained, a copy of the planning permission in respect of the change of use shall be attached to the notice or statement. The statement must also state whether works are to be carried out in respect of the change of use and where such works are required, the statement shall specify the details of those works, the name of the contractor, if any, employed to carry out such works and the dates on which the intended works are to be carried out and the proposed duration of the period in which those works are to be carried out. If the Tenant provides their contact details to the Landlord, the Landlord shall offer the Premises to the Tenant for letting, should it become available for letting within 6 months of the expiry of the notice.

Notice periods to be provided by the Landlord when terminating a tenancy

4.5 Save for the notice periods provided in 4.3, the following minimum notice periods will apply where the Landlord seeks to terminate a tenancy on grounds other than a breach of tenancy obligations by the Tenant.

Duration of tenancy	Notice period
Less than 6 months	28 days
6 or more months but less than 1 year	35 days
1 year or more but less than 2 years	42 days
2 years or more but less than 3 years	56 days
3 years or more but less than 4 years	84 days
4 years or more but less than 5 years	112 days

5 years or more but less than 6 years	140 days
6 years or more but less than 7 years	168 days
7 years or more but less than 8 years	196 days
8 years or more	224 days

These notice periods are minimum notice periods and a Landlord may provide for longer notice periods. Where a tenancy is of less than six months' duration, the maximum notice period shall be 70 days.

General notice periods for the Tenant to terminate a tenancy

4.6 Unless the Tenant seeks to terminate a tenancy due to a failure of the Landlord to comply with their obligations under **these Letting Conditions** or under the Residential Tenancies Acts, the following notice periods shall apply:

Duration of tenancy	Notice period
Less than 6 months	28 days
6 or more months but less than 1 year	35 days
1 year or more but less than 2 years	42 days
2 years or more but less than 4 years	56 days
4 years or more but less than 8 years	84 days
More than 8 years	112 days

For the purpose of calculating these notice periods, the commencement date shall be 6 months after the date the relevant provisions of the Residential Tenancies (Amendment) Act 2015 are commenced, that is the 7th April 2016 or if the tenancy commenced after this date, 6 months after the tenancy started.

Notice periods for the Tenant to terminate the tenancy where the Landlord is in breach of an obligation

4.7 Where the tenancy is being terminated by the Tenant by reason of the failure of the Landlord to comply with any of the obligations of the tenancy, the period of notice to be given by the Tenant shall be:

1. **7 days**, if the tenancy is being terminated by reason of behavior of the Landlord that poses an imminent danger of death or serious injury or imminent danger to the fabric of the Premises or the property containing the Premises, or
2. **28 days**, if the tenancy is being terminated for any other reason, provided that the Tenant has informed the Landlord in writing of the failure and the Landlord does not remedy the failure within a reasonable time after being so notified.

Parties may agree to shorter periods

4.8 Nothing in this Part shall prevent the Landlord and Tenant agreeing to a lesser period of notice at the time that one or the other indicates their intention to terminate the tenancy.

Consequences of one Tenant vacating a Premises

4.9 In tenancies where there are more than one Tenant, if one Tenant vacates the Premises 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 Tenant obligations, until such time as a new tenancy and rent assessment has been agreed between the Landlord and the remaining Tenant or Tenants.

Consequences of the only Tenant vacating a Premises

4.10 In tenancies where there is only one Tenant in occupation of a Premises and that Tenant vacates the Premises, the tenancy shall deem to be terminated and no rights shall accrue for any remaining occupants.

Succession on the death of a Tenant

4.11 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 Premises, 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 Premises 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.

V- Complaints procedure

The Landlord offers a complaints procedure for the Tenant to raise any problems they have regarding the tenancy.

Appendix 1 - List of repair obligations of the Landlord and Tenant

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

The Landlord 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 Premises or to its fixtures and fittings.

The Tenant, or any occupant, shall not act in such a way as to cause damage to the Premises, except for normal wear and tear. The Tenant should report to the Landlord any repairs that need to be carried out to the Premises. The Tenant is responsible for all repairs needed to their own possessions or items supplied by the Tenant or by any other party who may have supplied same to the Tenant directly e.g St. Vincent de Paul or NARPS etc.

Except where the damage is caused by the Tenant, the Landlord is responsible for the following:

- a. **External (where the Premises 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 Premises 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 Premises
 - ii. Fixed source of space heating
 - iii. Primary source of heating of water
 - iv. Communal lighting (unless taken in charge by Council or the Premises 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 Premises 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. If the Premises 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 Premises 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 a third party supplied to the Tenant and ownership of which passed by delivery directly to the Tenant at the commencement of the tenancy or that the Tenant personally provided to the Premises;
- ii. The Tenant shall ensure that Premises is regularly cleaned;
- iii. The Tenant shall not cause any damage to the Premises, 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.
- 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 Premises 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 Premises;
- viii. The Tenant is obliged to adequately ventilate the Premises, to prevent excessive condensation in the Premises.

Appendix 2 – Inventory

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

[list...]

Appendix 3 – Inventory [NARPS Spingmount Mews, Cork]

A third party, NARPS supplied the following items to the Tenant and ownership of which passed by delivery directly to the Tenant at the commencement of the tenancy.

[list...]

Tenant acknowledgement by signature

Appendix 4 - Multi-unit development House Rules
(To be included if the Premises is part of a multi-unit development)
(...)

SPECIAL CONDITIONS

In accordance with clause 3.5 of these Letting conditions the Tenant must annually furnish details of their household income to enable the Landlord to calculate the differential rent for the coming year and so that the correct rent charge will take effect in a timely fashion. Currently the maximum rent charge is €90 based on household income.

However a rent of €120 per week (currently) will be applied in instances where tenants fail to submit their income documentation for assessment purposes until such time as they do so. When the income documentation is submitted the over payments will be refunded and the correct rent calculated will be applied. Any clarification or assistance in the completion of the income documentation forms can be obtained from the Tenant's Resident Support Worker or by contacting the Landlord's Customer Service Centre at 051-840200.