



HAIL

Housing Association for Integrated Living

Housing Association For
Integrated Living Ltd

Central Hotel Chambers (2nd Floor)

7-9 Dame Court

Dublin 2

DO2 X452

Telephone: 01 6718444

LETTING AGREEMENT

WARNING

This is a legally binding contract. The tenant is free to obtain independent legal advice before completing the Agreement.

LETTING AGREEMENT dated «Tenancystart»

BETWEEN: -

- (1) **THE LANDLORD:** The Housing Association for Integrated Living Limited (HAIL) having its registered office at Central Hotel Chambers, 7-9 Dame Court, Dublin 2
- (2) **THE TENANT:** «Name1» «Name2»
of: «Currentaddress1» «Currentaddress2»
- (3) **THE PROPERTY:** «hailaddress1» «Hailaddress2» «Hailaddress3»
together with the furniture and equipment (“the furniture and equipment”) listed in the First Schedule.
- (4) **THE TERM:** Weekly
- (5) **THE TERM COMMENCEMENT DATE:** the «Tenancystart»
- (6) **RENT:** «wklyrent» per week

PAYABLE: In **advance** by weekly instalments to the Landlord (a) by standing order to a bank account designated by the Landlord or (b) by cash to the Landlord or an agent designated by the Landlord or (c) by credit transfer to a bank account designated by the Landlord or (d) by cheque to the Landlord from An Post for payments received by them through “The Household Budget Scheme”.

THE LETTING

- (a) The Landlord lets, and the Tenant takes the Property for the Term at the Rent payable as above.
- (b) The agreement incorporates the special and general letting provisions printed below and first, second, third and fourth schedules.

SPECIAL LETTING PROVISIONS:

- (1) No person other than the Tenant shall reside at the property without the prior approval in writing of the Landlord
- (2) If the Tenant vacates the property without written notice to the Landlord or if the Landlord finds the Tenant absent from the premises and the Tenant’s contents substantially removed, such event shall be deemed surrender of the Tenancy. If such case the Landlord shall be entitled to re-let the premises immediately without prejudice to the outstanding obligations of the tenant under this Agreement.
- (3) No item shall be affixed to the walls or the fittings of the property in a manner which causes damage or defacement.
- (4) The property shall be kept properly ventilated so as to avoid any dampness and/or mould.

- (5) The Tenant shall be present when the washing machine (if any) is in operation
- (6) Where the property is part of a development controlled by a Management Company, the Tenant shall comply with all the rules and regulations of the Management Company of the development of which the property forms part.
- (7) The rent shall be subject to review annually and the tenant shall furnish to the landlord all relevant financial information (including income) promptly for such purpose.
- (8) The tenant must occupy the property as his/her main place of residence.

GENERAL LETTING PROVISIONS

1. DEFINITIONS AND INTERPRETATION

In this Agreement: -

- 1.1 THE LANDLORD** includes whoever for the time being is entitled to possession at the end of the tenancy and where the Landlord has appointed an agent, the Landlord's agent.
- 1.2 THE TENANT** includes whoever for the time being is entitled to the property under this agreement.
- 1.3 WHENEVER** there is more than one tenant, all their obligations can be enforced against them jointly and severally which may result in each of them individually being legally liable to the Landlord for the Tenant's obligations under this agreement. Each individual Tenant is bound by the unilateral notice of termination of the tenancy given by any other individual Tenant.
- 1.4 INTEREST** means a payment at the published "A" rate charged to customers for overdraft facilities by Bank of Ireland.
- 1.5 a RIGHT** given to the Landlord to enter the property extends to anyone the Landlord authorises in writing to enter and includes the right to bring workmen and appliances onto the property for the stated purpose.
- 1.6 AUTHORITY** given to a person to enter the property after giving notice, extends, in case of emergency only, to entry after giving less notice than specified or without giving any notice.

2. THE TENANT AGREES WITH THE LANDLORD: -

- 2.1.** To pay the rent at the time and in the manner specified, the first payment being made on the date of this agreement.
- 2.2** To pay all local authority charges including Environmental Services Charges and Water Charges (if any) which are imposed after the date of this agreement.
- 2.3** To pay interest on any rent outstanding for more than seven days after it falls due.
- 2.6** To pay promptly all accounts for the supply of electricity, gas and heating to the property and the use of the telephone and other services there.
- 2.7** Not to reduce any payment of rent by making any deductions from it or by setting any sum off against it.
- 2.8** To take good care of the property and the furniture and equipment and to keep them all clean and tidy and not to do or allow anyone else to do any damage to them and to replace such of the furniture and equipment (including door & window fittings, plumbing and

electrical items) as may be destroyed, broken or damaged beyond repair with other articles of equal value to the Landlord's satisfaction.

- 2.9** To repair any broken glass in the windows of the property.
- 2.10** To report promptly in writing to the Landlord all defects in the property which it is the Landlord's duty to repair.
- 2.11** Upon receiving reasonable notice from the Landlord, to allow the Landlord at all reasonable times, to enter the property to inspect its condition or to carry out repairs or renovations which it is the Landlord's duty to do.
- 2.12** Upon receiving notice in writing from the Landlord, to allow anyone who reasonably needs access in order to inspect, repair or clean neighbouring property, or any sewers, drains, pipes, wires or cables serving neighbouring property, to enter the property at any reasonable time.
- 2.13** Where there is a garden, to keep the garden tidy and well-tended and free of rubbish, waste or litter and to cut the grass regularly.
- 2.14** Unless the Landlord previously approves in writing, not to alter the property in any way nor add to it (and this includes any wiring or cabling there) nor to allow anyone else to do so nor to erect any television or radio aerial or satellite dish there.
- 2.15** Not to act in a way which will or may result in the insurance on the property or the building of which the property is a part being void or voidable, or in the premium for it being increased, nor to allow anyone else to do so.
- 2.16** Not to hold an auction sale on the property nor allow anyone else to do so.
- 2.17** To use the property as a residence only for the tenant.
- 2.18** Not to use the property, or any part of it, nor allow anyone else to do so for activities which are dangerous, offensive, noxious, noisome, illegal, or which are or may become a nuisance or annoyance to the Landlord or the owner or occupier of any neighbouring property. In particular not to engage in or permit the playing of loud music or the transmission of loud noise which causes a nuisance and/or disturbance to occupiers of adjoining buildings or other buildings in the neighbourhood. Not to park or permit the parking of large commercial vehicles at the premises nor at parking areas in its vicinity (excluding private vehicles required by the tenant personally) or by reason of the tenant's occupation or employment provided same is parked in a designated parking area. Not to park or permit any parking on any cultivated area or footpath.

- 2.19** Not to engage in any trade relating to buying, selling, storage or repair & maintenance of motor cars, or other vehicles, or other equipment or plant in or about the dwelling, or in or about the curtilage, garden or parking areas, if any, in the Landlord's Property.
- 2.20** Not to engage in any anti-social behaviour, or any trade, traffic, storage or use of any illegal substance or any other activity in or about the dwelling, or in or about the curtilage, garden areas, if any in the Landlord's property.
- 2.21** To ensure that any visitor to the dwelling shall comply fully with the terms & conditions contained in this Agreement and shall not engage in any anti-social or other activity which could be a source of nuisance or disturbance to other occupiers in the same building or adjoining or adjacent buildings or damage to the property of the Landlord or of other occupiers.
- 2.22** To keep the hall, passages and staircase (if any) leading to the property free from obstruction.
- 2.23** Unless the Landlord previously approves in writing, not to keep any pets in the property.
- 2.24** Not to hang any washing out of the windows of the property and to have all windows cleaned at least 4 times a year.
- 2.25** Not to allow anything to obstruct the drainage system.
- 2.26** Not to display any notice or advertisement either on the outside of the property or visible from outside it.
- 2.27** To give the Landlord promptly a copy of any notice received concerning the property.
- 2.28** Not to assign, sublet, share or part with the possession of the whole or any part of the property.
- 2.29** During the last week of this tenancy and only by prior appointment, to allow the Landlord accompanied by not more than two persons at any one time to enter the property to view it as or for a prospective purchaser or tenant.
- 2.30** When the tenancy ends to return possession of the property to the Landlord, leaving the property in the state which this agreement requires the Tenant to keep it.
- 2.31** To pay all expenses which the Landlord reasonably incurs in: -
- (i)** the preparation and service of any notice and of any proceedings under the Landlord and Tenant Law Amendment Act, Ireland, 1860 and the Conveyancing Act, 1881;
 - (ii)** the recovery or attempted recovery of arrears of rent or other sums payable under this agreement;
 - (iii)** procuring that any failure by the Tenant to comply with this agreement is remedied.
- 2.32** Not to do or omit anything to cause any services to the property to be disconnected.

- 2.33** To participate and share in the general upkeep of local communal facilities cleaning and caretaking of the dwelling, any walls or stairways leading to the dwelling, and to generally cooperate with the Landlord in the upkeep and maintenance of the dwelling.
- 2.34** To notify the Landlord immediately and forthwith in writing of any damage to the dwelling caused by fire or flood or due to other reasons, and to any property of the landlord in the dwelling to the building in which the dwelling is situated.
- 2.35** To make use of any arrangements made by the Landlord for the removal, storage and disposal of refuse, or waste, or to arrange to dispose of same directly without delay and not to allow or permit any accumulation of same.
- 2.36** To complete and return the annual rent review form by May every year and to notify the Landlord within 28 days of any changes to the Household Income should they occur, so that the rent can be re-calculated.
- 2.37** To comply with the house rules (as set out in the third schedule) and any further amendments thereto and to comply with the lessee's covenants and conditions (as set out in the fourth schedule) relating to the user and enjoyment of (a) the property and (b) the estate of which the property forms part.

3. THE LANDLORD AGREES WITH THE TENANT:

- 3.1** So long as this agreement continues, and the Tenant complies with its terms to allow the Tenant to occupy the property without interference by the Landlord.
- 3.2** To do the repairs to the property which the Housing (Standards for Rented Houses) Regulations, 2008 require.
- 3.3** To insure and keep insured in the name of the Landlord: -
- (i)** The property against loss or damage by the following risks: -
fire, lightning, explosion, earthquake, landslip, subsidence, heave, riot, civil commotion, aircraft, aerial devices, storm, flood, impact by vehicles and damage by malicious persons and vandals and other risks the Landlord from time to time reasonably considers should be covered;
 - (ii)** the Landlord's furniture and equipment but not any belonging to the Tenant or any other Tenant's contents, against such risks the Landlord from time to time reasonably considers should be covered;
 - (iii)** the property owner's, public, employer's and other liability of the Landlord resulting from his ownership of the property.
- 3.4** To make good or have made good any damage caused to the property by any person allowed access under this agreement.

4. THE PARTIES AGREE: -

4.1 Whenever the Tenant:

- (i) is seven days late in paying any rent, even if it was not formally demanded or
- (ii) has not complied with any obligation in this lease or
- (iii) becomes bankrupt or makes any arrangement or composition with his creditors or
- (iv) allows the sheriff to seize the Tenant's goods on the property or
- (v) is the recipient of a barring order, interim barring order, protection order or safety order issued by the District court or other lawful authority

The Landlord may end this tenancy. He must first give the Tenant not less than 1 weeks written notice ending on any day. This tenancy shall end on that day, but this will not cancel any outstanding obligations which the Tenant owes the Landlord.

4.2 Any notice required to be given to the Tenant under this agreement shall be duly served if sent by registered post addressed to the Tenant at the property or is delivered by hand to the property.

4.3 Any notice required to be given to the Landlord under this agreement shall be duly served if delivered by hand or sent by registered post addressed to the Landlord at the address given above, until the Tenant is notified of a different address.

4.4 The District or Circuit Court as the Landlord deems appropriate, shall have jurisdiction in relation to any matter arising from this Agreement.

5. HOUSING (RENT BOOKS) REGULATIONS 1993: -

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

FIRST SCHEDULE

Items on the attached list are being gifted to the tenant. See attached 'Schedule 1'

SECOND SCHEDULE

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

1. This statement of information is in accordance with the Housing (Rent Books) Regulations 1993. It does not purport to be a legal interpretation.
2. The tenant of a house is, 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 to terminate a tenancy (Notice to Quit or Surrender) must be in writing and be served not less than four weeks before the date on which it is to take effect.
4. The landlord is prohibited from impounding the goods of a tenant to secure recovery of rent unpaid.
5. The landlord is obliged to provide a tenant with a rent book for use throughout the term of the tenancy. The landlord must enter the particulars relating to the tenancy in the rent book, and, in the case of a new tenancy, complete the inventory of furnishings and appliances supplied with the house for the tenant's exclusive use.
6. The landlord is obliged to keep the particulars in the rent book up to date. Where the rent or any other amount due to the landlord under the tenancy is handed in person by the tenant, or by any person acting for the tenant, to the landlord, the landlord must, on receipt, record the payments in the rent book or acknowledge it by way of receipt. Payments not handed over directly, for example, those made by banker's order or direct debit, must, not more than three months after receipt, either be recorded by the landlord in the rent book or acknowledged by way of statement by the landlord to the tenant.
7. The tenant is obliged to make the rent book available to the landlord to enable the landlord to keep the particulars in it up to date.
8. The landlord of a private rented house is obliged to ensure that, from 1st January 1994, the house complies with the minimum standards of accommodation laid down in the Housing (Standards for Rented Houses) Regulations, 1993. The 2008 Regulations and Standards apply to rented Local Authority houses from 1st February 2009. The Regulations do not apply to houses let on a temporary or holiday basis, local authority demountable dwellings and communal type accommodation provided by health boards and certain approved non-profit or voluntary bodies. The standards relate to structural condition, provision of sinks, water closets baths/showers, cooking and food storage facilities, safety of electricity and gas installations, availability of adequate heating, lighting and ventilation and maintenance of common areas, etc.
9. The duties of a landlord referred to in paragraphs 5 to 8 above may be carried out on the landlord's behalf by a duly appointed agent. Any reference in a statement to "house" includes a flat or maisonette.
10. Copies of the Housing (Rent Books) Regulations 1993 and the Housing (Standards for Rented Houses) Regulations 2008 may be purchased from the Government Publications Sale Office, Sun Alliance House, Molesworth Street, Dublin 2, or from the Housing Authority.
11. Responsibility for the enforcement of the law relating to rent books and standards rests with the housing authority for the area in which the house is located. The name, address and telephone number of the relevant housing authority are as follows:

<u>Name</u>	<u>Address</u>	<u>Telephone</u>
Dublin City Council,	Civic Offices, Dublin.8.	01-6722222
South Dublin County Council	Town Centre, Tallaght, Dublin 24	01-4149000
Fingal County Council	County Hall, Main Street, Swords	01-8905000
Dun Laoghaire/Rathdown	County Hall, Marine Road, Dun Laoghaire	01-2054700
Kildare County Council	Devoy Park, Naas, Co. Kildare	045-980200

1. **SIGNED** on behalf of the **Landlord** by: _____ Date _____

in the presence of: - _____

2. **SIGNED** by the **Tenant (s)** _____

Date _____

in the presence of: - _____