

# Residential Tenancy Agreement

**The Landlord :** Ann McDonald

**The Tenants :** Denise Malachais

**The Property :** 216 Citywest Plaza, Citywest Drive, Saggart Co Dublin D24CD96

**Note for Tenants:** This Tenancy agreement is bound by the rules of the Tenancies act 2016

## 1. Parties and Principal Terms

**Date:** 15/11/2018

THIS AGREEMENT is made on the date specified above BETWEEN the Landlord and the Tenant(s) and includes all the covenants and conditions together with the First, Second and Third Schedules.

**(a) LANDLORD:** Ann McDonald

**(b) TENANT(s):** Denise Malachais

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**(c) PROPERTY:** 216 Citywest Plaza, Citywest Drive, Saggart Co Dublin D24CD96.  
including the fixtures and fittings at the property together with any furniture, carpets, curtains and other effects listed in the inventory (where applicable) in the First Schedule, together with the designated Car numbered B16  
Landlord retains the private use of the garden shed and will cut the grass at regular intervals during the summer months.

**(d) TERM:** Under regulations of Tenancies act 2016

**(e) TERM COMMENCEMENT DATE:** 15/11/2019

**(f) BREAK CLAUSE OPTION:** 1 Year Lease

**(g) MARKET RENT:** € 1400 per calendar month

**(h) SECURITY DEPOSIT:** €1400

**(i) PAYMENT METHOD:** The first month's rent in advance by, and thereafter in advance by **one** monthly payment of €1400 by standing order (or at the Landlord's option by direct debit) on or before the 1st day of each month ,  
direct to:

**Bank:** Permanent TSB

**(j) Keys** One Set provided by Landlord

**IBAN:** IE69IPBS99078970974398

**Branch:** Baggot Street, Dublin 2

**BIC:** IPBSIE2D

## 2. Definitions

In this Agreement, unless the context otherwise requires, the following expressions shall have the following meanings:

2.1 "The Landlord" includes the persons for the time being entitled to the reversion at the end of the tenancy.

2.2 "The Tenant" includes the successors in title. Whenever there is more than one Tenant, each and every covenant and obligation can be enforced against all the tenants jointly and against each individually.

## 3. Tenant Covenants

3.1 The Tenant pays the deposit as security for their performance of the tenant's obligations and to pay and compensate the Landlord for any breach of those obligations. It is agreed that this sum shall not be transferable by the Tenant in any way, and at any time, against payment of the rent and that no interest shall be payable on this deposit. The balance of the deposit to be paid to the Tenant only after vacation of the property, such amount to be assessed at the outgoing inspection upon termination of this Agreement.

3.2 To pay the Rent on the date and in the manner specified in Section 1 of this Agreement (Parties and Principal Terms). The first payment being made on the Commencement Date.

3.3 The Tenant pays, at the option of the Landlord or Landlord's Agent, an administrative charge of €30 for each written demand sent should the Tenant be in persistent arrears of rent.

3.4 To pay promptly to the authorities or to whomever they are due, local authority, refuse charges and outgoings (including gas, water, electricity, cable television and telephone if any, relating to the property) including any which are imposed after the date of this Agreement (even if of a novel nature) and to pay the total cost of any reconnection

fee relating to the supply of gas, water, electricity, cable television and telephone if the same is disconnected or the operating company changed.

3.5 Not to damage or injure the property or the Landlord's contents or make any alteration or addition to it. Any redecoration is to be made only with the prior written consent of the Landlord or his Agent.

3.6 Not to leave the property vacant for more than 30 consecutive days and to properly secure all locks and bolts to the doors, windows and other openings if leaving the property unattended.

3.7 To keep the interior of the property and the contents in good and clean condition, damage by accidental fire and reasonable wear and tear excepted, and to keep the property at all times well and sufficiently aired and warmed during the tenancy.

3.8 To immediately pay the Landlord or his Agent, the value of replacement of any furniture or effects lost, damaged or destroyed, or at the option of the Landlord, replace immediately any furniture or effects lost, damaged or destroyed and not to remove or permit to be removed, any furniture or effects from the property.

3.9 Immediately before handing up possession of the premises on the termination of this Agreement to thoroughly clean all cookers, fridge, sanitary apparatus and other appliances and all carpets, floor coverings and furnishings and to deliver up same in a sound and clean condition, fair wear and tear excepted; provided always that breach of this condition shall entitle the Landlord to deduct the cost of cleaning the premises from the Security Deposit.

3.10 To leave the contents at the end of the tenancy in the same places in which they

were positioned at the commencement of the tenancy.

3.11 That the Landlord, or person authorised by the Landlord or the Landlord's Agent, may at reasonable times, on giving reasonable notice (unless in the case of emergency) enter the property for the purpose of viewing, inspecting its condition and state of repair, or for the purpose of repair, maintenance or repainting.

3.12 Not to assign or sublet, part with possession of the property, or let or allow any other person live at the property without the Landlord's written consent and to pay to the Landlord any reasonable costs or expenses incurred in deciding this request whether consent is granted or refused.

3.13 To use the property as a single, private dwelling and not to use it, or any part of it, for any other purpose, nor to allow anyone else to do so.

3.14 Not to receive paying guests, or carry on, or permit to be carried on, any business, trade or profession on or from the property.

3.15 Not to do, or permit, or suffer to be done in or on the property, any act or thing which may be a nuisance, damage or annoyance to the Landlord, or to the occupiers of the neighbouring premises, or which may void any insurance of the property or cause the premiums to increase.

3.16 Not to keep any animals or birds, or any living creature on the property without the Landlord's written consent. Such consent if granted, to be revocable at will by the Landlord or the Landlord's Agent.

3.17 To keep the gardens, patios and terraces (if any) including all driveways, pathways, lawns, hedges, landscaping, ornamental features including water features neat, tidy and properly tended at all times and not remove any trees or plants.

3.18 To replace broken glass in doors and windows damaged during the tenancy.

3.19 Not to alter, change or install any locks on any doors or windows in or about the property, or have any additional keys made for any locks without the prior written consent of the Landlord or the Landlord's Agent.

3.20 Not to use the property for any illegal or immoral purpose.

3.21 To pay and compensate the Landlord fully for any costs, expense, loss or damage incurred or suffered by the Landlord as a consequence of any breach of this Agreement on the part of the Tenant and to indemnify the Landlord from and against all actions, claims and liabilities in that respect.

3.22 To pay and compensate the Landlord fully for any cost and/or expense incurred in the preparation and service of notice and of any proceedings under the Landlord and Tenant Law Amendment Act Ireland 1860 and the Conveyancing Act 1881.

3.23 To notify the Landlord, or the Landlord's Agent, promptly in writing, of any disrepair, damage or defect in the property, or of any event which causes damage to the property, or which may give rise to a claim under the insurance of the property, or of any breakdown of appliances. Failure to do so may result in the Tenant being liable for any subsequent damage.

3.24 Not to glue, stick or otherwise fix anything whatsoever to the exterior or interior walls, doors, windows, floors or other surfaces of the property without the Landlord's written consent.

3.25 To take all reasonable precautions to prevent damage by frost.

3.26 Where the Landlord's interest is derived from another lease ("The Head Lease" in the case of apartment blocks or town-house developments) then it is agreed that the Tenant will observe the rules and other restrictions in the Head Lease applicable to the property, as well as any other rules and regulations as may appear in the Special Conditions in the First Schedule to this Agreement.

3.28 To keep the hall, passages and staircase (if any) leading to the property, and drains, free from obstruction and the chimneys swept as often as necessary.

3.29 Not to introduce into the property any portable heaters fired by liquid or bottled gas without the Landlord's prior written consent.

3.30 That the Tenant shall be responsible for testing all smoke detectors (if any) fitted in the property on a regular basis and replace the batteries as necessary.

- 3.31 Within the last 1 month of the tenancy to permit the Landlord, or any person authorised by the Landlord or the Landlord's Agent at reasonable hours of the day or night, to enter and view the property with prospective Tenants or purchasers.
- 3.32 To pay the Stamp Duty charged on the original and counterpart of this Agreement, if any.
- 3.33 Not to hang any washing out of the windows of the property and to have all windows cleaned at least 4 times a year.
- 3.34 To give to the Landlord promptly, a copy of any notice received concerning the property.
- 3.35 During the last month of the tenancy, to allow the Landlord to affix a Notice to the outside of the property announcing that it is for sale or to let. The tenant must allow the landlord reasonable access to show the property given 24 hours notice.
- 3.36 The Tenant shall put in place and maintain full and adequate insurance cover in respect of all the Tenant's property on or in the premises, and all persons in the premises with the Tenant's consent, and shall indemnify the Landlord from all claims whatsoever in respect of loss, damage or injury to such property or persons.
- 3.37. All waste must be binned in black bags and put into commercial waste bins. No bags of waste can be left outside of the property front or rear.
- 3.38 The property including appliances have been left clean. At the end of the tenancy it must be handed back in the same condition. Failure to have it cleaned to a professional standard will result in withholding of e200 from the deposit.
- 3.39 Tenant replaces all lightbulbs during the tenancy
- 3.40 Protects the solid wood flooring from being marked by furniture by ensuring that furniture bottoms maintain the felt covers. Spares are provided.
- 3.41 Not to mark, stain scratch or damage the fitted or standard furniture.
- 3.42 Bicycles or pets are not allowed in the apartment
- 3.43 Not to paint, alter or erect fixtures on the walls of the apartment without the Landlords permission
- 3.43 Return the apartment in the condition it was received with both sets of keys.

#### **4. Landlord Covenants**

- 4.1 Provided that the Tenant shall pay the Rent and perform the covenants on his part already referred to, the Landlord shall permit the Tenant to have quiet enjoyment of the property during the Term agreed without interruption by the Landlord or the Landlord's Agent.
- 4.2 The Landlord will return to the Tenant any Rent payable for any period during which the property may have been rendered uninhabitable by fire or any other risk which the Landlord has insured against.
- 4.3 All necessary consents have been obtained to let the property.
- 4.4 The Landlord agrees to maintain the structure of the building and maintain the interior and fittings to the standard that existed at the commencement of this Agreement and to carry out any repairing obligations as required by the Local Authority in charge.
- 4.5 The Landlord shall keep insured in the Landlord's name:
- (a) the property against loss or damage by fire, lightning, explosion, storm, flood, burst pipes, subsidence, riots or civil commotion, malicious damage and accidental damage, impact and such other risks (if any) as the Landlord, at the Landlord's sole discretion, may from time to time consider prudent or desirable including employer's and public

liability or any other liabilities that are resulting from the Landlord's ownership of the property.

(b) the Landlord's contents but excluding the Tenant's contents.

4.6 To make good or have made good any damage caused to the property by any workmen authorised by the Landlord or the Landlord's Agent to be on the premises under the terms of this Agreement.

4.7 When the tenancy ends, to repay the security deposit to the Tenant without interest, after all sums due (if any) to the Landlord under the terms of this Agreement, or following breach of any of its terms, have been deducted.

4.8 The Landlord shall register this Tenancy Agreement with the Private Residential Tenancies Board (PRTB) as required under the Residential Tenancies Act 2004.

4.9 To enforce the covenant on anti-social behaviour by the Tenant contained in the 2<sup>nd</sup> Schedule. (A third party directly affected by the failure to do so may bring a complaint against the Landlord to the Private Residential Tenancies Board under the Residential Tenancies Act 2004.)

## **5. Both Parties Agree**

5.1 Termination or continuation of this Tenancy Agreement by the Landlord or Tenant may only be made under the provisions of the Residential Tenancies Act 2004. Details are contained in the Second Schedule of this Tenancy Agreement.

5.2 Any notice served by the Landlord on the Tenant shall be sufficiently served if sent by registered or recorded post to the Tenant at the property, or to the last known address of the Tenant, or left addressed to the Tenant at the property.

5.3 The property is let together with the special conditions (if any) listed on the First Schedule attached to this Agreement.

5.4 That the information required under the Housing (Rent Books) (Amendment) Regulations 2010 made under the Housing (Miscellaneous Provisions) Act 1992 is set out in the Third Schedule and that this Agreement constitutes the Rent Book for the purposes of these regulations.

5.5 The Landlord agrees to let and the Tenant agrees to take the property and contents for the Term and at the Market Rent payable in Clause 1.

5.6 Any notice required to be given to the Landlord under this Agreement shall be duly served if delivered by hand or sent by registered or recorded post, addressed to the Landlord at the Point Of Contact in Clause 1, unless the Tenant is notified of a different address. If the Landlord resides outside the State, then notices to the Landlord shall be served if sent by ordinary post addressed to that Agent at his address as notified by the Landlord to the Tenant.

## **6. First Schedule**

Inventory (Please see attached pages)

House Rules (Not to hold parties or engage in any activity which will cause nuisance to neighbours, maintain carpets in good condition)

Special Conditions :

## **7. Second Schedule**

RESIDENTIAL TENANCIES ACT 2016

## 8. Third Schedule

### STATEMENT OF INFORMATION REQUIRED UNDER THE HOUSING (RENT BOOKS (AMENDMENT) REGULATIONS 2010

1. This statement of information is in accordance with the Housing (Rent Books) (Amendment) Regulations 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. The Landlord is obliged to provide a tenant, upon request with a rent book for use throughout the term of the tenancy. The Landlord must enter 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.
4. 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 standing 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.

5. 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.
6. From the 1st February 2009, the Housing (Standards for Rented Houses) Regulations 2008 come into operation. These regulations apply immediately and in full to properties let for the first time after this date. Properties that have been let between 1st September 2004 and 31st January 2009 are deemed to be "existing tenancies" for the purposes of these Regulations. Such tenancies are partly exempt from the Regulations until the 1st February 2013 during which time the Housing (Standards for Rented Houses) 1993 continue to apply. Neither the 1993 nor the 2008 Regulations apply to houses let on a temporary or holiday basis, local authority demountable dwellings and communal type accommodation provided by the Health Service Executive and certain approved non-profit or voluntary bodies. The standards relate to structural condition, heating facilities, food preparation and storage, laundry, ventilation, lighting, fire safety, refuse facilities, electricity and gas.
7. The duties of a Landlord referred to in paragraphs 5 to 6 above may be carried out on the Landlord's behalf by a duly appointed Agent. Any reference in a statement to "house" includes flat or maisonette.
8. Copies of the Housing (Rent Books) Regulations 1993 and Amendments and the Housing (Standards for Rented Houses) Regulations 1993, 2008 may be purchased from the Government Publications Sale Office, Sun Alliance House, Molesworth Street, Dublin 2, or from the Housing Authority.

## 9. Landlord and Tenant Signatures

SIGNED by the Landlord:  
(Witness)

\_\_\_\_\_

Dated the: \_\_\_\_/\_\_\_\_/\_\_\_\_

SIGNED by the Tenants:

(Witness)

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Dated the: \_\_\_\_/\_\_\_\_/\_\_\_\_

## 10. Main Points to Note - Tenant Information

IMPORTANT: The following Special Provisions, more particularly described in the Tenants Covenants in Clause 3 of the Agreement, are repeated here for the avoidance of any doubt. From 1st September 2004, the Residential Tenancies Act, imposes obligations and rights on both the Landlord and Tenant. These obligations and rights form part of this Tenancy Agreement and cannot be contracted out of. See [www.prtb.ie](http://www.prtb.ie) for further information.

1. The Tenant may be evicted for anti-social behaviour, or allowing such behaviour within the dwelling.
2. The Tenant is responsible for the payment of the agreed rent for the entire agreed term. The Tenant shall not be entitled to use the security deposit as the final months rent.
3. Any damage to fixtures and fittings or breakdown of appliances must be reported immediately to the Landlord or his Agent.
4. The Tenant shall pay water rates, cable tv charges and Local Authority charges levied on the property.
5. The Tenant shall not carry out in the property any profession or business whatsoever whether for gain or otherwise. Should the Tenant contravene this regulation, this Agreement shall terminate immediately, but without prejudice to any antecedent rights of the Landlord.
6. The Tenant agrees to insure under separate cover all Tenants property and Tenants liability to the public.
7. The Tenant agrees to abide by the rules and regulations of and any notices issued by the Management Company or Managing Agents in charge of the Property or any common area serving the Property.
8. The Tenant agrees, subject to reasonable notice and by prior appointment, to permit the Landlord or his Agent to enter upon the Property at regular intervals throughout this Agreement for the purpose of inspecting the premises.
9. Within one month prior to the termination of this Agreement, the Tenant agrees to permit the Landlord or his Agent to enter upon the Property for the purpose of showing it to prospective tenants, at any reasonable time and by prior appointment.
10. The Tenant hereby agrees upon signing this Agreement that the property is being handed over in good and clean condition throughout and that the property be handed back in the same condition, fair wear and tear excepted.
11. Immediately prior to the termination of this tenancy, the Tenant agrees to thoroughly clean the cooker, fridge, sanitary apparatus and other appliances, and all carpets, curtains, floor coverings, furnishings and windows of the Property, and acknowledges that in the event that the Property is not handed back in perfectly clean and tidy condition, the Landlord shall be entitled to deduct the cost of cleaning the Property from the security deposit.
12. Punctual payment without prior demand and in the manner specified shall constitute the essence of this Agreement. The Tenant hereby agrees to pay, on demand, an administrative charge of €30 to the Landlord or his Agent, for each and every written demand issued, should the Tenant be in persistent arrears of rent.
14. If the Tenant is unsure of his/her obligations under this Agreement, then he/she is advised to take legal advice before signing.
15. The tenant <has> two front door keys and one rear door key. Failure to return all three will result in a deduction of e10 per key.
16. The rent of <e750 p.c.m> covers the house in its current condition and contents as per the attachment. No additional items will be purchased by the landlord to supplement the contents of the house.

## Utilities

Electricity Meter Reading 15<sup>th</sup> November 2018

Day meter\_\_\_\_\_

Night Meter\_\_\_\_\_

Signed by Tenant\_\_\_\_\_

Date\_\_\_\_\_

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Signed by Landlord\_\_\_\_\_

Date\_\_\_\_\_

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