



LETTING AGREEMENT  
(Private House or Apartment)

**WARNING:** This is a legally binding Contract. The Tenant risks losing his security deposit if he breaks any of its terms. If he leaves the property before the tenancy ends, the landlord may pursue him for the balance of the rent due under this agreement or may sue him for damages. The landlord should insure the property and the Tenant should insure his contents. Each should take out public liability insurance. It is recommended that a Tenant obtains legal advice before completing this Agreement.

DATE:

PARTIES:

LANDLORD:

THE TENANT:

This Agreement is in the form approved by the Dublin Solicitors' Bar Association for use in short-term residential lettings. No variations or additions have been made to the General Letting Conditions, save those which appear in the Special Letting Conditions

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SPOUSE'S CONSENT

\_\_\_\_\_

Dated: \_\_\_\_\_

I, \_\_\_\_\_ of \_\_\_\_\_  
the spouse of the Landlord named in this Letting Agreement CONSENT for the purposes of The Family Home Protection Act, 1976 to the creation of this tenancy on the terms contained in this agreement which my spouse is about to enter into.

SIGNED by \_\_\_\_\_  
in the presence of:-

LETTING AGREEMENT dated

BETWEEN:-

(1) THE LANDLORD:

of

(2) THE TENANT:

of

(3) THE PROPERTY:

together with the furniture and equipment ("the furniture and equipment") listed in the First Schedule.

(4) THE TERM:

(5) The Term Commencement Date

(6) RENT: €

(7) SECURITY DEPOSIT: €

(8) PAYABLE:

To:

Bank:

Address:

Account Name:

Account Number:

Sort Code:

#### THE LETTING

(a) The Landlord lets and the Tenant takes the Property for the Term at the Rent payable as above and with a Security Deposit.

(b) The agreement incorporates the special and general letting provisions printed overleaf and the first and second schedules.

#### SPECIAL LETTING PROVISIONS

#### GENERAL LETTING PROVISIONS

##### 1. DEFINITIONS AND INTERPRETATION

In this Agreement:-

1.1 THE LANDLORD includes whomever 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.

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 authorizes 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.

GENERAL LETTING PROVISIONS 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 rates and water charges (if any) relating to the property including any which are imposed after the date of this agreement.
- 2.3. To pay interest on any rent outstanding for more than seven days after it falls due.
- 2.4. To pay to the Landlord (or where the Landlord resides abroad, to the Landlord's agent) a security deposit of €                      when this agreement is signed to protect the Landlord against the Tenant's failure to pay the rent or comply with the other terms of this agreement.
- 2.5. To pay the stamp duty charged on the original and counterpart of this agreement.
- 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 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. To keep the garden tidy and well tended.

- 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 named Tenant and his dependents.
- 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.
- 2.19. To keep the hall, passages and staircase (if any) leading to the property free from obstruction.
- 2.20. Unless the Landlord previously approves in writing, not to keep any pets in the property.
- 2.21. Not to hang any washing out of the windows of the property and to have all windows cleaned at least 4 times a year.
- 2.22. Not to allow anything to obstruct the drainage system.
- 2.23. Not to display any notice or advertisement either on the outside of the property or visible from outside it.
- 2.24. To comply with all regulations made from time to time by the management company (if any) for the building of which the property is a part.
- 2.25. To give the Landlord promptly a copy of any notice received concerning the property.
- 2.26. Not to assign, sublet, share or part with the possession of the whole or any part of the property.
- 2.27. During the last month of this tenancy, to allow the Landlord to affix a Notice to the outside of the property announcing that it is for sale or to let.
- 2.28. During the last month 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.

2.29. 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.

2.30 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.

2.31 On or before this tenancy ends to provide the Landlord with a letter addressed to the telephone contracts section of the relevant service provider authorizing the transfer of the telephone line in the property back into the Landlord's name and meanwhile not to do or omit anything to cause the telephone line in the property to be disconnected.

2.32 Not to do or omit anything to cause any services to the property to be disconnected.

## GENERAL LETTING PROVISIONS

### 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, 1993 require.

3.3 When the tenancy ends, to repay the security deposit to the Tenant without interest after deducting all sums due to the Landlord under the terms of this agreement or as a result of any of its terms being broken.

3.4 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.

3.5 To make good or have made good any damage caused to the property by any person allowed access under this agreement.

## GENERAL LETTING PROVISIONS

### 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;
  - (ii) has not complied with any obligation in this lease;
  - (iii) becomes bankrupt or makes any arrangement or composition with his creditors;
  - (iv) allows the sheriff to seize the Tenant's goods on the property;
  - (v) when a company: it goes into liquidation or a receiver of it is appointed;

the Landlord may end this tenancy. He must first give the Tenant not less than 4 weeks written notice ending on any day. This tenancy shall end on that 28th day but this will not cancel any outstanding obligations which the Tenant.

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.

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. If the Landlord resides outside of the State, then notices to the Landlord shall be duly served if sent by ordinary prepaid post addressed to that agent at his address as notified by the Landlord to the Tenant.

4.4 If this tenancy continues beyond the last day of the Term without the parties entering into a new agreement, then either party may end it by giving the other party not less than 4 weeks written notice ending on any day. The option must be exercised by one party giving the other not less than 4 weeks written notice ending on any day.

### 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 (Inventory to be attached)

SECOND SCHEDULE  
PRIVATE

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

This statement of information is in accordance with the Housing (Rent Books) Regulations 1993. It does not purport to be a legal interpretation.

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.

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.

The landlord is prohibited from impounding the goods of a tenant to secure recovery of rent unpaid.

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.

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.

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.

The landlord of a private rented house is obliged to ensure that, from 1st January, 1994, the house complies with the minimum standards of accommodation laid down in the Housing (Standards for Rented Houses) Regulations, 1993. The standards apply to rented Local Authority houses from 1st January, 1998. The Regulations do not apply to

houses let on a temporary or holiday basis, local authority 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.

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.

Copies of the Housing (Rent Books) Regulations 1993 and the Housing (Standards for Rented Houses) Regulations 1993 may be purchased from the Government Publications Sale Office, Sun Alliance House, Molesworth Street, Dublin 2, or from the Housing Authority.

Responsibility for the enforcement of the law relating to rent books and standards rests with the housing authority for the area in which the house is located. The name, address and telephone number of the relevant housing authority are as follows:

Name	Address	Telephone
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SIGNED by the Landlord  
in the presence of:-

SIGNED by the Tenant  
in the presence of:-

