

# Lease Agreement

<b>Date</b>	
<b>Parties:</b>	
<b>1. The Landlord:</b>	
<b>2. The Tenant(s):</b>	

## Notes:

- The Residential Tenancies Act 2004 applies to this lease agreement.
- This is a Fixed Term Tenancy Agreement and the Tenant risks losing his/her security deposit if any of its terms are broken. In the event that the Tenant leaves the property before the final date of the lease agreement, the Landlord is entitled to pursue him/her for the balance of rent due. Then Tenant should insure the contents of the property and the Landlord should insure the property.

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## LEASE AGREEMENT

This lease agreement dated: \_\_\_\_\_ is an agreement between:

### The Landlord:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

And

### The Tenant:

Name: \_\_\_\_\_

Address (the property) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

The agreement covers the property including furniture, carpets, curtains, fixtures and fittings and any other items listed on the Inventory List (See: Appendix)

**The Term of Lease:** \_\_\_\_\_

**Start Date of Lease:** \_\_\_\_\_

**Rent:** € \_\_\_\_\_ (week / month)

**Security Deposit:** € \_\_\_\_\_

**Payment:** Payment should take place in advance by monthly installments to the Landlord directly or by standing order payment to the Landlords account:

**Bank Details of Landlord**

<b>Bank:</b>	
<b>Address:</b>	
<b>Account Name:</b>	
<b>Account Number:</b>	
<b>Sort Code:</b>	

Under the terms of this lease agreement the Landlord lets and the Tenant takes the property for the term specified and the rent as agreed along with a booking deposit. The letting covers any special provisions specified overleaf.

**Definitions in this agreement:**

For the purposes of this agreement "The Landlord" refers to the person at the end of this agreement who is entitled to possession of the property. "The Tenant(s)" refers to the persons listed above in this agreement and who is entitled to live in the property under the terms of the agreement. Each Tenant is legally liable to the Landlord in relation to the terms of this agreement.

**Special provisions of this agreement:**

## **THE TENANTS OBLIGATIONS TO THE LANDLORD:**

1. The Tenant pays the security deposit as specified in the agreement above.
2. The balance of the security deposit is only payable after termination of the agreement and upon inspection of the property.
3. The Tenant agrees to pay the rent at the time and in the specified manner.
4. The first payment should be made on the first day of this agreement.
5. The Tenant agrees to pay any interest on rent outstanding for a period of greater than one week following the due date.
6. The Tenant agrees to pay any rates or charges relating to the property such as refuse charges (should they apply) The Tenant also agrees to pay any utility bills and to cover any reconnection charges relating to the supply of gas, electricity, cable television or telephone that they may incur during the duration of the lease.
7. The Tenant agrees to care for the property, furniture, fixtures and fittings. The Tenant agrees to replace or repair any of these that are broken or damaged during the tenancy as a result of neglect.
8. The Tenant agrees not to sublet any part of the property or receive any paying guests.
9. The Tenant agrees not to use the property for the purposes of business and to use the property as a residence only.
10. The Tenant agrees to report in writing any defects in the property to the Landlord in a prompt manner.
11. The Tenant agrees to leave all the contents of the property in the same places that they were at the beginning of the tenancy.
12. The Tenant agrees to allow the Landlord access to the property upon receiving reasonable notice, to inspect the property or carry out repairs or renovations that fall under the Landlord's obligations.
13. The Tenant agrees to allow anyone permitted by the Landlord to access the property upon receiving reasonable notice to carry out repairs and maintenance to the property.
14. The Tenant agrees not cause annoyance or nuisance to the Landlord or neighbours.
15. The Tenant agrees not to alter the property in any way without the Landlords prior consent.
16. The Tenant agrees to keep any common areas free from obstruction.
17. The Tenant agrees to keep all outdoor areas (gardens, patios) in good repair.
18. The Tenant agrees not to keep pets on the property unless previously agreed with the Landlord.
19. The Tenant agrees to keep the windows clean and not to hang any clothing or otherwise from the windows or balconies.

20. The Tenant agrees to test smoke alarms to ensure that they are in working order.
21. The Tenant agrees not to display any form of advertising from either inside or outside the property.
22. The Tenant agrees to comply by the Management Company's (if any) regulations.
23. The Tenant agrees that the Landlord may enter the property during the final month of tenancy to allow viewings for potential future Tenants provided reasonable notice is given.
24. The Tenant is responsible for insurance of the contents of the letting.
25. The Tenant agrees that at the end of the tenancy to return the property to the Landlord in a reasonable state of repair or as would be expected from this agreement.

#### **THE LANDLORD OBLIGATIONS TO THE TENANT:**

1. The Tenant can occupy the property without interference from the Landlord as long as the Tenant has complied with the Tenant obligations.
2. The Landlord agrees to carry out repairs to the property and will repay any rent to the Tenant for any periods for which the property is not habitable.
3. The Landlord agrees to insure the property.
4. The Landlord agrees to repay the security deposit to The Tenant at the end of the lease provided the Tenant has not breached the terms of his agreement.
- 5.
6. The Landlord will register this tenancy with the Private Residential Tenancies Board (PRTB) under the terms of the Residential Tenancies Act 2004.

#### **BOTH THE TENANT AND THE LANDLORD AGREE:**

1. The Tenancy Agreement may only be terminated or continued by The Landlord or Tenant under the provisions of the Residential Tenancies Act 2004.
2. Any notice required to be given to the Tenant under this agreement will be duly served if sent by registered post or delivered by hand to the Tenant at the property.
3. Any notice required to be given to the Landlord under this agreement will be duly served if sent by registered post or delivered by hand to the Landlord at the property.
4. If the tenancy continues beyond the final date of the term of this agreement, then either the Tenant or Landlord may end it by giving the other party not less than 4 weeks written notice.

**FIRST SCHEDULE:**

This is the Special Conditions & Inventory. Additional sheets may be attached if necessary.

**SECOND SCHEDULE:**  
**RESIDENTIAL TENANCIES ACT 2004**

1. This is not a legal interpretation of the legislation.
2. The Tenancy Agreement may be terminated by the Landlord due to anti-social behaviour by the Tenant within the dwelling. This also applies if the Tenant allows anti-social behaviour by other parties within the property.
3. The Tenancy Agreement may be terminated by the Landlord for non-payment of rent by the Tenant and may result in 28-day notice of termination by the Landlord.
4. The Tenancy Agreement may be terminated by the Landlord in the event of any un-remedied breach of Covenant by the Tenant and may result in 28-day notice of termination by the Landlord.
5. Following the final day of the term of the Tenancy Agreement, the tenancy may continue:
  - a. For a further term by mutual agreement between the Tenant and the Landlord.
  - b. By the Tenant serving on the Landlord notice to claim a Tenancy for 4 years beginning at the original Commencement Date, provided that the Tenant has been in continuous occupation of the property for 6 months. This notice must be received by the Landlord no earlier than 3 months and no later than 1 month prior to the expiry date of this Agreement.
  - c. The tenancy may continue on a month-to-month basis under the original terms of the agreement without any formal agreement.

Refer to the “Residential Tenancies Act 2004” which is available from the Government Publications Office, Molesworth Street, Dublin 2.

**THIRD SCHEDULE:**

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. The Landlord is obliged to provide a Tenant 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 furnishing 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. 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 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.
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 a flat or maisonette.
8. 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.
9. Responsibility for the enforcement of the law relating to rent books and standards rests with the housing authority for the area in which the house is located. The name, address and telephone number of the relevant housing authority is as follows:

**Local Authority Name:**

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**SIGNED by the Landlord(s):**

\_\_\_\_\_ Date: \_\_\_\_\_  
(Landlords Name)

In the presence of:

\_\_\_\_\_  
(Witness)

**SIGNED by the Tenant(s):**

\_\_\_\_\_ Date: \_\_\_\_\_  
(Tenants Name)

In the presence of:

\_\_\_\_\_  
(Witness)

## **GUARANTEE**

I / We

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Address:

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at the request of the Tenant and in consideration of this Tenancy, agree with the Landlord that the Tenant will at all times pay the rent and comply with the terms of this Agreement and agree to indemnify the Landlord against all losses incurred by any failure by the Tenant to comply with the terms of this Agreement. Even if the Landlord gives the Tenant extra time to comply with any obligations in this Agreement, or does not insist on its strict terms, this covenant remains fully effective.

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Date

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(Signed by the said Guarantor)

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(In the presence of)

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(Signed by the said Guarantor)

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(In the presence of)