

## Fixed Term Letting Agreement

Both parties are legally bound to the full term agreed below. In the event of the lease being broken the deposit may be withheld and the tenant may be liable for the rent to the end of the contract or until new tenants are found.

This sample agreement is intended as a general guide for UCC students to illustrate the type of clauses typically found in residential letting agreements. It is not intended as a legal guide. Independent advice should be sought where appropriate. A guide to the rights and obligations of tenants is available on [www.prtb.ie](http://www.prtb.ie). No liability can be accepted for any omissions or errors in this sample agreement

**Property Address:** \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Useful Numbers	
UCC StudentPad Office	021-4818459
Cork City Council	021-4966222
Threshold	021-4278848
PRTB	01-6350600

Fixed term tenancy agreement beginning on \_\_\_/\_\_\_/\_\_\_\_\_ and ending on \_\_\_/\_\_\_/\_\_\_\_\_

### Contact Details

<u>Landlord Details</u>	<u>Tenant Details</u>
<b>Name</b> _____	<b>Name</b> _____
<b>Address</b> _____ _____ _____	<b>Home Address</b> _____ _____ _____
<b>PPS No.</b> _____	<b>PPS No.</b> _____
<b>Phone</b> _____	<b>Phone</b> _____

### Payment Details

**Bank Account Details of Landlord (if applicable)**  
 Account Name: \_\_\_\_\_  
 Account No: \_\_\_\_\_ Sort Code: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

**AGREED RENT:** € \_\_\_\_\_  PER WEEK  
 PER  MONTH

Resulting in the sum of € \_\_\_\_\_ to be paid on the \_\_\_\_\_ day of each month.

**PAYMENT METHOD:**     Direct Debit     Lodgement     Cheque

**DEPOSIT**

\*Security Deposit is used as security against breakages, unpaid bills and/or breach of contract.

**Amount of Security Deposit** (maximum of one month's rent) € \_\_\_\_\_

**Utilities Deposit** (heat and light) Deposit € \_\_\_\_\_

## Terms and Conditions

### A: The Tenant Agrees:

1. To pay the rent (a maximum of one month's rent in advance) and deposit as agreed with the landlord (or agent).
2. To pay for all damage and loss caused by the tenant (or guests) to the premises or inventory items, beyond fair wear and tear.
3. To permit the landlord (or agent) access to the premises for purposes of repair or inspection, by prior appointment (24 hours). The landlord reserves the right to gain immediate access to the property for emergency repairs.
4. To control noise and the volume of TV, radio and such instruments especially after 11.30pm.
5. To report immediately to the landlord details of any wiring defects, leaking pipes or damage to the premises.
6. To keep the premises in a clean and tidy condition.
7. To return all keys to the premises on completion of the tenancy.
8. Not to make copies of keys or give keys to any individual without the written permission of the landlord.
9. Not to sublet or assign any portion of the premises without the written consent of the landlord.
10. Not to make any alterations to the internal or external arrangement or appearance of the premises without prior consent from the landlord.
11. Not to impinge upon the right of neighbours to the peaceful enjoyment of their property or engage in or allow antisocial behaviour (Residential Tenancies Act 2004).
  - 11.1. Not to engage in or allow antisocial behavior in the property as defined in the Residential Tenancies Act 2004, 'any behavior that interferes with other people's peaceful occupation as well as more serious behavior that causes fear, danger, injury, damage or loss'. (Tenancy obligations (Part 2, Residential Tenancies Act 2004).
  - 11.2. In the event of complaints of repeated antisocial behavior by tenants or their guests and following a written warning, on instruction from the landlord, the tenants will vacate the property within 7 days.
12. To ensure that rubbish is stored appropriately and disposed of regularly as instructed by the landlord and is not allowed accumulate.
13. The tenant will ensure that the windows and doors are properly secured on each occasion before leaving the property.
14. Not to interfere with any of the safety devices in the property, including batteries in alarms.
15. Not to engage in acts which may make void or voidable any policy of insurance for the property.
16. All tenants of the property are responsible for maintaining the property in reasonable order throughout the tenancy for the wellbeing of all students. Should the property fail to meet reasonable standards of hygiene and cleanliness following a notified inspection, the landlord may, having allowed the tenant five days to rectify the breach, employ professional cleaners and charge the cost to the tenants.
17. All tenants of the property are responsible for the property in common and for returning the property in reasonable order to the landlord at the end of the tenancy.
18. No pets or animals are to be kept on the premises.
19. Not to smoke or allow guests to smoke in the building.
20. The premises shall only be used for residential purposes.

### B: The Landlord agrees

1. To maintain and manage the property in full compliance with the Residential Tenancies Act 2004, The Housing (Standards for Rented Houses) Regulations 1993, 2008 & 2009 .
2. To provide well heated, damp-free, secure accommodation in sound structural order, furnished for the living needs of a student, including adequate food storage, social areas and space in each bedroom to study comfortably.

3. To furnish tenants with a rent book, full receipts of all rents paid and copies of bills etc.
4. To allow tenants undisturbed occupancy of the premises subject to A.3. and A.11.2 above.
5. To have repairs carried out quickly, within 24 hours for heating, hot water, electricity, serious leaks, security (including alarms) and toilets. Less urgent repairs will be carried out within seven working days.
6. To take due care to the safety of tenants including supplying fire blanket, extinguishers and smoke alarms. These to be checked at every house inspection to ensure they are operating at an optimum.
7. To keep the external part of the building, including yards, gardens, fences, guttering, gates, drains, etc in good order and repair.
8. To provide adequate storage for all refuse and removal of same.
9. When the tenancy ends to repay the security deposit, less any appropriate deductions, within 28 days.
10. To pay all heating and electricity bills from the utilities deposit promptly. Any unused portion of the utilities deposit will be refunded to the tenant within 28 days of the end of the tenancy. Any outstanding amount over and above the utilities deposit will be charged to the tenant. (Utility bills will be divided equally among all the tenants in the property).
11. Register all tenants with the PRTB.
12. Provide tenants with a BER cert.

**Signature**

**The foregoing terms agreed to by:**

Tenant (signed) \_\_\_\_\_

*Of (Home Address)* \_\_\_\_\_

Landlord (signed) \_\_\_\_\_

*Of (Home Address)* \_\_\_\_\_

*On (Date):* This \_\_\_\_\_ day of \_\_\_\_\_ 201\_\_\_\_\_

**TWO COPIES OF THIS DOCUMENT TO BE SIGNED.  
ONE TO BE KEPT BY TENANT. ONE TO BE KEPT BY LANDLORD.**

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 the house is, unless otherwise expressly provided for in a lease, entitled to quiet and peaceful enjoyment of the house with out 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 terns 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 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.
4. The landlord is obliged to keep the particulars in the rent book up to date. Where the rent of 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 1<sup>st</sup> 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 January 1<sup>st</sup> 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 the 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 to a statement to "house" includes 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, Moleworth 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 are as follows:

Local Authority Name: Cork City Council  
City Hall  
Cork  
021 4966222

Signed by the Landlords: \_\_\_\_\_ in the presence of \_\_\_\_\_.

Signed by the Tenants: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ in the presence of \_\_\_\_\_.

**Inventory of Contents and Fixtures**

**Room: Tenant's Bedroom**

	Condition on Move in	Condition on Move out
Flooring		
General Decoration		
Walls		
Doors/Windows		
Curtains/Blinds		
Lighting		

List the contents of each room

Item	Description & Age	Condition on Move in	Condition on Move out

--	--	--	--

Tenants Initial's\_\_\_\_\_

Landlord's Initials\_\_\_\_\_

**Inventory of Contents and Fixtures**

**Room: Kitchen**

	Condition on Move in	Condition on Move out
Flooring		
General Decoration		
Walls		
Doors/Windows		
Curtains/Blinds		
Lighting		

List the contents of each room

Item	Description & Age	Condition on Move in	Condition on Move out


Tenants Initial's \_\_\_\_\_

Landlord's Initials \_\_\_\_\_

**Inventory of Contents and Fixtures**

**Room: Living Room**

	Condition on Move in	Condition on Move out
Flooring		
General Decoration		
Walls		
Doors/Windows		
Curtains/Blinds		
Lighting		

List the contents of each room

Item	Description & Age	Condition on Move in	Condition on Move out


Tenants Initial's \_\_\_\_\_

Landlord's Initials \_\_\_\_\_

**Inventory of Contents and Fixtures**

**Room: Stairway / Landing**

	Condition on Move in	Condition on Move out
Flooring		
General Decoration		
Walls		
Doors/Windows		
Curtains/Blinds		
Lighting		

List the contents of each room

Item	Description & Age	Condition on Move in	Condition on Move out




Tenants Initial's \_\_\_\_\_

Landlord's Initials \_\_\_\_\_

**Inventory of Contents and Fixtures**

**Room: Bathroom**

	Condition on Move in	Condition on Move out
Flooring		
General Decoration		
Walls		
Doors/Windows		
Curtains/Blinds		
Lighting		

List the contents of each room

Item	Description & Age	Condition on Move in	Condition on Move out


Tenants Initial's \_\_\_\_\_

Landlord's Initials \_\_\_\_\_

**Inventory of Contents and Fixtures**

**Room: \_\_\_\_\_**

	Condition on Move in	Condition on Move out
Flooring		
General Decoration		
Walls		
Doors/Windows		
Curtains/Blinds		
Lighting		

List the contents of each room

Item	Description & Age	Condition on Move in	Condition on Move out


Tenants Initial's \_\_\_\_\_

Landlord's Initials \_\_\_\_\_