



# IMPORTANT PLEASE READ CAREFULLY

## SUMMARY OF YOUR OBLIGATIONS UNDER YOUR TENANCY AGREEMENT

You are advised to read through this document carefully before you sign your Tenancy Agreement for the dwelling. **If you would like a sample copy of the Full Tenancy Agreement prior to signing please submit your request in writing to the Council.**

**Breaches of any of the terms of your Tenancy Agreement by you or any member of your household, including visitors to your dwelling, may result in the Council applying to the Courts for a Possession Order for the dwelling or Exclusion Order in respect of any member of your household or visitor to your dwelling.**

A Council Officer will meet you on the day you are signing the Tenancy Agreement and if you have any queries or require further information please raise the issue(s) with the Council Officer **prior to signing the declaration at the end of this document and your Tenancy Agreement.** An appointment can be arranged prior to day of allocation by contacting the Estate Management Unit, to discuss the contents of this document. Please quote your Housing Reference when calling.

### **Paragraph 1 – Legal Definition.**

### **Paragraph 2 - Dwelling Location & Day rent due.**

### **Paragraphs 3-9 – Rent:**

Tenants are obliged to pay the assessed rent weekly and inform the Council if their income changes for any reason, including the income for any member of their household, and submit to the Council all required documents in respect of the tenants' income and the income of any other members of the households.

### **Paragraph 10 – Not permitted to rent dwelling or rooms to others:**

Tenants are not permitted to sublet or rent the dwelling to another person including rent of room to another person (**no lodgers allowed**).

### **Paragraph 11 – Not to be absent from dwelling for prolonged periods:**

Tenants are **not** permitted to be absent from the dwelling for more than six weeks in any one year without the prior written permission of the Council. If absent for longer than **six weeks in any one year** it may be considered that the tenant is no longer residing in the dwelling as their main residence and the Council may repossess the dwelling under the Abandonment of Dwelling procedures.



**Paragraph 12 – Repairs:**

- Tenants are responsible for all repairs listed at the end of the Tenancy Agreement.
- The Council is only responsible for structural repairs.
- All repair requests **MUST** be reported to the Council Housing Maintenance Section immediately.

**Important: You are advised to obtain insurance in respect of your belongings in the case of theft, fire or other damage as such loss is not covered by Council’s Insurance.**

**Paragraph 13 – Permission required in respect of any alterations to the dwelling:**

Tenants are not permitted to carry out any alterations/improvements or other works, such as building extensions/sheds/workshops, knocking down interior/exterior walls without the prior written permission of the Council.

- Tenants must keep the dwelling in a clean and good condition and not cause damage to any of the fixtures or fittings including kitchens/bathrooms and electrical services.
- **No mobile homes** are permitted to be stored within the garden /driveway area of the dwelling.
- The storage of caravans /camper vans are only permitted for a period of nine months in any one calendar year. At no time should any caravan/camper van be used for any living purposes or be connected to the electricity supply of the dwelling or any public power supply.

**Paragraph 14 –Disposal of rubbish & restrictions in respect of the keeping of pets:**

**Tenants must dispose of rubbish in a proper manner in accordance with any current relevant Legislation including Regulations (Laws of Ireland):**

- Not to allow any build-up of rubbish in the dwelling or its gardens/sheds/outhouses
- Garden to be kept clean and tidy
- Not to plant trees that would cause nuisance to others

**No horses, pigs or poultry including cockerels are permitted at any time.**

**Only domestic pets to be kept, a maximum of two domestic pets to be kept.** Breed of dogs included on the **RESTRICTED DOGS LISTS** are not permitted, **this includes the following**

American Pit Bull	Staffordshire Bull Terrier
Japanese Akita	German Shepherd
Doberman Pinscher	Rottweiler
Bull Mastiff	English Bull Terrier
Rhodesian Ridgeback	Japanese Tosa
Band Dog	
See images at rear of this document	

All animals, should be kept under control at all times.

*Please note that the House Rules for some apartment complexes do not allow pets of any description.*



**Paragraph 15 – Boundary/Fences:**

Tenants are responsible for the proper maintenance and replacement of all walls and fences.

**Paragraph 16 – Decoration of Dwelling:**

- Tenants are responsible for all decoration of the dwelling including repairing broken glass in the windows – no matter how the glass is broken.
- **The exterior of dwellings including doors should only be painted in finishes that are in harmony with other dwellings in the neighbourhood.**

**Paragraph 17 - Drains, Gully Traps, Sinks and Toilets:**

- No oil or grease should be emptied into your sink, toilet or drains
- The following items should not be disposed down the toilet  
Baby wipes, Nappies, Face Wipes, Rags, Cotton buds, Sanitary towels, Non-biodegradable hygiene products or any other items containing plastic or thick cotton even if they are labelled flushable.

**Paragraph 18 – Behaviour that is not tolerated:**

Tenants and any member of their household including visitors to the dwelling may not cause nuisance, annoyance or disturbance which will have a **significant or persistent detrimental effect on the quality of life of those in the locality of the dwelling to which the tenancy agreement relates.**

**Definition of Anti-Social Behaviour:**

*Anti social behaviour includes either or both of the of the following namely-*

- a) The manufacture, production, preparation, importation, exportation, sale, supply, possession for the purpose of sale or supply, or distribution of a controlled drug (within the meaning of the Misuse of Drugs Acts 1977-2007).*
- b) Any behaviour which causes or is likely to cause any significant or persistent danger, injury, damage, alarm, loss or fear to any person living, working or otherwise lawfully in or in the vicinity of a house provided by a housing authority under the Housing Acts 1966-2014 or Part V of the Planning and Development Act 2000 or a housing estate in which the house is situate and, without prejudice to the foregoing, includes-*
  - i. Violence, threats, intimidation, coercion, harassment or serious obstruction of any person,*
  - ii. Behaviour which causes any significant or persistent impairment of a person's use or enjoyment of his or her home, or*
  - iii. Damage to or defacement by writing or other marks of any property, including a person's home.*

**Paragraph 19 –Aerials/Satellite.**



**Paragraph 20 – Communal Areas & House Rules:**

Tenants' allocated dwellings that include communal areas will be given a copy of the House Rules for the complex and are required to adhere to the House Rules in addition to the Clauses in their Tenancy Agreement.

**Paragraph 21 - Council right to carry out inspections of the dwelling:**

Council Officials, their agents and Environmental Officers are permitted entry to the dwelling to carry out relevant inspections at reasonable times (i.e. 7:00am-8:30pm) and carry out any necessary works that the Council consider necessary.

The Council will carry out house inspections annually and in some cases more often.

**Paragraph 22 – Behaviour when tenancy ends:**

In the event that the tenancy ceases for any reason Tenants and members of their household will give vacant possession of the dwelling to the Council peaceably and quietly.

The Council will issue charges and will dispose of all items remaining in dwellings when the Council take vacant possession of the dwelling. The dwelling should also be left in a clean and habitable condition.

**Paragraph 23 - Council may resume possession of the dwelling if Tenancy Agreement Breached:**

If you breach the terms of your tenancy agreement, subject to the Laws of Ireland, the Council may enter and resume possession of the dwelling.

**Paragraph 24 - Methods by way the Council may serve Statutory Notices on the Tenants in respect of Breaches of their Tenancy Agreement:**

The Council may serve Notice on the tenant in respect of breaches of the Tenancy Agreement under the current relevant Legislation (Laws of Ireland) in the following manner:

- Personally
- By leaving the same with any person over the age of 16 who is resident or employed in the dwelling
- By post
- By email

**Paragraph 25 – Liability to Pay Rent:**

Tenants are liable for all rent on the dwelling until the Council take vacant possession of the dwelling, whatever the circumstances.



**Paragraph 26- Other payments due:**

If the Council provide the following the tenant is liable for charges

- Central heating
- Hot Water

**Paragraphs 27 – Data Protection:**

Relates to the Council’s responsibilities under the Data Protection Acts

**Paragraph 28 – Obligation to Pay Rent:**

Your obligations to adhere to the terms including payment of rent contained in the Tenancy Agreement.

**Paragraph 29 – Laws relating to your Tenancy:**

The Housing Acts 1966-2014 including any relevant Act passed by the Government apply to your Tenancy.

I/We have read and understood the above in respect of the Tenancy Agreement we will sign for the dwelling at \_\_\_\_\_ and **Agree** to abide by the terms of the Tenancy Agreement and conditions laid out in this document.

**I/We also agree to accept service of any Statutory Notice under the Housing (Miscellaneous Provisions) Act, 2014 by email (which include Tenancy Warnings in respect of anti social behaviour, rent arrears and breaches of your Tenancy Agreement. Possession Orders under Section 12, Abandonment Notices under Section 14 & 15, Termination of Tenancy Notice under Section 15)**  
Please initial here to confirm your agreement.

Applicant 1: \_\_\_\_\_ Date \_\_\_\_\_

Email: \_\_\_\_\_

Applicant 2: \_\_\_\_\_ Date \_\_\_\_\_

Email: \_\_\_\_\_

Council Official \_\_\_\_\_ Date \_\_\_\_\_

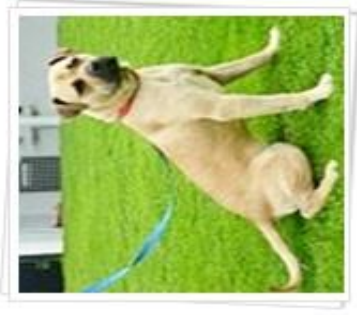
***If you require an appointment to discuss the terms of your Tenancy Agreement and/or review the full Tenancy Agreement prior to signing for your dwelling please contact the Estate Management Unit quoting your Housing Reference.***



English Bull Terrier



Bull Mastiff



Rotweiler



American Pit Bull Terrier



Staffordshire Bull Terrier



Dobermann Pinscher



Rhodesian Ridgeback



Japanese Tosa



German Shepherd (Alsatian)



Japanese Akita



Bandog



**Breeds of dog including any cross breed of these not permitted in Council dwellings.**