



Property Management Since 1987

Landlord Information Pack

2019 Edition







The Flexible Management Company



www.virtuallandlord.ie



DOMINICK COURT
SERVICED OFFICES



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WHY CHOOSE US



- FREE VALUATIONS –**
Property management since 1987 so you're in good hands
- FREE ADVERTISING –**
We have a wide network of online advertisements
- FREE LANDLORD PACK –**
We're happy to help so contact us for advice
- QUALITY TENANTS –**
We screen every tenant, every time
- BETTER PROTECTED –**
We get you deposits of at least one-and-a-half months rent
- LETTINGS SERVICE –**
Our online lease process is the first in Ireland
- FULL MANAGEMENT SERVICE –**
We're known for being tough with tenants
- VIRTUAL LANDLORD SERVICE –**
Only pay for what you need
- PROPERTY MAINTENANCE SERVICE –**
We have an in-house design & maintenance team
- COMMERCIAL MANAGEMENT –**
Shops, offices, serviced offices, industrial units, farmland
- ALWAYS CHEAPER –**
We don't spend all your money on our advertising

ADVICE IS FREE
(01) 677 9700



WESTCOURT MANAGEMENT SERVICES, SINCE 1987

We're known for being a **no-nonsense management company** that represents landlords, big and small and we put your best interest first. We have years of experience of managing property across **Dublin City and County and elsewhere**, so whether you want lettings only, full management, or one of our virtual landlord options, we're happy to help. We **specialise in property management and lettings** of residential and commercial buildings, from modern complexes to beautiful period houses. We've project managed multi-million euro restorations, built unique mews houses and we manage some **iconic buildings** around the city. We're happy to chat about new projects, large or small. **Call us today** to talk about your property!

WHAT WE DO FOR YOU!

If you want to self-manage your property and tenant, we provide a comprehensive **letting-only** service. You're always in control. With **full management** we become the only point of contact for the tenant, and manage all aspects of the property and letting from start to finish.

Our **virtual landlord** service enables landlords to pick and choose individual aspects of property management and self-manage the rest.

All information and references in this pack are correct at the time of print – May 2019. WMS reserves the right to change or discontinue the services displayed in this pack without any notice or at its own discretion. WMS also trades as iLandlord, Virtual Landlord and Game of Homes. Details about the extent of our licence to manage property are available on the Property Services Regulatory Authority website www.psr.ie and from us on request.

Westcourt Management Services Limited is licenced by the Property Services Regulatory Authority, Licence No. 003278







FREE VALUATION

It's not easy being a landlord in Ireland! We'll be delighted to meet you onsite and give you a free opinion and rental valuation. We know the property market inside out and we can advise on all aspects of property lettings, from advertising to maintenance. Call or email our office today to chat to one of our managers and arrange to meet onsite.

FREE ADVERTISING

We advertise on a broad range of online property sites, including our own. We only use 'Premium' (top rated) ads so you're assured of a first page spot. We also get a lot of repeat business through word of mouth because of our long history in property.

The best reason to use us to advertise is that the quality of our photographs set your property apart from others. Their detail and professionalism catch the eye ahead of other ads. We can also advise on A-boards and newspaper ads but these can't compete with online sources.

FREE LANDLORD PACK

Advice is free and we're well known on the Irish landlord's forum for our advice. This pack is designed to guide you through a notoriously pro-tenant system and start you in the right direction. Irish landlords are treated as businesses in the eyes of the law so you need to act like one.

QUALITY TENANTS

The most critical decision of the letting process is choosing which prospective tenants to accept. It's easy to make a quick decision when there's a deposit being waved in front of you but the damage that can be caused by a bad tenant can be devastating. The worst type of tenant can cost you your whole investment and your credit rating along with it.

Unfortunately, Irish law protects the worst type of tenant in place for an extraordinary amount of time, so don't skimp on this decision. Good tenants are your most valuable resource. They're something to be protected and a good tenant will have both a workplace and previous landlord reference. Students will have a letter of acceptance from their college. A PPS number is essential so get some proof of this along with a state ID (passport or drivers license).

Some landlords ask for bank statements showing ability to pay the rent level but this can be a step too far for many potential tenants. One of the best methods of screening is asking for higher deposits as described below. A search on the RTB adjudication results page is a necessity. We screen all prospective tenants for suitable work and character references. In some circumstances we look for a guarantor for the tenants ie. a house owner in Ireland who will guarantee the rent.

BETTER PROTECTED

In 2010 we experimented with the idea of a slightly higher deposit than the usual one month. We discovered that it was not a barrier to renting. Almost nobody even questioned the idea, and it had no affect on our letting speed. People saw it as "just a deposit", so they knew they would be getting it back at the end of their tenancy, almost like a small savings.

The result today is a near zero rate of the old story, of tenants leaving without paying the last month and also owing small amounts for damages, electricity, rent arrears etc. We no longer need to make a tough decision on whether it's worth chasing a tenant for a small amount, because tenants don't leave owing anything. Tenants have too much to lose now that we hold deposits of at least one-and-a-half months rent. We take two months in cases where all document requirements aren't met, for example students or someone moving into the country without a previous landlord reference or PPS number.

We hold the deposit in a client account on your behalf and return it to the tenant at the end of the tenancy agreement, subject to the usual final inspection.

LETTINGS SERVICE

Our letting service is fast and efficient. After advertising, viewing, collecting a deposit & first month rent and checking references, our online lease system takes over. Accepted applicants sign up through our website and are taken step-by-step through the details of the lease. All the most common questions are answered and all the most common mistakes made by tenants are tackled before they can ever become an issue. The system standardises the information given to everyone, which saves us time and you, money. A stitch in time saves nine.

It's best to have a property as clean and clear as possible for viewings and we recommend sending a cleaner to every property before viewing. Our make-ready crew can prepare any property and we have some standardised decorations that suit any living room to make the photos stand out. Before signing the lease in person, we get the tenant to complete and sign a standing-order form for their rent, which we send to their bank on their behalf. We also require the tenant to sign current photos of the property which are attached to the lease, and remind them to send us their own snag list shortly after move-in as a precautionary measure. We also give them meter readings and their meter point reference numbers.

Our leases have been tried and tested over many years and at the RTB, so you can rest assured. You let us know if you want us to register the tenant with the RTB, or if you would rather. You're in complete control.

Our letting and management fees are some of the most competitive on the market. We tell people we're not the cheapest because the cheapest is garbage; we're the second cheapest, because we don't spend all your money on our advertising or expensive show-rooms. After the deduction of fees & outlays we send you a detailed balancing statement.

With a letting-only service the landlord assumes responsibility for managing the tenant from the time the tenant moves in.

FULL MANAGEMENT SERVICE

Our full management really does mean all-inclusive, hassle-free, with no hidden extras. We become the only point of contact for the tenant so you sit back and relax while we do all the work. Tenants call us for any maintenance or legal issues like notice periods, sublets, tenant obligations etc. We collect the rent, keep you compliant, send you a monthly financial statement and transfer the rent to you each month after agreed fees.

One of the most common pieces of advice we give on the Irish Landlord's forum is to not accept anything less than market rate. You don't owe anyone a lifestyle, but many landlords are uneasy about tackling this issue when dealing directly with a tenant. Many landlords are unsure of the fine details of retaining a deposit to cover tenant damages, or in taking a case to the RTB when a tenant hasn't kept to their obligations, or defending against an unreasonable demand from a bad tenant. This is where our years of experience with the residential tenancies legislation and the RTB stand to us and where we really justify our fees. We're able to tackle these issues head-on and we have the precedents to show for it.

- We collect rents and chase any late rents on your behalf
- We're the first point of contact for and tenant's queries and aim to keep you informed but not hassled
- We arrange maintenance of your property, within your parameters, by our fully qualified, tried-and-tested tradesmen





**LARGE ENOUGH TO
RELY ON**

**SMALL ENOUGH TO
CARE**

- We periodically inspect the property and advise the tenants of their responsibilities where needed
- We manage deposit refunds and withholding thereof whenever necessary. You're never at a loss.
- We represent you at any RTB cases that may arise
- We keep records and financials of your account
- We send you a monthly statement and transfer rents to you net of fees
- Sublets are almost always covered by the tenant's deposit and are billed at a fraction of the cost of a full let
- Renewals are also billed at a fraction of the cost of a full let but these are only useful to you in a downward market

We're large enough to rely on, small enough to care



Virtual Landlord allows you to pick and choose property management services, to give the appearance of having a full management company for your property. You only pay for what you use. If you don't want to pay for a management company, but still need someone on-site once in a while, we can be your eyes and ears. We help with specific services such as inspections, inventories, check-in/out, advertising, photo shoot, viewings, leases, key holding, advice and RTB representation. It's an exciting idea so visit our website for full details:

www.virtuallandlord.ie



ADVERTISE YOUR PROPERTY

The basic service includes:

Photo shoot, professional wide angle lens pictures

Premium online advertisement on our full network of online property sites

The premium service also includes:

Receive calls to our head office residential team

Arrange viewings with potential tenants at a pre-arranged time to meet onsite (see our rates for viewings or full rental)

VIEWINGS

An hourly rate for meeting potential tenants onsite to view your property. We can arrange for multiple viewings at the same time to save on extra trips. Travel time to and from the property is billed at the same rate.

SIGN A LEASE

The basic service includes:

Collect deposit and first months rent into client account and forward balance to you

Meet with tenants to arrange signing (we can sign on your behalf)

Hand over keys to the new tenant

Lease holding for future reference

The premium service also includes:

RTB registration

CHECK-IN

Utility meter readings

Deliver keys to new tenant

Condition report of the property

Inventory report of the property

FULL LETTING

Inspection of property

Premium online advertisement on our full network of online property sites

Meeting potential tenants onsite to view your property

Full reference checks

Sign a lease

Check-in of tenant includes photo survey and inventory

INTERIM INSPECTION & REPORT

Utility meter readings

Condition report of the property

Inventory report of the property

KEYHOLDING

We can hold a spare key in our key safe in case of emergencies.

CHECK-OUT

Utility meter readings

Collect keys from existing tenants

Condition report of the property

Inventory report of the property

PROPERTY MAINTENANCE SERVICE

We have a tried and tested crew of tradesmen and contractors that we recommend for maintenance. We've worked with so many over the years that when we find a good one, at a good price, we stick with them. Our regular crew has been with us a long time and we're lucky to have them.

A common mistake by landlords is to use a jack-of-all-trades-master-of-none instead of properly skilled tradesmen or contractors, believing they can get the same work for less cost. The result is that nothing is done to quite the high standard that your property deserves and you end up with second class work. One compounds the other and you end up needing to do an entire job just to tidy the original work. Aside from reducing the value of your property you also end up spending the same amount of money but taking a lot longer to get the same result. In other words, you get what you pay for!

We use the appropriately skilled tradesmen for all our work; carpenters for carpentry, plumbers for plumbing etc. We've standardised almost every part of our rental properties to a high spec and we'll be delighted to give an opinion and recommendation for your property. Any maintenance required outside your set parameters is discussed with you before acting.

Having a minimum standard for each of your units means you don't end up paying for tenant's damages. This practice of good quality ends up paying for itself.

COMMERCIAL MANAGEMENT

With over 50,000 square feet of office space across Dublin & Limerick cities we can advise on long and short term leases and license agreements. We manage fully serviced office blocks on both sides of the city and we have tenants on both short term leases, and long term leases up to 35 years. We manage offices in some of the best locations in Dublin including Wicklow Street, Temple Bar, Clarendon Street, Pearse Street and Parnell Square. We also manage multi-use buildings like our restaurant in Temple Bar next door to the Clarence Hotel, with an office on the 1st floor and two apartments on the floors above. There's a very good reason our serviced office buildings are consistently fully let; our business model is so cost effective we out-price our competitors.

Preparation of commercial leases generally costs more because of the extra customisation needed and the possible requirement for a solicitor.

ALWAYS CHEAPER

We're a no frills, no-nonsense property management company that gets the job done. We're known for being tough with tenants in a notoriously pro-tenant system, but we're also known for being efficient. We prepare the property to a high standard and our preventative maintenance and education systems tackle issues before they ever become a problem. Most importantly, we're able to pass this saving on to you.

Example

Average Dublin apartment

Owner with 1 unit

€1,500 monthly

Our fees**Other agents****Letting fees cheaper or free: €1,000+VAT****Usually 8.3%+VAT****(€1,494+VAT)**

Our quality advertising and online lease system allows us to bill you less

Our fees**Other agents****Management fees cheaper: 7%+VAT****Usually 10%+VAT****(€105+VAT)****(€150+VAT)**

Our no-nonsense approach to tenants holds the tenant responsible for their own costs. Our fees reduce with additional units as low as 4%

RTB representation:**Our fees****Other agents****€500****Usually €1,000****Our fees****The rest****Total****€1,605****Min €2,644+extras**

Call us today to chat about how much we can save you +353 (0)1 677 9700
and ask about any special offers we have going!





COMPLIANCE

LEGISLATION

Legislation requires us to gather an I.D. (passport / drivers license), two proofs of address (original utility bills / bank statements) and proof of ownership (mortgage statement / solicitor's letter) for owners.

BER

From 1st January 2009, every dwelling offered for sale or rent requires a Building Energy Rating (BER) Certificate by law and must be displayed in advertisements. A BER Certificate is an indication of the energy performance of a home and comes accompanied by an advisory report which identifies how you might improve the energy performance of your home and is part of the Energy Performance of Buildings EU Directive.

A BER is the calculated energy use for space and hot water heating, ventilation and lighting based on standard occupancy and is similar to the energy label for a household electrical appliance like your fridge. The label has a scale of A-G. A-rated homes are the most energy efficient and will tend to have the lowest energy bills. A BER is also required before a new home is occupied for the first time. Certificates are valid for 10 years.

There are exemptions for certain categories of homes, for example, protected structures.

BER assessments are completed by registered BER Assessors who have been trained under the National Framework of Qualifications, passed the SEAI BER Assessor exam and have registered with SEAI. For more information, visit the Sustainable Energy Ireland website www.sei.ie/ber

GAS

All Gas Boilers should be serviced annually. A boiler service is the best way to ensure it works safely and efficiently. It guards against increased heating costs and reduces the possibility of breakdown.

Landlords have a responsibility under Statutory Instrument SI.534 of 2008 Housing (Standards for Rented Houses) Regulations 2008 to ensure that the gas installation in their property is maintained in good repair and safe working order. The Technical Guidance Document in relation to this regulation states that a current Declaration of Conformance certificate for an IS.813 Annex E inspection issued by a Registered Gas Installer for the gas installation in the property will prove compliance with the regulations. See more on the 'Safety' page of www.rgi.ie

DEPOSITS

Always insist on a deposit of at least one-and-a-half times the monthly rent. Two months for anyone without all necessary documents. Anything less and you enable bad tenants to leave without paying the last month's rent. This leaves you with nothing to cover any damages, rent arrears or expenses like utility bills, other than the tedious RTB procedure. The legislation doesn't allow you to charge for your time in preparing a case.

If a tenant pays a deposit and then decides not to move in, you are entitled to retain part or all of the deposit to cover your losses (re-advertising, extra viewings, added vacancy etc.).

Many tenants will leave a property in the condition they received it (save for normal wear and tear) but frequently a tenant will expect the landlord to clean up after them. This is one of the most contentious parts of property management. Here's how to expense repairs to damages caused by tenants to their deposit:

1. Always picture how you would rationalise a deposit-retention to an RTB adjudicator
2. Only contact tenants by email, not phone, so you have a record of your attempts to resolve the situation and a record of any abuse they might give you.

3. Gather 'before' evidence; the photos attached to the lease or the tenant's original snag list. Possibly have a 3rd party contractor that worked in the premises before the tenant moved in, act as a witness.
4. Get photos of any damage. This is critical. If you can, have the camera time stamp them or even better get a 3rd party contractor to do it so he can verify the date they were taken.
5. Get a 3rd party contractor to inspect and do the work, so they can act as an independent opinion. Only use ones that are good enough to offer an educated and decisive opinion. Some contractors won't want to help in any dispute so be sure not to use them.
6. If you're doing the work yourself, get someone independent to inspect with you (this is where a management company comes in handy).
7. Get an invoice (or quote) and a written explanation from the contractor explaining that, in their experience the damage was caused by the tenant (if it really was caused by the tenant).
8. Email the photos to the tenant and ask them how the damage happened. This can sometimes resign the tenant to accepting the expense or once in a while they can give a reasonable explanation.
9. Do not be worried if a tenant starts to threaten! It's a common response when a bad tenant has been caught out. Just be sure of your facts and refer to step 1.
10. Email the tenant to ask for their bank details for the return of the deposit balance. They'll get these to you fast. Be sure you don't miss any expenses, chasing them after the deposit balance has been refunded is far more difficult.
11. When deciding on an amount to retain, you can only bill for the replacement of like-for-like and maybe a small bit extra if you are forced to upgrade. For example, if a tenant has left an iron burn in the carpet of a small bedroom, it's not reasonable for the landlord to put up with a small square cut out and replaced so we will usually change the whole carpet. It is also not reasonable for the tenant to pay for the full carpet since the landlord is getting an upgrade to the rest of the room. We bill the tenant for the cost of a small section of the replacement carpet, the callout and a small bit extra for forcing us to pay for the upgrade of the rest of the carpet.
12. Check sources of information like the forum on www.irishlandlord.com for advice. You can also call Threshold and pretend to be a tenant for free advice. Beware because you're getting opinions only and you still need to make the final decision. We know of times where Threshold gave tenants wrong information.
13. Refund the balance deposit fast! The tenant is responsible for paying for damages and you are responsible for returning the deposit. We set ourselves a target of returning a deposit within 7 days if we're keeping some for damages and asap if we've genuinely had a good tenant.
14. Refund the deposit by electronic transfer (cash or cheques waste time). This'll give you an official record of the refund.
15. Often a tenant that is about to loose some of their deposit will keep pestering and threatening with solicitors, Threshold or RTB. Once you're sure the damage was caused by the tenant and you have all the evidence you need, stop replying to rude emails and stay professional by returning the balance of the deposit fast.
16. Do not lose your temper or get dragged into a hot-headed argument but instead present the case to them (all by email so you have a record) as you would to a RTB adjudicator. As soon as they get advice from anyone reasonable they will be talked out of going further. Use the line 'Unfortunately I can't change the rules because of a threat of RTB but I would encourage you to get advice from ...'
17. Let the tenant do the work from then on

FEES & OPTIONS

Property maintenance is billed at our standard rate of €50+VAT per hour including travel. Vat is billed at 23%. In the event of an emergency maintenance call after working hours or at a weekend, we do not contact a landlord at that time; we deal with the emergency there and then. We will contact the landlord about the maintenance issue on the next working day. Where it is obvious that the emergency may require a large amount of work or expense or where it is clear that the bill may exceed €500, we will then endeavour to contact the landlord where possible. Variable rates are based on the total number of properties. The more properties the greater the economy of scale.



FEES & OPTIONS

| | |
|--|---|
| RESIDENTIAL LETTINGS Inspection, advertise your property, viewings, check references, sign a lease, check-in | €1,000+VAT |
| RENTAL MANAGEMENT - FULL Rent collection & financial statements, post-let management, we become the first point of contact for your tenants | 5% - 7% of rents collected +VAT |
| RENTAL MANAGEMENT - Lite Grounds keeping, lettings & turnovers of apartments. Everything in rental management except the rent collection and financials. | 4% - 6% of rents collected +VAT |
| COMMERCIAL LETTINGS Both serviced & unserviced | 10% of the first 12 months agreed rent +VAT |
| SERVICED OFFICE MANAGEMENT We can set up your building as a serviced office business and manage the business for you | 10% of rents collected +VAT |
| ADVERTISE YOUR PROPERTY Photo shoot, premium ad Include receive calls and arrange viewing times | €400+VAT €550+VAT |
| VIEWINGS Conduct the viewings | €75 per hour (inc. travel) +VAT |
| SIGN-A-LEASE Collect deposit and first months rent, sign lease, deliver keys, lease holding INCLUDE RTB REGISTRATION | €200+VAT €300+VAT |
| CHECK-IN Meter readings, deliver keys, condition report, inventory | €200+VAT |
| INTERIM INSPECTION & REPORT Meter readings, condition report, inventory | €200+VAT |
| KEY HOLDING We can hold a spare key in our key safe in case of emergencies | € Free |
| CHECK-OUT Meter readings, collect keys, condition report, inventory | €200+VAT |
| RENEWALS Lease renewal, sublet, any amendment to a lease. Usually a tenant's deposit will cover a sublet. | €200+VAT |



MANAGEMENT FEES FROM 3.9%

HOUSING REGULATIONS

Landlords must ensure that their rented properties comply with certain minimum standards. These minimum standards are set out in the Building Regulations: Housing (Standards for Rented Houses) Regulations (see www.environ.ie). For each apartment, flat or house being rented as a separate unit, the landlord must ensure that the rental property is in a proper state of structural repair. This means that the landlord (or the relevant owner-management company on behalf of the landlord) must maintain the property in a sound state, inside and out. Roofs, roofing tiles, slates, windows, floors, ceilings, walls, stairs, doors, skirting boards, fascias, tiles on any floor, ceiling and wall, gutters, down pipes, fittings, furnishings, gardens and common areas must be maintained in good condition and repair. They must not be defective due to dampness or otherwise. The landlord must ensure that electricity or gas supplies are safe and in good repair, and that every room has adequate ventilation and both natural and artificial lighting.

The landlord must provide:

- A sink with hot and cold water
- A separate room, for the exclusive use of each rented unit, with a toilet, a washbasin and a fixed bath or shower with hot and cold water
- A fixed heating appliance in each room, which is capable of providing effective heating and which the tenant can control
- Facilities for cooking and for the hygienic storage of food including, a 4-ring hob with oven and grill, fridge-freezer and microwave oven
- Access to a washing machine either on the premises or in the curtilage of the building
- Access to a clothes-dryer if the rented unit does not have a private garden or yard
- A fire blanket and smoke alarms
- Access to vermin-proof and pest-proof refuse storage facilities

In multi-unit buildings, the landlord must provide each unit with a mains-wired smoke alarm; a fire blanket; and an emergency evacuation plan. There must also be emergency lighting in common areas. The full regulations and a handy guide can be downloaded from the Housing > Accommodation Standards section of www.environ.ie

INSPECTIONS

Once a tenant occupies the property, a landlord is only allowed to enter the property with the tenant's permission or in an emergency. If repairs or an inspection need to be carried out on the premises, then the landlord must make a prior arrangement with the tenant to gain access. We have seen cases where the RTB have fined tenants for not allowing access.

INSURANCE

It is the landlord's responsibility to ensure the building is properly covered by property owners insurance, including public liability and for notifying their insurer that the property is a rental unit.

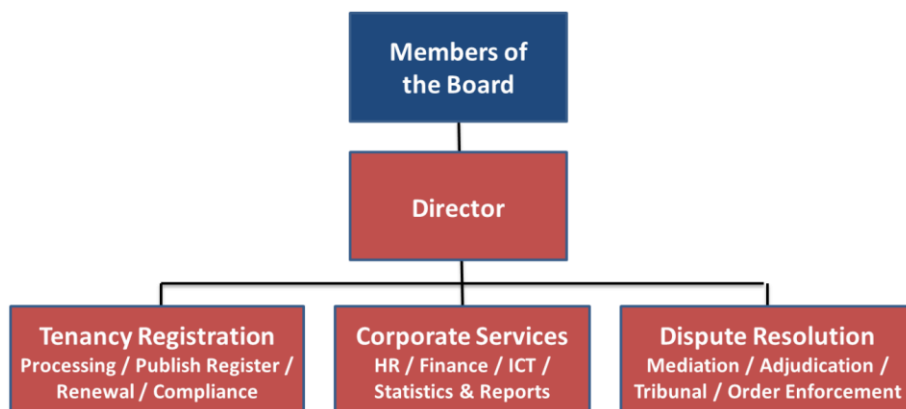
We manage a group policy for all WMS managed properties and recommend including your property in this to avail of our group rate.

Our leases advise each tenant that their own contents are not covered under the Landlords policy and that we recommend they pursue their own contents policy.

RTB

The Residential Tenancies Board (RTB), formerly the Private Residential Tenancies Board (PRTB) was established in 2004 on foot of the Residential Tenancies Act (RTA 2004) to operate a national tenancy registration system and to resolve disputes between landlords and tenants. It also provides policy advice to the government on the private rented sector. Its dispute resolution service replaces the courts for the majority of landlord and tenant disputes, affording protection to both parties without

the legal cost. A quick guide to the Act is available in the Landlord > Rights, Responsibilities & Obligations > Good Landlord Guide page of www.RTB.ie



- All properties must be registered by the Landlord with the RTB within one month of the commencement of the tenancy
- The fee is €90 per tenancy (€180 for late registrations)
- Tenancies and disputes can be registered online at www.RTB.ie

The RTB isn't as bad as everyone thinks. It's notoriously pro-tenant but is still far better than trying to chase a tenant through the courts. It treats landlords like a business so you'll need to act like one to win your cases. It does chase tenants on your behalf to a limit.

PUBLICATION OF DISPUTE TIMELINES

Introduced in the Dec 2016 changes, The Board is now required by law to publish statistics, including average dispute resolution timelines on a quarterly basis.

RENT INCREASES

Other than in rent pressure zones (see below), rents can only be increased once every two years (unless there has been a substantial change to the accommodation) following at least 90 days' written notice of the change in rent. Remember, any such changes must be in line with market rent. It is best to both hand deliver and email the notice on the same day. Legislation requires a specific wording and three comparisons with any rent increase.

The date of service of a notice of rent increase is the date the market rate may be compared, not the date the rent increase is due to take affect (ie 90 days later). We prepare and deliver all rent increase notices in September which is the peak of the rental market each year. Visit www.RTB.ie for a template of the notice of rent increase.

DECEMBER 2016 RENT CONTROLS

On 13th December 2016 the the Minister for Housing, Simon Coveney, introduced a number of changes affecting both landlords and Tenants as part of a rental strategy. These aim to address issues such as rent predictability (rent controls), security of tenure, streamlining the dispute resolution services and enhancing the role and powers of the Residential Tenancies Board (RTB). The cornerstone of this Rental Strategy was to give rent predictability to both landlords and tenants in areas that rents have increased rapidly. The Long term vision for the rental sector is to deliver long-term affordable and high quality accommodation solutions that meet the differing needs of a diverse range of tenants, providing a secure, predictable investment environment for landlords and accommodation providers.

RENT PREDICTABILITY MEASURES (RENT CONTROLES)

The Minister introduced rent predictability measures that primarily target the big cities, to provide for rent predictability in high-pressure areas. To do this, the Housing Authority will identify rent pressure

zones. These are areas where there is sustained tension in the rental market. This first designation will apply to the four Dublin local authority areas and Cork City. The measure immediately applies to Dublin City Council, South Dublin County Council, Dun Laoghaire/Rathdown County Council, Fingal County Council and Cork City Council. A rent pressure zone is where the annual rent levels have been above 7% for four out of the previous six quarters. This simply means that the rental rates will have increased at above national average market levels for 12 of the 18 months. This status applies for a three-year period, during which landlords are restricted to a capped 4% of an increase in the rent pressured zone. The measure may be applied to other areas in future if and when they meet the criteria to be designated as rent pressure zones. Market conditions, particularly in the other cities and larger towns and in the commuter areas will be regularly monitored over the coming years and if additional locations need to be added, then they will be recommended to the Minister for approval. The RTB will also provide any required data, including the rent levels, to assist the Minister in his decision making powers. Additionally recommendations can be made to reverse certain zones should market pressures delineate.

FORMULA AND EXAMPLES

Where a landlord is setting the rent in a Rent Pressure Zone the amount can not be greater than the amount determined by the below formula:

$$R \times (1 + (0.04 \times t/m))$$

where:

- R = The amount of rent last set under a tenancy for the dwelling (the current rent amount)
- t = The number of months between the date the current rent came in to effect and the date the new rent amount will come in to effect.
- m = the number of months since your last rent review – you must enter 24 OR 12
- For tenancies that are already in existence a review is only permitted 24 months after the tenancy came in to existence or 24 months from the date the rent was last set.
- Once this first rent review has taken place, all reviews thereafter are permitted every 12 months. For subsequent rent reviews in relation to the property the 2 permissible rent increase will be 4% per annum applied pro rata for the period since the rent was last increased.

EXAMPLE 1

A landlord has not reviewed the rent since 1 November 2014, over 24 months ago. The landlord's rented dwelling is located in Dublin 2, an area which has been listed as a Rent Pressure Zone. The landlord plans on serving the rent review notice on 1 January 2017 by serving a minimum of 90 days notice of rent review indicating that the change will take effect from the 1 May 2017. In order to ascertain the new rent amount as permitted under the regulations the landlord inserts all the relevant information in to the formula.

- R = €1,200, the current rent amount
- t = 30 months (1/11/14 to 1/05/2017)
- m = 24 months - the landlord has not reviewed the rent for a minimum of 24 months.
- $30/24 = 1.208$ then
- $\times 0.04 = 0.48$ then
- $+ 1 = 1.48$ then
- $\times 1200 = 1260$
- $1200 \times (1 + (0.04 \times 30/24)) = €1,260$ is the new rent amount permitted

EXAMPLE 2

A landlord set the rent on 1 January 2015; new rent came in to effect on 1 May 2017 following the 24 month minimum rule. The landlord will now be entitled to serve a new rent review notice on 1 January 2018 by serving a minimum 90 days notice of rent review indicating that the change will take effect from the 1 May 2018. In order to ascertain the new rent amount as permitted under the regulations the landlord inserts all the relevant information in to the formula.

- $R = €1,050$, the current rent amount
- $t = 12$ months (1/05/17 to 1/05/2018)
- $m = 12$ months
- $12/12 = 1$ then
- $\times 0.04 = 0.04$ then
- $+ 1 = 1.04$ then
- $\times 1050 = 1092$
- $1050 \times (1 + (0.04 \times 12/12)) = €1,092$ is the new rent amount permitted

EXAMPLE 3

A landlord set the rent on 1 January 2015; he then set the rent on 1 May 2017 following the 24 month minimum rule. The landlord will now be entitled to serve a new rent review notice on 1 January 2018 by serving a minimum 90 day notice of rent review. The landlord does not serve the rent review notice until 1 August 2018 indicating that the change will take effect from the 1 November 2018. In order to ascertain the new rent amount as permitted under the regulations the landlord inserts all the relevant information in to the formula.

- $R = €1,100$, the current rent amount
- $t = 18$ months (1/05/17 to 1/11/2018)
- $m = 12$ months
- $18/12 = 1.5$ then
- $\times 0.04 = 0.04$ then
- $+ 1 = 1.04$ then
- $\times 1100 = 1166$
- $1100 \times (1 + 0.04 \times 18/12) = €1,166$ is the new rent amount permitted

SUPPLY

It is envisaged that the new system will not negatively impact either existing or new supply. To encourage additional investment into the market, the Minister had excluded new units and units vacant for over 2 years that will be put back into the market.

RENT CERTAINTY MEASURES

Rent certainty measures will continue to apply until the next rent review is due to be carried out. Thereafter if the area is not in one of the rent pressure zone then the rent certainty measures will continue to exist, namely that the landlord cannot increase the rent greater than the market rent having given 90 days notice of the rent increase having sought three comparable properties advertised within the previous four week period.

ADDITIONAL REQUIREMENTS FOR NEW TENANCIES

In the case of a new tenancy in a rent pressure zone, a landlord is required to furnish the tenant, in writing, with the following information at the commencement of the tenancy:

- The amount of rent that was last set under a tenancy for the dwelling;
- The date the rent was last set under a tenancy for the dwelling;
- A statement as to how the rent set under the tenancy of the dwelling has been calculated having regard to the rent pressure zone formula.

SECURITY OF TENURE

Security for both landlords and tenants is essential if the rental sector is to be both an attractive option for tenants and a safe and viable investment choice for investors. The rental strategy aims to move towards a situation where longer term tenancies are the norm. The legislation extends tenancies from 4 years to 6 year tenancies. This will apply to all new tenancies that come into operation after 13th Dec 2016 which includes a further Part 4 tenancy that come into existence after today. Landlords currently can terminate within the first six months of a tenancy without giving a

reason. Once a Part 4 tenancy comes into existence it can only be terminated by using one of the grounds listed below.

If a landlord wishes to stop a Further Part 4 tenancy coming into existence they may serve a notice during the Part 4 tenancy with the notice period given to the tenant expiring on or after the end of the tenancy. A notice served in this way should provide a reason for termination but the reason does not need to be one of the grounds set out below. To ensure the notice is valid it is best practice for the notice period given to end during the first six months of the Further Part 4 tenancy.

If a landlord wishes to terminate during the first six months of the Further Part 4 tenancy they may serve a notice during the first six months without providing a reason or needing to rely on one of the grounds below. This method of termination will change soon.

- The tenant has failed to comply with the obligations of the tenancy (having first been notified, in writing, of the failure, and given an opportunity to remedy it.)
- The landlord intends to sell the dwelling within the next 3 months
- The dwelling is no longer suited to the needs of the occupying household
- The landlord requires the dwelling for own or family member occupation
- Vacant possession is required for substantial refurbishment of the dwelling
- The landlord intends to change the use of the dwelling

For the last 3 listed grounds, the termination notice must contain certain additional details as specified in the Act relating to the tenant being given first refusal to resume the tenancy should the dwelling become available for re-letting.

More Information regarding Notices of Termination can be found www.rtb.ie/dispute-resolution/sample-notices-of-termination

EXAMPLE

Tenant has been residing in the tenancy for duration of 4 years on 1 January 2017. From this date it currently is considered a new tenancy and called a further Part 4 tenancy. As this is a new tenancy, after the 6 months probationary timeline in which a landlord can terminate the tenancy without giving reason, the tenant becomes entitled to remain in that tenancy for a total of 6 years unless a landlord wishes to terminate the tenancy for the above listed grounds.

SUPPORT NETWORK

We have long established connections to legal, accounting, surveying, architectural, engineering, contractors, trades / workmen and other property professionals. We've managed all aspects of property management and we're happy to share our ability and experience with you. Our maintenance service works for both one-off jobs and for multi-unit, long-term service contracts.

TAX

LPT

Local property tax (LPT) is an annual self-assessed tax charged on the market value of all residential properties and came into effect in 2013. It is administered by the Office of the Revenue Commissioners www.revenue.ie. LPT can be paid in one lump sum before the 7th Jan each year, or monthly by direct debit. The liability date is always 1 November in the preceding year. The landlord is liable for LPT on a residential property rented on a normal short-term lease (less than 20 years). Long-term leases (more than 20 years), life tenancies and situations where a person occupies a residential property on a rent-free basis over an extended period and without challenge to their right of occupation will be treated as if the occupant owns the property. In these circumstances, the occupant will be liable for LPT.

OTHER

All Letting and Management charges are tax deductible for the purpose of your year-end returns. By concession, Revenue will allow a deduction for the computation of your rental account by your accountant each year. Certain expenses can be deducted from the profit on which tax is payable and details of these are outlined in the Revenue Commissioners website www.revenue.ie

All landlords must pay tax on any rental income received. The Revenue Commissioners operate a self-assessment system for tax on rental income. Landlords, if not already registered for self-assessment may need to do so by completing the Revenue's Form TR1.

CHARGE TO TAX:

Even if your chief source of income is a PAYE employment, if your net assessable non-PAYE income exceeds €5,000 per year, or your gross non-PAYE income including interest subject to DIRT exceeds €50,000 a year, you are a chargeable person. This would comprise most landlords of property in Ireland. A chargeable person must register with Revenue, self-assess their tax payable, and file a Form 11 for the first relevant year in which they have this income. Other individuals should file a Form 12 and have their rental income coded into their PAYE tax credits and standard rate cut-off point, so as to pay tax on small rental income under their employer's PAYE system. If in doubt, contact your local Revenue District on the distinction.

TAXES ON RENTAL INCOME:

Net rental income is subject to Income Tax, Universal Social Charge, and Pay Related Social Insurance since 1 January 2014. There is limited relief for a percentage of your capital improvements to the property, generally over an 8-year period. Your Class K contributions under PRSI do not give rise to any additional social welfare benefits. We recommend that where a landlord is both non-resident and non-ordinarily resident in Ireland, they claim the exemption from PRSI in their tax return – this is a 4% saving of your net rental income.

TAX ON PRIVATE RESIDENTIAL ACCOMMODATION:

Legislation under the Finance Act of 1992 requires all Lettings Agents and Property Managers to make returns to the Revenue Commissioners on an annual basis listing details of properties let and managed. The following details are requested:

- Landlord's name
- Landlord's address
- Landlord's PPS (tax) number
- Address of the rental property
- Rental income on the property

INDIVIDUAL TAX AND INTEREST:

As each individual's tax situation is different, it is of the utmost importance to consult your accountant or tax advisor on your position in relation to any possible tax liability on your rental income. Please note that since the 2006 Finance Bill interest payable on monies borrowed for the purchase, improvement or repair of rented residential premises is only allowed as a deduction against rental income for tax purposes if the related tenancy is registered with the Private Residential Tenancies Board. Since 7 April 2009, this deductible interest has been further limited to 75% of interest paid for residential lettings. Interest on commercial properties remains 100% deductible.

KEEPING OF BOOKS AND RECORDS:

Revenue requires all chargeable persons to maintain documentation of the rents they receive and costs they incur. Our firm may be able to handle record-keeping for you, including liaising with your accountant at year end as required. Please ask if you are interested in this service. Where a deduction is to be taken for tax in computation of your rental account, remember, you require a valid invoice on file.

TAX FOR NON-RESIDENT LANDLORDS:

Where a Landlord is a non-resident, the letting agent collecting the rent is liable to deduct tax at the standard rate of tax (20%) and forward same to the Revenue Commissioners. Where there is no agent the tenant is liable to deduct the tax and forward same to the Revenue Commissioners.

It is our policy that all non-resident landlords must assign a person to file their Irish Income Tax Returns and must furnish us with the name, address and telephone number of the relevant individual. In the event that you do not have anyone suitable we can provide you with a name of an accountant who can provide this service for you. In the absence of a nominated individual we are legally obliged to deduct Withholding Tax at a rate of 20% and forward to the Revenue Commissioners annually.

STAMP DUTY:

If the total rent payable per annum is greater than €30,000, the lease is liable for a 1% stamp duty of the total rent + €5.00 for registration of postage. In some cases, the landlords will absorb this cost, otherwise it is payable by the tenant.

TAXES ON RENTAL PROPERTY DISPOSALS:

Disposals of property located in Ireland are always subject to Capital Gains Tax, irrespective of your residence status. This tax effectively takes into consideration the uplift in value in the property from when it was bought or inherited to when the sales contract was closed. It is worth pointing out that not all disposals will give rise to a chargeable gain: where the asset has depreciated, a tax loss may be available on sale for offset against other and future chargeable gains.

Where you are considering disposing of a rental property, it is vital to get in touch with your accountant to outline the issues involved. Relief may be available, for example, for a duration in which the property was your Principal Private Residence. The decision to cease renting a property and dispose of it is a big one, so make sure you get the best possible advice.

TERMINATION OF A TENANCY BY A LANDLORD

TERMINATION FOR BREACH OF TENANT OBLIGATIONS (see section 67 of the act)

If the breach concerns non-payment of rent in relation to a tenancy of 6 months or more, a first notice must be served informing the tenant that an amount of rent is due and giving 14 days to pay those rent arrears.

If the tenant fails to pay the rent due within 14 days of receipt of that notice the landlord may serve a valid Notice of Termination giving 28 days' notice.

TERMINATION OF A FIXED TERM TENANCY BY THE LANDLORD

A fixed term tenancy should last for its duration and should only be terminated if:

- The tenant or landlord has breached one of the conditions of the lease and/or their obligations under the Act
- The landlord has refused a request by the tenant for subletting or assignment of the lease, allowing the tenant to serve a notice (see section 186 of the Act).
- There are provisions incorporated into the agreement allowing for early termination. Generally, the reasons under section 34 are not valid grounds for terminating a fixed term tenancy. They can only be used if they have been incorporated as conditions in the fixed term letting agreement.

Regardless of the duration of the letting, the notice of Termination must specify the reason for the termination. If the reason is for arrears of rent, then the 14-day warning letter must still be sent in advance of the 28-day notice. If the tenancy is being terminated for a breach of tenant obligations other than arrears of rent, the breach must be specified as a reason in the warning notice and the 28 days' notice given.

VALID NOTICE (see section 62 of the act)

In order to be valid, a notice of termination must:

- Be in writing

- Be signed by the landlord or his or her authorised agent or, as appropriate, the tenant
- Specify the date of service
- State the reason for termination (where the tenancy has lasted for more than 6 months or is a fixed term tenancy).
- Specify the termination date and also that the tenant has the whole of the 24 hours of this date to vacate possession
- State that any issue as to the validity of the notice or the right of the landlord to serve it must be referred to the Private Residential Tenancies Board within 28 days from the receipt of the notice.

NOTICE PERIODS FOR THE TERMINATION OF A TENANCY BY THE LANDLORD

The minimum notice period to terminate a tenant's tenancy is determined by the duration of the tenancy and is set out in the Act as per the table below. The terms of a letting agreement in place may provide for greater periods of notice to be given to the tenant. This table applies where the termination is not due to breach of tenant obligations. Valid as of Jan 2017.

Duration of Tenancy / Landlord Notice Periods

| | |
|---------------------------------------|----------|
| Less than 6 months | 28 days |
| 6 months or more but less than a year | 35 days |
| 1 year or more but less than 2 years | 42 days |
| 2 years or more but less than 3 years | 56 days |
| 3 years or more but less than 4 years | 84 days |
| 4 years or more but less than 5 years | 112 days |
| 5 years or more but less than 6 years | 140 days |
| 6 years or more but less than 7 years | 168 days |
| 7 years or more but less than 8 years | 196 days |
| 8 or more years | 224 days |

Duration of Tenancy / Tenant Notice Periods

| | |
|---------------------------------------|----------|
| Less than 6 months | 28 days |
| 6 months or more but less than a year | 35 days |
| 1 year or more but less than 2 years | 42 days |
| 2 years or more but less than 4 years | 56 days |
| 4 years or more but less than 8 years | 84 days |
| 8 or more years | 112 days |

It is also possible for the landlord and tenant to agree a shorter period of notice, but this can only be agreed at the time the notice is given (see section 69 of the Act).

REASONS TO BE GIVEN IN THE NOTICE (see section 34 of the act)

In general, where a tenancy has lasted more than 6 months and less than 4 years, the reason for the termination must be stated in the notice and the termination will not be valid unless that reason relates to one of the following:

- The tenant has failed to comply with the obligations of the tenancy (having first been notified of the failure and given an opportunity to remedy it)
- The landlord intends to sell the dwelling within the next 3 months
- The dwelling is no longer suited to the needs of the occupying household
- The landlord requires the dwelling for own or family member occupation*
- Vacant possession is required for substantial refurbishment of the dwelling*

- The landlord intends to change the use of the dwelling*

* For these grounds, the termination notice must contain certain additional details as specified in the Act relating to the tenant been given first refusal to resume the tenancy should the dwelling become available for re-letting.

UTILITIES

If the account is in the landlord's name, the landlord should put it into the tenant's name. It's the only way to be sure. If it's in the previous tenant's name you just need to check the new tenant does it. At move in we take the readings for electricity / gas etc and we use a great website that manages this for us www.propertybutton.ie To deal with utility companies you will need a record of the meter point reference numbers that correspond to a specific meter; MPRN for electricity, GPRN for gas, WPRN for water etc. These numbers can be found in the top right hand of your bills.

When a tenant moves out ask for confirmation that they have closed all utility accounts with utilities, such as ESB, Gas etc. so you can confirm meter readings and that there is no balance owing. You might want to transfer the account into your name to prevent any chance of disconnection (and the associated reconnection fee), unless there is an immediate turnover of tenants.

Irish Water say that a Landlord is obliged to contact them within 20 days to give details of any new tenant. They will then open an account in the name(s) of your tenant(s) and send a letter asking them to register with Irish Water, if the tenant has not already done so. This will ensure that you are no longer liable for water charges while the tenants remain at the property.

It is important to note that under Environment (Miscellaneous Provisions) Act 2015, if tenant information is not provided within 20 working days of an agreement start date, the owner of the property will be liable for water charges until the name(s) of your tenant(s) and start date of your agreement are provided to Irish Water.

The personal data to be provided by landlords or their authorised agents is limited to the tenant(s) names only and is to be used solely by Irish Water in the performance of its statutory functions under the Water Services Acts 2013 - to identify who is the customer at a premises to which Irish Water is providing water and wastewater services. The provision of such names is necessary both for Irish Water to perform its statutory functions and for Irish Water and the landlords' legitimate interests in ensuring the correct customer is identified. As such, its processing is in accordance with the Data Protection Acts.

YOUR OBLIGATIONS AS A LANDLORD

By law, a landlord cannot refuse to rent property to any prospective tenant because of their gender, marital status, family status, sexual orientation, religion, age, disability, race or membership of the Travelling community. You must:

- Register your tenancy
- Provide your tenant with a lease (or rent book) and receipts for payments
- Make sure that your property is in good condition
- Maintain the property to the standard it was at the start of the tenancy
- Reimburse the tenants for any repairs carried out on the structure
- Insure the property
- Provide your tenant with information and contact details of any agent who deals on your behalf
- Provide your tenant with your contact details if you don't use an agent
- Give tenants 90 days' notice of a rent review
- Give tenants a written notice of termination of tenancy. There is a precedent form located on the RTB website.
- Return deposits to your tenant at the end of tenancy if appropriate
- Give tenants notice of any impending inspections of the property

YOUR RIGHTS AS A LANDLORD

Under the Residential Tenancies Act 2004, landlords have the right to:

- Set the rent once every two years, according to the current market rent
- Receive the rent from a tenant on the date it is due
- Pay any charges related to the property e.g. taxes and duties
- End the tenancy without reason within the first six months of the lease agreement. However, special care should be taken when dealing with fixed term tenancies as a reason will always have to be given. (Please see the note on fixed term tenancies on the RTB website).
- Be informed of who is living in the property
- Decide whether to allow sub-letting by the tenant
- Be informed of any repairs needed and be granted reasonable access to fix them
- Refer disputes to the RTB once the tenancy is registered via post or online







LETTINGS - LETTER OF APPOINTMENT

THIS AGREEMENT made on _____ day of _____ 20____

I / WE _____ **of** _____ **HEREBY APPOINT**

Westcourt Management Services Limited as our agent and **HEREBY AUTHORISE** Westcourt Management Services Limited to advertise, conduct viewings, prepare and sign a Letting Agreements on my / our behalf (full letting service) for the above property so as to bind me / us to the terms thereof and I / we hereby agree that this Authority may only be revoked prior to the execution of the Letting Agreement and by an instruction from myself / us in writing. I / we further confirm that Westcourt Management Services Limited has full authority and consent to provide me / us with the additional services ticked below for the above property. I accept the fee charges as per the provided fee structures.

SIGNED by the said: _____ (Landlord)

Print name: _____ of _____

| | | | |
|-------------------------------|--------------------------|----------------------|--------------------------|
| Condition report & inventory | <input type="checkbox"/> | Renewal of lease | <input type="checkbox"/> |
| Key holding | <input type="checkbox"/> | Property maintenance | <input type="checkbox"/> |
| Check-out for previous tenant | <input type="checkbox"/> | Property cleaning | <input type="checkbox"/> |

Letting Agreement term 12 months ☐ Other _____

After letting we send you the tenant details, statement of account, copy of the lease and transfer the balance of receipts net of fees. The Contractor shall not be responsible for any failure to perform any of the services mentioned above where that failure relates to any action or omission of the Landlord, its servants or agents. Nor shall the Contractor be responsible for damages arising as a consequence of matters beyond the control of the Contractor whether force majeure, or any other cause of any kind whatsoever. The Landlord agrees to have in place suitable and adequate insurance in respect of the Building and the grounds thereto. The Landlord agrees to indemnify and hold harmless the Contractor in respect of any liability howsoever arising and whatsoever in nature as a consequence of it entering into this agreement and the performance of its duties / obligations hereunder. In particular, the Landlord will ensure that adequate public liability insurance is in place. The Landlord is responsible for notifying their insurance company of the Let and for ensuring all current building regulations including fire detection and alarm systems, fire blankets, fire extinguishers, escape plans and signage are complied with. The landlord becomes responsible for all management after completion of a letting.

Checklist

Property address: _____

I.D. (passport / drivers license) _____

Proof of address (original utility bills / bank statements) _____

Landlord mobile: _____

Current meter readings: _____

Landlord email: _____

Landlord PPS / Tax number: _____

Date of last boiler service: _____

Property alarm codes: _____

Existing waste company: _____

Property gate codes: _____

Where are the bins located? _____

Electricity MPRN: _____

BER rating: _____

Gas GPRN: _____

Associated parking space number: _____

Is there any work needed to prepare the apartment? _____

Block management company contact name / number / email: _____

Are internal fire regulations in place? - Blanket / extinguisher / escape map / detectors: _____





FULL MANAGEMENT - PROPERTY MANAGEMENT AGREEMENT

THIS AGREEMENT made on _____ day of _____ 20____
BETWEEN

_____ of _____ and
_____ of _____

Collectively referred to hereinafter as "the Landlord"

AND

Westcourt Management Services Limited (the "Contractor") a limited company having its Registered Office at 21 Wicklow Street, Dublin 2, D02 XV83, Ireland.

P: (01) 677 9700

E: info@wmsltd.ie

PSRA Registration No: 003278

WHEREAS:

- (A) The Landlord owns a **building (the "Building")** located at _____ **Building address** _____; and
(B) The Landlord wishes to retain the services of the Contractor, and the Contractor wishes to be retained by the Landlord, to provide certain management services to the Building.

IT IS HEREBY AGREED AS FOLLOWS:

1. Contractor's Obligations

During the term of this Agreement, the Contractor will provide management services to the Property, those management services as more particularly described in Schedule A hereto. The Contractor will provide services as set out in Schedule B hereto and which relate to the letting of vacant residential units within the Building.

2. Payment

During the term of this agreement, the Landlord shall pay (by way of bank Standing Order to the Contractor's bank account) the Contractor **Management fee** per contract month plus Value Added Tax. Payment shall be made in the following calendar month during the term of this Agreement and any extension thereto. A "contract month" means a calendar month, the first of which shall commence on the commencement date of the term of this agreement.

3. Term

The Term of this agreement shall be for twelve months and shall commence on the **Start date** and end on the **End date**. However, termination of this Agreement, upon the expiration of the Term stated herein above, is strictly without prejudice to the right of the Parties to renewal as set out in paragraph 9 below.

4. Damages

The Contractor shall not be responsible for any failure to perform any of the services mentioned in paragraph 1 where that failure relates to any action or omission of the Landlord, its servants or agents. Nor shall the Contractor be responsible for damages arising as a consequence of matters beyond the control of the Contractor whether force majeure, or any other cause of any kind whatsoever.

5. Variation of Specifications

The Parties may at any time and from time to time alter or vary the job specifications and the price to be paid by the Landlord to the Contractor. No such variation shall be binding on either Party unless reduced to writing and signed by both the Contractor and the Landlord (hereinafter "the Parties").

**6. Insurance**

The Landlord agrees to have in place suitable and adequate insurance in respect of the Building and the grounds thereto. The Landlord agrees to indemnify and hold harmless the Contractor in respect of any liability howsoever arising and whatsoever nature as a consequence of it entering into this agreement and the performance of its duties / obligations hereunder. In particular, the Landlord will ensure that it has adequate public liability insurance in place. The Contractor undertakes to carry adequate employee liability insurance.

Contractor's insurance company: _____

Policy number: _____

7. Renewal

This agreement shall be automatically extended at the end of the first term for one further term of twelve months, unless notice of termination is given by either party ninety days prior to expiration of this agreement.

8. Termination

This agreement may be terminated at the end of the second term at any time on ninety days written notice by either Party to the other.

9. Notices

All notices required to be served on the Landlord under this agreement shall be in writing and shall be sent by registered post to the address as set out herein above. Notices required to be served on the Contractor shall be in writing and shall be sent by registered post to Registered Office of the Contractor.

10. Headings

The headings in this agreement are for convenience only and shall not in any way limit or be deemed to construe or interpret the terms and provisions of this agreement.

11. Severance

The Parties to the Agreement hereby acknowledge and agree that each clause in this Agreement and every part thereof are entirely separate and independent and if any clause or part thereof shall be adjudged by any Court to be void or unenforceable, but would be valid if part of the wording thereof was deleted and/or amended, the said clause or part thereof shall apply within the jurisdiction of that Court with such modifications as may be necessary to make it valid and enforceable and shall be deemed to have been amended accordingly so that the clause shall be construed by the Court by limiting or reducing it or them so as to be enforceable to the maximum extent compatible within the applicable law.

12. Governing Law

All disputes between the Parties arising out of or in any way relating to this Agreement or any other disputes between the Parties in any way connected with the subject matter of this Agreement shall be governed by the laws of Ireland. Furthermore, the Parties submit to the exclusive jurisdiction of the Irish Court for the purpose of any proceedings arising out of or in any way relating to the Agreement or any other proceedings in any way connected with the subject matter of this Agreement.

13. Complaints

Any complaint which the Landlord / OMC may have concerned with the provision of management services by the Agent may made to:

(a) The general manager, (01) 677 9700

and

(b) under the provisions of the Property Services (Regulation) Act 2011, to: The Property Services Regulatory Authority, Abbey Buildings, Abbey Road, Navan, Co Meath.

**← SIGN HERE****SIGNED** by the said: _____ (Landlord)

Print name: _____ of _____

Witness:

Date: _____ Signed: _____

Address:

SIGNED by the said: _____ (Contractor)

Witness:

Date: _____ Signed: _____

Address:

Schedule A – Management Services

The Landlord acknowledges that the Contractor will act in the capacity of a disclosed agent of the Landlord and will manage on-site service providers / contractors involved in the management of **the property and grounds**. The aforementioned management includes the following: **grounds maintenance, common area maintenance, common area cleaning, Building (internal) maintenance and Building (external) maintenance**.

The Landlord acknowledges that it is solely responsible for any charges incurred in the engagement of service providers / contractors involved in the maintenance of the building and grounds of the building. Service providers / contractors will be advised that the Landlord is the party responsible for the discharge of any invoice raised in respect of goods and / or services provided. The Landlord further acknowledges that the Contractor does not bear any liability for the actions and / or omissions of the service providers / contractors in carrying out work on behalf of the Landlord in connection with the maintenance of the building and / or its grounds. In the event of unforeseen difficulties, for example major flooding or fire, leading to substantial extra work, the Contractor reserves the right to bill for additional time involved in which case a supplementary estimate shall be furnished to the Landlord.

This service includes one monthly report in accordance with the PSRA guidelines. It does not include any extra reports or real time provision of invoices, statements of account or any other meetings or conferences that the Landlord may request, which may be billed on a time and materials basis at the Contractor's then standard rates.

Schedule B – Letting Services

Upon notification of an upcoming vacancy the Contractor will use its best endeavours to let such apartments that become vacant and shall be responsible for all negotiations with prospective tenants.

The Contractor will act as the Landlord's disclosed agent for the purposes of The Residential Tenancies Act 2004 (or any amendment thereto) and will execute Residential Tenancy Agreements/Leases on behalf of the Landlord. The Contractor will facilitate the Landlord and will utilise the Residential Tenancies Board's ("the RTB") online registration facility in respect of the Landlord's registration of tenancies. Tenancies that are not registered as at the date of this Agreement will not be registered by the Contractor retrospectively. The Contractor will provide the Landlord with a copy of online tenancy registrations carried out by the Contractor via the RTB website. The cost of registering tenancies will be borne by the Landlord.

The Contractor agrees that it will be the Tenants' 'point of contact' for the duration of the Term of this Agreement. The Landlord agrees to indemnify and hold harmless the Contractor in respect of any action or omission by or on behalf of any Tenant in connection with its occupation of the Building.



The Landlord acknowledges that it is legally responsible for the provision of Building Energy Rating Certificates to tenants and agrees to provide same to the Contractor in order facilitate tenancy registration and to comply with current legislation.

The Landlord agrees that all security deposits shall be held by the Contractor for the duration of the respective tenancies and refunded to the tenant by the Contractor as appropriate. A standing order shall be setup for the transfer of the rent to the Landlord from the respective client bank account, on the 7th day of each month, less an amount equal to the management fees hereinbefore agreed in paragraph 2 and any other agreed fixed expenses such as OMC block management fees etc.

It is agreed between the Parties that the tenants will pay rent [directly into the WMS client bank account](#), more specifically detailed in Schedule C, and the Contractor [agrees to monitor and account for rents and deposits and any other fees due from tenants resident in the Building and to provide collection services for rent and any other fees including notifications to tenants insofar as current legislation requires. The Contractor will provide bookkeeping services and reasonable reporting services for the client bank account related to the Property.](#)

A fee of [€1,000](#) plus Value Added Tax ("the Letting Fee"), is payable to the Contractor upon each successful letting of any residential unit referred to the Contractor by the Landlord as above. A fee of [€200](#) plus Value Added Tax ("the Letting Fee"), is payable to the Contractor upon each successful renewal or subletting of any residential unit referred to the Contractor by the Landlord as above. The Contractor maintains exclusive letting rights for the Building. The Letting Fee, together with any other vouched expenditure/outlay associated with the registration of tenancies or otherwise, will [be retained by the Contractor from the prospective tenant's initial rental deposit payment. The balance of which, if any, will be remitted directly to the Landlord. A residential let is said to be successful when a tenancy is created in accordance with current legislation.](#)

Schedule C - Contractor's client bank account details

Bank: _____
Branch address: _____
IBAN: _____
BIC: _____

Schedule D – Description of Property

The Building consists of: [number of residential apartments / car spaces.](#)

Number of Residential Units: _____

Number of Commercial Units: _____

Number of Blocks: _____

Number of Floors: _____

Number of Lifts: _____

Number of Stairwells: _____

Description of Ancillary facilities: [\[e.g. pump house, boiler house, bicycle shed, refuse storage, administration area, equipment storage, car park, etc\]](#)

Schedule E – Landlord personal bank account details

Bank: _____
Branch address: _____
IBAN: _____
BIC: _____

**Schedule F – Checklist**

I.D. (passport / drivers license)

Proof of address (original utility bills / bank statements)

Landlord mobile: _____

Landlord email: _____

Landlord PPS / Tax number: _____

Property alarm codes: _____

Property gate codes: _____

Electricity MPRN: _____

Gas GPRN: _____

Current meter readings: _____

Date of last boiler service: _____

Existing waste company: _____

Where are the bins located? _____

BER rating: _____

Associated parking space number: _____

Is there any work needed to prepare the apartment? _____

Block management company contact name / number / email: _____

Are internal fire regulations in place? - Blanket / extinguisher / escape map / detectors: _____

Any existing maintenance contracts or workmen: _____

Multi-units

Are multi-unit fire regulations in place? - Alarm / fire register / Annex-K / zone map / emergency lighting: _____

Letting only

What is your estimate of market rate? _____

Would you like us to keep a spare set of keys in case of emergencies? _____

Who should be your point of contact for tenants? _____

Do you want us to register the tenancy with the RTB? _____

Full management service

Existing tenant details (PPS / mobile / email): _____

Monthly spend threshold before seeking approval € _____





We're known for being a no-nonsense management company, and we put your best interest first.

We represent landlords big and small, so whether you want full management, letting only or one of our virtual landlord options, we're happy to help.



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