

# WESTCOURT MANAGEMENT SERVICES LTD.

21 Wicklow Street, Dublin 2, Ireland. P: +353 (0)1 677 9696, F: +353 (0)1 677 9701, Agent@wmsltd.ie  
www.wmsltd.ie

## Memorandum of Agreement

Dated the \_\_\_\_ day of \_\_\_\_\_ of the year 20\_\_ between:

\_\_\_\_\_ care of Westcourt Management Services Ltd. of 21 Wicklow St. Dublin 2. (Hereinafter called "The Landlord" which expression shall where the context so admits shall include the immediate reversioner or reversioners for the time being expectant on the term hereby created and the person entitled to the rent hereunder) of the one part and:

\_\_\_\_\_ (Hereinafter called "The Tenant which expression where the context so admits shall include Executors, Administrators and permitted Assigns) of the other part.

## *Agreement for Letting of a Private Residential Unit*

Premises: \_\_\_\_\_

Rent: € \_\_\_\_\_ per month

Deposit paid: € \_\_\_\_\_

Tenant's PPS number \_\_\_\_\_

Tenant's mobile phone number \_\_\_\_\_

Tenant's email address \_\_\_\_\_

Tenant's Next of Kin (emergency contact), Address & Phone Number \_\_\_\_\_

Tenant's Car Type & Reg Number \_\_\_\_\_

Reason for Moving \_\_\_\_\_

This agreement is subject to the provisions of current Government Legislation with particular reference to the Residential Tenancies Act 2004. Where any contradiction occurs between this Agreement and current Government Legislation, current Government Legislation shall prevail.

Keys  
Fobs  
Clickers  
SO  
Snag list  
Meter readings

Initial \_\_\_\_\_

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## Standing Order

### Details of Account to be Debited

Bank Name & Address:	Account Name:	<input type="text" value="The name on your bank account"/>
<input type="text" value="Your bank name and address"/>	IBAN:	<input type="text"/>
<input type="text"/>	BIC:	<input type="text"/>
<input type="text"/>	Originator Narrative:	<input type="text" value="This shows on your bank statement"/>

**Please set up the following standing order and debit my/our account accordingly**

### Payee (Beneficiary) Details

Bank & Address:	Account Name:	<b>Westcourt Management</b>
<b>Ulster Bank</b>	IBAN:	<input type="text"/>
<b>63 Ranelagh Road</b>	BIC:	<b>ULSBIE2D</b>
<b>Dublin 6</b>	Payee Narrative:	<input type="text" value="This shows on our bank statement"/>

### Payment Details

Frequency of Payment:	<input type="text" value="Monthly"/>	
Date & Amount of First Payment:	<input type="text" value="1&lt;sup&gt;st&lt;/sup&gt; day of month year"/>	<input type="text" value="€ rent"/>
Date & Amount of Ongoing Payments: (If different from the first payment)	<input type="text" value="---N/A--"/>	€ <input type="text" value="---N/A--"/>
Date & Amount of Last Payment: Or	<input type="text" value="---N/A--"/>	€ <input type="text" value="--N/A---"/>
Until Further Notice: (Payments will be made until you cancel this instruction)	<input checked="" type="checkbox"/>	

Customer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Initial \_\_\_\_\_

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In this agreement unless the context otherwise requires words importing the masculine gender only, include the feminine gender, words importing the singular number only, include the plural number and vice versa and where there are two or more persons included in the expression "the Tenant" and "the Landlord" covenants expressed to be made by "the Tenant" or "the Landlord" shall be deemed to be made by such persons jointly and severally.

## 1. WHERE IT IS AGREED AS FOLLOWS:

- a. The Landlord agrees to let and the Tenant agrees to take **ALL THAT AND THOSE** the Premises described in the First Schedule hereto (hereinafter called the Premises) for the Term and subject to the Rent and as to the manner of payment thereof specified in the Second Schedule hereto together with the furniture effects and fittings as supplied and specified in the Third Schedule hereto.

## 2. THE TENANT AGREES WITH THE LANDLORD AS FOLLOWS:

- a. To pay **the reserved Rent** without any deductions whatsoever at the times and in the manner hereinafter provided within the meaning of Section 19 of the Residential Tenancies Act 2004 and in the manner hereinafter provided in the Second Schedule hereinto;
- b. Not to assign **sublet** or part with or share the possession of the Premises or any part thereof without first obtaining the consent in writing of the Landlord. The Tenant further acknowledge and agree that they shall not permit any other person or persons into possession of the property or any part thereof nor shall they permit any such person or persons to occupy any portion of the property without such Landlord's consent;
- c. Not to use or to permit the Premises to be used for any activity qualifying as a **business** within the meaning of the Landlord and Tenant (Amendment) Act 1980 without the written consent of the Landlord.
- d. It is hereby agreed that the **maximum number of persons** permitted to occupy Premises is as detailed in the Second Schedule;
- e. To permit the Landlord or his Agent at all reasonable times to **enter the Premises** and examine the state of repair and condition thereof;
- f. To repair and make good all **defects** of which notice in writing is given by the Landlord to the Tenant and for which the Tenant is liable under the provisions hereof within fourteen days after the giving of such notice or such other period as the notice may specify and on the failure to comply with such notice the Landlord may carry out the work referred to therein and recover the cost thereof on demand from the Tenant as liquidated damages. The cost of the repair(s) can be deducted from any deposit held in the event of the termination of the Lease;
- g. Upon receipt of reasonable notice in writing to permit the Landlord or his Agent or Workmen at all reasonable times to **enter the said Premises** and examine the state of repair and condition thereof and to effect such repairs or renovations to the Premises or adjoining Premises for which the Landlord maybe liable;
- h. Not to make any **structural alterations** in the said Premises or to make any alterations whatsoever in the internal arrangements or external appearance of the Premises nor to erect any television aerial without first obtaining the consent in writing of the Landlord;
- i. To keep the interior of the Premises including the glass in the windows, all locks, light bulbs, fuses including the entrance to the Premises and internal doors in correct working order, sash cords, filters, electrical, gas and other fittings and installations and all additions hereto and all drains sanitary fittings appliances and pipes in good and **tenantable repair** order and condition (damage by fire only expected) and keep all windows clear of obstruction and clean and clear of condensation and keep the Landlord effectually indemnified against claims in respect thereof and to pay for any damage done to any drain, sewer or gully trap caused by the negligence of the Tenant his guests servants or agents and not to paint any part of the Premises without the written permission of the Landlord;
- j. To retain any and all **locks unchanged** and in correct working order on the Premises unless permitted with prior written notice from the Landlord;
- k. To keep the said **furniture and fittings** in good tenantable repair order and condition (damage by fire excepted) broken destroyed or damaged with other articles of equal value to the satisfaction and approval of the Landlord and not to remove the said furniture or any part thereof from the Premises nor to lend or part with the possession of same either directly or indirectly to any person whomever without the previous consent of the Landlord, to be responsible for the safe custody of the Landlord's Fixtures and Fittings specified in the Third Schedule hereto. In the event of damage or destruction to the said fixtures and fittings, the Tenant irrevocably agrees to replace same, normal wear and tear only excepted. All Fixtures and Fittings must remain in the property unless otherwise permitted. It is strictly forbidden to install any sort of pre-pay meter in your rented property;
- l. To use the Premises as a **private residence only** for his own use and not to take in lodgers or paying guests and not to do or allow to be done any act or thing which is likely to be or become a nuisance, danger, inconvenience or annoyance to the Landlord or other occupiers of the Premises or to the adjoining occupiers and in particular to fit effective suppressors to all television, radio and other electrical equipment and to use the same manner strictly consistent with this clause;
- m. To pay and **discharge all charges** including without prejudice to the generality of the foregoing all accounts in respect of telephone, electrical current, television, broadband, water and gas used or consumed on the Premises;
- n. That he shall not do or suffer to be done anything which may render the Landlord liable to pay in respect of the Premises or the building in which the same are situated or any part thereof more than the ordinary or present rate of **premium for Insurance** against fire of which may make void or voidable any Policy for such Insurance;
- o. Not to hang or allow to be **hung from any window** any clothes or other articles for drying or any other purpose or expose same therein and not to exhibit any signboard, poster or advertising matter or any flag

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- or banner outside the Premises or in the windows or doors thereof and not to erect any television or radio aerials or **satellite dishes** on the Premises;
- p. To keep the **garden** of the Premises in good order and condition and to preserve the fruit and other trees bushes shrubs and other plants now growing in same;
  - q. Not to keep any dog or any other **animal** in or on the Premises except for service animals, and that should a dog or any other animal including service animal be on the premises that all floors and upholstery be professionally cleaned by a professional cleaning contractor as chosen by the Landlord and shall be at the expense of the Tenant at the end of the Tenancy;
  - r. To **pay all rates**, local authority charges, local property tax and water rates (if any) and pending a separate valuation of the Premises to pay to the Landlord by way of additional rent rates at the currency from time to time current on a rateable valuation set by the local authority;
  - s. Not to place any obstruction, **bicycle**, dustbin or perambulator in or upon the hall or stairways leading to the Premises;
  - t. On the signing hereof to pay the Landlord a **security deposit** the sum equal to the value of one and a half months or two months Rent in respect of and as security for the payments of the Rent reserved and compliance with the terms of the said Letting which said sum subject to such payment and compliance shall be refunded after the expiration of the said Tenancy after the return of all keys, fobs and entrance clickers as specified in the First Schedule including any extra keys, fobs or clickers purchased at any time by the tenant for the Premises;
  - u. Not to use the security deposit as the **last months Rent**;
  - v. To ensure all **smoke detectors** are in proper working order including installation of new batteries when needed only during the Tenant's occupation of the Premises;
  - w. To make use of a covered **bin** and not to place any dust or refuse in or about the Premises but only in said bin for removal by the service provider;
    - i) It is further agreed and noted by the Tenant that it is the responsibility of all Tenants in the building to ensure that bins are put out for collection by the service provider, on the relevant dates and on completion of the collection that the bins be replaced in the allocated storage locations;
  - x. To **notify the Landlord** forthwith in writing of every notice received at the Premises from the Local Authority or other Sanitary Authority and to comply therewith as far as the Tenant is liable and not to suffer or permit a greater number of persons to reside on the Premises than may be permitted from time to time by the Local Authority;
  - y. To **report promptly** in writing to the Landlord all defects in the Premises which it is the Landlord's duty to repair and upon receipt of reasonable notice in writing to permit the Landlord or his Agent or workmen at all reasonable times to enter the Premises and to effect such repairs or renovations to the Premises or adjoining premises for which the Landlord may be liable under the provisions hereof or under any common law principle or statutory enactment;
  - z. On or before the expiration of the Term hereby created the Tenant will furnish to the Landlord a letter addressed to the **telephone** contracts section of the Tenants landline service provider authorizing the transfer of the telephone line and account relating to telephone number **N/A**, back into the name of the Landlord and the Tenant covenants not to do anything on his part whereby the said telephone line may be disconnected. It is agreed that the breach of this condition by the Tenant shall entitle the Landlord to retain the security deposit as liquidated damages;
  - aa. To pay and discharge the **Stamp Duty** payable on this Agreement and Counterpart;
  - bb. That the Tenant will at the expiration or sooner determination of the Tenancy **peaceable surrender** and yield up onto the Landlord possession of the Premises together with the furniture effects and fittings in good substantial and reasonable repair and condition in all respects and in the rooms which they are now situated;
  - cc. Not to suffer **execution** to be levied at the Premises;
  - dd. To **indemnify** the Landlord against any claims by any employee, licensee or invitee of the Tenant arising out of the user of the hallway passages or stairs leading to the Premises;
  - ee. To permit the Landlord or his Agent at all reasonable times and on reasonable notice to **enter the Premises** to view it as or for a prospective purchaser or tenant during the last month of the Term specified in the Second Schedule hereto;
  - ff. That the Tenant hereby agrees to **pay the Landlord**, his agents, servant or such other persons who's services are requested by the Tenant such charges as detailed below, in the event of the Tenant calling out the Landlord, his agents or servants to carry out:
    - i) Repairs - that in accordance with this agreement would be the liability of the Tenant - i.e. blocked sinks, drains and external gullies, gutters, A/j's or manholes, damaged door frames, presses, etc;
    - ii) Replacements - i.e. light bulbs in Premises, fuses, locks, keys, etc;
    - iii) Unlocking Premises – if a Tenant should be locked out from the Premises due to no fault of the Landlord and/or replacing locks and/or keys;
  - gg. That there is a **minimum call out charge** of **€50.00** [in words: fifty Euros] **plus VAT** during standard office working hours - Monday to Friday 9.00am to 5.00pm. Outside of these hours, at weekends and on Bank and Public Holidays the minimum call out charge will be **€50.00** [in words: fifty Euros] **plus VAT**. The minimum call out charge is for the first half hour, inclusive of travel time to the Premises and thereafter there is a minimum charge of **€50.00** [in words: fifty Euros] **plus VAT per hour** or part thereof, all these charges are plus Value Added Tax at the rate from time to time applicable. It is furthermore agreed that in the event of the Landlord, agent or servants requiring the assistance of third party services to complete the request of the Tenant that the Tenant shall pay such sums as invoiced by said third parties plus a 15% service charge, plus Value Added Tax at the rate from time to time applicable, by the Landlord for arranging and supervising the Tenant's request. In the event of the request for repairs, whether an

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emergency or not, being in the opinion of the qualified tradesman and the Landlords agent (Westcourt Management Services Ltd.) to be the responsibility of the Landlord, no charge will be incurred by the Tenant. In the event of the request for repairs, whether an emergency or not, being in the opinion of the qualified tradesman and the Landlords agent (Westcourt Management Services Ltd.) to be the responsibility of the Tenant, all costs will be charged to the Tenant.

- hh. That there is a **minimum admin charge of €50.00** [in words: fifty Euros] **plus VAT** for any administration or alterations whatsoever to your lease agreement after the commencement of your tenancy.

### 3. THE LANDLORD AGREES WITH THE TENANT AS FOLLOWS:

- a. That the Tenant paying the Rent and performing and observing the Agreement hereinafter contained may **peaceably hold** the Premises during the term without any disturbance by the Landlord or any other persons lawfully claiming under or in trust for him;
- b. To **maintain and keep in good order** and repair that portion of the building and appurtenances specified in the Fourth Schedule hereto of which the Premises forms part;
- c. Insofar as this Agreement gives rise to a tenancy of a dwelling within the meaning of **Section 3 of the Residential Tenancies Act 2004** (and is not excluded from the operation of that Act by Subsection 2 of the said section) the Landlord undertakes to observe the obligations set out in Section 12 of that Act insofar as that section is legally operative. In the event that the Premises are not in fact subject to the Residential Tenancies Act 2004 at the date of this Agreement or although subject to the Act at the date of this Agreement cease at any time in the future to be subject to same the Landlord shall cease to be bound by the obligations contained in Section 12 of that Act.
- d. The Landlord also undertakes to observe any other **operative obligations** imposed on him by any other legislation or the common law in respect of the Premises including any other supplemental obligations specified in Regulations made under Section 13 of the Residential Tenancies Act 2004 (if applicable).

### 4. IT IS HEREBY AGREED BETWEEN THE LANDLORD AND THE TENANT:

- a. That the **Tenant admits** that the sinks, hand basin, sanitary fittings, windows glass, sash cords, internal plumbing, gas and electric fittings are at present in good order and condition;
- b. Further and without prejudice to the foregoing as an alternative (insofar as same is legally permissible) to the termination procedure specified in Part 5 of the Residential Tenancies Act 2004 it is hereby agreed that in events of the rent reserved or any part thereof or any other monies due in accordance with Clause 2. ff above being in arrear for fourteen days after becoming due (whether formally demanded or not) or if there be a breach or non-performance or non-observance by the Tenant of any of the said covenants hereinbefore contained or if the Tenant shall become bankrupt or make any arrangement or composition with his Creditors or shall suffer execution to be levied on the Premises, then and in any such case it shall be lawful for the Landlord or any person or persons authorised by the Landlord either to enter upon the demised Premises and to hold and enjoy the same as if this Agreement had not been made or to serve on the Tenant a notice, hereinafter called a **Notice of Termination** which shall operate to immediately terminate this Agreement or to bring court proceedings for ejectment the initiation of these proceedings also having the effect of terminating this Agreement.
- c. That this Agreement shall be terminable in accordance with the procedures specified in **Part 5 of the Residential Tenancies Act 2004** insofar as that Part is legally operative and continues to apply to the Tenancy;
- d. Any **notice** required to be given to the Tenant hereunder shall be deemed duly served if sent by ordinary prepaid post addressed to the Tenant at the Premises or if pinned up by the Landlord on the front door of the Property;
- e. Any **notice** required to be given to the Landlord under this Agreement shall be duly served if delivered by hand or sent by registered post addressed to the Landlord at the address given above, unless and until the Landlord requests that such notice shall be sent to a different address or to the Landlord's agent or at an address notified to the Tenant.
- f. That if the Tenancy hereby created should continue beyond the date hereinbefore stipulated it should in the absence of a new Agreement be deemed to be a **tenancy determinable by the number of days notice** in writing by either party specified by current legislation.

### 5. SPECIAL CONDITIONS:

- a. The Tenant will be required to create a **Bank Standing Order** to assist in the payment of rent or the like.
- b. **Payments of rent later than the 1<sup>st</sup> [First] day of every calendar month**, whether demanded or not, shall be subject to a charge equal to the current bank overdraft rate plus 3%, applied to the over due amount on a daily basis from the due date, subject to a minimum charge of **€35.00** [in words: fifty Euros] **plus VAT per month and each month over due thereafter**.
- c. The Tenant agrees to serve the Landlord notice in writing to vacate the premises on the termination date of the Lease no later than one calendar month prior to the **termination date**.
- d. The Lease will be considered void if there is any **serious damage** caused, whether by force majeure or any other cause of any kind whatsoever that would cause the Premises to become unsuitable for occupation or would require major repairs where the Tenant would be required to vacate.
- e. The Landlord and the Landlord's agents accept no responsibility for Tenants **personal belongings** and recommend the Tenant purchase a private insurance policy.

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## FIRST SCHEDULE

### Description of Premises

Premises Type: \_\_\_\_\_ Floor: \_\_\_\_\_ No. of keys: \_\_\_\_\_  
Number of Bedrooms: \_\_\_\_\_ Number of Bathrooms: \_\_\_\_\_ No. of fobs/clickers: \_\_\_\_\_

## SECOND SCHEDULE

### Manner that rent is payable, Term

Monthly in advance on the 1<sup>st</sup> of each calendar month by standing order to the Landlord's bank account. **Term 12 months.** Car park space number: \_\_\_\_\_

Maximum number of persons permitted to occupy the Premises: \_\_\_\_\_

## THIRD SCHEDULE

**Inventory of Furniture, Appliances, Effects and Fittings (as per detailed Inventory attached)** All items are deemed to be in perfect condition unless otherwise reported by the tenant within 1 week of move-in

\_\_\_\_\_  
See Attached Photos  
\_\_\_\_\_  
\_\_\_\_\_

## FOURTH SCHEDULE

### Portion of Premises for repair and maintenance of which Landlord is responsible:

Exterior walls, roof, common hall, common stairs, common landings, common Gardens only (excludes private gardens)

Your **green** bin collection day is: \_\_\_\_\_ Recycling, no glass  
Your **brown** bin collection day is: \_\_\_\_\_ Food, garden waste  
Your **black** bin collection day is: \_\_\_\_\_ General waste

E.S.B. Meter Reading (If applicable): Day \_\_\_\_\_ Night \_\_\_\_\_

Date of reading: \_\_\_\_\_ MPRN: \_\_\_\_\_

Gas Meter Reading (If applicable): \_\_\_\_\_

Date of reading: \_\_\_\_\_ GPRN: \_\_\_\_\_

Water Meter Reading (If applicable): \_\_\_\_\_

Date of reading: \_\_\_\_\_ WPRN: \_\_\_\_\_

Initial \_\_\_\_\_

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As WITNESS by the hand of the parties hereto and subject to References:

**SIGNED** by the said: \_\_\_\_\_ (Landlord)

Witness:  
Date:  
Address:

← **SIGN HERE**

**SIGNED** by the said: \_\_\_\_\_ (Tenant)

Witness:  
Date:  
Address:

## Guarantee

I, \_\_\_\_\_ (Print Name)

Of \_\_\_\_\_ (Address)  
And

I, \_\_\_\_\_ (Print Name)

Of \_\_\_\_\_ (Address)

at the request of the Landlord and in consideration of the letting hereinbefore contained joining and severally guarantee to the Landlord that the Tenant will at all times duly pay the Rent hereinbefore reserved and perform the covenants and agreements on the part hereinbefore or giving of time to the shall not release us or either of us from liability hereunder and we jointly and severally agree with the Landlord that in case any rent payable under the within written Agreement shall be at any time be in arrear for seven days after the same shall have become payable then and in any such case and so often as the same may happen we or one or other of us shall pay the rent so in arrear to the Landlord whether any demand for the same shall have been made upon us or not.

Dated the: \_\_\_\_\_ day of: \_\_\_\_\_ 20 \_\_\_\_\_

**SIGNED** by the said: \_\_\_\_\_

Witness in the presence of: \_\_\_\_\_

Witness occupation: \_\_\_\_\_

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

Initial \_\_\_\_\_

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## **Check List**

Deposit and 1<sup>st</sup> months rent

PPS Number

Copy of state ID (Passport / Drivers Licence)

Two forms of reference (Work or college acceptance letter / Previous Landlord)

Pages 1 and 2 of Licence completed

Page 7 signed and completed

Read the FAQ's – email us a snag list. Contact by email is fastest.

Return to: Westcourt Management Services Ltd, 21 Wicklow Street, Dublin 2, Ireland

We complete the rest and meet you with your keys, codes and copy of Agreement.

## **Frequently asked questions**

- 1 **Local Property Tax** – There always has been a section in Irish residential leases for Tenants to pay the rates for the local services they use. I just hasn't been used in a long time! The LPT is refunded by the tenant to the landlord annually - 2.r, p.4
- 2 **Electricity** – On signing this Lease you are now responsible for your Premises electricity charges. Please register within the next **4 days** with an electricity supplier. It is important that you bring the meter reading for your apartment when registering with an electricity supplier. Note that should the account not be registered within four [4] days the supply may be disconnected from your flat by the current supplier. In this case a reconnection fee will be applied by ESB Networks - 2.m, p.3
- 3 **We don't change light bulbs or fuses** – If your heater stops working (first check it is switched on at the wall) try replacing the fuse in the wall before calling maintenance - 2.i, p.3
- 4 **Heaters** – The most common reason for heaters to stop working is clothes being left drying on top causing them to overheat and short-out. To figure out how your storage heaters are supposed to work visit [www.en.wikipedia.org/wiki/Storage\\_heater](http://www.en.wikipedia.org/wiki/Storage_heater) and see Basic Controls - 2.i, p.3
- 5 **Rent increases / reductions** – In the same way the Landlord cannot increase the rent during the term of a lease, he also cannot reduce the rent before the term. We can't even approach the Landlord before the renewal date - 2.a, p.3
- 6 **Deposit** – We're happy to return your deposit within a reasonable time of move-out from the Premises, after an inspection and the return of all keys as specified in the Second Schedule - 2.t, p.4
- 7 **Welfare** – We are currently not set up to take welfare allowance.
- 8 **Bins** – All bins are communal for use, but each apartment is responsible for the putting out of one bin. Your bin is numbered with your apartment number and the schedule is up in the hall. Green and brown bins are for recycling - 2.w, p.4
- 9 **Extra furniture / appliances** – The Landlord only supplies from a set range of furniture including beds, tables, chairs, wardrobes and couches. The Landlord never supplies any appliances like kettles, microwaves, toasters, cutlery etc. – Third Schedule
- 10 **Late fees** – All rents are due by standing order. If rents are manually received after the 1<sup>st</sup> day of each calendar month a late fee is automatically applied by our accounting system to the Tenants account as described in section 5.b of this Lease.
- 11 **Low mains water pressure** – In the past across Dublin City low mains water pressure has caused low water pressure. Unfortunately these things happen and are no fault of the Landlord. The Landlord will always have a plumber available to confirm to Tenants whether this is the case or not.
- 12 **Maintenance** – We're happy to do any maintenance you need, but if the damage is reported by the qualified trade's man as being caused by the Tenant the bill is sent to the Tenant directly by the maintenance company - 2.gg, p.4
- 13 **Maintenance 2** – Let us know as soon as maintenance is needed. Raising problems while in arrears is too late - 2.y, p.4
- 14 **Condensation** – When it is cold outside condensation can form on indoor surfaces. If this is not cleaned or the apartment not ventilated it can build up and cause mould. It is the responsibility of the Tenant to keep vents clear and prevent the build up of condensation. It is a common problem for mould to build up in bathrooms, kitchens and windows if the room is not ventilated properly either by a mechanical vent or by a window - 2.i, p.3
- 15 **Bikes** – Please don't bring bikes indoors, they just leave marks on the walls and carpets and these are not treated as normal wear and tear. - 2.s, p.4
- 16 **Noise** – Your neighbours must respect you by keeping noise / music levels low especially after 10pm, and you must do the same for them 2.l, p.3
- 17 **Security** – Be vigilant, keep back and front doors closed and report any suspicious activity to the police. Never allow unknown people into the building.
- 18 **Washing machines** – Don't overload or put metal / heavy items in the washing machines. These break the machines and they take a while to repair and even longer to replace. Report any Tenants that do this - 2.k, p.3
- 19 **Drains** – No food down the sinks and no unsuitable items down the toilets - 2.i, p.3
- 20 **Snags** – Please report any defects or snags in the Premises within one month of move-in otherwise it will be deemed to have been caused since the Tenant move in - 2.y, p.4
- 21 **Charges** – List of charges for extra services available online at [www.WMSLtd.ie](http://www.WMSLtd.ie)
  - a. Find a replacement / transfer apartment – any amendment to your lease
  - b. Reference letter
  - c. Proof of address letter
  - d. Extra copy of lease
  - e. Replacement key



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- f. Replacement fob
- g. Replacement clicker
- 22 **Smoking** – No smoking allowed in the Premises. If there is a smell of smoke at the end of the Tenancy the Tenant must repaint the whole Premises - 2.bb, p.4
- 23 **End of your tenancy** – Viewings of your Premises start 1 week before your move-out date. You still need to give a notice period, even at the end of your term - 2.ee, p.4
- 24 **Read the Lease fully** – So that you know your responsibilities and the Landlord's responsibilities.
- 25 **Only sign this Lease if you are happy with the terms** – All people that sign the lease are responsible for the Rent.
- 26 **Subtenants** – The tenant is responsible for finding a suitable subtenant if they plan to move out before the end of their 12 month fixed term. This does not extend the fixed term of the lease, it just amends the existing lease. The rent is still potentially liable to change 12 months after the date on the lease, not from when a subtenant signs.
- 27 **Subtenants 2** – A subtenant doesn't rent a room in an apartment, they are included in the lease for the whole apartment. If one tenant in an apartment misses rent the other tenants are also liable. An eviction notice for rent arrears is served to every tenant in an apartment.
- 28 **Subtenants 3** – That there is a **minimum admin charge of €50.00** [in words: fifty Euros] **plus VAT** for any administration or alterations whatsoever to your lease agreement after the commencement of your tenancy. The amendment of names on a lease to include subtenants is **€150** [in words: one hundred and fifty Euros] sourced by an exiting tenant. In the instance of a subtenant the admin charge covers the administration of reference checking, ID checking, accounting and snag list inspection. It does not cover the additional RTB charge, billed separately.
- 29 **Pets** – To keep a pet on the premises we need to hold a larger deposit and all carpets must be professionally washed at the end of your stay with us.
- 30 **Pre-pay meters** – It is strictly forbidden to install any sort of pre-pay meter in your rented property.
- 31 **Don't treat the place like a hotel!**

## Condensation / Mould – Information and Prevention Addendum

We want to maintain a high-quality living environment for our residents. To help achieve this goal, it is important that we work together to minimize any mould growth in your dwelling. This addendum contains important information for you, and responsibilities for both you and us.

### **About Mould**

Mould is found everywhere in our environment, both indoors and outdoors and in both new and old structures. Moulds are nothing new—they are natural microscopic organisms that reproduce by spores. They have always been with us. Mould spores (like plant pollen) spread through the air and are commonly transported by shoes, clothing etc. Mould can grow inside a dwelling when excess moisture is present so we must take appropriate precautions to prevent its build-up.

### **Preventing Mould Begins with You**

To minimize the potential for mould growth in your dwelling, you must keep your dwelling clean and clear of damp and condensation—particularly at windows, in the kitchen, bathroom, on carpets and floors. **Regular cleaning of surfaces under windows** and glass doors prevents the build-up of condensation and the associated damp spots that allows mould to develop. Vacuuming and mopping of floors and cleaning of hard surfaces using a household cleaner are all important to remove the household dirt and debris that harbour mould. Throw away mouldy food immediately. It is common for tenants to mistake condensation for external damp but some simple tasks can prevent the accumulation of condensation. Remove visible moisture accumulations on windows, walls, ceilings, floors, and other surfaces as soon as reasonably possible. Look for leaks in washing-machine hoses and discharge lines—especially if the leak is large enough for water to seep into nearby walls. Turn on bathroom extractor fans before showering and in the kitchen before cooking with open pots. When showering, keep the shower curtain inside the bath, or fully close the shower door. Experts also recommend that after a shower or bath you (1) wipe moisture off shower walls, shower doors, the bathtub, and the bathroom floor; (2) leave the bathroom door open until all moisture on the mirrors and bathroom walls and tile surfaces has dissipated; (3) hang up your towels and bath mats so they will completely dry out. Promptly notify us in writing about any ventilation or heating-system problems you discover. It's also good practice to open windows and internal doors periodically on dry days (i.e. humidity is below 50%) to help dry out humid areas of your premises. Promptly notify us in writing of any signs of water leaks, water infiltration, or mould.

### **Avoiding Moisture Build-up**

To avoid mould growth, it's important to prevent excess moisture build-up in your dwelling. Failing to promptly attend to leaks and moisture accumulations on dwelling surfaces, for example under windows, can encourage mould growth, especially in places where they might get inside timber, walls or ceilings. Prolonged moisture can come from a wide variety of sources, such as: • rainwater leaking from roofs, windows, doors, and outside walls; • overflows from showers, bathtubs, toilets, sinks, washing machines; • leaks from plumbing lines or fixtures, and leaks into walls from bad or missing grouting or caulking around showers, bathtubs, or sinks; • washing-machine hose leaks, plant-watering overflows, pet urine, cooking spills, drink spills, and steam from excessive open-pot cooking; • leaks from clothes-dryer discharge vents (which can put a lot of moisture into the air); and • insufficient drying of carpets, shower walls, and bathroom floors.

### **We can't fix problems in your dwelling unless we know about them**

If you fail to comply with this addendum, you can be held responsible for property damage to the dwelling and any health problems that may result.