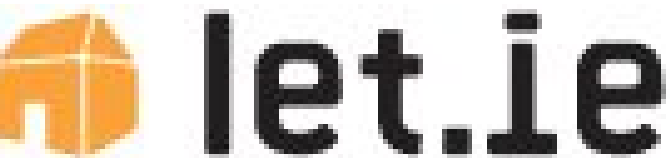


Residential Tenancy Agreement

Date	19 August 2008
The Landlord	Mr Bertie Smith
The Tenant	Mr Oliver Humphries
The Property	12 Erin Bay Mayo

Note for Tenants

1. This is a periodic month-to-month Tenancy Agreement, 4 Year Cycle
2. The Residential Tenancies Act 2004 applies to this Agreement.
3. If you are unsure as to your obligations under this Agreement, then you are advised to take legal advice before signing.



Let.ie
Rathmines
Dublin 6

Table of Contents

1	Parties and Principal Terms.....	3
2	Definitions.....	4
3	Tenant Covenants.....	4
4	Landlord Covenants.....	6
5	Both Parties Agree.....	7
6	First Schedule.....	8
7	Second Schedule.....	9
8	Third Schedule.....	10
9	Landlord and Tenant Signatures.....	12
10	Main Points to Note.....	13

1. Parties and Principal Terms

Date: 19 August 2008

THIS AGREEMENT is made on the date specified above BETWEEN the Landlord and the Tenant(s) and includes all the covenants and conditions together with the First, Second and Third Schedules.

- (a) LANDLORD: **Mr Bertie Smith**
Address: **39 The Maltings
Roebuck Hill
Co Mayo**
- (b) TENANT(s): **Mr Oliver Humphries**
Address: **The Crescent Clontarf**
- (c) PROPERTY: **12 Erin Bay Mayo**
including the fixtures and fittings at the property together with any furniture, carpets, curtains and other effects listed in the inventory (where applicable) in the First Schedule, together with the designated Car Space (if any) numbered: **N/a**
- (d) TERM: **Periodic month-to-month Tenancy Agreement, 4 Year Cycle**
- (e) TERM COMMENCEMENT DATE: **19 August 2008**
- (f) MARKET RENT REVIEW: **Effective annually from the Commencement Date.**
The Tenant to be given not less than 28 days written notice of each market rent review
- (g) MARKET RENT: **€ 1200.00 per calendar month without deduction**
- (h) SECURITY DEPOSIT: **€ 1200.00**
- (i) PAYMENT METHOD: The first month's rent in advance by bank draft, and thereafter in advance by one monthly standing order payment of €1200.00 (or at the Landlord's option by direct debit) on or before **the 19th day of each month** , direct to:
Bank: **AIB
Main Street
Mayo**
Account Name: **Bertie Smith**
Account Number: **85911544**
Sort Code: **940211**
- (j) POINT OF CONTACT ADDRESS: **Mr Bertie Smith
39 The Maltings
Roebuck Hill
Co Mayo**
Phone:

2. Definitions

In this Agreement, unless the context otherwise requires, the following expressions shall have the following meanings:

- 2.1 "The Landlord" includes the persons for the time being entitled to the reversion at the end of the tenancy.
- 2.2 "The Tenant" includes the successors in title. Whenever there is more than one Tenant, each and every covenant and obligation can be enforced against all the tenants jointly and against each individually.

3. Tenant Covenants

- 3.1 The Tenant pays the deposit as security for their performance of the tenant's obligations and to pay and compensate the Landlord for any breach of those obligations. It is agreed that this sum shall not be transferable by the Tenant in any way, and at any time, against payment of the rent and that no interest shall be payable on this deposit. The balance of the deposit to be paid to the Tenant only after vacation of the property, such amount to be assessed at the outgoing inspection upon termination of this Agreement.
- 3.2 To pay the Rent on the date and in the manner specified in Section 1 of this Agreement (Parties and Principal Terms). The first payment being made on the Commencement Date.
- 3.3 The Tenant pays, at the option of the Landlord or Landlord's Agent, an administrative charge of €30 for each written demand sent should the Tenant be in persistent arrears of rent.
- 3.4 To pay promptly to the authorities or to whomever they are due, local authority, refuse charges and outgoings (including gas, water, electricity, cable television and telephone if any, relating to the property) including any which are imposed after the date of this Agreement (even if of a novel nature) and to pay the total cost of any re-connection fee relating to the supply of gas, water, electricity, cable television and telephone if the same is disconnected or the operating company changed.
- 3.5 Not to damage or injure the property or the Landlord's contents or make any alteration or addition to it. Any redecoration is to be made only with the prior written consent of the Landlord or his Agent.
- 3.6 Not to leave the property vacant for more than 30 consecutive days and to properly secure all locks and bolts to the doors, windows and other openings if leaving the property unattended.
- 3.7 To keep the interior of the property and the contents in good and clean condition, damage by accidental fire and reasonable wear and tear excepted, and to keep the property at all times well and sufficiently aired and warmed during the tenancy.
- 3.8 To immediately pay the Landlord or his Agent, the value of replacement of any furniture or effects lost, damaged or destroyed, or at the option of the Landlord, replace immediately any furniture or effects lost, damaged or destroyed and not to remove or permit to be removed, any furniture or effects from the property.
- 3.9 Immediately before handing up possession of the premises on the termination of this Agreement to thoroughly clean all cookers, fridge, sanitary apparatus and other appliances and all carpets, floor coverings and furnishings and to deliver up same in a sound and clean condition, fair wear and tear excepted; provided always that breach of this condition shall entitle the Landlord to deduct the cost of cleaning the premises from the Security Deposit.
- 3.10 To leave the contents at the end of the tenancy in the same places in which they were positioned at the commencement of the tenancy.

- 3.11** That the Landlord, or person authorised by the Landlord or the Landlord's Agent, may at reasonable times, on giving reasonable notice (unless in the case of emergency) enter the property for the purpose of viewing, inspecting its condition and state of repair, or for the purpose of repair, maintenance or repainting.
- 3.12** Not to assign or sublet, part with possession of the property, or let or allow any other person live at the property without the Landlord's written consent and to pay to the Landlord any reasonable costs or expenses incurred in deciding this request whether consent is granted or refused.
- 3.13** To use the property as a single, private dwelling and not to use it, or any part of it, for any other purpose, nor to allow anyone else to do so.
- 3.14** Not to receive paying guests, or carry on, or permit to be carried on, any business, trade or profession on or from the property.
- 3.15** Not to do, or permit, or suffer to be done in or on the property, any act or thing which may be a nuisance, damage or annoyance to the Landlord, or to the occupiers of the neighbouring premises, or which may void any insurance of the property or cause the premiums to increase.
- 3.16** Not to keep any animals or birds, or any living creature on the property without the Landlord's written consent. Such consent if granted, to be revocable at will by the Landlord or the Landlord's Agent.
- 3.17** To keep the gardens, patios and terraces (if any) including all driveways, pathways, lawns, hedges, landscaping, ornamental features including water features neat, tidy and properly tended at all times and not remove any trees or plants.
- 3.18** To replace broken glass in doors and windows damaged during the tenancy.
- 3.19** Not to alter, change or install any locks on any doors or windows in or about the property, or have any additional keys made for any locks without the prior written consent of the Landlord or the Landlord's Agent.
- 3.20** Not to use the property for any illegal or immoral purpose.
- 3.21** To pay and compensate the Landlord fully for any costs, expense, loss or damage incurred or suffered by the Landlord as a consequence of any breach of this Agreement on the part of the Tenant and to indemnify the Landlord from and against all actions, claims and liabilities in that respect.
- 3.22** To pay and compensate the Landlord fully for any cost and/or expense incurred in the preparation and service of notice and of any proceedings under the Landlord and Tenant Law Amendment Act Ireland 1860 and the Conveyancing Act 1881.
- 3.23** To notify the Landlord, or the Landlord's Agent, promptly in writing, of any disrepair, damage or defect in the property, or of any event which causes damage to the property, or which may give rise to a claim under the insurance of the property, or of any breakdown of appliances. Failure to do so may result in the Tenant being liable for any subsequent damage.
- 3.24** Not to glue, stick or otherwise fix anything whatsoever to the exterior or interior walls, doors, windows, floors or other surfaces of the property without the Landlord's written consent.
- 3.25** To take all reasonable precautions to prevent damage by frost.
- 3.26** Where the Landlord's interest is derived from another lease ("The Head Lease" in the case of apartment blocks or town-house developments) then it is agreed that the Tenant will observe the rules and other restrictions in the Head Lease applicable to the property, as well as any other rules and regulations as may appear in the Special Conditions in the First Schedule to this Agreement.

- 3.27** In order to comply with the Gas Safety Regulations, it is necessary:
(a) That the ventilation provided for this purpose in the property should not be blocked.
(b) That brown or sooty build up on any gas appliance should be reported immediately to the Landlord or the Landlord's Agent.
- 3.28** To keep the hall, passages and staircase (if any) leading to the property, and drains, free from obstruction and the chimneys swept as often as necessary.
- 3.29** Not to introduce into the property any portable heaters fired by liquid or bottled gas without the Landlord's prior written consent.
- 3.30** That the Tenant shall be responsible for testing all smoke detectors (if any) fitted in the property on a regular basis and replace the batteries as necessary.
- 3.31** Within the last 1 month of the tenancy to permit the Landlord, or any person authorised by the Landlord or the Landlord's Agent at reasonable hours of the day or night, to enter and view the property with prospective Tenants or purchasers.
- 3.32** To pay the Stamp Duty charged on the original and counterpart of this Agreement, if any.
- 3.33** Not to hang any washing out of the windows of the property and to have all windows cleaned at least 4 times a year.
- 3.34** To give to the Landlord promptly, a copy of any notice received concerning the property.
- 3.35** During the last month of the tenancy, to allow the Landlord to affix a Notice to the outside of the property announcing that it is for sale or to let.
- 3.36** The Tenant shall put in place and maintain full and adequate insurance cover in respect of all the Tenant's property on or in the premises, and all persons in the premises with the Tenant's consent, and shall indemnify the Landlord from all claims whatsoever in respect of loss, damage or injury to such property or persons.

4. Landlord Covenants

- 4.1** Provided that the Tenant shall pay the Rent and perform the covenants on his part already referred to, the Landlord shall permit the Tenant to have quiet enjoyment of the property during the Term agreed without interruption by the Landlord or the Landlord's Agent.
- 4.2** The Landlord will return to the Tenant any Rent payable for any period during which the property may have been rendered uninhabitable by fire or any other risk which the Landlord has insured against.
- 4.3** All necessary consents have been obtained to let the property.
- 4.4** The Landlord agrees to maintain the structure of the building and maintain the interior and fittings to the standard that existed at the commencement of this Agreement and to carry out any repairing obligations as required by the Local Authority in charge.
- 4.5** The Landlord shall keep insured in the Landlord's name:
(a) the property against loss or damage by fire, lightning, explosion, storm, flood, burst pipes, subsidence, riots or civil commotion, malicious damage and accidental damage, impact and such other risks (if any) as the Landlord, at the Landlord's sole discretion, may from time to time consider prudent or desirable including employer's and public liability or any other liabilities that are resulting from the Landlord's ownership of the property.
(b) the Landlord's contents but excluding the Tenant's contents.
- 4.6** To make good or have made good any damage caused to the property by any workmen authorised by the Landlord or the Landlord's Agent to be on the premises under the terms of this Agreement.

- 4.7 When the tenancy ends, to repay the security deposit to the Tenant without interest, after all sums due (if any) to the Landlord under the terms of this Agreement, or following breach of any of its terms, have been deducted.
- 4.8 The Landlord shall register this Tenancy Agreement with the Private Residential Tenancies Board (PRTB) as required under the Residential Tenancies Act 2004.
- 4.9 To enforce the covenant on anti-social behaviour by the Tenant contained in the 2nd Schedule. (A third party directly affected by the failure to do so may bring a complaint against the Landlord to the Private Residential Tenancies Board under the Residential Tenancies Act 2004.)

5. Both Parties Agree

- 5.1 Termination or continuation of this Tenancy Agreement by the Landlord or Tenant may only be made under the provisions of the Residential Tenancies Act 2004. *Details are contained in the Second Schedule of this Tenancy Agreement.*
- 5.2 Any notice served by the Landlord on the Tenant shall be sufficiently served if sent by registered or recorded post to the Tenant at the property, or to the last known address of the Tenant, or left addressed to the Tenant at the property.
- 5.3 The property is let together with the special conditions (if any) listed on the First Schedule attached to this Agreement.
- 5.4 That the information required under the Housing (Rent Books) Regulations 1993 made under the Housing (Miscellaneous Provisions) Act 1992 is set out in the Third Schedule and that this Agreement constitutes the Rent Book for the purposes of these regulations.
- 5.5 The Landlord agrees to let and the Tenant agrees to take the property and contents for the Term and at the Current Market Rent payable in Clause 1.
- 5.6 Any notice required to be given to the Landlord under this Agreement shall be duly served if delivered by hand or sent by registered or recorded post, addressed to the Landlord at the Point Of Contact in Clause 1, unless the Tenant is notified of a different address. If the Landlord resides outside the State, then notices to the Landlord shall be served if sent by ordinary post addressed to that Agent at his address as notified by the Landlord to the Tenant.

6. First Schedule

Inventory

Please see attached pages

Management Company

Not Applicable

House Rules Not Applicable

Special Conditions

7. Second Schedule

RESIDENTIAL TENANCIES ACT 2004

1. These details do not purport to be a legal interpretation of the legislation.
2. The Landlord may terminate this Tenancy Agreement due to anti-social behaviour by the Tenant (or the Tenant allowing such behaviour) within the dwelling.

Anti-social behaviour within the dwelling includes behaviour that constitutes the commission of an offence, causes fear, danger, injury, damage or loss, or includes violence, intimidation, coercion, harassment, obstruction or threats. It also includes persistent behaviour that prevents or interferes with the peaceful occupation of other dwellings within the building or in its vicinity.

The Notice Period for such a Termination by the Landlord is 28 days or 7 days in the case of a more serious breach.

3. The Landlord may terminate this Tenancy Agreement for non payment of rent. A 14 day Service of Notice will issue demanding full and immediate payment. Failure by the Tenant to comply will result in a 28 day Notice Of Termination by the Landlord.
4. The Landlord may terminate this Tenancy Agreement for any un-remedied breach of Covenant by the Tenant. The Notice Period for such a Termination by the Landlord is 28 days.
5. The Landlord can terminate this Tenancy Agreement, without specifying the grounds, at any time during the first 6 months by giving 28 days written notice to the Tenant.
6. Once this Tenancy Agreement has lasted 6 months the Landlord can terminate this Agreement if any of the following conditions apply:
 - The property is no longer suited to the occupants accommodation needs, eg overcrowding.
 - The Landlord intends to sell the property within the next 3 months.
 - The Landlord requires the property for his own or family member occupation.
 - The Landlord intends to substantially refurbish the property.
 - The Landlord intends to change the business use of the property.
 - On the basis that the 4 Year Cycle has expired.

The Notice Period for such a termination by the Landlord depends on the duration of the Tenancy as follows:

Duration of Tenancy	Notice Period
6 or more months but less than 1 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 or more years	112 days

7. The Tenant may terminate this Tenancy Agreement at any time without stating the grounds by serving written notice on the Landlord. The Notice Period for such a termination by the Tenant depends on the duration of the Tenancy as follows:

Duration of Tenancy	Notice Period
Less than 6 months	28 days
6 or more months but less than 1 year	35 days
1 year or more but less than 2 years	42 days
2 or more years	56 days

8. On expiration of this Tenancy Agreement the tenancy may continue as follows:

- a new tenancy for a fixed term, by mutual agreement.
- a further Part 4 Tenancy, by mutual agreement.
- by mutual agreement, or in the absence of any formal agreement to continue after the 4 Year Cycle, the tenancy will continue as a periodic month-to-month under the original terms and conditions of this Agreement.

Copies of the Residential Tenancies Act 2004 may be purchased from the Government Publications Office, Sun Alliance House, Molesworth Street, Dublin 2.

8. Third Schedule

STATEMENT OF INFORMATION REQUIRED UNDER THE HOUSING (RENT BOOKS) REGULATIONS, 1993

1. This statement of information is in accordance with the Housing (Rent Books) Regulations 1993. It does not purport to be a legal interpretation.
2. The tenant of a house is, unless otherwise expressly provided for in a Lease, entitled to quiet and peaceable enjoyment of the house without the interruption of the Landlord or any other person during the term of the tenancy for so long as the tenant pays the rent and observes the terms of the tenancy.
3. The Landlord is obliged to provide a tenant with a rent book for use throughout the term of the tenancy. The Landlord must enter particulars relating to the tenancy in the rent book, and, in the case of a new tenancy, complete the inventory of furnishings and appliances supplied with the house for the tenant's exclusive use.
4. The Landlord is obliged to keep the particulars in the rent book up to date. Where the rent or any other amount due to the Landlord under the tenancy is handed in person by the tenant, or by any person acting for the tenant, to the Landlord, the Landlord must, on receipt, record the payments in the rent book or acknowledge it by way of receipt. Payments not handed over directly, for example, those made by standing order or direct debit, must, not more than three months after receipt, either be recorded by the Landlord in the rent book or acknowledged by way of statement by the Landlord to the tenant.
5. The tenant is obliged to make the rent book available to the Landlord to enable the Landlord to keep the particulars in it up to date.
6. The Landlord of a private rented house is obliged to ensure that, from 1st January, 1994, the house complies with the minimum standards of accommodation laid down in the Housing (Standards for Rented Houses) Regulations, 1993. The standards apply to rented Local Authority houses from 1st January, 1998. The Regulations do not apply to houses let on a temporary or holiday basis, local authority demountable dwellings and communal type accommodation provided by health boards and certain approved non-profit or voluntary bodies. The standards relate to structural condition, provision of sinks, water closets baths/showers, cooking and food storage facilities, safety of electricity and gas installations, availability of adequate heating, lighting and ventilation and maintenance of common areas, etc.
7. The duties of a Landlord referred to in paragraphs 5 to 6 above may be carried out on the Landlord's behalf by a duly appointed Agent. Any reference in a statement to "house" includes a flat or maisonette.
8. Copies of the Housing (Rent Books) Regulations 1993 and the Housing (Standards for Rented Houses) Regulations 1993 may be purchased from the Government Publications Sale Office, Sun Alliance House, Molesworth Street, Dublin 2, or from the Housing Authority.
9. Responsibility for the enforcement of the law relating to rent books and standards rests with the housing authority for the area in which the house is located. The name, address and telephone number of the relevant housing authority are as follows:

Wicklow County Council
County Buildings
Whitegates
Wicklow Town
Co Wicklow

Phone: 0404 20100

9. Landlord and Tenant Signatures

SIGNED by the Landlord:

Mr Bertie Smith

(Witness)

Dated the: ____/____/____

SIGNED by the Tenant:

Mr Oliver Humphries

(Witness)

Dated the: ____/____/____

10. Main Points to Note

For the information of the Tenant

IMPORTANT: The following Special Provisions, more particularly described in the Tenants Covenants in Clause 3 of the Agreement, are repeated here for the avoidance of any doubt.

From 1st September 2004, the Residential Tenancies Act, imposes obligations and rights on both the Landlord and Tenant. These obligations and rights form part of this Tenancy Agreement and cannot be contracted out of. See www.prtb.ie for further information.

1. The Tenant may be evicted for anti-social behaviour, or allowing such behaviour within the dwelling.
2. The Tenant is responsible for the payment of the agreed rent for the entire agreed term. The Tenant shall not be entitled to use the security deposit as the final months rent.
3. Any damage to fixtures and fittings or breakdown of appliances must be reported immediately to the Landlord or his Agent.
4. The Tenant shall pay water rates, cable tv charges and Local Authority charges levied on the property.
5. The Tenant shall not carry out in the property any profession or business whatsoever whether for gain or otherwise. Should the Tenant contravene this regulation, this Agreement shall terminate immediately, but without prejudice to any antecedent rights of the Landlord.
6. The Tenant agrees to insure under separate cover all Tenants property and Tenants liability to the public.
7. The Tenant agrees to abide by the rules and regulations of and any notices issued by the Management Company or Managing Agents in charge of the Property or any common area serving the Property.
8. The Tenant agrees, subject to reasonable notice and by prior appointment, to permit the Landlord or his Agent to enter upon the Property at regular intervals throughout this Agreement for the purpose of inspecting the premises.
9. Within one month prior to the termination of this Agreement, the Tenant agrees to permit the Landlord or his Agent to enter upon the Property for the purpose of showing it to prospective tenants, at any reasonable time and by prior appointment.
10. The Tenant hereby agrees upon signing this Agreement that the property is being handed over in good and clean condition throughout and that the property be handed back in the same condition, fair wear and tear excepted.
11. Immediately prior to the termination of this tenancy, the Tenant agrees to thoroughly clean the cooker, fridge, sanitary apparatus and other appliances, and all carpets, curtains, floor coverings, furnishings and windows of the Property, and acknowledges that in the event that the Property is not handed back in perfectly clean and tidy condition, the Landlord shall be entitled to deduct the cost of cleaning the Property from the security deposit.
12. Punctual payment without prior demand and in the manner specified shall constitute the essence of this Agreement. The Tenant hereby agrees to pay, on demand, an administrative charge of €30 to the Landlord or his Agent, for each and every written demand issued, should the Tenant be in persistent arrears of rent.
13. The Tenant agrees to pay the Stamp Duty (if any) on this Agreement and counterpart.

14. If the Tenant is unsure of his/her obligations under this Agreement, then he/she is advised to take legal advice before signing.