



Longford County Council

TENANCY AGREEMENT

Issued under the Housing Acts 1966 – 2014 (as amended)

**THIS AGREEMENT is made on the day
of 20.....**

**Between LONGFORD COUNTY COUNCIL (hereinafter called “the Council”)
of the one part**

AND.....

of

.....

(hereinafter called “the Tenant”) of the other part,

WHEREBY IT IS AGREED AS FOLLOWS:

**The Council hereby lets, and the Tenant hereby agrees to take, the house and
garden or plot of ground attached thereto, situated at,**

.....

.....

(hereinafter called “the Property)

Weekly Rent : €.....

*(This rent is subject to change in accordance with the criteria set out in the Councils
differential rent scheme)*

Section A Rent

1. The Council hereby lets, and the Tenant hereby agrees to take, the property from week to week until either party lawfully terminates the Tenancy.
2. One weeks rent in advance is payable on signing the tenancy agreement. Keys will not be handed over until this payment has been received.
3. The rent shall be paid to the Council promptly and regularly every week by a method agreed between the Council and the Tenant.
4. The Council may from time to time, at its absolute discretion, agree to accept a reduced rent (hereinafter referred to as the “differential rent”) based upon the income of the Tenant and the incomes of each member of their family and/or any other persons permitted to stay at the property by the Council.
5. In some circumstances such as a review of the Differential Rent Scheme or the failure of the Tenant to furnish adequate income details, the rent may be increased. Any such increase may be calculated in such a manner as the Council may decide.
6. The Tenant agrees to furnish the Council with full details of his/her present income, additional payments such as social welfare payments etc and that of all occupants of the property to facilitate a rent review.
7. The Tenant must immediately notify the Council of any change in the income of his/her family as soon as such change occurs and to furnish the Council with all proofs which may be required in this respect. The Tenant also gives authority to the Council to seek and receive information from any source in relation to the income of the Tenant, their family or any person permitted to stay at the property by the Council.
8. Failure or refusal to furnish the Council with the information required or any necessary proofs will result in the Tenant being deemed liable to be charged the maximum rent. No receipts or acknowledgement given to the Tenant by any officer of the Council in respect of the differential rent, shall operate to prevent the Council from recovering as arrears all differential rent due
9. Arrears of rent will not be tolerated and will not be allowed to accumulate in excess of 4 weeks. The Council may issue a Tenancy Warning for breaches of rent related obligations requiring payment of all arrears. If the Tenant fails to pay arrears, the Council may initiate proceedings to recover possession of the dwelling and/or recovery of monies due.
10. In the case of a joint tenancy, both parties are jointly and severally liable for any rent arrears accrued. If one Tenant wishes to relinquish their interest in the property, proof of alternative accommodation must be provided to the Council (Tenancy Agreement)

and a sworn statement from the Tenant witnessed by a Solicitor/Justice of the Peace confirming their wish to relinquish their interest in the property.

11. The Tenant shall pay the rent in a manner as pre-agreed with the Council (on the day of signing the agreement). Where the Tenant is in receipt of, or becomes entitled to Social Welfare benefit from which deductions can be made for household budgeting purposes, the Tenant agrees and covenants with the Council to apply for a deduction and payment of a sum of money equivalent to the rent, rent arrears and or other charges due to the Council from the benefit payable to the Tenant and for the payment of that deducted sum on behalf of the Tenant to the Council for the purpose of the payment of the rent, rent arrears and/or other charges due to the Council.
12. Where it is not possible to deduct differential rent from Social Welfare Benefit, alternative payment arrangements must be made. The Tenant must pay rent by payments by cash, cheque, postal order, bank draft all of which can be made at the Cashdesk or directly to a Council Rent Collector. A method of payment must be agreed to prior to the signing of the tenancy agreement.

Section B Occupancy of Property

13. The Tenant shall not, save with the consent of the Council, sublet or share occupancy of the property with anyone other than the proposed occupiers listed in the Tenants application for housing accommodation on foot of which this tenancy is granted.
14. The Tenant shall not assign, subdivide or part with possession of the dwelling or any part thereof.
15. The Tenant shall not, save with the prior written consent of the Council, cease to reside in the dwelling for more than 6 weeks in any 52 weeks.
16. The Tenant shall not locate any horsebox, trailer, mobile home, motor home, caravan or tent whether occupied or unoccupied within the boundaries of the property or on any open space or public place in the vicinity of the property. The Tenant shall not permit any member of their family, or any permitted by the Council to live in the property, to act in a manner that would be contrary to the spirit of this condition.
17. A tenancy on a property which has been adapted for a disabled person may be terminated by the Council if the person with the disability ceases to reside in the property and the property is required to meet the housing needs of another person suffering from a disability. In this event, the remaining occupants of the property shall be rehoused by the Council. Likewise, any such property shall be exempt from any right to buy scheme.

18. The property shall not be used as a shop, workshop or factory or for any purpose whatever other than as a dwelling house.
19. The Tenant shall not use or allow the dwelling to be used for any illegal purpose or for the commission of any arrestable offence.
20. The Tenant must not block any entrances, exits, driveways, pavements or any vehicular access. No driving or parking on grass verges or on open green spaces is permitted.
21. Non road worthy vehicles are not allowed to be stored or accumulate in any portion thereof or in the garden/driveway or in Estate parking areas.
22. An application for transfer to another property will not be considered if the rent account is in arrears or if any other breach of tenancy exists. Eligibility for transfer is determined by the Councils transfer policy in force at the time of application.

Section C Maintenance/Alterations to dwelling

23. The Tenant shall be responsible for all minor repairs including, but not limited to, those works listed as a “Tenant Responsibility” in the Councils Tenant handbook.
24. The Tenant shall, during his/her tenancy, keep the premises and every part thereof in a clean, proper and sanitary state. A Tenant of an apartment dwelling within a complex of multiple dwellings shall keep all communal areas in a clean, proper and sanitary state.
25. The Tenant shall not allow any refuse, nuisance or offensive matter to accumulate on any portion thereof. All Tenants are obliged to participate in a regular authorised waste provider service. When requested by an officer of the Council, Tenants must provide the necessary proofs to the Council that this obligation is being complied with.
26. The Tenant shall dispose of rubbish securely in wheelie bins or other suitable waste receptacles and remove and properly dispose of unwanted items which are not collected in the normal household waste collection service at an authorised waste collection facility or arrange to have such items collected by a person who holds a valid waste collection permit authorising the collection of such waste items.
27. The burning of any materials either within the curtilage of the property or its environs is not permitted. The burning of any type of material including tyres, household rubbish, agricultural waste, industrial or construction waste is illegal, and Tenants may be fined under the Waste Management Act 1996 (as amended) and the Air Pollution Act of 1997 (as amended).

28. The Tenant shall ensure that the dwelling is kept free from vermin and pests and should take all steps necessary to ensure that the dwelling does not become infested.
29. The Tenant shall keep the plot free from weeds and otherwise properly maintain and keep the gardens in a clean and tidy condition. He/she shall not plant any trees or shrubs which shall be or become injurious to the premises or to any adjacent property or plot of land.
30. The Tenant shall not cut down any trees without the permission of the Council. He/she shall keep every hedge forming part of the plot properly cut and trimmed to ensure that the external appearance of the dwelling does not detract from the visual amenity of the neighbourhood.
31. The Tenant shall not execute any additions, alterations, improvements or other works in or in relation to the property or erect any wall, fence, shed, out-office or other building without written prior consent of the Council.
32. The Tenant is not permitted to hang or allow to be hung from any window/balcony, clothing or other such articles for drying.
33. The Tenant is not permitted to erect any aerial or hang any fixtures to the exterior of the property without the written consent of the Council. TV Satellite dishes (maximum size 60cm) are not permitted to be affixed to the front of the property and should be secured to the side gable or rear of the property. Under no circumstances should items be attached to the chimney.
34. The Tenant shall not keep any poultry, pigs, birds or other animals (other than domestic pets which are not likely to create a nuisance or become a source of annoyance) on the property. The Tenant shall not keep any more than one dog on the premises. A maximum of two domestic pets may be kept. No dogs except guide dogs may be kept in apartments. The keeping of any breed of dog listed in the Appendix A is strictly prohibited. If required to refrain from so doing by the Council, the Tenant shall immediately remove any animal from the property. In this regard the Council will have the ultimate right to determine whether such an animal is likely to create a nuisance or become a source of annoyance. All domestic pets should be kept under control.
35. The Tenant shall be responsible for any internal decoration and breakage of glass in the windows or any damage to the fixtures, fittings or structure of the dwelling and should be made good without delay. Where such works, damage or breakage is carried out or repaired by the Council, the Tenant shall pay the costs of such works to the Council.
36. The Tenant shall be responsible for the proper maintenance of the fences of the garden or plot and shall cause to be made good any damage without delay. The Tenant shall

make good any damage of whatsoever nature including fair wear and tear to fixtures or fittings to the satisfaction of the Council, at the expense of the Tenant.

37. The Tenant shall be responsible for regular cleaning of chimneys, maintaining an adequate level of water in the roof tanks and the cleaning of gutter and drains. Refuse including grease and cooking oil in solid or liquid form shall not be placed, deposited or disposed of into any drain, gully trap, sink or other sanitary fittings. Any damage, blockage or overflow of sewerage shall be made good immediately by the Tenant to the satisfaction of the Council at the expense of the Tenant. The Tenant will be liable for any expense incurred by the Council in making good the aforesaid damage and arrangements will be made with the Tenant to recover the costs of same.
38. The Tenant shall be responsible for ensuring that an annual service is carried out on the heating system. The Tenant shall report any defect in any gas or oil-fired central heating system, plumbing or electrical faults or structural damage to the Council promptly.
39. The Tenant must not tamper with any installations for the supply of water, electricity, gas or other services. The Tenant is not permitted to make any connection with the pipes, sewer or drains in the dwelling or extend the wiring of the dwelling without the prior written consent of the Council.
40. The Tenant shall take all reasonable and proper precautions to prevent fire occurring on or in the dwelling and to report any fire damage at the premises to the Council immediately. The Tenant shall ensure that smoke alarms/heat detectors are in good working order. They shall be responsible for ensuring that working batteries are placed in same at all times.
41. The Tenants shall (where applicable) ensure that carbon monoxide detectors are in good working order.
42. The Tenant shall pay and discharge all charges in respect of water, telephone, electric current, gas and heating used or consumed on the dwelling and any environmental or other charges normally payable by householders to Local or Public Authorities. The Tenant must also ensure that the utilities are used on a regular basis.
43. Any alterations/additions made to the dwelling shall remain in/with the premises in the event of the house being vacated. Compensation is not payable to the Tenant in respect of same.
44. Engineers, Health Inspectors and other authorised Council Officers, employees and Contractors may enter and inspect the property at all reasonable times and the Tenant shall allow the Council to carry out any necessary works, repairs and improvements without being obstructed.

45. The Tenant must attend any appointments/interview arranged by the Council to discuss matters involving their tenancy. Failure to engage with the Council to address any issues may result in a Tenancy Warning being issued.

Section D Conduct of Tenant/Anti-Social Behaviour

46. Neither the Tenant nor any member of his/her household or any household any subtenant or visitor shall cause any nuisance or be guilty of or permit any conduct likely to cause annoyance or disturbance to any neighbours, their children or visitors or any Council staff or engage in anti-social behaviour and in this regard the following provision shall apply;

- (a) The term “neighbours” in this agreement refers to any persons living or working in the vicinity of the Tenants dwelling,
- (b) The term “anti-social behaviour” shall have the meaning conferred by the Housing (Miscellaneous Provisions) Act 1997 as amended by Section 19 of the Housing (Miscellaneous Provisions) Act 2014 (as amended).
- (c) For the purposes of this agreement the phrase “nuisance, annoyance or disturbance” shall include the use by the Tenant of the dwelling for the commission of a criminal offence and without prejudice to the generality of this expression shall include any of the following:
 - (i) harassment;
 - (ii) violence or threats of violence against the person or property;
 - (iii) threats, abuse or harassment of any kind or any act or omission causing disturbance, discomfort, inconvenience or persistent impairment of a person’s use or enjoyment of his or her home
 - (iv) obstruction of any of the common areas, doorways and other exits and entrances in the block and in the estate;
 - (v) making an unreasonably loud noise by shouting, screaming, playing any musical instruments or sound reproduction equipment (including television, radio and hifi) or using other machinery of any kind so loudly that it causes a nuisance or annoyance to other persons in the neighbourhood or can be heard outside the Premises between the hours of 11.00pm and 7.30am).
 - (vi) Any act or omission which creates a danger to the well-being of any neighbour or to his/her belongings
 - (vii) The unlawful possession, cultivation, use and or supply of a controlled substance within the meaning of the Misuse of Drugs Act 1977 to 2007 (as amended).

- (viii) Knowingly permitting a person against whom an excluding order or interim excluding order under The Housing Acts 1966 as amended, is in force in respect of a dwelling concerned, to enter that dwelling.
- (ix) Where the Council deems anti – social behaviour is or has been emanating from the address, an application to purchase the dwelling may be refused.
- (x) Where the Council deems anti – social behaviour is or has been emanating from the address any application to transfer may be withdrawn.
- (xi) The Council may issue a tenancy warning to a tenant where in the opinion of the council the tenant or a member of his or her household has breached the terms of this tenancy agreement.

47. The Tenant is responsible for the actions of their family or any person calling to their property whether socially or on business.

Section E Termination of Tenancy / Eviction / Abandonment of Dwelling / Downsizing

- 48. Where a tenant / tenants or a member of his or her household breached this tenancy agreement or rent related obligation the Council may apply to the District Court for a possession order and/or recovery of monies due.
- 49. The Tenant shall on termination of the tenancy, peacefully and quietly deliver up possession of the house to the Council.
- 50. The Council shall have a right to re-enter upon, and resume possession of the dwelling or any part thereof by persons authorised on behalf of the Council, following termination of the tenancy and / or to secure an abandoned or vacant dwelling at risk of damage, trespass or vandalism.
- 51. The Tenant shall give the Council not less than 4 weeks' notice in writing (Surrender of Interest Form to be completed) of the termination of the Tenancy.
- 52. An application for a Possession Order shall be served by the Council on the Tenant not less than 10 days before the District Court hearing in anyone of the following ways:
 - i. personally
 - ii. by leaving same with a person over sixteen years of age resident or in the dwelling
 - iii. by leaving same at the dwelling, affixed to door, whether such dwelling is occupied or not

- iv. By posting same in a registered envelope addressed to the tenant at his/her last known place of residence
- 53. Tenants or members of his or her household will not be considered for social housing support including homeless services where the tenant or member of his / her household breached this tenancy agreement, in consequence of which the Council terminated the tenancy.
- 54. Where the household composition changes, the Council may require that the household move or transfer to a property more suitable to the household. Where the tenant receives notification of such a transfer, he / she shall vacate the dwelling within six weeks.
- 55. Where the household increases, the Tenant(s) may request a transfer to a larger property, subject to fulfilling the criteria as laid out in the housing allocations scheme and Council's transfer policy in operation at the time of application.

Section F Data Protection

- 56. Longford County Council will treat as confidential all Personal Data collected and will process your Personal Data for the purpose of managing and administering this tenancy agreement. We process this Personal Data under Article (6)(1)(e) of the General Data Protection Regulation (GDPR), in the exercise of official authority vested in the Council under the Housing Acts 1966-2014 and Regulations as Amended.

Further information on how Longford County Council process your personal data and your rights in this regard can be found on the Council's Privacy Statement and on our Data Protection Policy. Both documents are located on our website www.longfordcoco.ie under Data Protection and are also available at any of our offices.

If you have any questions regarding the processing of your Personal Data, you can contact the Council's Data Protection Officer by email: dpo@longfordcoco.ie or by phone: (043)3344207 or by Postal Address: Longford County Council, Great Water Street, Longford, N39NH56

Section G Insurance

- 57. The Tenant shall not do or suffer to be done anything which may render the Council liable to pay in respect of the dwelling house or the building in which it is located or any part thereof more than the ordinary or present rate of premium for insurance against fire or which may make void or voidable any Policy for such insurance.
- 58. It should be noted that the Council's Insurance Policy does not, and cannot, extend to the contents of the dwelling, since the contents are not the property of the Council. Tenants are responsible for putting in place adequate insurance cover for the contents of the dwelling.

Section H Specific Instruction Issued

59. The tenant must not at any time, invite or allow to remain on any part of the dwelling or garden, any persons in respect of whom the Council has notified the Tenant that they should not enter or remain on the property. For the purpose of this tenancy agreement Mr(s) _____ is prohibited from entering the dwelling or any part thereof and take note, the Council hereby notifies you the Tenant of same.

Section I Contract Details

60. The Tenant in signing this Tenancy Agreement acknowledges their responsibility for the actions of any person, being a member of their household or otherwise, in relation to meeting their responsibilities regarding the terms and conditions of the Agreement. The Tenant also acknowledges receipt of the Tenant Handbook. In consideration of being allocated the Tenancy of this property the Tenant signs this Tenancy Agreement and agrees to abide by the Terms, Conditions and Provisions contained in it. The Tenant agrees to abide by the conditions of any policies that the Council may implement to ensure good estate management. The Tenant gives consent for their name and address to be shared with electricity provider in order to close existing electricity account at the property.
61. This tenancy is created in pursuance of and subject to the provision of The Housing Acts 1966 as amended and the enactments incorporated therewith and amending same. The Council and the Tenant acknowledge that the provisions of this agreement are subject to variation by Statute or Statutory Instrument and where such variations occur, the amendment by Statute or Statutory Instrument shall take priority over the existing condition in this agreement.
62. IN WITNESS whereof the Tenant(s) has signed this Tenancy Agreement and the Tenancy Agreement has been signed by a nominated Employee of the Council who has also authorised the affixing of the Council's Corporate Seal to the Tenancy Agreement.

.....
SIGNATURE OF TENANT(S)

.....
SIGNED ON BEHALF OF LONGFORD COUNTY COUNCIL
Nominated Employee pursuant to Section 11(8) of the Local Government Act 2001 (as amended)

...../...../20.....

APPENDIX A

Tenants are prohibited from keeping the following breeds of dog*:

 American Pit Bull terrier	 Greyhound/Lurcher
 Bulldog	 Japanese Akita
 Bull mastiff	 Japanese Tosa
 Doberman Pinscher	 Rhodesian Ridgeback
 English Bull Terrier	 Rottweiler
 German Shepherd (Alsatian)	 Staffordshire Bull terrier

****Plus, every other strain or cross of any of the above breeds***