

MONAGHAN COUNTY COUNCIL

Housing Acts 1966 - 2014

Tenancy Agreement

Name: «Tenant_Names»

Address: «Current_Address1»

«Current_Address_2»

Deposit : €_____

Receipt No. _____

Date: _____

**«House_No» «Allocation_Address1»«Allocation_Address2», Co.
Monaghan**

This AGREEMENT made on the «Day_»th of «Month», «Year»

Between MONAGHAN COUNTY COUNCIL, being the housing authority for the County of Monaghan (hereinafter called "The Council") of the one part and «Tenant_Names» of «Current_Address1» «Current_Address_2», in the County of Monaghan (hereinafter called "The Tenant" which expression shall, where the context so requires, include the person(s) who have signed this Agreement) of the other part

WITNESSETH

In this Agreement every word importing the masculine gender shall, unless the contrary intention appears, be construed as if it also imported the feminine gender.

1. The Council hereby lets and the Tenant hereby takes the dwelling and garden or plot of ground attached hereto situate at «House_No» «Allocation_Address1», «Allocation_Address2» in the Townland of «Townland_» in the Electoral Division of «ED» in the County of Monaghan for one week from Saturday the «M_1st_Week_Rent_Accrued» and so on from week to week until the tenancy shall be terminated by either party giving to the other 4 weeks previous notice in writing to take effect on a gale day. The weekly rent hereinafter shall be paid to the Council's Rent Collector or Agent or by deduction and payment in accordance with clause 5 below or by any other means notified by the Council to the Tenant, promptly and regularly, every week, the first payment to be made on the Date-Rent-Due.
2. The weekly rent payable by the Tenant is the weekly rent now determined and to be determined, on variation from time to time as required, for the economic circumstances of the Tenant's household, in accordance with the "Council's Differential Rent Scheme", any alterations to rent will be notified to the Tenant as they are made.
3. In addition to the rent as determined under Paragraph 2 above the Tenant shall be liable for any charges incurred or levied by the Council or other person or Body for services to the said dwelling which may be paid weekly and which charges shall be recoverable from the Tenant as if they were rent.
4. The sum for rent and any charges for services determined in accordance with Paragraph 2 and 3 above shall be paid by the Tenant on the due dates.

5. Where the Tenant is in receipt of, or becomes entitled to a 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 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.
6. For the purpose of clause 5, an application for deduction and payment must be made in accordance with section 290A of the Social Welfare Consolidation Act 2005 and the Social Welfare (Consolidated Claims, Payments and Control) (Amendment No 11) (Budgeting in Relation to Social Welfare Payments) Regulations 2013.
7. In the event the Tenant wishes to apply to discontinue deduction and payment of the Rent under the Household Budget Scheme, prior to making such application, the Tenant must apply in writing to the Council for consent to such discontinuance and give the Council at least 28 days notice of the Tenant's intention to discontinue such deduction and payment.
8. On an application to the Council for consent to such discontinuance the Tenant must state the reasons for discontinuance and indicate how the Tenant intends to otherwise pay the Rent when it falls due.
9. An application for discontinuation of a deduction and payment must be by the Tenant in the form and manner provided by the Social Welfare (Consolidated Claims, Payments and Control) (Amendment No 11) (Budgeting in Relation to Social Welfare Payments) Regulations 2013 and, in the event the Tenant's application is approved by the Council, the Tenant shall pay the Rent thereafter directly to the Council.
10. A deduction and payment made pursuant to clause 4.7 shall cease where the Tenant –
 - (i) ceases to be entitled to payment of Benefit
 - (ii) ceases to be the Council's tenant, or
 - (iii) dies, or
 - (iv) where the Council consents to discontinuance or
 - (v) where such deduction and payment are discontinued in accordance with section 290A of the Social Welfare Consolidation Act 2005 as amended

11. The Tenant shall furnish to the Council full and detailed particulars of his income and the income of each member of the household residing with him and shall immediately notify the Council of any change of the income of himself or of any member of the household residing with him as soon as such change shall occur and shall furnish to the Council all proofs which they may require in respect of any statement made by him and on his own behalf and that of every member of the household residing with him. The Tenant hereby authorises and gives authority to the Council to seek and receive any information which the Council may require from his employers or from any other source. The Tenant shall from time to time and whenever so requested furnish to the council information on any matter relating to the income, wages, salary, pension, concurrent contracts of employment, work means of livelihood, expenses and commitments of himself or any member of the household residing with him.
12. In the event of the Tenant failing or neglecting to furnish the Council with any information required or failing to give any proof or authority required or giving false, misleading or incomplete information or proofs or failing to notify the Council of any change in his income or income of any member of the household residing with him, the Council reserves the right to assume an income for the purposes of rent assessment.
13. The Council may at anytime vary the differential rent in any manner without stating or being required to state the reasons therefore.
14. The Tenant shall not assign, sub-divide or part with the possession of the dwelling hereby, or any part thereof, or make any letting thereto in con-acre or for agistment, or without the prior written consent of the council, sub-let the dwelling or any part thereof or allow any part of such dwelling to be occupied by a lodger. The Tenant may however, subject to the prior written consent of the Council, exchange the tenancy of the dwelling hereby let for the tenancy of another dwelling provided by the Council.
15. The Tenant shall reside in and occupy the dwelling throughout the duration of the tenancy and shall not without the prior written consent of the council cease to reside therein for a period or periods in the aggregate exceeding six weeks in any period of fifty-two weeks and shall use the dwelling as a private dwelling house and residence for himself and his family and for no other purpose, and in particular he shall not use or permit to be used the dwelling or plot or any part thereof, or any building or structure on the site as a shop, workshop or factory or for any purpose whatever other than as a dwelling house. No trading signs of any description shall be erected, displayed or posted on or about the dwelling without the prior written consent of the Council.
16. The Tenant shall be responsible for all minor repairs including those works listed as "Tenants Responsibility" under Housing Repairs and Maintenance

as set out by the council in the Council's Tenant Handbook ", a copy of which will be supplied to the Tenant on the execution of this Agreement.

- 17. The Tenant shall not execute any additions, alterations, improvements (including changing colour of external painting) or other works in or in relation to the dwelling hereby let and shall not remove any internal walls or partitions or cause any damage to the dwelling or commit any wilful dilapidation of the premises or any part thereof and shall not erect on the premises any garage, shed, out-office or other building without prior permission in writing from the Council. All construction, erections and so forth authorized by the Council, (any such authorisation shall not be construed as giving exemption from the necessity to comply with the provisions of the Local Government (Planning and Development) Acts or any other relevant legislation in force at the time) become Landlord's fixtures, that is to say, they become the Council's property and may not be removed by the Tenant at the termination of the tenancy, nor will any compensation be allowed in respect of them.**
- 18. The Tenant shall ensure that any Project, works, construction, maintenance or repairs to the dwelling which arise in accordance with the Tenant's responsibilities under the Tenancy Agreement, or otherwise, and which are carried out by the Tenant personally, or by a Third Party/Contractor, are carried out in accordance with the requirements of the Safety, Health and Welfare at Work (Construction) Regulations 2013.**
- 19. The Tenant shall during the tenancy, keep the premises and every part thereof in a clean, proper and sanitary state and shall not allow any refuse, nuisance or offensive matter to accumulate on any portion thereof. Refuse should be contained in a wheelie bin or other secure receptacle prior to being removed from the dwelling. Tenants may be requested by the Local Authority to produce evidence of having a refuse collection service in place. He shall keep the plot free from weeds and otherwise properly maintain and keep the gardens in a clean and tidy condition. He shall not plant any trees or shrubs which shall be or become injurious to any person, premises or to any adjacent property or allotment, or cut down any trees without the permission of the council. He shall keep every hedge forming part of the plot properly cut and trimmed.**
- 20. 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 premises. If domestic pets are kept (the numbers of which will be at the discretion of the council (MAX 2 cats or two dogs unless agreed previously in writing with the Council) by the Tenant he shall ensure that no nuisance is thereby caused and the sheds, shelters or yards where such domestic pets are housed shall be properly constructed, paved and drained. All domestic pets shall be kept under control, confined or tied. In the case of dogs, the following are deemed not**

to be domestic pets and these along with every strain or cross of each breed or type of dog listed below are not permitted as part of the letting agreement.

- American Pit Bull Terrier
- Bandog
- Bull Mastiff
- Doberman Pinscher
- English Bull Terrier
- German Shepard (Alsatian)
- Japanese Akita
- Japanese Tosa
- Rhodesian ridgeback
- Rottweiler
- Staffordshire Bull Terrier

21. The Tenant shall be responsible for compliance with any other statutory provisions from time to time in force in regard to the keeping of domestic pets and the Council accepts no responsibility for any legal proceedings, claims for damages etc., arising from the keeping of domestic pets on Council property. The Tenant shall not trespass on any adjoining premises or allow trespass on his own premises.
22. The Tenant shall be responsible for the proper maintenance, improvement or replacement of all boundaries to the dwelling including walls, fence or banks forming part thereof. No walls or fences shall be erected in the front or rear gardens without the prior written consent of the Council.
23. The Tenant shall be responsible for all internal decoration and for any breakages of glass in the windows and any damage to the fixtures, fittings or structure of the dwelling and shall cause to be made good any damage or breakage without delay. Where such works, damage or breakage is carried out or is repaired by the Council, the Tenant shall pay the cost of such works to the Authority. Any such charge may be added to and collected as part of the weekly differential rent.
24. No refuse, including disposable nappies, grease and cooking oil in solid or liquid form shall be placed, deposited or disposed of into any drain, gully trap, sink or other sanitary fittings. Any damage causing blockage or resulting in the incurring of expense consequent on such placing, depositing or emptying of such refuse, grease or cooking oil shall be made good immediately by the Tenant to the satisfaction of the Council at the expense of the Tenant, and where such works, damage or breakage is carried out or is repaired by the council, the tenant shall pay the cost of such works to the Authority. Any such charge may be added to and collected as part of the weekly differential rent. It shall be the Tenant's responsibility to ensure that all outlets from domestic appliances are

properly trapped and discharged to the correct drain within the boundaries of the dwelling.

- 25.** The Tenant must not, at any time, invite in or allow remain on any part of the dwelling or garden, any person in respect of whom the Council has notified the Tenant that such person should not enter or remain in or on any part of the dwelling.
- 26.** The Tenant must not knowingly permit any person against whom an Excluding Order or an Interim Excluding Order has been made in respect of the dwelling to enter the dwelling in breach of the Excluding Order or Interim Excluding Order as the case may be at any time when such Order is in force.
- 27.** The Tenant must not cause or engage in or allow any member of the Tenant's household or any person visiting or present at the dwelling at the Tenant's invitation to cause or engage in Anti-social Behaviour. For the purpose of this Tenancy Agreement the phrase 'Antisocial behaviour' includes either or both of the following, namely—

 - (a) the manufacture, production, preparation, importation, exportation, sale, supply, possession for the purposes of sale or supply, or distribution of a controlled drug (within the meaning of the Misuse of Drugs Acts 1977 to 2007),
 - (b) any behaviour which causes or is likely to cause any significant or persistent danger, injury, damage, alarm, loss or fear to any person living, working or otherwise lawfully in or in the vicinity of the dwelling or a housing estate in which the dwelling is situate and, without prejudice to the foregoing, includes—

 - (i) violence, threats, intimidation, coercion, harassment or serious obstruction of any person,
 - (ii) behaviour which causes any significant or persistent impairment of a person's use or enjoyment of his or her home, or
 - (iii) damage to or defacement by writing or other marks of any property, including a person's home.
- 28. (a)** The Tenant must not cause or commit or allow any member of the Tenant's household or any person visiting the dwelling to cause or commit any form of nuisance or engage in conduct likely to cause nuisance, annoyance or disturbance to any other tenants or members of their households, visitors, neighbours, neighbours' children, Council employees and contractors or any other member of the general public living or working in the vicinity of the dwelling.

(b) For the purpose of this Tenancy Agreement the phrase 'nuisance, annoyance or disturbance' is any behaviour which interferes with the peace and comfort of a person living, working or otherwise lawfully in

or in the vicinity of the dwelling and, without prejudice to the foregoing, includes (but is not limited to)

- (i) abusive or insulting words or behaviour
- (ii) offensive drunkenness
- (iii) damage or threat of damage to property belonging to another person including damage to any part of a person's home
- (iv) writing graffiti
- (v) making unnecessary or excessive noise by any means whatsoever by shouting, screaming, door slamming, playing any musical instrument or sound reproduction equipment (including television, radio, hi-fi) or using equipment or machinery
- (vi) using or allowing the Premises to be used for prostitution or for keeping, dealing in or using any controlled drugs or for keeping unauthorised firearms and ammunition
- (vii) using the dwelling for the handling or storage of stolen property
- (viii) any nuisance or annoyance caused by pets including barking and fouling; and
- (ix) any nuisance or annoyance caused by obstruction of common area, doorways, other entrances and exits, pavements.
- (x) playing ball games close to another person's property.
- (xi) Any act or omission which creates a danger to the well being or any neighbour or his property.

- 29. A Tenancy Warning may be issued by the Council to the Tenant under section 7 of the Housing (Miscellaneous Provisions) Act 2014 where the Council is of the opinion that the Tenant or a member of the Tenant's Household has breached a specified term of this Tenancy Agreement or under section 8 of that Act for breach of a rent related obligation or under section 9 of that Act where the Tenant or a member of the Tenant's Household has breached any other term of this Tenancy Agreement that is not a specified term or a rent related obligation.
- 30. The specified terms of this Tenancy Agreement within the meaning of section 7 (1) of the Housing (Miscellaneous Provisions) Act, 2014 are contained in clause 26, 27 and 28 above.
- 31. The rent related obligations of this Tenancy Agreement within the meaning of section 6 of the Housing (Miscellaneous Provisions) Act, 2014 are contained in clauses 1 to 5 above and includes any rescheduling

arrangements relating to payment of rent arrears and any arrangements to pay money due and owing by the Tenant's household to the Council made in accordance with section 34(2) of the housing (Miscellaneous Provisions) Act 2009.

32. A Tenancy Warning shall be served on the Tenant at the dwelling or, in the event of the Tenant's absence from the dwelling in any manner prescribed by law or pursuant to Regulations made under the Housing (Miscellaneous Provisions) Act, 2014.
33. A Review Request under section 10 of the Housing (Miscellaneous Provisions) Act 2014 in respect of any Tenancy Warning issued to the Tenant shall be given by the Tenant to the Council in writing and sent or delivered to the Council's County Offices at The Glen, Monaghan no later than 10 days following the issue of the Tenancy Warning.
34. All Notices (including notices of intention to make a possession application) and correspondence may be served by the Council on the Tenant at the dwelling or, in the event of the Tenant's absence from the Premises in any manner prescribed by law or pursuant to Regulations made under the Housing (Miscellaneous Provisions) Act 2014.
35. The Council may apply to the District Court under section 12 of the Housing (Miscellaneous Provisions) Act 2014 for a possession order in respect of the dwelling where the Tenant or a member of the Tenant's household has breached this Tenancy Agreement or a rent-related obligation.
36. If any possessions are left behind at the dwelling following surrender of the Tenancy or the abandonment of the dwelling or following the recovery of possession of the dwelling on foot of an order for possession, the Council will secure the safe custody and delivery to the Tenant any property found in the dwelling that does not belong to the Council provided the reasonable cost of effecting such custody and delivery, including storage costs, are discharged to the Council before the property is so delivered.
37. If no arrangement is made with the Council for the delivery of the property referred to in clause 36 before the expiry of 2 months of the date of surrender or of the abandonment coming to the attention of the Council or the date upon which possession of the dwelling is obtained, the Council will dispose of the property and apply any proceeds in the following order of priority:
 - (a) firstly, towards any costs incurred by the Council in removing, storing and disposing of the property together with the costs associated with the application of the proceeds under this clause
 - (b) secondly, towards any legally enforceable prior claim under any other enactment in respect of the proceeds, or on any part

of the proceeds that the Council is aware of or could, with due diligence in the circumstances and having regard to the amount of the proceeds involved, become aware of

(c) thirdly, towards any rent due but unpaid to the Council in respect of the dwelling

(d) fourthly, towards any other monies duly owed to and recoverable by the Council

and any sum remaining after such application of the proceeds shall be paid by the Council to the Tenant.

38. Where the Council is satisfied that property found in the dwelling is the property of a person other than the Tenant, the Council will, unless there are reasonable grounds for believing that the property has been abandoned, take all reasonable steps in the circumstances to identify that person and offer to return that property to that person upon proof of ownership, subject to the payment, at the discretion of the Council and where appropriate, of some or all of the cost of removing and storing such property.
39. The Tenant agrees to indemnify the Council against any liability incurred by the Council to any third party whose possessions have been sold or disposed of by the Council in the mistaken belief (which will be presumed unless the contrary is proved) that the possessions belonged to the Tenant.
40. The tenant or any member of the household shall not park or permit to be parked any caravan, mobile home, temporary dwelling, HGV's and tractors whether occupied or unoccupied within the curtilage of the property. In the event of a breach of this condition, Monaghan Local Authorities may request the tenant to remove such caravans, mobile homes, temporary dwellings, HGV's and tractors and failure to comply with such a request shall entitle Monaghan County Council to remove any and all caravans, mobile homes and temporary dwellings. The tenant may not park vehicles in such a way as to obstruct other vehicles (e.g. refuse lorry) from entering or exiting housing estates.
41. The Tenant 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 situate 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.
42. 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 property of the Council. Tenants are strongly advised to arrange adequate insurance cover for the contents of the dwelling.

43. The Tenant agrees to pay and discharge all charges in respect of water, telephone, electric current, gas and heating used or consumed in the dwelling.
44. The Tenant agrees not to hang or allow to be hung from any window of the dwelling 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 or banner outside the premises or in the windows or doors thereof.
45. The Tenant shall not be at liberty to erect any aerial or hang or place any fixtures including cameras on the exterior of the premises without the prior written consent of the council, such permission shall not be construed as giving exemption from the necessity to comply with the provisions of the Local Government (Planning and Development) Acts or any other relevant legislation in force at the time.
46. The Tenant of a flat dwelling within a complex of multiple dwellings shall not keep or store or permit to be kept or stored, bottled gas container in the flat dwelling, the staircase, landing or any part of the building.
47. The Revenue collector, Inspector, Engineer, Environmental Health Officer, Tenant Liaison Officer and other authorised Council Officers and the Council's contractors may enter and inspect the dwelling hereby let at all reasonable times and the Tenant shall allow the council to carry out on the premises any necessary works.
48. The Tenant shall on the termination of the tenancy, peaceably and quietly deliver up possession of the whole of the dwelling to the Council and shall leave the dwelling in the same condition as that in which it was let to him and shall make good any damages caused to the structure and its fittings which are not attributable to fair wear and tear.
49. The Council will treat as confidential all the information and personal data given in accordance with paragraph 5 and it will also be subject to the council's responsibilities under the Data Protection Act, 1988.
50. This Tenancy is created in pursuance of and subject to the provisions of the Housing Acts, 1966-2014 and the enactments incorporated therewith and amending same. All references in this Tenancy Agreement to any statute or statutory provision include a reference to such statute or provision as amended varied, replaced or re-enacted from time to time.
51. It is hereby acknowledged by the Tenants that the dwelling the subject matter of this agreement which is a «No_of_Beds» bedroomed dwelling has been allocated on the condition that it will be occupied by those named on the Tenancy Agreement, and the children, if any as their normal place of

residence, and each or the Tenants hereby covenant with the Council that they each of them will occupy the dwelling as his/her normal place of residence and should either of them cease to occupy the dwelling as his/her normal place of residence then the Council shall be at liberty to terminate this agreement in accordance with the provisions in that behalf hereinbefore contained.

52. On the death of the Tenant a member of the Tenant's household may succeed to the Tenancy provided the conditions and requirements of the Council's written policy in relation to succession to the tenancy of a deceased tenant are met. The Council may also refuse to allow a member of the Tenant's household to succeed to a tenancy where there are reasonable grounds for believing that such member is or has been engaged in Anti-social behaviour and the Council considers there is good reason for refusing the application on the grounds of good estate management.

IN WITNESS whereof the Council have hereunto affixed their Corporate Seal, and the tenant has hereunto set his hand the day and year first herein written.

SIGNED SEALED AND DELIVERED

by the said:

«place_for_signing_of_agreement»

in the presence of:

Monaghan County Council

PRESENT when the Seal of the
County Council of the County of
Monaghan was affixed hereto: -

Nominated Member of Monaghan
County Council

Senior Executive
Housing