

COMHAIRLE BHAILE CHAISLEAN A BHARRAIGH

CASTLEBAR TOWN COUNCIL

HOUSING ACTS 1966 - 2009

TENANCY AGREEMENT

AGREEMENT made this _____ day of _____, 20_____.

BETWEEN the Castlebar Town Council of the County of Mayo, having their principle Office at Marsh House, Castlebar, in the County of Mayo, (hereinafter called “the Council”, of the one part AND

_____, of _____ Castlebar, (hereinafter called “the tenant”) of the other part **WHEREBY** the Council and the Tenant agree as follows:

1. The Council hereby lets and the Tenant takes the dwelling (including yard out offices, garden or other land attached), situate at _____ Castlebar, for one week from the _____ day of _____, 20_____ and so on from week to week until the tenancy shall be terminated at the end of the first or any subsequent week by either party giving to the other, not less than two weeks previous or by other means agreed between the parties, notice in writing.

The weekly rent of € _____, payable in advance, hereinafter shall be paid promptly and regularly every week, the first payment to be made on the _____ day of _____ 20_____.

2. You are required to attend mandatory pre-tenancy information session – the dates and times for said course as set out by the Town Clerk

SECTION A: PAYMENT OF RENT AND OTHER CHARGES

3. The Council may from time to time agree to accept from the Tenant a reduced or differential rent (hereinafter called “the differential rent”) calculated in accordance with the terms of the Council’s Differential Rent Scheme for the time being and in any such event, the following provisions shall effect, that is to say:-

- a)The Tenant shall furnish to the Council all full particulars of the income of the Tenant and the members of his family living with him/her in the

dwelling and shall forthwith inform the Council of any subsequent change in his/her income or the income of any such member of his/her family.

- b) The Tenant shall furnish to the Council from time to time as required by the Council all proofs required by the Council in respect of any statement or representation made by him/her, or on his behalf, and shall give to the Council any authority required by the Council from the Tenant's employer or any other person, of the Employer of any such member of his family.
- c) Upon the refusal by the Tenant at any time to comply with any of the requirements of sub-clauses (a) and (b) of Clause 2 hereof, he shall without further notice from the Council become liable to pay the **weekly maximum** of €150 hereof from the gale day next succeeding such refusal.
- d) The Council in its absolute discretion may at any time by one week's notice in writing signed by the Town Manager/Town Clerk or other authorised officer of the Council vary the differential rent by reducing same or by increasing same to the maximum weekly rent and upon service of any such notice, the rent therein prescribed shall be the rent payable under this Agreement as from the gale day next succeeding the service of such notice.
- e) The Council in its absolute discretion may at any time by one week's notice in writing signed by the Town Manager/Town Clerk or other authorised officer of the Council terminate any differential rent and require the Tenant forthwith to pay the maximum weekly rent and upon service of such notice the said rent payable shall become and continue payable as from the gale day next succeeding the service of such notice.
- f) The acceptance by the Council or any other officer, agent or servant thereof at any time or for any period of any sum less than the rent for the time being payable by the Tenant under this Agreement shall not prejudice the right of the Council to recover, demand, sue for and obtain any sum lawfully payable by the Tenant at any time for rent under this Agreement and no receipt or acknowledgement whether expressed to be in clear discharge or otherwise shall operate to prejudice such right.
- g) At any time and for so long as the Council shall accept from the Tenant a differential in discharge of the Tenant's liability for rent under this Agreement, all the terms and conditions of this Agreement shall remain in full force and effect subject only to variation of such rent.

4. The tenants shall pay the sum for rent punctually on the due date and in a manner determined by the Council. **In the event of the rent account showing arrears of four weeks rent or more** the tenants shall on receipt of notice from the Council pay rent by way of the Household Budget System or by Standing Order with their bank.

SECTION B: OCCUPANCY OF DWELLING

5. The dwelling shall be used as a dwelling house only for the tenant and his/her family and for no other purpose whatsoever – in particular, the property cannot be used for any form of business or commercial activity.
6. The tenant shall not erect or display any trading signs of any description on or about the said premises without the previous consent of the Council.
7. The Tenant shall not assign, subdivide or part with the possession of the dwelling or any part thereof or make any letting in con-acre or, without the consent of the Council, sublet or allow any part of the dwelling to be occupied by a lodger.
8. The Tenant may, with the consent of the Council, exchange his/her tenancy of the dwelling for the dwelling provided by a housing authority.
9. If without the consent of the Council, the dwelling is unoccupied for a continuous period of six weeks it shall be deemed by the Council to be abandoned within the meaning of Section 62 (2) (b) of the Housing Act 1966 and the Council may recover possession accordingly.

SECTION C: MANAGEMENT AND MAINTENANCE OF DWELLING AND ESTATE

10. The tenants agree to (i) use a licensed waste disposal operator in the area and (ii) satisfy the Council that he/she has satisfactory and acceptable arrangements for waste storage and regular disposal in place, in respect of the tenanted premises.
11. The tenant shall not execute any additions, alterations, improvements or other works in or in relation to, the dwellings hereby let and shall not remove any internal walls or partitions or cause any damage to the dwelling or commit any willful dilapidation of the premises or any part thereof, and shall not erect on the premises any garage, shed, out-office or other building without the prior permission in writing from the Council. All constructions, erections and so forth authorized by the Council, become Landlord's fixtures, that is to say, they become the Council's property and are not

removable by the Tenant at the termination of the tenancy, nor is any compensation allowable in respect of them.

- 12.** Any alterations to existing external colour schemes (i.e including woodwork, metalwork, plasterwork etc) shall be carried out only with the written consent of the Council.
- 13.** The Tenant shall not cause any damage and shall keep the dwelling in a clean and proper state, and shall not allow any refuse or offensive matter to accumulate in any portion thereof.
- 14.** The Tenant shall keep the plot of land attached to the dwelling in a tidy condition and free from weeds, and shall not store any household fuel, or other personal items, in any common area of the estate. He/she shall not plant any trees or shrubs which shall be or become injurious to the premises or to any adjacent property or allotment, or 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.
- 15.** The Tenant shall be responsible for the proper maintenance, improvement or replacement of all boundaries to the dwelling including wall fences or banks forming part thereof. No fencing shall be erected in front or rear gardens with out previous consent of the Council in writing.
- 16.** The Tenant shall be responsible for all internal decoration and for any breakage 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 and where such works, damage or breakage is carried out or repaired by the Council, shall pay the cost of such works to the Council and in the event of non-payment the Council shall be entitled to recover same as a simple contract debt. Full details of repairs for which tenant is responsible for is included in the Tenant Handbook.
- 17.** No refuse, including 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. Any such charge may be added to and collected as part of the weekly Differential Rent.

- 18.** The tenant shall not be at liberty to erect any aerial or hang or place any fixtures or clothing on the exterior of the premises, any balcony or external area without prior written consent from the Council.
- 19.** The tenant of an apartment/flat dwelling within a complex of multiple dwellings shall not keep or store, or permit to be kept or stored, bottled gas containers in the apartment/flat dwelling, the staircase, landing or any part of the building.
- 20.** No caravan, trailer or container may be parked in the vicinity of the house, or within the vicinity, by the tenant, relatives or any other person known to the tenant. Any caravan, trailer or container shall be removed without notice.
- 21.** The shall not keep any poultry, pigs, cattle, horses or donkeys or other animals, other than domestic pets which are not likely to create a nuisance or become a source of annoyance on the premises without the prior written consent of the council which will be given only in exceptional circumstances and in appropriate cases. Excessive barking shall be construed to be nuisance and shall not be permitted. Breeds of dogs and other strains or crosses of these dogs are the type of dog commonly known as “Banned Dogs” as listed in the Control of Dogs Act (Restriction of Certain Dogs) Regulations, 1998 are not permitted in your estate:
- | | |
|----------------------------|------------------------------|
| *American Pit Bull Terrier | *Japanese Tosa |
| * Bull Mastiff | * Doberman Pinscher |
| * English Bull Terrier | * German Shepherd (Alsatian) |
| * Japanese Akita | * Rhodesian Ridgeback |
| * Rottweiler | * Staffordshire Bull Terrier |
| * Australian Bandog | |
- 22.** If domestic pets are kept by the tenant he/she shall ensure that sheds, shelters and 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. The tenant shall not allow domestic pet trespass on any adjoining premises.
- 23.** The Tenant shall allow Authorised Officers and Servants of the Council to enter and inspect the dwelling at all reasonable times and to carry out thereon any necessary works.

SECTION D: CONDUCT OF TENANTS/ANTI-SOCIAL BEHAVIOUR

24. a) Neither the tenant nor any member of his/her household or any household or any subtenant or visitor shall cause any nuisance or be guilty of or permit any conduct likely to 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 Council staff as more particularly outlined in paragraphs b) and c) hereunder.
- b) The term “neighbours” in this Agreement means persons living or working in the vicinity of the tenant’s dwelling.
- 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 all or 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 or inconvenience;
 - (iv) Obstructions 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 hi-fi) or using other machinery.
 - (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 as amended.
- d) 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.
- e) A tenant evicted for a breach of this condition or part of it or any condition will be deemed for the purpose of re-housing to have deliberately rendered himself/herself homeless within the meaning of Section 11 (2) (b) if the Housing Act, 1988 and may not be provided with another home by the Council until such time as the Council is satisfied that the evicted tenant and his/her family are capable of living and are agreeable to live in the community without causing a further breach of this condition, or any other condition of this Agreement.

25. The tenants or any member of their household, guest or visitor shall not suffer or permit to be done by any act, matter or thing or engage in any conduct which in the opinion of the local authority is likely to bring the property or the estate into disrepute or give scandal or cause noise or nuisance to adjoining owners or occupiers, or the public generally.
26. The tenants shall not commit or allow any member of their household, guest or visitor to harass any person by virtue of race, colour, ethnic origin, national origin or religion, sex, age, sexual preference, physical or mental disability, HIV status, ill health, appearance, marital status, family circumstances or otherwise which may interfere with peace and comfort or cause offence to other tenants, members of their household, visitors, neighbours, employees, agents or contractors of the local authority or any person engaging in lawful activity in the locality of the premises. Acts of harassment include but are not limited to verbal abuse or deeds or acts of violence.
27. Convictions in relation to criminal behaviour including public order offences on behalf of the tenants, the tenants family or any other person permitted to stay at the property by the local authority may result in the service of a notice to quit as provided for under the Housing Act 1966, or the commencement of proceedings seeking an exclusion order as provided for under the Housing (Miscellaneous Provisions) Act 1997 and the Housing (Traveller Accommodation) Act 1998.
28. The Council will treat as confidential all the information and personal data given and it will also be subject to the Council's responsibilities under the Data Protection Act 1988 and the Anti Social Behaviour Policy.

SECTION E: TERMINATION OF TENANCY/EVICTION/ABANDONMENT OF DWELLING

29. The Tenant shall, on the termination of the tenancy, peaceably and quietly deliver up possession of the whole dwelling and all keys thereof to the Council and shall thereupon pay any arrears of rent which may be due.
30. The tenancy may be terminated at any time on the giving of not less than two week's notice by the tenant or the Council in accordance with the provisions of the Housing Acts 1966-2009.
31. The Council shall have the right to re-enter upon and resume possession of the dwelling or any part thereof by its collector or any person or persons authorized on behalf of the Council, for breach, non-performance or no-

observance of any of the provisions of the tenancy agreement. It is hereby declared that upon the happening of any such breach the term or interest of the tenant in the tenancy hereby created shall be deemed (without prejudice, however, to the Council's claim for rent until it obtains actual possession) to have thereupon ended.

32. Where a dwelling is vacant following an eviction or is deemed to be abandoned within the meaning of Section 62(2) of the Housing Act, 1966 as amended or extended the tenant shall be deemed to have abandoned all the tenants property contained therein. The Council shall thereupon be under no liability or obligation to store or retain same and may dispose of such property as the Council deems fit without notice to the tenant. In this context the tenants property shall be deemed to include all property in within the dwelling which is not the property of the Council.
33. Notice to quit may be served by the Council on the Tenant in any of the following ways:
 - a) Personally
 - b) By leaving it with some person over sixteen years of age resident or employed in the dwelling
 - c) By leaving it at the dwelling, whether such dwelling is occupied or not
 - d) By posting the same in a prepaid registered envelope addressed to the tenant at his/her last known place of residence.
34. In the event of this tenancy being terminated by Notice-to-Quit, the occupier shall pay to the Council, rent from the date of the expiration of the Notice-to-Quit to the date on which possession shall be delivered to the Council, such rent to be calculated in accordance with Section 2(a) to (g) of this document (at the same weekly rate as the rent had previously been paid immediately prior to the termination of the tenancy).

SECTION F: INSURANCE

35. 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 strongly advised to arrange adequate insurance cover for the contents of the dwelling.

SECTION E: CONTRACT DETAILS

- 35. The Tenant hereby jointly and severally covenant with the Council to pay the rent reserved and to perform and observe all of the covenants and conditions herein before set out herein which have been clearly described to me and noted.
- 36. This tenancy is created in pursuance of and subject to the provisions of the Housing Acts 1966-2002 and all amendments of additions thereto.

IN WITNESS whereof the Council has hereunto affixed its Seal and the Tenant has hereunto set his hand the day and year first herein WRITTEN.

PRESENT when the Seal of the Town Council of Castlebar was affixed hereto:

(AUTHORISED OFFICER)

SIGNED: _____
(TENANT) (JOINT TENANT)

WITNESSED BY: _____

DATED THIS _____ **DAY OF** _____ **20** _____

I confirm that I have today received the keys to the dwelling at:

SIGNED: _____ **CTC File Ref No: H** _____
(TENANT)

GAS Meter Reading _____ ESB Meter Reading _____
GPRN _____ MPRN _____