

Residential Tenancy Agreement

Date: 24 May 2019

Property: Apt 1. The Courtyard, Greenfield House, Maynooth, Kildare

Landlord: Mary McGrath

Tenant: Shane Brannick - 087-6645947

Point of Contact: Emma Farrelly, Farrelly & Southern - 01 651 7000

Notes for Tenants

- This is a Fixed Term Tenancy Agreement
- The Residential Tenancies Act (2004) and its amendments apply to this Agreement. You must familiarise yourself with your rights and responsibilities as a Tenant as per the RTA.
- If you are unsure as to any of your obligations under this Agreement, it is recommended that you take legal advice before signing.

Parties and Principal Terms

This AGREEMENT is made on the date specified below between the Landlord/s and the Tenant/s and includes and incorporates all the covenants and Special and General Letting Provisions and Conditions together with the First, Second, Third and Fourth schedules hereunder.

Date:

Landlord: Mary McGrath

Address: c/o Farrelly & Southern: 01 651 7000

Tenant: Shane Brannick

Address:

Phone: 087-6645947

PPS Number: 73435880

Property: Apt 1. The Courtyard, Greenfield House, Maynooth, Kildare
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 any designated car space.

Term: Fixed for 12 Months (Expiring on 01 March 2020)

Commencement Date: 02 March 2019

Date:

Market Rent: €1,155.00 per calendar month , in advance without deduction

Security Deposit: €1,155.00, in advance

Payment Method: The first month's rent, in advance, by bank transfer, bank draft or cash. Thereafter, monthly rent, in advance, by Standing Order payment (or, at the Landlord's option, by Direct Debit) of **€1,155.00** without deduction on or before the **2nd** of every month , without exception, direct to:

Bank: AIB

Branch: Maynooth

BIC: AIBKIE2D

IBAN: IE89AIBK93320136052172

Account Name: Farrelly & Southern Ltd Client Account

MEMORANDUM OF AGREEMENT made the between **Farrelly & Southern** on behalf of (hereinafter called "the Landlord" which expression, where the context so admits, shall include the immediate reversionary or reversions for the time being expectant on the term hereby created and the person entitled to the rent hereunder) of the one part (hereinafter called "the Tenant" which expression, where the context so admits, shall include the Executors, Administrators, Permitted Assigns and Successors in title) of the other part and includes all the covenants and conditions hereunder together with the First, Second, Third and Fourth Schedules.

- 1. IN THIS AGREEMENT, UNLESS THE CONTEXT OTHERWISE REQUIRES, THE FOLLOWING EXPRESSIONS SHALL HAVE THE FOLLOWING MEANINGS:**
- 1.1 Words importing the masculine gender only include the feminine gender and vice versa.
- 1.2 Words importing the singular number only include the plural number and vice versa.
- 1.3 Where there are two or more persons included in the expression "the Tenant" and "the Landlord", covenants expressed to be made by "the Tenant" or "the Landlord" shall be deemed to be made by such persons jointly and severally.
- 1.4 "The Landlord" includes the persons for the time being entitled to the reversion at the end of the Tenancy.
- 1.5 "The Tenant" includes the successors in the title.
- 1.6 Whenever there is more than one Tenant, each and every covenant, right, responsibility and obligation of the Tenant hereunder and each and every covenant, right, responsibility and obligation of the Tenant as per the Residential Tenancies Act (2004) and its amendments can be enforced against each and every Tenant jointly and can be enforced against each and every Tenant individually.
- 1.7 Whenever there is more than one Tenant and one Tenant alone signs this Agreement on behalf of all other Tenants, the Tenant who has signed this Agreement becomes wholly responsible for ensuring compliance with each and every covenant, right, responsibility and obligation of any Tenant named herein.

2. WHEREBY IT IS AGREED AS FOLLOWS:

- 2.1 The Landlord agrees to let and the Tenant agrees to take ALL THAT AND THOSE the premises described in the First Schedule hereto (hereinafter called “the Premises” and/or “the property”) for the term and subject to the rent and as to the manner of payment thereof specified in the First Schedule hereto together with the furniture effects and fittings specified in the First Schedule hereto.

3. THE TENANT AGREES WITH THE LANDLORD AS FOLLOWS:

- 3.1 To pay the stipulated Deposit as security for their performance of the Tenant’s obligations and to pay and compensate the Landlord and his Agent for any and all breaches of those obligations. It is agreed that no interest shall be payable on this deposit.
- 3.2 That the Security Deposit sum shall not be transferable to the Tenant in any way, and/or at any time, against payment of the rent. The balance of the deposit is 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.
- 3.3 To pay the reserved Rent, without any deductions whatsoever, at the times and in the manner hereinbefore and hereinafter provided whether or not demanded by the Landlord or his Agent and without any expense to the Landlord or his Agent. The first rent payment falls due on the commencement date of this Agreement.
- 3.4 To pay any and all Stamp Duty charged on the original and counterpart of this Agreement.
- 3.5 To put in place and maintain full and adequate insurance cover for all the Tenant’s property in, on or at the Premises and for any and all persons and animals in, on or at the Premises with the Tenant’s consent. The Tenant shall indemnify the Landlord and his Agent against any and all claims whatsoever in respect of loss, damage, accident, injury and/or any other event to such property and/or persons and/or animals.
- 3.6 To notify the Landlord and his Agent promptly, in writing, of any and all disrepair, damage or defect in, on or at the Premises and of any event which causes or may cause disrepair, damage or defect in, on or at the Premises and/or of any event which gives rise to or may give rise to any claim under or on the insurance of the property and/or of any breakdown of any appliance. Failure to do so may result in the Tenant being liable and/or being held liable for any and all subsequent disrepair, damage, defect, action, claim and/or liability.
- 3.7 To repair and make good all disrepair, damage and/or defects, of which notice in writing shall be given by the Landlord to the Tenant and for which the Tenant is liable under the provisions hereof, within FOURTEEN days after the giving of such notice or such other period as the notice may specify. In the event of failure of the Tenant to comply with such notice, the Landlord may carry out the work referred to therein and recover the cost thereof, on demand, from the Tenant as liquidated damages, but without prejudice to the Landlord’s rights generally under this Tenancy Agreement.
- 3.8 Upon receipt of reasonable notice (unless in the case of emergency), to permit the Landlord and/or his Agent and/or his or his Agent’s workpeople at all reasonable times to enter the Premises for the purposes of viewing and examining the state of repair and inspecting the condition thereof and to effect any and all such repairs and/or renovations to the Premises, or adjoining Premises for which the Landlord may be liable, as may be necessary but without prejudice to the Landlord’s rights both generally and herein.

- 3.9 Not to damage or injure any part of the property and/or the Landlord's contents.
- 3.10 Not to make any structural alterations whatsoever in, on or at the Premises, nor to make any alterations whatsoever in the internal arrangements or external appearance of the Premises, nor to erect any television aerials without first obtaining the express consent in writing of the Landlord nor to alter, change or install any locks on any and all doors, windows or other in, on or about the Premises, either internally or externally, without the express prior written consent of the Landlord or his Agent and without providing a valid and correct copy of any and all keys and notice of any and all codes as required to the Landlord and his Agent.
- 3.11 In which the Tenant agrees the condition of the Premises to be on the signing of this Agreement, to keep the interior and exterior of the premises in a good state of repair, order and condition. Including but not limited to the glass in the windows, all locks, sash cords, electric, gas and other fittings and installations and all additions thereto, and all drains, sanitary fittings, appliances and pipes and to keep same in good and Tenantable repair, order and condition (damage by fire only excepted) and to keep the Landlord and his Agent effectually indemnified against all claims in respect thereof and to pay for any damage done to any drain, sewer or gully trap caused by the negligence or default of the Tenant, his guests, servants, agents or invitees. To replace like-for-like any and all glass in external and/or internal doors and/or windows damaged in any way during the Tenancy without prejudice to the Tenant's Rights generally under this Agreement and specifically under the Residential Tenancies Act (2004) and its amendments.
- 3.12 To keep the gardens, patios and terraces (if any) including all driveways, pathways, lawns, hedges, landscaping, ornamental features including but not limited to water features, neat, tidy and properly tended at all times and not to remove any trees and/or plants and/or features without the express written consent of the Landlord or his Agent. Specifically, this is without prejudice to the Tenant's Rights generally under this Agreement and specifically under the Residential Tenancies Act (2004) and its amendments.
- 3.13 To keep the Premises in the same good and tasteful state of decoration in which the Tenant agrees the Premises to be on the date of the signing thereof, and to be at the Tenant's expense. Without first obtaining the express consent in writing of the Landlord, not to put nails into the walls or woodwork at the Premises. Any redecoration is to be made only with the express advance written consent of the Landlord.
- 3.14 To keep the furniture effects and furnishings and fixtures and fittings, as specified in the First Schedule hereunder, in good and Tenantable repair, order and condition and to replace (or, if appropriate, to repair correctly, effectively, tastefully and efficiently) such of the said effects and furnishings and fixtures and fittings as may be broken, destroyed or damaged (damage by fire only excepted) with other articles of equal value to the satisfaction and express written approval of the Landlord or his Agent and to immediately pay the Landlord or his Agent the value of replacement of any furniture, fixtures, fittings or effects lost, damaged or destroyed (damage by fire only excepted), accidentally or otherwise.
- 3.15 Not to remove the furniture effects and fittings, specified in the Third Schedule, or any part thereof from the Premises nor to lend or part with the possession of same either directly or indirectly to any person whatsoever without first obtaining the consent in writing of the Landlord.

- 3.16 To keep the entire interior of the property and the contents, fixtures, fittings and effects in good and clean condition (damage by accidental fire and reasonable wear and tear excepted).
- 3.17 To keep the property and the Premises at all times well and sufficiently aired, ventilated and warmed and to take all reasonable precautions to prevent damage by frost throughout the term of the Tenancy, such that local weather conditions require.
- 3.18 To use the Premises as a single private dwelling and residence only for his own personal and private use and not to use it or any part of it for any other purposes including commercial purposes and nor to allow anyone else to do so and not to carry on or permit to carry on any business, trade and/or profession on, at or from the property and not to take or receive lodgers and/or paying guests and not to assign or sub-let or let any other person or persons live on or at the Premises or any part thereof and not to share or part with the possession of the Premises or any part thereof without first obtaining the express consent in writing of the Landlord or his Agent and to pay the Landlord or his Agent any costs or expenses incurred in deciding this request whether consent is granted or refused.
- 3.19 Not to do, permit, suffer or allow to be done in, on or at the Premises any act or thing which is likely to be or to become a nuisance, danger, damage or annoyance to the Landlord or to other occupiers of the Premises or to occupiers of any and all adjoining Premises and not to do, permit, suffer or allow to be done any act or thing which may cause loss or may adversely affect the Premises, the subject matter of this Agreement or any nearby premises.
- 3.20 In particular, to fit effective suppressors to all television, satellite, broadband and radio equipment and any and all other electrical equipment and to use the same in a manner strictly consistent with this clause, and not to use any such equipment in a way as to place undue load upon the electrical supply to the Premises.
- 3.21 In order to comply with Gas Safety Regulations, it is necessary at all times to ensure:
- i. that the ventilation provided for this purpose in, on and at the property should never be blocked, either deliberately or accidentally and
 - ii. that any and all dark and/or sooty build-up on any gas appliance or on any surface near any gas appliance be reported immediately to the Landlord and his Agent and
 - iii. not to introduce into or onto any part of the property any portable heaters fired by liquid and/or bottled gas without the Landlord's express prior written consent.
- 3.22 In order to comply with Fire Safety Regulations, it is necessary at all times to:
- i. keep and ensure that any and all halls, passages and staircases on, at and leading to the property remain free from all obstruction and
 - ii. keep and ensure that any and all drains, be they internal or external, remain free from all obstruction and
 - iii. keep any and all chimneys swept and safe as often as is necessary and required.
- 3.23 To pay and discharge promptly to the authorities, or to whomever they are due, any and all charges relating to the property in respect of refuse and outgoings (including but not limited to water, telephone, oil, electric current, gas, cable television, satellite television and broadband services if any) used or consumed on or at the Premises, including all which are imposed after the start date of this Agreement (even if of a

novel nature) and including any which are imposed after the termination date of this Agreement if the Tenant is liable for same (even if of a novel nature) and to pay the total cost of any reconnection fee relating to the supply of gas, water, electricity, cable television, satellite television, broadband services and telephone if the same is disconnected or the operating company charged but without prejudice to the Tenants or Landlords rights generally.

3.24a In order to comply with requirements of Irish Water requirements to register with Irish Water and to pay and discharge promptly to Irish Water or the relevant authority without any deduction any and all charges raised by Irish Water relating to the property, including any which are imposed after the termination date of this Agreement if the Tenant is liable for same.

- 3.24 Not to do or suffer to be done an act or thing to permit any default to take place which may render void any policy of insurance at, on or of the Premises and/or which may cause any insurance premiums at, on or of the property to be increased This includes an Agreement not to leave the property vacant for a period of 30 or more consecutive days and to properly secure all locks and/or bolts to any and all doors, windows and other openings if and when leaving the property unattended and to arm all alarms (if any) when required. Not to do or suffer to be done anything which may render the Landlord liable to pay in respect of the Premises and/or building (in which the same are situate or any part thereof) more than the ordinary or present rate of premium for insurance against fire.
- 3.25 The Tenant shall be responsible for testing and maintaining any and all smoke detectors in, on or at the property and Premises on a regular basis and for replacing any and all batteries as required.
- 3.26 Not to hang or allow to be hung from any window or from the balcony (if any) 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 (other than those of the Landlord's Agent) outside the premises or in the windows or doors thereof.
- 3.27 Not to keep any animal, including but not limited to a dog, cat, bird, rodent, amphibian, reptile, fish or any other living creature on, at or in the Premises without first obtaining the express consent in writing of the Landlord or his Agent. The Tenant acknowledges that any such consent, if granted, is agreed to be revocable at will and at any time by the Landlord or his Agent.
- 3.28 On the signing hereof to pay the Landlord or his Agent the sum of **€1,155.00** in respect of and as a security for the payment of rent reserved and compliance with the terms of the said Letting which said sum, subject to such payment and compliance, shall be refunded on the expiration of the said Tenancy, without interest.
- 3.29 To make uses of a covered bin and not to place any refuse or dust in or about the Premises but only in said bin for removal by the Corporation or Local Authority.
- 3.30 Not to glue, stick, fix, tape or otherwise affix anything whatsoever to the exterior and/or interior walls, doors, windows, floors or any other surface of the property without the express written consent of the Landlord or his Agent.
- 3.31 To notify the Landlord forthwith in writing of each and every notice received at the Premises concerning the property from the Local and/or any other Sanitary Authority and/or Management Agent and/or Management Company and to comply therewith as far as the Tenant is liable, and not to suffer or permit a greater number of persons to

reside on the Premises than may be permitted from time to time by the Local Authority.

- 3.32 Not to suffer execution to be levied at the Premises.
- 3.33 Not to use the property and/or Premises or any part thereof for any illegal and/or immoral purpose and not to allow anyone else to do so at any time.
- 3.34 To notify the Landlord and his Agent in writing at least one month before the expiry of the term of this Agreement of the Tenant's intention to remain in the property under the Tenant's rights as acquired under a Part 4 Tenancy as per the Residential Tenancies Act (2004) and its amendments. If the Tenant does not inform the Landlord and his Agent of the intention to remain in the Tenancy the Tenant may have to compensate the Landlord and his Agent for any and all financial loss incurred and/or suffered as a result of non-notification.
- 3.35 Where the Landlord's interest is derived from another lease ("The Head Lease" in the case of, but not limited to, apartment blocks and/or townhouse developments), then it is agreed that the Tenant will observe all rules and any other restriction in the Head Lease that are applicable to the property, as well as any other rules, regulations and restrictions as may appear in the Special Conditions in the First Schedule to this Agreement.
- 3.36 During the last month of the period of the Tenancy, to allow the Landlord or his Agent to affix any Notice to the exterior of the property announcing that it is available to let. And at any time during the Tenancy period, with prior knowledge of a sale status, to allow the Landlord or his Agent to affix any Notice to the exterior of the property announcing that it is for sale and available for purchase.
- 3.37 That immediately before relinquishing possession of the Premises at the expiration or sooner determination of the Tenancy to thoroughly clean and sanitize all appliances including but not limited to cookers, microwaves, toasters, kettles, fridges, freezers, washing machines, dishwashers and any and all other appliances and any and all sanitary apparatus including but not limited to toilets, basins, sinks, showers, baths and any and all carpets, floor coverings, furnishings and effects including but not limited to rugs, mats, sofas, chairs, armchairs, tables, lampshades, curtains, blinds, cushions, duvets, blankets, sheets, pillows, towels, shower curtains, wall hangings, pictures, frames, artwork and any and all other furnishings, fixtures and effects and to deliver up same in a sound and clean condition (reasonable wear and tear excepted) provided always that breach of this condition shall entitle the Landlord or his Agent to deduct the cost of cleaning and sanitizing the Premises from the Tenant's Security Deposit.
- 3.38 That upon relinquishing possession of the Premises at the expiration or sooner determination of the Tenancy to leave any and all contents in the same places and positions and in the same condition and repair in all respects (reasonable wear and tear excepted) in which they were at the commencement of the Tenancy.
- 3.39 That immediately at the expiration or sooner determination of the Tenancy to peacefully and peaceably surrender and yield up unto the Landlord or his Agent possession of the Premises together with any and all of the Landlord's furniture, fixtures, fittings and effects in good substantial and reasonable repair and condition in all respects (reasonable wear and tear excepted).
- 3.40 To indemnify the Landlord and his Agent against any and all actions, claims and/or liabilities by any persons whether employees, licensees or invitees of the Tenant or

otherwise in, on or about the Premises the subject matter of this Agreement.

- 3.41 To pay and compensate immediately and in full the Landlord and his Agent for any and all cost, expense, loss and/or damage incurred and/or suffered by the Landlord and/or his Agent as a consequence of any breach of this Agreement on the part of the Tenant, but without prejudice to the Landlord's rights both generally and herein and to pay and compensate immediately and in full the Landlord and his Agent for any and all cost and/or expense incurred and/or suffered by the Landlord or his Agent either in the preparation and/or service of any and all notices and/or any and all proceedings under the Landlord and Tenant Law Amendment Act Ireland 1860 and the Conveyancing Act 1881.

4. THE LANDLORD AGREES WITH THE TENANT AS FOLLOWS:

- 4.1 All necessary consents have been obtained to let the property and the Premises.
- 4.2 Provided that the Tenant is paying rent in the amount and in the manner described herein and is performing and observing all of the Agreements and Covenants herein contained and referred, the Landlord shall permit the Tenant to peacefully and peaceably hold the Premises during the Term of this Agreement and to have quiet enjoyment of the property during the Term agreed herein without any disturbance or interruption by the Landlord or his Agent or by any person lawfully claiming under or in trust for him.
- 4.3 To maintain and keep in good order and repair that portion of the building and appurtenances specified in the Fourth Schedule hereto of which the premises form part, including maintenance of the structure of the building and maintenance of the interior fixtures and fittings to the standard that exists at the commencement of this Agreement for which the Tenant is not liable and to carry out in a timely manner any repairing obligations as required by the Local Authority in charge.
- 4.4 The Landlord will return to the Tenant any rent payable for any period during which the property has been rendered uninhabitable by fire or any other risk only against which the Landlord has insured.
- 4.5 To make good or have made good damage caused to the property by any workmen authorised by the Landlord or his Agent to be in, on or at the Premises under the terms of this Agreement.
- 4.6 The Landlord shall register this Tenancy Agreement with the Residential Tenancies Board (RTB) and the Landlord shall discharge any and all registration fees and charges as required under the Residential Tenancies Act (2004) and its amendments.
- 4.7 To enforce any and all Covenants and Agreements regarding any and all anti-social behaviour by the Tenant contained in the Second Schedule hereunder. Any third party directly affected by the Landlord's failure to do so may bring a complaint against the Landlord to the RTB under the Residential Tenancies Act (2004) and its amendments.
- 4.8 To keep insured, in the Landlord's name, unless it is impossible to secure insurance on the property or if the cost is prohibitive as per the Residential Tenancies Act (2004) and its amendments:
- i. the property against loss or damage by fire, lightning, explosion, storm, flood, burst pipes, subsidence, riots or civil commotion, malicious and/or accidental damage, impact and other such 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 liability that results from the Landlord's ownership of the property and

ii. the Landlord's contents, but excluding all the Tenant's property and contents.

4.9 When the Tenancy ends, to repay the Security Deposit to the Tenant without interest, after any and all sums due to the Landlord and/or his Agent under the terms of this Agreement, or following any breach of this Agreement's terms, have been deducted.

5. IT IS HEREBY AGREED BETWEEN THE LANDLORD AND THE TENANT:

5.1 The Landlord agrees to let and the Tenant agrees to take ALL THAT AND THOSE the property and the Premises described in the First Schedule hereto for the term herein and subject to the rent and as to the manner of payment thereof specified in the First Schedule hereto together with the furniture effects and fittings specified in the First Schedule hereto.

5.2 The property and its Premises is let together with any and all the Special and General Conditions contained herein and/or attached to this Agreement.

5.3 That the Tenant agrees that the sinks, hand basins, sanitary fittings, drains, window glass, internal plumbing, gas and electrical fittings are at present in good order and condition and that the Tenant agrees that he has inspected and confirmed to be in good order and condition any and all fixtures fittings, furniture effects and contents. The Tenant agrees to take ALL THAT AND THOSE the property and the Premises "as is".

5.4 That in the event of the rent reserved or any part thereof being in arrears (whether formally demanded or not), or if there be a breach or non-observance or non-performance by the Tenant of any of the said covenants hereinbefore contained, or if the Tenant shall become bankrupt or make any arrangement or composition with his Creditors or shall suffer execution to be levied on the Premises, the landlord shall be entitled to serve a notice of termination giving notice to vacate in accordance with the Residential Tenancies Act.

5.5 The Tenant shall be responsible for the payment of the Rent and the observance and performance of each and every Covenant of this Agreement.

5.6 Termination of this Fixed Term Agreement by the Landlord or by the Tenant may only be made under the provisions of the Residential Tenancies Act (2004) and its amendments.

5.7 That if the Tenancy hereby created should continue beyond the date hereinbefore stipulated it shall, in the absence of a new Agreement, be deemed to be a Tenancy determinable by the notice period in writing as required by the Residential Tenancies Act (2004) and its amendments by either Party but the Tenancy shall remain subject to the same conditions and Covenants as hereinbefore contained, except insofar as same may relate to Rent.

5.8 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 hereunder and that this Agreement constitutes the Rent Book for the purposes of these regulations.

6. THE TENANT AGREES WITH THE LANDLORD'S AGENT AS FOLLOWS:

6.1 To indemnify the Landlord's Agent against any and all actions, claims and/or liabilities by any persons whether employees, licensees or invitees of the Tenant or otherwise

- in or about the Premises the subject matter of this Agreement.
- 6.2 That the Security Deposit sum shall only be returnable to the Tenant by the Landlord and shall never be returnable to the Tenant by the Landlord's Agent.
 - 6.3 During the last month of the period of the Tenancy, to allow the Landlord's Agent to affix any Notice to the exterior of the property announcing that it is available to let. And at any time during the Tenancy period, with prior knowledge of a sale status, to allow the Landlord or his Agent to affix any Notice to the exterior of the property announcing that it is for sale and available for purchase.
 - 6.4 To provide original written references prior to entering into this Agreement, such references to be stipulated, in advance, by the Landlord and/or the Landlord's Agent and to include at least two of the following: previous Landlord reference, current Landlord reference, employer reference, personal reference, bank reference.
 - 6.5 The Tenant hereby agrees to allow Farrelly & Southern to contact at any time any of the Tenant's referees and agrees that Farrelly & Southern must inform any of the Tenant's referees of an event of non-payment of rent and/or bills owed.
 - 6.6 To indemnify the Landlord's Agent against any and all actions, claims and/or liabilities by any persons whether employees, licensees or invitees of the Tenant or otherwise in or about the Premises the subject matter of this Agreement.
 - 6.7 To immediately and in full pay and compensate the Landlord's Agent for any and all cost, expense, loss and/or damage incurred and/or suffered by the Landlord's Agent as a consequence of any and all breaches of this Agreement on the part of the Tenant and to pay and compensate immediately and in full the Landlord's Agent for any and all cost and/or expense incurred and/or suffered by the Landlord's Agent either in the preparation and/or service of any and all notices and/or any and all proceedings under the Landlord and Tenant Law Amendment Act Ireland 1860 and the Conveyancing Act 1881 and the Residential Tenancies Act (2004) and its amendments.

FIRST SCHEDULE

DESCRIPTION OF PREMISES

All that and those, property situated at Apt 1. The Courtyard, Greenfield House, Maynooth, Kildare, including the fixtures and fittings at the property together with any furniture, carpets, curtains and any other effects listed in the inventory as described in the First Schedule hereto (where applicable), together with any designated car parking space.

MARKET RENT AND PAYMENT METHOD

Fixed for 12 Months from 02 March 2019 and monthly thereafter.

€1,155.00 per calendar month

The Rent is to be paid into the Landlord's bank account on the **2nd** of every month, in advance, for the duration of the Tenancy, by Standing Order or Direct Debit only.

Bank: AIB

Branch: Maynooth

BIC: AIBKIE2D

IBAN: IE89AIBK93320136052172

Account Name: Farrelly & Southern Ltd Client Account

The Tenant must ensure the Standing Order for the rent is referenced under the **number and address of the property**.

INVENTORY OF FURNITURE EFFECTS AND FITTINGS

If applicable, to be supplied by the Landlord. Please see the attached pages.

The attached inventory is agreed by the Landlord and the Tenant to be of the value of a maximum of €20,000.00 (twenty thousand Euro) and is to be insured at the Landlord's expense.

MANAGEMENT COMPANY

If applicable, details to be supplied by the Landlord.

HOUSE RULES

If applicable, a copy to be provided to the Tenants by the Landlord.

SPECIAL CONDITIONS

- Prior to taking up occupation at the Premises, the Tenant is obliged to set up and maintain a Standing Order for the purposes of monthly rent payment. The Tenant hereby agrees to sign any further documentation as may be required by the Landlord, the Landlord's Agent, the Landlord's Bank, the Landlord's Agent's Bank and/or the Tenant's Bank to ensure that a correct and valid Standing Order is in place and remains in place for the duration of the Tenancy.
- It is entirely the Tenant's responsibility to ensure that rental payments via Standing Order or Direct Debit are correctly made through the Banks and that rental payments via Standing Order or Direct Debit made through a Bank is on time and is visible in the Landlord's or Landlord's Agent's bank account as the Tenant's payment only with a notation on the Standing Order of the number and address of the Premises which is the subject of this Agreement.
- The Landlord and his Agent are not required to notify the Tenant of any imposed penalty charges.
- The Tenant is responsible for the correct maintenance of any Standing Order and/or any Direct Debit which has been created at this property, including those relating to payment of rent and payment of utility bills.
- Should this Tenancy Agreement be terminated at the request of the Tenant, before the date stipulated and in any manner contravening any of the terms, conditions and/or covenants of the hereinbefore Agreement and of the Residential Tenancies Act (2004) and its amendments, the Tenant's Security Deposit will (at all times and in all cases) be forfeited in full as penalty; the herein prescribed rent must be paid as and when it falls due until the termination date of this Agreement, or until such time as a new Tenant is secured by the Landlord or his Agent, without prejudice to the Landlord's rights generally and herein.

- It is the responsibility of the Tenant to inform the Landlord and his Agent, in writing, prior to the termination date of this Agreement (as per the minimum term required for said notice by a Tenant, according to the RTA), whether or not the Tenant intends to renew the lease.
- If the termination date of this Agreement has passed, and if the Tenant has informed the Landlord and his Agent, in writing, of his intention to remain in the property under the Tenant's rights as acquired under a Part 4 Tenancy as per the Residential Tenancies Act (2004) and its amendments, it remains the responsibility of the Tenant to inform the Landlord and his Agent, in writing (as per the minimum term required for said notice by a Tenant, according to the RTA), whether or not the Tenant intends to terminate the Part 4 Tenancy.
- On completion of the Tenancy, the Tenant's Security Deposit, less any deductions, will be returned to the Tenant by the Landlord and never by Farrelly & Southern.
- Any notice relating to this Tenancy served by the Landlord on the Tenant or required to be served on the Tenant by the Landlord, including but not limited to any notice to quit, shall be deemed duly and sufficiently served if sent by ordinary prepaid post addressed to the Tenant at the Premises which is the subject matter of this Agreement or addressed to the last known address of the Tenant or left addressed to the Tenant at the property.
- Inspections will occur every three months in properties managed by Farrelly & Southern. The Tenant will be informed, either in writing or via text or over the phone, a minimum of 2 days and up to one week in advance of an inspection. If the proposed inspection time is not suitable an alternative time and date must be agreed, failure to facilitate inspections may be deemed a breach of tenant obligations. In order that Farrelly & Southern can submit a satisfactory report to the Landlord, the Tenant must present the property in a clean and tidy manner; in particular, but without limitation, this includes any ovens and all floors cleaned, grass cut and trimmings removed, windows cleaned, and free access to all rooms. The Landlord and his Agent are never required to perform any inspection at the premises at the request of the Tenant.
- Any notice required to be given to the Landlord under this Agreement shall be duly served if delivered by hand or send by registered or recorded post, addressed to the Landlord at the Point of Contact on Page 1 of this Agreement unless the Tenant is notified, by any means, 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 the Landlord's Agent at his address as notified by the Landlord to the Tenant.
- In properties managed by Farrelly & Southern, it is the Tenant's responsibility to inform Farrelly & Southern of any and all changes to their contact details, including but not limited to mobile phone, email, etc for the duration of the Tenancy.
- Any additional nails and/or hooks and/or any other wall fixtures for wall hangings must be agreed, in advance, by the Landlord.
- It is the responsibility of the Tenant to record, in writing, all damage (including any marks, scratches and stains) at the property, and all damage to its furnishings/contents, to its fixtures, fittings and to its appliances. This written record must be returned to the Landlord and/or his Agent (and signed as received by the Landlord or his Agent) within 14 days of the start date of this Agreement or of the date of move-in at the property (whichever is the earlier). If this written record is not returned to the Landlord and/or his Agent within this timeframe, it is assumed by the Tenant and the Landlord and the Landlord's Agent that the Tenant has found no problems, issues or matters to report, and that any and all damage (be it accidental or otherwise) noted at the date of vacation by the Tenant or at the expiry of this Agreement will result in deductions from the Tenant's Security Deposit.
- If the Tenant notices any deterioration in function or any problem at any time during the Tenancy to any appliance or boiler, the Tenant must immediately telephone their point of

contact, as listed hereinbefore, clearly stating the make and model of the appliance, together with a complete description of the problem and when it occurred. Keys to the property along with the Tenant's contact details will be given to an appropriate tradesperson in order that the Tenant can arrange a mutually convenient time to allow the tradesperson access to the premises. The Tenant will also be provided with the contact details of said tradesperson in order to follow up with the progress on the issue. The tradesperson may require the Tenant's signature to confirm the repair is completed, before he can be paid by the Landlord or the Landlord's Agent.

- In the case of a problem with a washing machine or dryer, the Tenant must check the filter before contacting the Landlord or his Agent; if the filter is blocked with any item (including personal items), then the Tenant must pay the charge for the tradesperson to correct the fault and the Tenant must pay any and all associated costs thereafter. The Tenant shall pay any and all costs associated with the appliance's breakdown (be they accidental or otherwise) to the property, to its furniture and/or fixtures and/or fittings and to the appliance itself and to any other appliance. The Tenant must treat all appliances with care (including but not limited to door handles, powder drawers, buttons, and hinges). The Landlord is responsible for deterioration due to reasonable 'wear and tear'; the Tenant is responsible for any and all damage (accidental or otherwise).
- The Tenant must notify immediately the Landlord or the Landlord's Agent all details of any wiring defects, leaking pipes, and of any and all other damage to the Premises and, for those items for which the Landlord is responsible for maintenance, this notification must be in writing. If the Tenant does not immediately notify the Landlord or the Landlord's Agent the Tenant may be held responsible for any and all damage due to the delay in reporting a defect.
- After the first 14 days of the Tenancy, blocked toilets must be unblocked by the Tenants.
- One month prior to the termination date of this Agreement, unless the Tenant has informed the Landlord or his Agent in the correct manner as per the RTA that he intends to remain in residence, the Tenant understands that viewings will take place at the property with a minimum of 12 hours' notice given to the Tenant by the Landlord or his Agent, either by text or via telephone. The Tenant understands that the property must be in a good and presentable condition for all viewings, and the Tenant must allow free access to all areas of the property, including free access to all rooms. The Tenant is not required to allow unsupervised access to any part of the property during any viewing.
- The Tenant is not allowed to have guests/family/friends at the premises for more than 10 consecutive days, as this will nullify the Landlord's insurance, and the Tenant will become responsible for any and all costs associated with any issue arising during the period of non-insurance. Failure to adhere to this condition may result in immediate eviction and will result in forfeiture, in full, of the Tenant's Security Deposit.
- Unless specified to the contrary hereinbefore, there is no smoking and no animals allowed inside the property.
- All rooms must be heated and ventilated regularly to prevent mould forming and/or condensation damage appearing. If any room is not regularly ventilated, the Tenant is responsible for any and all resulting damage and/or deterioration (be it personal or to the property itself).
- Should any signs of mould appear (especially on or around, but not limited to, bathroom ceilings and any window and/or door) the Tenant must wipe the affected area with anti-bacterial solution, and heat and ventilate the area more frequently. Any damp or effects of damp left untreated by the Tenant (or any damp or effects of damp ineffectively treated by the Tenant and unreported to the Landlord or his Agent) may be determined as damage to the paint and plaster on walls and ceilings and may result in deductions from the Tenant's Security Deposit.

- All light bulbs must be in situ and must be in working order at the termination of the Tenancy.
- Any and all glass and mirrors throughout the property must be thoroughly cleaned and polished, both internally and externally, a minimum of 4 times per year and at the termination of the Tenancy.
- **If the Tenant vacates the property in any manner not dictated by this Agreement or by the RTA (2004) and its amendments before the term of this Fixed Term Lease Agreement expires, the Tenant may forfeit his Security Deposit in full.**
- The Tenant confirms that the Premises must be left in exactly the same condition and to the exact same standard at the end of the Letting period as it was when the Tenant moved in. The cost of cleaning the Premises, where the Tenant fails to leave it in a clean and orderly condition at the end of the Letting period, will be deducted from the Tenant's Security Deposit.
- A maximum of 1 adult/s to reside on the Premises at any one time. Breach of this clause may result in the Tenant forfeiting his Security Deposit.
- The Tenant is liable for insuring all his contents held on the Premises. The Tenant must, at all times, hold adequate insurance for all his contents secured and contained on the Premises. The Landlord and/or the Landlord's Agent is never responsible for any of the Tenant's belongings, contents, fixtures and/or fittings for any purpose including if the Tenant has failed to secure and maintain adequate insurance for said items.
- The Tenant is responsible for his own TV licence, as required.
- Utility and service bills (including but not limited to electricity, gas, oil, refuse, broadband, satellite and telephone bills) and any and all associated service fees and any and all associated charges are the responsibility of the Tenant throughout the Tenancy. It is the responsibility of the Tenant to confirm with all utility companies that he has been named as the bill payer on each and every utility bill. It is the responsibility of the Tenant to maintain any and all utility bills in his name and to discharge payment of any and all bills and any and all associated service fees and any and all associated charges. In the event that the Tenant has not ensured transfer of all utilities and of all services into his name more than 10 days after the commencement date of this Agreement, the Tenant's Security Deposit will be forfeited in full.
- The following list (which is not exhaustive) outlines circumstances that will never be accepted by the Landlord or his Agent as reasonable wear and tear which will result in the deduction from or forfeiture of the Tenant's Security Deposit:
 - Any and all damage to any surfaces due to non-use of chopping boards and/or coasters.
 - Non-use of a mattress protector.
 - Any and all damage including marking, melting, burning and/or staining to any surfaces due to placement of hot items thereon (e.g saucepans, mugs of tea).
 - Any and all damage to walls, floors, ceilings, furniture, fixtures and fittings, due to spillages, mistreatment, use of blue tack, use of sticky tape, chewing gum, nails, high heels, Tenant's furniture.
 - Any and all stains, marks, tears, scratches and/or indentations to floors, fixtures and fittings including, but not limited to, carpets, curtains, lampshades, cushions, mattresses, rugs, pillows, sheets any and all stains, marks, tears, scratches and/or indentations to furniture, fixtures and fittings including, but not limited to, sofas, dining tables, occasional tables, coffee tables, bedside lockers, kitchen cabinets, all surfaces and beds.

SECOND SCHEDULE

RESIDENTIAL TENANCIES ACT (2004)

Copies of the Residential Tenancies Act (2004) and its amendments may be purchased from the Government Publications Office, Sun Alliance House, Molesworth Street, Dublin 2 or viewed at <http://www.irishstatutebook.ie/2004/en/act/pub/0027/print.html>.

None of the below details or guidelines purport to be a legal interpretation of any kind of the Residential Tenancies Act (2004) and its amendments.

1. The Landlord or his Agent may terminate this Tenancy Agreement at any time due to anti-social behaviour by the Tenant, or by the Tenant allowing such behaviour, at the premises.
Anti-social behaviour at the premises includes behaviour: that constitutes the commission of an offence that constitutes the commission of a crime, which causes fear and/or danger and/or damage and/or loss that includes violence and/or intimidation and/or coercion and/or harassment and/or obstruction and/or threats. Anti-social behaviour also includes persistent behaviour that prevents or interferes with the peaceful occupation of any other dwellings within the premises or in its unspecified vicinity.
The Notice Period for a Termination by the Landlord or his Agent on the grounds of anti-social behaviour is 28 days or 7 days in the case of a more serious breach.
2. The Landlord or his Agent may terminate this Tenancy Agreement for non-payment of rent. A 14 day notice of arrears which clearly outlines the responsibility of the Tenant will be issued to the premises demanding immediate payment in full of any and all arrears and penalties. Failure by the Tenant to comply with this 14 day notice will result in a Notice of Termination of Tenancy being immediately issued to the Tenant.
3. The Landlord or his Agent 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 or his Agent is 28 days.
4. On expiration of this Fixed Term Tenancy Agreement the Tenancy may continue after the term as follows (first subject to extending the lease to the month end, if applicable):
 - for a further Fixed Term, by mutual Agreement of the Landlord and the Tenant;
 - by the Tenant serving on the Landlord advance written notice to claim a Part 4 Tenancy for 4 years commencing from the original Commencement date of this Agreement, provided that the Tenant has been in continuing occupation for a minimum of 6 months. Such notice must be received no earlier than 3 months and no later than 1 month prior to the expiration date specified in this Agreement.
 - by mutual Agreement or, in the absence of any formal Agreement to continue after the term, the Tenancy will continue as a periodic month-to-month Tenancy under the original terms and conditions of this Agreement. A periodic month-to-month Tenancy is not a Part 4 Tenancy.

THIRD SCHEDULE

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

Copies of the Housing (Rent Books) Regulations 1993 and the Housing (Standards for Rented Houses) Regulations 1993 and 2008 may be purchased from the Government Publications Office, Sun Alliance House, Molesworth Street, Dublin 2 or from the Housing Authority, or

viewed at

<http://www.irishstatutebook.ie/1993/en/si/0146.html> and

<http://www.irishstatutebook.ie/1993/en/si/0147.html>.

This statement of information is in accordance with the Housing (Rent Books) Regulations (1993). None of the below information purports to be a legal interpretation of any kind.

1. 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 and Covenants and Agreements of the Tenancy.
2. The Landlord is obliged to provide the 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.
3. The Landlord is obliged to keep the particulars of 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.
4. 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.
5. From the 1st February 2009, the Housing (Standards for Rented Houses) Regulations 2008 came into operation. These regulations apply immediately and in full to properties let for the first time after this date. Properties that have been let between 1st September 2004 and 31st January 2009 are deemed to be "existing tenancies" for the purposes of these Regulations. Such Tenancies are partly exempt from the Regulations until the 1st February 2013 during which time the Housing (Standards for Rented Houses) 1993 continue to apply. Neither the 1993 Regulations nor the 2008 Regulations apply to houses let on a temporary or holiday basis, local authority demountable dwellings and communal-type accommodation provided by the Health Service Executive and certain approved non-profit or voluntary bodies. The standards relate to structural condition, heating facilities, food preparation and storage, laundry, ventilation, lighting, fire safety, refuse facilities, electricity and gas supplies.
6. The duties of a Landlord referred to in paragraphs 3 and 4 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.
7. The Landlord is prohibited from impounding the goods of a Tenant to secure recovery of a rent unpaid.
8. 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 can be found at the following location:
<http://www.environ.ie/en/LocalGovernment/LocalGovernmentAdministration/LocalAuthorities/>

FOURTH SCHEDULE

PORTION OF PREMISES FOR REPAIR AND MAINTENANCE FOR WHICH THE LANDLORD IS RESPONSIBLE

The Landlord is responsible for structural repairs only, excepting all conditions where this Schedule conflicts with the hereinbefore Agreement.

The Landlord is responsible for the replacement of furniture effects and fitting only in accordance with the Residential Tenancies Act (2004) and its amendments.

6. SIGNATURES

7.1 Signed by the Landlord:

Mary McGrath

In the presence of:

(Witness)

Dated the: _____ / _____ / _____

7.2 SIGNED by the Tenant:

Shane Brannick

In the presence of:

(Witness)

Dated the: _____ / _____ / _____

7.3 Signed by the Landlord's Agent:

Farrelly & Southern

Dated the: _____ / _____ / _____

TENANT INFORMATION - Main Points to Note

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

From 1st September 2004, the Residential Tenancies Act imposes obligations, rights and responsibilities on both the Landlord and the Tenant. These obligations, rights and responsibilities form part of the Tenancy Agreement and cannot be contracted out of. For further information, please see <http://www.prtb.ie>.

1. The Tenant is responsible for the payment of the agreed rent for a minimum of the entire agreed term and for the entirety of their residence at and/or use of the Premises.
2. In the event there is more than one Tenant, each Tenant is wholly and severally responsible for the monthly rent as and when it falls due.
3. 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 **€50.00** to the Landlord's Agent for each and every written demand issues, should the Tenant be in persistent arrears of rent.
4. An accumulative penalty charge of **€8.00** will apply for each and every day that the Tenant is in rent arrears.
5. In the event there is more than one Tenant, each Tenant is wholly and severally responsible for any and all penalty charges due to non-payment of rent.
6. The Tenant is not entitled, and is never allowed, to use the Security Deposit as the final month's rent.
7. The Tenant is responsible for insuring his own contents. The Tenant agrees to insure under separate cover all Tenants' property and to insure the Tenants' liability to the public.
8. The Tenant shall pay and discharge in full any water rates, cable TV charges, satellite TV charges, TV licences, dog licences, electricity bills, gas bills, oil bills, broadband charges, telephone charges and Local Authority charges levied on the property and/or at the Premises.
9. Farrelly & Southern can contact the Tenant's referees at any time and for any reason.
10. The Tenant shall not carry out either in, on or at 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 the antecedent rights of the Landlord, and the Tenant hereby agrees to indemnify the Landlord and his Agent against any and all claims against the Tenant, the property, the Premises, the Landlord and the Landlord's Agent as a result of carrying out a professions or business.
11. The Tenant may be evicted for anti-social behaviour, or for allowing such behaviour at the Premises.
12. Any damage to furniture, fixtures and/or fittings and any breakdown of appliances must be reported immediately and in full to the Landlord or his Agent.
13. The Tenant agrees to pay the Stamp Duty (if any) on this Agreement and counterpart.
14. The Tenant Agrees, subject to reasonable notice and by prior appointment, to permit the Landlord or his Agent to enter the property at regular intervals throughout the term of the Tenancy for the purposes of inspecting the Premises.
15. The Tenant agrees to abide by any rules and regulations of, and any notices issued by, the Management Company or Managing Agents in charge of the property or of any common area serving the Premises.
16. Within one month prior to the termination date of this Agreement, the Tenant agrees to permit the Landlord or his Agent to enter the property for the purposing of showing it to prospective Tenants, at any reasonable time and by prior appointment.
17. The Tenant hereby agrees upon the signing of this Agreement that the property is being handed over in good and clean condition throughout, and that the property is to be handed back to the Landlord or his Agent in the same condition (fair wear and tear excepted).
18. Immediately prior to the termination of this Tenancy, the Tenant agrees to thoroughly defrost the fridge and freezer and to thoroughly clean the cooker, fridge, freezer, sanitary appliances, sanitary apparatus and other appliances, and all carpets, curtains, floor

coverings, furnishings, fixtures, fittings and windows of the property; the Tenant acknowledges that, in the event that the property is not returned to the Landlord or his Agent in perfectly clean and tidy condition, the Landlord shall be entitled to deduct the cost of cleaning the property from the Tenant's Security Deposit.

19. The Tenant agrees that he takes the property "as is" and should raise all issues that need addressing prior to signing this Agreement.
20. If the Tenant is unsure of his obligations, rights and responsibilities under this Agreement, he is advised to take legal advice before signing.