

Memorandum of Agreement

Memorandum of Agreement dated the _____ day of _____ 20_____

BETWEEN _____

of _____

(hereinafter called “the Landlord” which expression shall where the context so admits include the immediate reversioner or reversioners for the time being expectant on the term hereby created and the person entitled to the rent hereunder) of the one part

AND _____

of _____

(hereinafter called “the Tenant” which expression where the context so admits shall include his Executors Administrators and permitted Assigns) of the other part.

WHEREBY IT IS AGREED AS FOLLOWS

1. In this Agreement unless the context otherwise requires words importing the masculine gender only include the feminine gender, words importing the singular number only include the plural number and vice versa and where there are two or more persons included in the expression “the Tenant” or “the Land lord” such agreement shall be deemed to be made by such persons jointly and severally.
2. 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”) for the term and subject to the rent and as to the manner of payment thereof specified in the Second Schedule hereto together with the furniture effects and fittings specified in the Third Schedule hereto. If the term is not specified in the Second Schedule, the Tenant shall take the premises as tenant from month to month commencing on the first day of the month on which rent is first paid or such other date as is specified in the Second Schedule.
3. **TENANT OBLIGATIONS**
The Tenant agrees with the Landlord as follows:
 - 3.1 To pay the rent specified in the Second Schedule hereto being market rent within the meaning of Section 19 of the Residential Tenancies Act 2004 as amended without any deductions or set off whatsoever at the times and in the matter hereinafter provided in the Second Schedule hereto subject to review in accordance with the provisions of Part 3 of the Residential Tenancies Act 2004 as amended.

- 3.2** To observe the obligations set out in Section 16 of the Residential Tenancies Act 2004 as amended in respect of the Property in addition to any obligations arising by or under any other legislation or at common law.
- 3.3** In addition and without prejudice to the Tenant's aforementioned liability under Section 16 or any other legislative enactment or common law rule the Tenant agrees to observe the following further obligations these obligations being consistent with the Residential Tenancies Act 2004 as amended insofar as this statute remains operative. These further obligations are intended to be supplemental to the tenant's obligations under Section 16 of the Residential Tenancies Act 2004 as amended and are not to be taken as excluding or limiting in any way any of the obligations specified in Section 16 which are to be taken as applying in full to the Tenant under this Agreement.

i. Not to assign, sublet or part with or share the possession of the Premises or any part thereof without first obtaining the consent in writing of the Landlord and in particular and strictly without prejudice to the foregoing not to allow more than _____ persons to occupy the Premises at any one time and for this purpose the Tenant and each and every dependent minor residing with them shall be deemed to be a separate person.

ii. To permit the Landlord and/or his Agent or workmen authorised by them at all reasonable times to enter the premises and examine the state of repair and condition thereof.

iii. To repair and make good all 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. And on the failure 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.

iv. Upon receipt of reasonable notice in writing to permit the Landlord and/or his Agent or workmen at all reasonable times to enter the said premises and to effect such repairs or renovations to the Premises or adjoining premises for which the Landlord may be liable.

v. Not to make any structural alterations in the Premises or to make any alterations whatsoever in the internal arrangements or external appearance of the premises nor to erect any television or aerials or satellite dishes or put any items on the interior wall of the premises without first obtaining the consent in writing of the Landlord.

vi. To keep the interior of the Premises including the glass in the windows all locks sash-cords fitting appliances and pipes in good and tenantable repair order and condition (damage by fire only excepted) and to keep the Landlord effectually indemnified against all claims in respect thereof and to pay for any damage done to any drain sewer or gulley trap caused by the negligence of the Tenant, his guests, servants and agents.

vii. To keep the said furniture and fittings (including electrical fittings) in good tenantable repair order and condition (damage from fire excepted) and to replace such of the said furniture as may be broken destroyed or damaged with other articles of equal value to the satisfaction and approval of the Landlord and not remove the said furniture or any part thereof from the premises not to lend or part with the possession of same either directly or indirectly to any person whomsoever without the previous consent of the Landlord.

viii. Not to use the Premises for any noisy, noisome or offensive purpose, nor for any purpose which shall or may cause any nuisance or inconvenience to any adjoining or nearby premises whether owned by the Landlord or not provided always that the Tenant shall have planning permission for any such use.

ix. To pay and discharge all charges in respect of telephone, electric current, gas and heating used or consumed on the Premises, and return the accounts to the Landlord and to pay and discharge refuse charges and charges for any other service rendered by the local authority as per local authority fees.

x. Not to 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 or premium for Insurance against fire or which may make void or voidable any policy for such insurance.

xi. Not to hang or allow to be hung from any window of the Premises any clothes or other articles for drying or another 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.

xii. To keep the garden of the Premises in good order and condition and to preserve the fruit and other trees bushes shrubs and other plants now growing in same and to dispose of refuse as laid down by local authority on at least once per week.

xiii. Not to keep any dog or other animal in or on the Premises.

xiv. Not to place any obstruction whatsoever including bicycle, dustbin or perambulator in or upon the hall or stairways leading to the Premises.

xv. On the signing hereof to pay to the Landlord the sum of _____ Euros ("the deposit") in respect of and as security for the payment of the rent reserved and compliance with the terms of the said Letting and any damage caused to the premises shall be deducted from the deposit on the expiration of the said tenancy.

xvi. To make use of a covered bin and not to place any dust or refuse in or about the Premises but only in said bin for removal by the Local Authority designated contractors.

xvii. On or before the expiration of the term hereby created the Tenant will furnish to the Landlord a letter addressed to the relevant organisation authorising the transfer of telephone line and account relating to telephone number back into the name of the Landlord and the Tenant covenants not to do anything on his part whereby the said telephone line may be disconnected.

xviii. At the expiration or sooner determination of the Tenancy to peaceably surrender and yield up unto the Landlord possession of the Premises together with the furniture effects and fittings in good substantial and reasonable repair and condition in all respects excepting normal wear and tear.

xix. Not to suffer execution to be levied at the Premises.

xx. To indemnify the Landlord against all claims by any employee licensee or invitee of the Tenant arising out of the use of any hallway, passages or stairs leading to the Premises.

xxi. Not to do anything in breach of the obligations of the Landlord under any enactment in relation to the dwelling or under any policy of insurance entered into by the Landlord in respect of the Premises or property containing the Premises and, to the extent that the Tenant's actions result in an increase of the premium payable under any such insurance policy, to discharge that increase by payment to the Landlord.

xxii. To allow the Landlord the right to reasonable access to the dwelling at any time by prior agreement for the purposes of inspecting same and/or complying with his obligations under this Lease and/or any enactment and/or any insurance policy entered into by the Landlord in respect of the Premises.

xxiii. To pay and discharge on demand any stamp duty due on this agreement and counterpart.

xxiv. To test the smoke detectors/fire alarm/carbon monoxide alarm on a weekly basis and change batteries as required.

xxv. To pay on demand all administration charges incurred by the Landlord in dealing with any tenancy assignments or sub lettings or completing forms in relation to such assignments, sub lettings or the tenancy generally.

xxvi. To pay interest on any of the rents (whether formally demanded or not) or other sums due hereunder which remain unpaid for more than seven days after the date when payment was due at a rate of 1% per month from a date one week after the date on which payment was due to the date of payment to the Landlord (both before and after any judgment).

xxvii. To notify the Landlord if the Premises is left vacant for more than 28 days.

xxviii. To notify the Landlord or authorised agent in writing of any defect arising in the Premises which requires to be repaired so as to enable the Landlord to comply with his or her obligations under this Agreement or any enactment.

xxix. To heat the Premises in winter, leaving the heating on a timer to ensure a minimum heat supply for any period the Premises is left vacant in winter.

xxx. To clean the Premises to a good standard prior to vacating same.

xxxi. Subject to the Residential Tenancies Act 2004, the Landlord shall be entitled to retain any deposit paid if the Tenant vacates the Premises prior to the expiry of the fixed term specified in the Second Schedule.

xxxii. Subject to the Residential Tenancies Act 2004, the Landlord shall be entitled to deduct from any deposit paid the cost of cleaning the Premises in the event that the Tenant does not comply with (xxx) above.

xxxiii. To pay all reasonable costs incurred by the Landlord in providing any additional or replacement key or fob requested by the Tenant during the currency of the tenancy, including (i) any travel costs and other expenses incurred by the Landlord in having

to provide such key or fob as a matter of emergency (ii) in cases where the loss of a key and/or fob by the Tenant necessitates changing of locks or systems and/or replacement of other persons' keys and fobs due to reasonable security concerns, the cost of such changing and/or replacement.

xxxiv. To vacate the Premises with immediate effect in the force majeure circumstances specified in Clause 7 of this Lease.

4. LANDLORD OBLIGATIONS

- 4.1** The Landlord undertakes to observe the obligations set out in Section 12 of the Residential Tenancies Act 2004 as amended insofar as that section is legally operative in addition to any operative obligations imposed on him by other legislation or the common law in respect of the Premises including any other supplemental obligations specified in applicable regulations made by the Board under Section 13 of the Residential Tenancies Act 2004 as amended.
- 4.2** The Tenant acknowledges that the Premises and its contents are in a satisfactory state of repair and that all electrical appliances in the Premises are in working order at the date of commencement of the tenancy.
- 4.3** The Landlord undertakes to pay all Rates and other outgoings in respect of the Premises save contract water rates.
- 4.4** The Landlord does not accept liability for any damage to personal property belonging to the Tenant in the Premises, the responsibility for insuring which is the Tenant's only.
- 4.5** Any personal property of the Tenant left in the Premises following vacating same will be retained by the Landlord for a period of 3 days only, after which it will be disposed of.

5. TERMINATION OF TENANCY

- 5.1** The Landlord shall have the option to cut short the fixed term specified in the Second Schedule by notice in writing complying, as necessary, with such requirements of the Residential Tenancies Act 2004 as may be applicable in the circumstances, which notice of writing for the avoidance of doubt shall operate, on expiry of the stated notice period, to determine both that fixed term and any tenant rights under the Residential Tenancies Act 2004 which may be applicable, and, strictly without prejudice to the generality of the foregoing:-
 - A.** The said fixed term may be cut short by the Landlord pursuant to this clause by Notice of Termination complying with Section 62 and 66 of the Residential Tenancies Act 2004 served in the first six months thereof;
 - B.** The said fixed term may also be cut short by the Landlord pursuant to this clause by Notice of Termination served during the continuance of any Part 4 tenancy within the meaning of the Residential Tenancies Act 2004 complying with Sections, 62, 66 and 34 of that Act.

C. The service by the Landlord during a Part 4 tenancy of a Notice of Termination complying with Sections 62 and 66 of the 2004 Act with a termination date expiring following the end of that Part 4 tenancy shall also operate to cut short any such fixed term on such termination date pursuant to this clause irrespective of whether any of the grounds in Section 34 of that Act are complied with.

5.2 Without prejudice to Sections 34 (Ground 1) and Section 67 of the 2004 Act (if applicable) if the rent hereby reserved or any part thereof shall at any time be in arrears and unpaid for fourteen days after the same shall have become due (whether any formal or legal demand therefore shall have been made or not) or if the Tenant shall, at any time, fail or neglect to perform or observe or shall be in breach of any of the covenants, conditions or agreements herein contained and on the Tenant's part to be performed or observed, or if the Tenant be a company, shall enter into liquidation whether compulsory or voluntary (other than for the purpose of amalgamation or reconstruction) or being an individual or a firm shall become bankrupt or compound or arrange with his or its creditors, then and in any such case it shall be lawful for the Landlord or any person or persons authorised by the Landlord either to enter upon the demised premises and to hold and enjoy the same as if this Agreement had not been made or to serve on the tenant a notice, hereinafter called a Notice of Termination, terminating the said Agreement or to bring court proceedings for ejectment the initiation of these proceedings having the effect of terminating the said Agreement.

6. NOTICES

6.1 Any notice required to be given to the Tenant under this Agreement shall be duly served if served by one of the methods outlined in Section 6 of the Residential Tenancies Act.

6.2 Any notice required to be given to the Landlord under this Agreement shall be duly served if delivered by hand or sent by registered post addressed to the Landlord at the address given above, unless and until the Landlord requests that such notices shall be sent to a different address or to the Landlord's agent or at an address notified to the Tenant.

7. FORCE MAJEURE

On the occurrence of a force majeure event (to include without prejudice to the generality of this term unforeseen damage by fire, flooding, hurricane, civil unrest or terrorist attack) so as to render the Premises unsafe for occupancy or to necessitate immediate repair, the Lease shall determine with immediate effect whereupon the Tenant shall no longer be permitted to remain in occupation of the Premises.

FIRST SCHEDULE

Description of Premises

ALL THAT AND THOSE

together with _____ parking spaces [applicable if defined allocated car parking spaces
- give numbers/location on map]

OR

the right to park _____ cars in the shared parking area [applicable if no defined car
parking spaces - define shared parking area, by reference to map if necessary]

SECOND SCHEDULE

Commencement Date of Agreement _____

Term of Agreement _____, subject to the termination and force majeure provisions in Clause 5 of this Lease.

Amount of rent _____

Method of payment of rent _____

For use in Rent Pressure Zones

Previous Rent _____

Date Previous Rent Set _____

Formula $R \times (1 + 0.04 \times t/m)$

Formula showing how rent was calculated _____

THIRD SCHEDULE

Contents of Premises
[insert as applicable]

SPECIAL CONDITIONS
(insert as applicable)

Note: It is advisable that parties to this agreement should satisfy themselves that they fully understand its implications and are advised to seek advice from Solicitor, Agent, Interpreter etc. prior to signing document.

SIGNED by the Landlord _____ Date _____

In the presence of _____ Date _____

SIGNED by the Tenant/s _____ Date _____

_____ Date _____

_____ Date _____

_____ Date _____

In the presence of _____ Date _____

Rent Book Regulations

The Landlord confirms and the Tenant acknowledges that the information required under the Housing (Rent Books) Regulations 1993 (as amended) under the Housing (Miscellaneous Provisions) Act, 1992 is set out below and that this agreement constitutes the Rent Book for the purposes of those regulations.

Housing (Rent Books) Regulations 1993, (Amendment) Regulations 2004 and 2010.

1. The tenant of a house is entitled to enjoy peaceful and exclusive occupation of the house.
2. Notice of termination of a tenancy must be in writing and must be made in accordance with the provisions of the Residential Tenancies Acts 2004 and 2009.
3. The property owner is prohibited from impounding the goods of a tenant to secure recovery of rent unpaid.
4. The property owner is obliged to provide a tenant with a rent book for use throughout the term of the tenancy. The property owner must enter the particulars relating to the tenancy in the rent book, and, in the case of a new tenancy, complete the inventory of furnishing and appliances supplied with the house for the tenant's exclusive use.
5. The property owner is obliged to keep the particulars in the rent book up to date. Where the rent or any other payment due to the property owner under the tenancy is handed in person by the tenant, or by any person acting for the tenant, to the property owner, the property owner must, on receipt, record the amount in the rent book or acknowledge it by way of receipt. Payments not handed over directly, for example those made by bankers' order or direct debit, must, not more than 3 months after receipt, either be recorded by the property owner in the rent book or acknowledged by way of statement by the property owner to the tenant.
6. The tenant is obliged to make the rent book available to the property owner to enable the property owner to keep the particulars in it up to date.
7. The property owner of a rented house is obliged to ensure that the house complies with the minimum standards of accommodation laid down in the Housing (Standards for Rented Houses) Regulations 2008 (S.I. No. 534 of 2008). The Regulations do not apply to houses let for the purpose of a holiday, housing authority demountable houses and communal type accommodation provided by the Health Service Executive and certain approved non-profit or voluntary bodies. With the exception of Article 8 Food Preparation, Storage and Laundry the Regulations also apply to houses let by housing authorities. The standards relate to structural condition, the provision of sanitary, heating and refuse facilities, food preparation, storage and laundry, availability of adequate lighting and ventilation, fire safety and the safety of electricity and gas installations.
8. The duties of a property owner referred to in paragraphs 5 to 8 above may be carried out on the property owner's behalf by a duly appointed agent. Any reference in this statement to "house" includes a flat or maisonette.
9. Copies of the Housing (Rent Books) Regulations 1993, the Housing (Standards for Rented Houses) Regulations 2008 and the Housing (Standards for Rented Houses) (Amendment) Regulations 2009, Housing (Standards for Rented Houses) Regulations 2017 may be purchased from the Government Publications Sale

Office, Sun Alliance House, Molesworth Street, Dublin 2 or from the housing authority.

10. Responsibility for the enforcement of the law relating to rent books and standards rests with: RESIDENTIAL TENANCIES BOARD, PO BOX 47, CLONAKILTY, COUNTY CORK

Telephone 081 830 3037 or 01 702 8100 www.rtb.ie

or LOCAL AUTHORITY _____

Signed by the Tenant/s _____

Signed by the Landlord _____

Date _____

Privacy Notice - General Data Protection Regulation Compliance

1. The Landlord _____ is a data controller collecting, storing and processing personal data relating to tenants, residents and guarantors in order to provide rental accommodation, including the following:-

- A.** Identity and personal contact details, such as your name, title, address, email address, telephone number, date of birth, national insurance number, car registration;
- B.** Background information such as previous landlord details, employer details, accountant details, next of kin, dependants and emergency contacts;
- C.** Bank account details, bank references and credit check results;
- D.** Tenancy details including renewals, joint tenants, other residents and guarantors;
- E.** Tenancy deposit information (if any) including return on tenancy termination;
- F.** Rent and utilities payment records;
- G.** Recovery of arrears, claims or possession proceedings;
- H.** Repair and health and safety records;
- I.** Breach of tenancy terms/complaints;
- J.** Utilities records;
- K.** Rent Supplement/Housing Assistance Payment/Benefits Records;
- L.** Notices and correspondence regarding termination of tenancy;
- M.** CCTV and audio recordings (if any); and
- N.** General correspondence in all formats (letters, emails, text messages etc).
- O.** Information about any disability for which the Landlord needs to make adaptations.

2. The Landlord collects this information in a variety of ways. For example, data is collected through the tenancy application process and through correspondence during the tenancy. The Landlord also generates its own records such as rent payment records. In some cases, the Landlord collects personal data about you from third parties, such as references supplied by former landlords, employers and personal referees, other tenants, residents or neighbours, guarantors, local authorities; the police or other law enforcement agencies; utility companies or service providers, letting/managing agents, the Department of Social Protection and websites or online rental portals. Data is stored in a range of different places, including in paper files and in the Landlord's IT systems (including the Landlord's email system).

3. The Landlord needs to process data to consider applications for tenancy agreements and manage tenancies. In addition, the Landlord needs to process data to ensure compliance with legal obligations. In other cases, the Landlord has a legitimate interest in processing personal data before, during and after the end of the landlord/tenant relationship. The purposes for which data will be processed and used are as follows:-

- A.** To decide on the suitability of a proposed tenant/resident;
- B.** To verify the identity of a proposed tenant/resident;
- C.** To assess the financial standing/suitability of a proposed tenant/resident;

- D.** To check immigration status/right to rent;
- E.** To deal with joint tenants and residents who are linked to the tenancy;
- F.** To enter into a tenancy agreement
- G.** To secure payment of rent and performance of tenant obligations;
- H.** To collect rent and other payments;
- I.** To manage the tenancy and the property;
- J.** To keep accurate records relating to the Landlord's rental business
- K.** To arrange repairs and maintenance of the property;
- L.** To monitor and enforce performance of tenant's obligations;
- M.** To recover debts and/or obtain possession of a property;
- N.** To ensure utilities charges are billed and paid appropriately;
- O.** To ensure that welfare benefits are paid to the landlord or tenant where appropriate;
- P.** To handle tenancy termination and the return of any tenancy deposit;
- Q.** To handle complaints;
- R.** To address health and disability issues relating to tenants/residents;
- S.** To create and keep audio and CCTV recordings;
- T.** To provide information to public or local authorities who are legally entitled to require this information;
- U.** To contact next of kin or close relatives in case of emergency;
- V.** To store of emails, records of calls and other communications;
- W.** To comply with legal and regulatory requirements;
- X.** To bring and defend legal claims; and
- Y.** To prevent, detect and investigate crime and anti-social behaviour.

4. The Landlord will comply with data protection law. Your personal data will be accurate and kept up to date, collected only for valid purposes relating to your residential tenancy, used lawfully, fairly and in a transparent way not incompatible with these purposes and kept only for such time as is necessary for these purposes in a secure manner.

5. The Landlord will only use your personal information for the purpose for which it was collected unless the Landlord reasonably considers that the Landlord needs to use it for another reason and that reason is compatible with the original purpose. If the Landlord needs to use your personal information for an unrelated purpose, the Landlord will advise you of this and explain the legal basis which allows the Landlord to do so. You should be aware that the Landlord may process your personal information without your knowledge or consent where this is required or permitted by law.

6. The Landlord will only hold your personal data for as long as is necessary to fulfil the purposes the Landlord collected it for, including any legal, accounting or reporting requirements. The period for which your data is held after the end of a tenancy is seven years. The period for which your data is held following an unsuccessful tenancy application is one year.

7. The Landlord may share your data with third parties where required by law, where it is necessary in order to administer the relationship with you or where the Landlord has another legitimate interest in doing so. Information can be shared with:

- A.** Professional advisers, including solicitors and accountants;
- B.** Letting/managing agents;
- C.** Freeholder and/or their managing agent (for property in block of flats);
- D.** Existing or previous landlords;
- E.** Existing or previous employers;
- F.** Credit referencing agencies;
- G.** Debt collectors and tracing services;
- H.** Local authorities and government/public bodies;
- I.** Ombudsman/redress schemes;
- J.** Professional body/regulator;
- K.** Courts/Tribunals;
- L.** Gardai/enforcement agencies;
- M.** Internet service providers;
- N.** Banks/building societies;
- O.** Tenant's/resident's next of kin or close relatives in case of emergency;
- P.** Joint tenants and other residents;
- Q.** Guarantors;
- R.** Housing benefit/other benefit administrator;
- S.** The Revenue;
- T.** Local Council;
- U.** Contractors and trades people providing services at the property;
- V.** Prospective purchasers of property;
- W.** Other landlords including where you apply to another landlord for a tenancy.

8. The Landlord takes the security of your data seriously. The Landlord has internal policies and controls in place to prevent your data being lost, accidentally destroyed, misused or disclosed. Details of these measures are available on request.

9. When the Landlord engages third parties to process personal data on its behalf, they do so on the basis of written instructions, are under a duty of confidentiality and are obliged to implement appropriate technical and organisational measures to ensure the security of data.

10. It is important that the personal information the Landlord hold about you is accurate and current. Please be sure to keep the Landlord informed if your personal information changes during the tenancy application process or during the course of a tenancy.

11. As a data subject, you have a number of rights. You can:

- A.** access and obtain a copy of your data on request (known as a "data subject access request");
- B.** require the Landlord to change incorrect or incomplete data;
- C.** request erasure of your personal information. This enables you to ask the

Landlord to delete or stop processing your data, for example where the data is no longer necessary for the purposes of processing;

D. object to the processing of your data where the Landlord is relying on its legitimate interests as the legal ground for processing; and

E. ask the Landlord to suspend the processing of your personal data for a period of time if data is inaccurate or there is a dispute about its accuracy or the reason for processing it.

12. If you would like to exercise any of these rights, or you have any questions about the privacy notice, please contact the Landlord/Landlord's Agent

13. If you believe that the Landlord has not complied with your data protection rights, you have the right to make a complaint to the Data Protection Commissioner, Canal House, Station Road, Portarlinton, Co. Laois (info@dataprotection.ie).

I acknowledge receipt of the above Privacy Notice and confirm that I have read and understood it.

Name

Signature/s

.....

.....

.....

Date