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An Roinn Tithíochta,
Pleanála agus Rialtais Áitiúil
Department of Housing,
Planning and Local Government



Call for Proposals for

Enhanced Long Term Social Housing Leasing Scheme

3rd August 2018

Contents

1. BACKGROUND AND CALL FOR PROPOSALS.....	3
2. STAKEHOLDERS IN THE SCHEME.....	4
3. OVERVIEW OF THE SCHEME.....	6
4. RENT ARRANGEMENTS AND KEY LEGAL DOCUMENTS	7
5. OVERVIEW OF THE CFP PROCESS.....	10
6. SUBMISSION REQUIREMENTS	11
7. PRE-PLANNING SUITABILITY ASSESSMENT	18
8. MINIMUM REQUIREMENTS AND ASSESSMENT CRITERIA	20
9. OTHER.....	28
APPENDIX 1 SUBMISSION CHECKLIST	31
APPENDIX 2 MINIMUM REQUIREMENTS AND DECLARATION	33
APPENDIX 3 CALL FOR PROPOSALS FORM	36
APPENDIX 4 PRE-PLANNING SUITABILITY ASSESSMENT FORM	42
APPENDIX 5 FUNDER SUPPORT LETTERS (MODEL CERTIFICATES).....	47
APPENDIX 6 STEP BY STEP PROCESS GUIDELINES	52
APPENDIX 7 FORM OF AGREEMENT FOR LEASE AND LEASE	55
APPENDIX 8 SUMMARY BREAKDOWN OF SOCIAL HOUSING DEMAND	118
APPENDIX 9 ASSESSMENT METHODOLOGY FOR PROPOSED RENT	119

1. BACKGROUND AND CALL FOR PROPOSALS

The Government's ambition to increase social housing supply across the country in the period to 2021 is articulated in the detailed annual targets that have been set out in *Rebuilding Ireland: An Action Plan for Housing and Homelessness*. The achievement of these targets requires a blended approach to delivery utilising new build arrangements, acquisitions as well as long-term leasing.

In recognition of the value for money that can be derived by local authorities by securing high quality rental properties under refined enhanced long-term social housing leasing arrangements, and the contribution these arrangements can make to the delivery of social housing, the Department of Housing, Planning and Local Government (“**DHPLG**”) has introduced the Enhanced Long Term Social Housing Leasing scheme (the “**Scheme**”) in order to:

- ramp-up the scale of delivery under the leasing delivery mechanism;
- target newly built or yet to be built houses and apartments for leasing to minimise competition with existing housing stock;
- target property developers and investors who are in a position to deliver housing at a reasonable scale; and
- provide for lease terms that require the property owner to provide day to day maintenance of the properties under a schedule of Management Services. The expanded scope of requirements to be performed by the property owner will be compensated by an increase in the proportion of the market rent payable under the enhanced lease to a maximum of 95%.

The Scheme is being made available to property owners who can deliver properties at scale and provide the requisite property maintenance services under the terms of the lease. It is in addition to existing long-term leasing arrangements that continue to be available and are an option for property owners who wish to lease properties to local authorities.

Properties proposed for the Scheme must meet all statutory requirements and the Housing (Standards for Rented Houses) Regulations 2017 (S.I. 174/2017) and must have planning permission in place. For those developments that have not yet secured planning permission, parties may wish to avail of the pre-planning enquiry facility described in Section 7 of this document.

DHPLG and the Housing Agency have prepared this Call for Proposal (“**CFP**”) for the Scheme (and request that interested parties (“**Proposers**”) submit their responses by no later than 25th of October 2018.

2. STAKEHOLDERS IN THE SCHEME

2.1 Department of Housing, Planning, and Local Government

The Scheme is governed by the DHPLG. The DHPLG provides funding to Local Authorities via the Social Housing Current Expenditure Programme (SHCEP) to lease properties to accommodate social housing tenants on a long-term basis.

2.2 Housing Agency

The Housing Agency manages and administers the Scheme on behalf of the DHPLG. The Housing Agency will be the national coordinator for the Scheme. The Housing Agency oversees the administration of the leasing arrangements including the drafting of the Agreement for Lease (“**AFL**”) and Lease (“**Lease**”) and will manage the liaison between the Local Authority and the Proposer including managing the due diligence on each proposal up until the signing of the AFL between a Local Authority and a Proposer. The Housing Agency will have a specific role within the AFL if a dispute arises regarding certifying completion of properties. In addition, the Housing Agency will have an ongoing role over the term of the lease as a resource for Local Authorities and will provide guidance on good practice in lease administration and related matters.

2.3 Local Authorities

The Local Authority is acting in its capacity as a Housing Authority. As such, the Local Authority is responsible for determining the suitability of the proposed properties and agreeing to the rent level that will apply in respect of the properties. Any proposed lease arrangement under the Scheme will be between the Local Authority and the Proposer. The Local Authority will pay a rent to the Proposer, which will be set at a percentage of the market rent (up to 95%). The Local Authority will be the landlord to the household and will collect a differential (income based) rent from the household.

2.4 The Proposer

The Proposer will submit details of properties it proposes for the Scheme and the submission requirements as further set out in the CFP (a “**Submission**”). These may be properties that it intends to purchase, construct or otherwise provide. If the properties are selected for the Scheme the Proposer, then enters into an AFL and Lease for the properties with the relevant Local Authority. Under the terms of the Lease for each property, the Proposer will be responsible for the provision of management services in respect of the property, including the maintenance of the property for the duration of the lease.

2.5 Advisors

2.5.1 National Development Finance Agency (NDFA)

The NDFA is financial advisor to the DHPLG in respect of the Scheme.

2.5.2 Eversheds Sutherland

Eversheds Sutherland is legal advisor to the DHPLG and the Housing Agency in respect of the Scheme.

2.6 Restriction on Proposer's Structure

It is imperative that a Lease under the Scheme is statistically treated as “off” the General Balance Sheet of the Irish Government, as set out in the Manual on Government Deficit and Debt (Implementation of European System of Accounts (“ESA”) 2010) (“**ESA 2010**”).

If it appears to the Housing Agency that the proposed structure of a Proposer may affect the statistical treatment of a Lease due to the classification of a Proposer or the role of a significant service provider to the Proposer, the Housing Agency can request a change in the structure of a Proposer and/or its supply chain. In the event that a Proposer fails to change its structure within the appropriate time limit determined by the Housing Agency, the Housing Agency reserves the right, at its absolute discretion, to disqualify a Proposer from further participation in the process.

3. OVERVIEW OF THE SCHEME

- 3.1 Proposers are invited to indicate their capacity to lease on a long-term basis a minimum of **20 properties** in any one Local Authority area to the State (by Local Authorities). This must include a demonstration of the Proposer's plans in terms of the funding of the purchase or construction of such properties. Alternatively, proposers may propose vacant properties in their existing portfolio of properties if these properties are new to the housing market or have not been leased, rented or otherwise occupied in the 12-month period immediately prior to the date of proposal.
- 3.2 An outline of the structure of the Scheme is provided below.
- 3.2.1 Subject to meeting the provisions of an Agreement for Lease and Lease, the Local Authority will make rental payments to the Proposer for the provision of a property.
- 3.2.2 The Local Authority will sub-let the property to a tenant. Tenants will be nominated by the relevant Local Authority in accordance with their Scheme of Letting Priorities. Tenants will enter into a tenancy agreement with the relevant Local Authority, acting as the landlord. As between the Proposer and the Local Authority, the Local Authority will have responsibility for managing the tenancy under the terms of the tenancy agreement. The Local Authority may appoint a nominee to manage the tenant on its behalf, including, without limitation, an Approved Housing Body.
- 3.2.3 The Proposer will be required to interface with the Local Authority in the provision of management services, as per the requirements of the Lease between the Local Authority and the Proposer. This is a performance-based contract where deductions will apply to the rent if the management services requirements are not adequately performed.
- 3.2.4 As per the terms of the Lease, the Proposer will remain responsible for the upkeep and maintenance of the property, including responsibility for any structural defaults with the property. It may engage a third-party provider to carry out such obligations, however, the Proposer will remain wholly responsible for its obligations under the Lease and for any acts or omissions of any service provider it may engage.
- 3.2.5 The Local Authority, or an agent on its behalf, will be entitled to inspect the properties prior to the term of a Lease commencing and periodically thereafter.

4. RENT ARRANGEMENTS AND KEY LEGAL DOCUMENTS

4.1 Proposed Rent

- 4.1.1 Proposers will be required to submit Proposed Rents for each of the properties they propose leasing under these arrangements, as further described in the Submission Requirements outlined in Section 6 of this CFP.
- 4.1.2 The Proposed Rent will be a euro amount per month per property type as at the Submission Date (see Section 5). The maximum Proposed Rent payable under the lease will be 95% of the monthly Open Market Rent for the property.
- 4.1.3 For the purposes of this CFP Open Market Rent means the estimated amount, as at the Submission Date, for which the property should be leased between a willing lessor and willing lessee on appropriate lease terms in an arm's length transaction, after proper marketing and where the parties had each acted knowledgeably, prudently and without compulsion.
- 4.1.4 Once the Proposed Rents have been accepted and agreed by the Housing Agency (see Section 4.2 below), they will be inserted in the AFL/Lease, with indexation operating from the Submission Date using the Harmonised Index of Consumer Prices ("**HICP**").
- 4.1.5 Open Market Rent must be evidenced by a valuation prepared by a qualified valuer (being a Member of the Irish Auctioneers and Valuers Institute or of the Society of Chartered Surveyors Ireland or of such body of professional valuers or surveyors as shall for the time being have undertaken in Ireland the functions in the activity of property valuation currently performed by said institute or society). Each valuation must refer to three (3) comparable properties in the locality of the proposed Submission to evidence the Open Market Rent for the property.

4.2 Agreement on Proposed Rent for Purposes of Assessment and Lease

- 4.2.1 The Proposed Rent for each property submitted by a Proposer, together with supporting valuation, will be sent by the Housing Agency to the relevant Local Authority following receipt of a Submission for review. Provided the Proposed Rent is accepted by the Local Authority, the Submission will then be evaluated under the ranking

criteria referred to in Section 8.4. Where the Local Authority does not accept a Proposed Rent for a property, the Proposer will be notified by the Housing Agency and given one opportunity to adjust the Proposed Rent within a specified period of time, following which the process above will be repeated.

- 4.2.2. If the Proposed Rent, as adjusted, is not accepted by the Local Authority within the specified period of time or no alternative Proposed Rent is proposed, then, where agreed with the Proposer, the determination of the Open Market Rent will be referred by the Housing Agency, at the Proposer's cost, to an Independent Valuer. The Independent Valuer will be required to determine the Open Market Rent for the property within a specified period of time. The Proposer will then be advised of the Independent Valuer's determination and requested to revise its Proposed Rent using this Open Market Rent (e.g. the revised Proposed Rent can be up to a maximum of 95% of the Open Market Rent determined by the Independent Valuer). The Local Authority will be obliged to accept the revised Proposed Rent, provided it is calculated using the Open Market Rent determined by the Independent Valuer.
- 4.2.3 For the purposes of this CFP an ***Independent Valuer*** means an independent valuer (being a Member of the Irish Auctioneers and Valuers Institute or of the Society of Chartered Surveyors Ireland or of such body of professional valuers or surveyors as shall for the time being have undertaken in Ireland the functions in the activity of property valuation currently performed by said institute or society), such independent valuer to be nominated upon the application of the Housing Agency by either the President of the Law Society of Ireland or the President of the Irish Auctioneers and Valuers Institute or the President of the Society of Chartered Surveyors Ireland at the discretion of the party entitled to make the application PROVIDED HOWEVER that in the event of the President or other officer endowed with the functions of the President of such society or institute as shall be relevant for the purposes aforesaid being unable or unwilling to make the nomination the same may be made by the next senior officer of that society or institute who shall be so able and willing AND PROVIDED FURTHER that should neither of the said societies nor the said institute then be in existence or should there be no officer thereof able and willing to make the nomination within a reasonable time of the application in such behalf the same may be made by the most senior ranking officer (so able and willing) of such body of professional surveyors or valuers as the Housing Agency shall appoint.

4.3 AFL and Lease

4.3.1 The template forms of AFL and Lease are appended in **Appendix 7**.

A short high-level summary is provided below.

(i) Agreement for Lease

The AFL is a standard form template document, which will include:

- the conditions and timescales for the delivery of the proposed properties;
- the Rent (Proposed Rent) that will be inserted into the form of Lease appended to the AFL.

Amendments to the form of AFL by Proposers will not be accepted, however, non-material amendments will be considered by the Housing Agency, at its absolute discretion and where appropriate, to reflect the specific circumstances of the arrangement proposed.

(ii) Lease

The Lease is a standard form template document to be entered into between the Local Authority and the Proposer.

Amendments to the form of Lease by Proposers will not be accepted, however, non-material amendments will be considered by the Housing Agency, at its absolute discretion and where appropriate, to reflect the specific circumstances of the arrangement proposed.

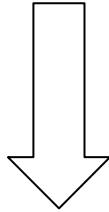
The main features of the standard form Lease are as follows:

- Rent (Proposed Rent) will be indexed using HICP from the Initial Date (same as Submission Date);
- Local Authority will make regular monthly Rent payments to the Proposer in accordance with the agreed lease;
- Rental payments will be subject to specified performance requirements regarding the maintenance services for the properties in accordance with the requirements of the lease. Penalties may be applied where the Proposer fails to provide the management services in accordance with the requirements of the lease;
- the term of the lease will be 25 years;
- Rent review will be based on the HICP and reviews will be at 3-year intervals
- Risk-sharing between the Lessor and the Lessee is provided for in respect of certain 'Qualifying Sub-Tenant and Third-Party Damage', whereby a proportion of the repair costs of certain damage caused wilfully or intentionally by a sub-tenant, a member of its household or an invitee may be recouped by the Lessor from the Lessee.

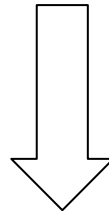
5 OVERVIEW OF THE CFP PROCESS

5.1 CFP Submission Process

- i. Interested parties review CFP and check eligibility to participate.



- ii. Submit any clarification queries by e-mail no later than 5.00pm on Friday the 28th September 2018.



- iii. Complete and submit the Call for Proposal Form together with the signed Declaration and Support Letters by e-mail no later than 5.00 pm on Thursday the 25th October 2018, (the “**Submission Date**”).

5.2 Administration of Process

5.2.1 The broad outline of the administration of the process for the Scheme is contained in the Step by Step Process Guidelines in Appendix 6 of this document.

5.2.2 The Housing Agency will coordinate and administer the review and assessment of the Submissions for participation in the Scheme.

6 SUBMISSION REQUIREMENTS

6.1 Submission Requirements

Interested parties must submit:

- (i) a completed and signed Submission Checklist (appropriate to the submission) contained in **Appendix 1**;
- (ii) a signed Declaration contained in **Appendix 2**;
- (iii) a completed Call for Proposals Form, contained in **Appendix 3** for a formal proposal or a completed Pre-Planning Enquiry form as set out in **Appendix 4** for a Pre-Planning Suitability Assessment (as appropriate); and
- (iv) furnish signed copies of the letter(s) of support contained in **Appendix 5** (the “**Support Letters**”).

The purpose of the inclusion of all of the above submission requirements is to allow the Housing Agency and the relevant local authority to assess the Submissions as expeditiously as possible. **Consequently, any Submission that does not comply with the above submission requirements will be returned to the Proposer**, subject to the rectification process outlined below.

6.2 All Submissions

The following should be reviewed carefully as all Submissions must include the information as outlined. Proposers should note that the requirements differ depending on the application type, i.e. new build, acquisition or existing property.

6.2.1 Submission Checklist

The Submission Checklist contained in Appendix 1 of this document must be completed and signed. The Checklist must be included with the Submission. As outlined at paragraph 6.1 above, submissions that do not include the Checklist completed and signed will be rejected as incomplete and returned to the Proposer. If any one of the requirements listed in the Checklist has been omitted from the Submission, the Proposer will be given the opportunity to rectify the omission within five (5) Working Days of receipt of written notification of the omission.

6.2.2 Call for Proposals Form

The Call for Proposals Form contained in Appendix 3 of this document must be completed in full and be signed by the appropriate representative on behalf of the Proposer.

6.2.3 Identify a Proposal

- (i) A proposal will be considered as a group of properties (not less than **20**) in a single development or on multiple sites/locations within a local authority area. A Proposer is permitted to submit multiple proposals.

Multi-unit proposals from the same development will be assessed as a single proposal. A proposal can include properties delivered in a single/multi location on a phased basis. Delivery of phased development will be marked as a mean of the overall delivery over the proposed delivery period.

Proposals should be in respect of properties located within a single local authority area. Subject to the minimum of 20 properties per proposal, properties within a single development/site should be submitted together. It is permissible to combine properties from more than one development/site in one local authority area in one proposal if one or more of the combined development/sites contains less than 20 properties.

- (ii) Properties included in a proposal will be required to meet all relevant and applicable statutory requirements under the Planning and Development Acts 2000-2017, Building Control Acts 1990-2014 and any subordinate legislation made under these Acts.
- (iii) Where a pre-planning enquiry is being made this should be done in line with the procedure provided for in Section 7 of this document.
- (iv) Properties provided must meet the requirements of the Housing (Standards for Rented Houses) Regulations 2017 (S.I. 174/2017) or any update to such requirements applicable at the time of the Submission.
- (v) Where applicable, Part V obligations must be complied with in accordance with the Planning and Development Acts and to the satisfaction of the relevant local authority in addition to meeting the minimum scale requirements under these arrangements. For the avoidance of doubt, the leasing of properties to a local authority for social housing use does not exempt the development from the requirements set out in Section 96 of the Planning and Development Act 2000, as amended. Where Part V obligations only are being met using

enhanced leasing, this must be done directly through the local authority. Part V using enhanced leasing can only be submitted under this Call for Proposal if there are additional properties/units being provided over and above the minimum number of properties required under a Part V agreement. For example, if the Part V obligation is 20 no. units and only 20 no. units are being proposed to be leased, this should go through the normal Part V process. If a proposer wishes to lease more than the 20 no. units, i.e. 21+, then they make a submission in response to this call for proposals. This call for proposals does not obviate the need for a Local Authority to consider the relevant provisions of the Planning and Development Act, 2000 (as amended) in terms of its acceptance or otherwise of a developer's proposals to comply with Part V of same.

6.2.4 Legal Information

- (i) A Proposer shall be a corporate entity established pursuant to the Companies Act 2014, as amended from time to time. Depending on the proposed corporate vehicle or shareholding structure, the Housing Agency/local authority reserves the right to seek a parent company guarantee, where it deems appropriate.
- (ii) Proposers must provide up-to-date information set out below, or its nearest equivalent, about the entity that will become party to the AFL and Lease. To the extent that a Proposer has not incorporated a company for the purposes of the Scheme by the Submission Date, Proposers are required to provide current proposals regarding the information set out below:
 - Name:
 - Details of corporate structure, including constitutional documents, if available, equity ownership (including names and addresses of shareholders), any guarantors.

6.2.5 Funder Support Letters

Committed funding is a condition precedent for entry into an AFL with a local authority. Proposers are required to provide a brief summary of their funding strategy to source committed funding to meet their AFL and Lease obligations to include, without limitation, delivery of units and delivery of the services under the Lease.

The Funder Support Letters (model certificates) as set out in Appendix 5 of this document must be submitted. If changes are proposed to the

form of the Funder Support Letter, they must be submitted to the Housing Agency no later than ten (10) working days prior to the Submission Date. The Housing Agency will endeavour to respond to any request within five (5) working days of receipt of the request.

6.2.6 Specific Requirements

(i) **New Build**

Proposers must provide details of proposed properties, including but not limited to:

- (a) Site Location Map(s) at a scale of not less than 1:1000 in built up areas and 1:2500 in all other areas, along with any relevant grid reference number(s).
- (b) Ownership of the site(s). If the Proposer is the current owner of the site, a copy folio should be furnished or, alternatively, a solicitor's letter outlining the details of the ownership. If the Proposer is not the current owner of the site, details of engagement with the current owners and arrangements to purchase same must be provided. At the point of submission, the Proposer should have a legal agreement with the current owner of the site(s) to acquire the site(s) and should furnish evidence of same. By way of example, the legal agreement in question could be an option agreement or a signed conditional contract for sale.
- (c) Planning permission, including planning permission reference no., if applicable. (See Section 6.2.3 (iii) and Section 7).
- (d) Number and type of proposed properties identified for the Scheme to be constructed on the site(s) and location within the overall scheme(s).
- (e) Layout and map of the development, including floor plans and elevations at the requisite planning scale (i.e. 1:200).
- (f) Proposed Rents (see Section 4.1) itemised by property type and supported by rent valuation report prepared by a qualified valuer, (being a Member of the Irish Auctioneers and Valuers Institute or of the Society of Chartered Surveyors Ireland or of such body of professional valuers or surveyors as shall for the time being have undertaken in Ireland the functions in the activity of property valuation currently performed by said institute or society). Open Market Rent is to be evidenced by referencing to three (3) comparable properties in the relevant area.
- (g) Details of how the repair and maintenance obligations under the Lease will be met over the 25-year period of the lease.
- (h) Status of Part V compliance, if applicable.

- (i) Target construction / delivery programme.
- (j) Utility connection status.
- (k) Proposers must also provide a funder support letter(s) based on one or more of the model certificates set out in Appendix 5 demonstrating that the Proposer has the necessary financial support and resources to fund the construction and delivery of the properties. If changes are proposed to the form of funder support letter, they must be provided no later than ten (10) days prior to the Submission Date and will be subject to the Housing Agency's approval. Evidence of funding to be confirmed prior to participation in the Scheme and signing of AFL.
- (l) Details of any specific requirements of the Proposer's funders, where applicable.

(ii) **Acquisition**

Proposers must provide details, including but not limited to:

- (a) Ownership of the properties. If the Proposer is the current owner of the properties, a copy folio should be furnished or, alternatively, a solicitor's letter outlining the details of the ownership. If the Proposer is not the current owner of the properties, details of engagement with the current owners and arrangements to purchase same must be provided. At the point of submission, the Proposer should have a legal agreement with the current owner of the properties to acquire the properties and should furnish evidence of same. By way of example, the legal agreement in question could be an option agreement or a signed conditional contract for sale.
- (b) Site Location Map(s) at a scale of not less than 1:1000 in built up areas and 1:2500 in all other areas, along with any relevant grid reference number(s).
- (c) Number and type of proposed properties identified for the Scheme.
- (c) Layout and map of the proposed properties including floor plans and elevations at a legible scale (e.g. 1:500 for the site layout plans and 1:200 for floor plans, where possible).
- (d) Proposed Rents (see Section 4.1) itemised by property type and supported by rent valuation report prepared by a qualified valuer, (being a Member of the Irish Auctioneers and Valuers Institute or of the Society of Chartered Surveyors Ireland or of such body of professional valuers or surveyors as shall for the time being have undertaken in Ireland the functions in the activity of property valuation currently performed by said institute or society). Open Market Rent is to be evidenced by referencing to three (3) comparable properties in the relevant area.

- (e) Confirmation that proposed properties are vacant and are new to the housing market or have not been occupied in the preceding 12 months, the verification of the latter will form part of the local authorities' due diligence process. This may be demonstrated by way of a copy utility bill that shows that the property was unoccupied or that the property has been recently sold with vacant possession.
- (f) Confirmation of planning permission and Part V compliance status
- (g) Utility connection status.
- (h) Target acquisition date.
- (i) Details of how the repair and maintenance obligations under the lease will be met over the 25-year period of the lease.
- (j) Target availability date for tenancing, including details of possible remedial works and works delivery programme.
- (k) Proposers must also provide a funder support letter(s) based on one or more of the model certificates set out in Appendix 5 demonstrating that the Proposer has the necessary financial support and resources to fund the acquisition of the properties, including the social housing properties. If changes are proposed to the form of funder support letter, they must be provided no later than ten (10) days prior to the Submission Date and will be subject to the Housing Agency's approval. Evidence of funding to be confirmed prior to entering into the Scheme and AFL.
- (l) Details of any specific requirements of the Proposer's funder, where applicable.

(iii) **Existing Properties**

Proposers must provide details, including but not limited to:

- (a) Site Location Map(s) at a scale of not less than 1:1000 in built up areas and 1:2500 in all other areas, along with any relevant grid reference number(s).
- (b) Evidence of ownership (folio details) including details of any charges against the properties.
- (c) Number and type of proposed properties identified for the Scheme.
- (d) Layout and map of the proposed properties including floor plans and elevations at a legible scale (e.g. 1:500 for the site layout plans and 1:200 for floor plans, where possible).
- (e) Proposed Rents (see Section 4.1) itemised by property type and supported by rent valuation report prepared by a qualified valuer, (being a Member of the Irish Auctioneers and Valuers Institute or of the Society of Chartered Surveyors Ireland or of such body of

professional valuers or surveyors as shall for the time being have undertaken in Ireland the functions in the activity of property valuation currently performed by said institute or society). Open Market Rent is to be evidenced by referencing to three (3) comparable properties in the relevant area.

- (f) Confirmation that proposed properties are vacant and are new to the housing market or have not been occupied in the preceding twelve (12) months, the verification of the latter will form part of the local authorities' due diligence process. This may be demonstrated by way of a copy utility bill that shows that the property was unoccupied or that the property has been recently sold with vacant possession.
- (g) Target availability date for tenancing, including details of possible remedial works and works delivery programme.
- (h) Utility connection status.
- (i) Details of how the repair and maintenance obligations under the Lease will be met over the 25-year period of the lease.
- (j) Evidence of current funding arrangements are required to be provided and these arrangements must be confirmed prior to entering into the Scheme. Where a mortgage exists on a property, a Proposer must provide confirmation from the relevant funding institution that scheduled debt repayments are being fully serviced and that the funding institution consents to the long-term lease of the properties.
- (k) Details of any specific funder requirements, where applicable.

7. PRE-PLANNING SUITABILITY ASSESSMENT

The pre-planning suitability assessment process is designed to give prospective Proposers the opportunity to engage with the Housing Agency in advance of submitting a planning application for a particular development to establish the likelihood of a proposal being considered suitable for the Scheme and any future iterations of the Scheme.

The pre-planning suitability assessment process is not a final assessment of a proposal for the purposes of the Scheme, which will be required to go through the usual assessment and approval process before being accepted into the Scheme. In no way shall the Housing Agency, the DHPLG or any local authority, or any person acting on their behalf, have any liability or responsibility in relation to the accuracy, adequacy or completeness of any information or statements made during the process and no liability shall attach to the Housing Agency, the DHPLG or any local authority, or any person acting on their behalf, in respect of the outcome of the process or any act or omission undertaken by the prospective Proposer arising from the process, including, without limitation, any financial or investment decision. A prospective Proposer engages in the process on this understanding and entirely at its own risk.

After a prospective Proposers engages with the Housing Agency, the Housing Agency will subsequently contact the relevant local authority in respect of a particular site or sites and will assess the proposed development under Criteria 1 and 2 of the CFP assessment criteria (see Section 8.3) and will inform the prospective Proposer if it would be likely that a proposal would pass or fail an assessment under same if it were subsequently put forward as part of a submission for the Scheme once planning is secured. Generally, the pre-planning suitability assessment process will follow the timelines for the Stage 1 process set out in Appendix 6 of this document.

In order to allow the Housing Agency to process pre-planning suitability assessments in an efficient and transparent manner, any enquiry should contain the following documentation. **Any enquiry that does not contain the requisite material will be returned.**

1. Completed Pre-planning Suitability Assessment form.
2. Declaration of eligibility.
3. Site Location Map(s) at a scale of not less than 1:1000 in built up areas and 1:2500 in all other areas, along with any relevant grid reference number(s).
4. Outline of the Proposer's interest in the property/properties – where the proposer is not the registered owner of the property, a letter from the owner or

their agents should accompany the application outlining that the proposer has their consent to engage with the Housing Agency in respect of the query.

5. An outline of the proposed development (number and type of units, including breakdown, number of bedrooms etc.).
6. Proposed site layout plan at a legible scale (i.e. 1:500), prepared by a suitably qualified person. Additional floor plans and elevations should be provided at 1:200, if available.
7. Statement of consistency with the relevant Development Plan / planning policies and preparedness for development in infrastructural availability terms and particularly as regards (a) water services (b) access and mobility, including public transport connectivity, and (c) other key infrastructure e.g. school's capacity, prepared by a suitably qualified person in the planning and built environment areas.

Note: Enquiries will not be accepted on lands/sites that do not have the requisite in-principle planning policy support; e.g. proposals on lands that are not zoned for residential purposes or a mix of residential and other uses will not be considered and will be returned.

The pre-planning suitability assessment will:

- (a) enable the Housing Agency to examine the suitability of a particular proposal for consideration under the Scheme, taking on board the prospective Proposer's assessment of the proposal's fit with the wider planning policy context as set out in the relevant local authority development plan and the degree to which a site could be considered as ready-to-go from an infrastructural perspective; and
- (b) enable prospective Proposers to determine the likelihood of a proposal being accepted in advance of applying for planning.

Any indicative position advised to a prospective Proposer at the pre-planning enquiry stage will in no legal relationship or other obligation will arise between the parties. Any subsequent proposal, which secures planning permission, must be formally submitted through the CFP process for formal determination.

It should also be noted that the outcome from the pre-planning suitability assessment process will have no bearing on any other statutory process (e.g. the planning process) and any correspondence received by proposers from the Housing Agency regarding the process may be used in any planning process or application.

8. MINIMUM REQUIREMENTS AND ASSESSMENT CRITERIA

8.1 Minimum Requirements

Proposers are required to meet the minimum eligibility requirements contained in Appendix 2 (the “**Minimum Requirements**”) in order to be considered for participation in the Scheme. Proposers are required to self-declare that they meet the Minimum Requirements.

8.2 Assessment Criteria

8.2.1 Only those Proposers that have furnished all the requisite documentation in compliance with Section 6 and who meet the Minimum Requirements referred to above will have their Submission evaluated.

8.2.2 The Housing Agency will evaluate the Submissions based on two classes of Criteria: Pass/Fail Criteria and Ranking Criteria.

- (i) Pass/Fail Criteria (Criteria 1 and 2) must be passed if a Submission is to be considered further. Submissions that meet Criteria 1 and 2 will be deemed acceptable (“**Suitable Proposals**”).
- (ii) Ranking Criteria are intended to award Submissions with more desirable properties higher marks than less desirable ones. Depending on the level of response to this CFP, the timing that proposed properties becoming available for lease and the availability of funding, all Suitable Proposals may be able to proceed to documentation stage. Ranking of Suitable Proposals based on the scores received following assessment will only be used to differentiate between Suitable Proposals in the following circumstances:
 - if the number of Suitable Proposals scheduled to deliver properties in a given year exceed the funding available to fund the required lease payments, higher ranked proposals will be given priority until the funding capacity is reached; and
 - where there are several Suitable Proposals within the same Local Authority area, the higher ranked proposals within the Local Authority area will be given priority.

8.3 Pass/Fail Criteria

Criterion 1 - Suitability for Social Housing

Social housing need varies across the country, but it is generally strongest in urban areas¹. The nature of this demand varies across local authorities although in most local authorities most households on housing waiting lists require one or two bed accommodation. A summary breakdown of social housing demand is set out in Appendix 8. For a Submission to be acceptable it must propose delivery of properties in areas with social housing demand. The Housing Agency will liaise with the relevant Local Authority to determine if a Submission is located in an area with social housing need and meets the requirements of the Government's policies in relation to providing high quality housing and developing sustainable communities.

Submissions with a proposal of properties in urban locations will generally be well matched to need, however there are some specific locations in urban areas that already have high concentrations of social housing and Submissions proposing properties for the Scheme in these locations may not be sustainable. Submission are required to contain proposals that meet the requirement of achieving sustainable communities, issues such as accessibility, security, safety, privacy, community interaction, availability of appropriate services and the provision of adequate space are factors that need to be considered².

The Housing Agency will liaise with the relevant Local Authorities to determine if a proposal meets this objective and ultimately it will be a matter for each Local Authority to determine if a Submission passes or fails this criterion based on the requirements set out in the CFP.

Criterion 2 - Appropriateness of the Scale and Mixed Tenure of the Proposal

Submissions with proposals with a high proportion of properties for social housing use may make it difficult to achieve a sustainable tenure mix within an area. For example, a Submission containing a proposal with a high proportion of social housing properties may be sustainable if it is located in a large urban area and surrounded by mainly privately owned/rented housing. On the other hand, a Submission containing a

¹ For more information on social housing need the Housing Agency's report on the Summary of Social Housing Assessments 2017 is available at <https://www.housingagency.ie/getattachment/Our-Publications/Latest-Publications/SHA-Summary-December-2017.pdf>

² For additional information see <http://www.housing.gov.ie/sites/default/files/migrated-files/en/Publications/DevelopmentandHousing/Housing/FileDownload%2C1979%2Cen.pdf>

proposal with a high proportion of social housing properties located in a smaller town may not achieve this. The Housing Agency will liaise with the relevant Local Authorities to determine if a proposal passes or fails this criterion. A Proposer will be given the opportunity to reduce the number of properties in its Submission within a fixed period of time if the Local Authority determines it is too high and does not reflect an appropriate mix of tenure. If the number is not reduced to a sustainable level the Proposal will not be considered further.

8.4 Ranking Criteria

Important: Prior to a Submission being assessed under the ranking criteria, the Proposed Rent must have been agreed and accepted by the Housing Agency/Local Authority or determined by an Independent Valuer in accordance with the process described at Section 4.2.3 and obtained planning permission.

Criterion 3 - Number of Properties in Submission – 20 Marks

Marks will be awarded for the number of properties in a Submission on the following basis:

Submissions for Urban Areas³

Number of properties	Marks
20 – 29 properties	10
30 – 39 properties	15
40+ properties	20

Submissions for Non-Urban Areas

Number of properties	Marks
20 – 29 properties	15
30+ properties	20

Criterion 4 - Property Types – 25 Marks

Marks will be awarded for Submissions with a mix of property types as set out in the table below. Properties with 3 or more bedrooms will be assessed together.

³ Proposals in the following Local Authority Areas will be considered Urban Proposals – Dublin City Council, South Dublin County Council, Fingal County Council, Dun Laoghaire Rathdown County Council, Cork City Council and Galway City Council. Urban areas of Limerick City and County Council, Louth County Council, Meath County Council, Kildare County Council, Wicklow County Council will also be considered as urban proposals

Property type mix	Marks
1, 2 and 3+ bedroom properties with at least 10% of each type and 10% of properties designed for disabled use	25 marks
1, 2 and 3+ bedroom properties with at least 10% of each type	20 Marks
1, 2 and 3+ bedroom properties with at least 1 property of each type	17 marks
Proposals with only 2 types of property	15 marks
Proposals with only 1 type of property	10 marks

Criterion 5 - Distribution of Properties– 15 Marks

Marks will be awarded to Submissions that include properties that are distributed within a larger development or estate:

Distribution of Properties	Marks
Properties widely distributed within development/estate	15 marks
Some properties distributed within development/estate but over 50% of properties located in one block/street	12 marks
All properties located in same block(s)/street(s)	10 marks

Criterion 6 - Proposed Rent – 30 Marks

The Proposed Rent of a Submission will be assessed, and marks awarded on the following basis:

- a) Monthly Proposed Rent (subject to a maximum of 95% of Monthly Open Market Rent) for each property type will be multiplied by the relevant number of properties proposed and the total rent of all properties per month will be divided by the total number of properties to establish a Weighted Submission Average.

- b) The Weighted Submission Average will then be multiplied by the National Rent Averaging Factor (see below) for the relevant county to calculate a Proposed Rent Submission Total.
- c) The Proposed Rent Submission Total with the lowest Proposed Rent Submission Total will be awarded 30 marks.
- d) Submissions with higher Proposed Rent Submission Totals will be awarded marks on the basis of $M = L / T$ where M is the marks to be awarded, L is the lowest Proposed Rent Submission Total submitted and T is the Proposed Rent Submission Total submitted by the Proposer.
- e) Marks will be rounded to the nearest whole number.
- f) Please refer to Appendix 9 for further details on the Proposed Rent assessment methodology and worked examples.

The National Rent Averaging Factor for each county is calculated using the Residential Tenancies Board Rent Index Quarter 3 2017⁴. The factor is calculated by taking the national standardised average monthly rent for new tenancies for Q3 2017 (€1,056) and dividing it by the standardised average monthly rent in each county for the same quarter. The National Rent Averaging Factor for each county is set out in the table below. The use of the Factor is intended to counter balance the effect of regional rental market variations in the assessment of rent proposed in Submissions:

County	National Rent Averaging Factor	County	National Rent Averaging Factor
Carlow	1.43	Longford	1.98
Cavan	1.85	Louth	1.19
Clare	1.56	Mayo	1.84
Cork	1.03	Meath	1.06
Donegal	1.94	Monaghan	1.68
Dublin	0.70	Offaly	1.58
Galway	0.98	Roscommon	1.92
Kerry	1.50	Sligo	1.60
Kildare	0.95	Tipperary	1.68

⁴ https://onestopshop.rtb.ie/images/uploads/general/RTB_Rent_Index_-_Quarter_4_2017_FINAL.pdf

County	National Rent Averaging Factor	County	National Rent Averaging Factor
Kilkenny	1.32	Waterford	1.66
Laois	1.42	Westmeath	1.46
Leitrim	2.17	Wexford	1.52
Limerick	1.22	Wicklow	0.92

Criterion 7 - Availability – 10 Marks

Marks will be awarded for Submissions with projected property delivery timescales as set out in the table below. Delivery of phased development will be marked as a mean of the overall delivery over the proposed delivery period.

First properties available for	Marks
2018	10
2019	8
2020	5
2021	4
2022 or later	3

8.5 Summary of Assessment Criteria

Pass/Fail Criteria

Criterion	Measure	Score	Summary
1) Suitability for Social housing	Are proposed properties located in area of social housing demand? Are proposed properties located in an area which has an over concentration of social housing already? Does the proposal appropriately acknowledge requirements in relation to accessibility, security, safety, privacy, community interaction, availability of appropriate services and the provision of adequate space?	Pass /Fail	A pass/fail criterion. If properties are not located in an area with social housing need or if they are located in an area with an overconcentration of existing social housing or if they do not adequately address sustainability community requirements they will not be considered further.
2) Sustainable communities	Does the number of properties proposed achieve a balanced community?	Pass /Fail	A Submission containing a proposal considered to have too many properties will be eliminated from further consideration. However, before elimination the proposer will be given the opportunity (within a fixed period of time) to revise their submission on the basis of a reduced number of properties to allow further consideration.

Ranking Criteria

Criterion	Measure	Score (Max)	Summary
3) Number of Properties	The number of properties proposed for leasing	20 marks	Marks awarded for number of properties in a Suitable Proposal
4) Property types	Are property types a good match for social housing need	25 marks	Proposals with a mix of property types will be awarded more marks than less diverse Submissions.
5) Dispersion of properties	Are properties dispersed within a development or estate	15 Marks	Proposals with properties dispersed within an overall development or estate will be awarded more marks than less diverse Submissions.
6) Proposed rent	Do the proposed rents represent good value for the State	30 Marks	Proposed rents will be assessed on a weighted average cost per property basis. Proposals with lower average cost will score more highly than proposals with higher costs
7) Availability	When will the proposed properties be available to lease?	10 Marks	Proposals which will deliver properties sooner will score more highly than those delivering later

9. OTHER

9.1 Deadline for Receipt of Call for Proposals

Submissions should be returned **via email** to enhancedleasing@housingagency.ie and referenced **Call for Proposals Enhanced Long Term Social Housing Leasing Arrangements** by **no later than 5pm on 25th October 2018**. It is the sole responsibility of the Proposer to ensure its Submission is received by the stated deadline.

9.2 Queries

Queries seeking clarification on any aspect of the Scheme may be submitted by e-mail to enhancedleasing@housingagency.ie no later than 5.00pm on Friday 28th September 2018. Responses to all clarifications queries will be shared with all parties who have registered their interest in participating in the Scheme by e-mail to enhancedleasing@housingagency.ie no later than Friday 28th of September 2018. Where a Proposer believes a query and/or response relates to a confidential aspect of its Submission, the Proposer must mark such query confidential. In these circumstances the Housing Agency will determine in its absolute discretion the appropriate course of action.

9.3 Complete Submission

9.3.1 Incomplete Submissions may be rejected.

9.3.2 If, in the opinion of the Housing Agency, any Submission deviates to a substantial degree from the requirements detailed in this CFP the Submission may be rejected.

9.3.3 Each Proposer will be deemed to have satisfied itself prior to making its Submission as to the completeness and sufficiency of its Submission in compliance with the requirements of this CFP.

9.4 Late Submissions

Parties are fully responsible for the safe and timely delivery of its Submission. Submissions received after the stated deadline will not be considered.

9.5 Clarification of Submission

To assist in the examination and comparison of Submissions, the Housing Agency may ask Proposers to clarify or demonstrate the credibility of their Submission either in writing or by interview at a location in Dublin to be

advised by Housing Agency. The Housing Agency may request further information at any time and in relation to any element of this CFP.

9.6 Right to Amend or Terminate the Process

9.6.1 The Housing Agency may at its absolute discretion:

- (a) change the basis of or the procedures (including the timetable) relating to this CFP;
- (b) reject any or all of the Submissions;
- (c) request additional information from any Proposer; and/or
- (d) abandon the process.

9.7 Proposer Costs

Proposers shall bear all costs associated with the preparation, Submission and clarification of their Submission. The Housing Agency will not be responsible and/or liable for any costs, expenses or losses which may be incurred by a Proposer in the preparation, submission or clarification of its Submission, regardless of the conduct or outcome of the process.

9.8 No Liability

Proposers may not rely on anything contained in this document as a representation of fact or promise regarding the future, nor as constituting the basis of a contract or lease that may be concluded, in relation to the Scheme. No contractual relationship, implied or otherwise, or any other legal obligation will arise between a Proposers and the Housing Agency or the Minister.

9.9 Confidential Information

If a Proposers considers that any of the information supplied in its Submission should not be disclosed because it is confidential, the Proposer should, when providing the information, identify that information as “confidential”. The Housing Agency shall not disclose confidential information, save as required by law.

9.10 Freedom of Information Requirements

The Housing Agency and the DHPLG are subject to the Freedom of Information Act 2014 (the “**FOI Act**”).

Where Proposers consider any information, they provide to be “commercially sensitive” or “confidential”, they shall mark the information as such. If requested by the Housing Agency, Proposers must provide the Housing Agency with the reasons why they consider such information to be commercially sensitive or confidential. Failure to do so may result in such information being released in

response to a request pursuant to the FOI Act. The Housing Agency will use reasonable endeavours to consult with Proposers about sensitive information before making decisions on any request received under the FOI Act. In the event that the Housing Agency decides to release particular information relating to a Proposer, the Proposer will have the option to appeal the Housing Agency's decision to the Information Commissioner (as referred to in the FOI Act).

If there is a conflict between any agreement between or requirement of the parties and the statutory requirements of the FOI Act, the FOI Act will prevail.

9.11 Canvassing

9.11.1 If any Proposer (or a person associated with a Proposer), in connection with this CFP, either:

- (a) canvasses or offers any inducement, fee or reward to any employee, servant or agent of the Housing Agency or its professional advisors; or
- (b) does anything which would constitute a breach of the Prevention of Corruption Acts 1889 to 2010 or the Registration of Lobbying Act 2015; or
- (c) approaches any employee, servant or agent of the Housing Agency or the DHPLG or his professional advisors, including for the purposes of soliciting information about this CFP;

that Proposer may be eliminated from the process, without prejudice to any other civil remedies available to the Housing Agency and without prejudice to any criminal liability which such conduct may attract.

9.12 Conflicts of Interest

Any actual or potential conflicts of interest arising, whether professional or commercial must be fully disclosed in writing to the Housing Agency as part of the process and on an on-going basis throughout the process, as soon as any actual or potential conflict becomes apparent.

In the event of an actual or potential conflict of interest arising, the Housing Agency will, in its absolute discretion, decide on the appropriate course of action, which may involve the exclusion of the relevant Proposers from the process. If the Housing Agency determines that no such conflict of interest arises or that the conflict of interest is immaterial, then the Housing Agency may decide to take no action.

APPENDIX 1 SUBMISSION CHECKLIST

Please note that you should complete the appropriate checklist depending on whether a response to the Call for Proposals or a Pre-Planning Enquiry is intended.

CALL FOR PROPOSALS SUBMISSION

The following documentation is required:

No	Item	Included Y/N
1.	Signed Declaration (Appendix 2)	
2.	Call for Proposals Form completed and signed (Appendix 3)	
3.	Letters of support from Funders (Appendix 5)	
4.	Site Location Map	
5.	Proof of ownership	
6.	Planning Permission	
7.	Layout and maps of development/proposed properties	
8.	Rent Valuation with comparables (see 4.1.5)	
9.	Part V Compliance	
10.	Construction/Delivery Programme	
11.	If delivery is through the acquisition of a property or existing portfolio has proof of vacancy been included (See 6.2.6)	
12.	If delivery is from existing portfolio has evidence being provided regarding funding arrangements (See 6.2.6(iii)(j))	

Declaration:

I/we have reviewed the requirements as set out in the Call for Proposals and confirm that all required documentation is included in our/ my submission

Signed on behalf of _____

PRE-PLANNING SUITABILITY ASSESSMENT CHECKLIST

The following documentation is required when submitting a Pre-Planning Enquiry:

No	Item	Included Y/N
1.	Signed Declaration (Appendix 2)	
2.	Pre-Planning Enquiry Form completed and signed (Appendix 4)	
4.	Site Location Map	
5.	Proof of ownership	
7.	Layout and maps of development/proposed properties	
8.	Statement of consistency with planning policy and infrastructural readiness.	
9.	Construction/Delivery Programme	

Declaration:

I/we have reviewed the requirements as set out in the Call for Proposals and confirm that all required documentation is included in my Pre-Planning Enquiry

Signed on behalf of _____

APPENDIX 2 MINIMUM REQUIREMENTS AND DECLARATION

Minimum Requirements

Part 1

A Proposer must meet all of the Minimum Requirements for its submission to be eligible for evaluation.

1. Declaration of Eligibility

To be considered for selection a Proposer must comply with the eligibility requirements set out below:

1.1. A Proposer who has been the subject of a conviction by final judgment for one or more of the reasons listed below shall be excluded from further consideration:

- (a) Participation in or membership of a criminal organisation; or
- (b) Corruption; or
- (c) Fraud; or
- (d) Money laundering; or
- (e) Terrorist financing.

1.2. A Proposer shall be excluded from further consideration who is subject to bankruptcy or insolvency procedure or process, as follows:

- (a) the Proposer is bankrupt or the subject of a bankruptcy petition; or
- (b) the Proposer, being a body corporate, is being wound up or the subject of proceedings for compulsory winding up; or
- (c) the Proposer's affairs are being administered by a court; or
- (d) the Proposer is the subject of proceedings in which it is sought to have the Proposer's affairs so administered; or
- (e) the Proposer has entered into an arrangement with creditors; or
- (f) the Proposer has suspended business activities; or
- (g) the Proposer is, in the opinion of the Housing Agency, in any situation analogous to any of those mentioned in subparagraphs (a) to (f) under a law of the State, another member state of the European Union or a third country relating to bankruptcy or insolvency of a kind specified in subparagraphs (a) to (f).

- 1.3. A Proposer may be excluded from further consideration:
- (a) who has been found guilty of professional misconduct by a competent authority that is authorised by law to hear and determine allegations of professional misconduct against persons that include the Proposer; or
 - (b) who has committed grave professional misconduct provable by means that the Housing Agency can demonstrate; or
 - (c) who has not fulfilled an obligation to pay a social security contribution as required by a law of the country or territory:
 - (i) where the Proposer ordinarily resides, or carries on business; or
 - (ii) in Ireland; or
 - (d) who has not fulfilled an obligation to pay a tax or levy imposed by or under a law of the country or territory:
 - (i) where the Proposer ordinarily resides, or carries on business; or
 - (ii) in Ireland; or
 - (e) who has provided a statement or information to the Housing Agency knowing it to be false or misleading or has failed to provide to the Housing Agency a statement or information that is reasonably required by Housing Agency.
- 1.4. Each Proposer must provide details in its Declaration of Eligibility where any of the paragraphs of this section 1.3 applies to it.

Part 2
Declaration of Eligibility

The following declaration must be completed and signed by the authorised representative of the Proposer and submitted along with the Submission.

Declaration

I _____ [Name]

of _____ [Proposer's name]

hereby declare that none of the grounds for exclusion listed in the Declaration of Eligibility of the all for Proposals for Enhanced Long Term Social Housing Leasing Scheme applies.

And

That none of the grounds detailed in paragraph 1.3 of Part 1 Appendix 2 applies save in respect of:

[provide full details to include any pending or threatened litigation or any other legal proceedings or regulatory investigations pending or threatened into the affairs of the Proposer]

I declare that I have taken all reasonable measures to confirm that this information is true and accurate as of this date.

For and on behalf of the Proposer:

Signed: _____

Print name: _____

Capacity: _____

Date: _____

APPENDIX 3 CALL FOR PROPOSALS FORM

Section 1: Proposer Details					
Proposer Name:					
Contact Name:					
Address:					
Direct Telephone No:					
Contact Email Address:					
Tax Clearance Certificate Number and Expiry Date:					
Section 2: Proposer Profile					
1. Proposer type:					
<i>Tick box</i>					
Investment bank	<input type="checkbox"/>	Sovereign wealth fund	<input type="checkbox"/>	Bank	<input type="checkbox"/>
Private equity fund	<input type="checkbox"/>	Limited company	<input type="checkbox"/>	REIT	<input type="checkbox"/>
Pension fund	<input type="checkbox"/>	DAC	<input type="checkbox"/>	Special Purpose Vehicle	<input type="checkbox"/>
Insurance company	<input type="checkbox"/>	QIF	<input type="checkbox"/>	Individual	<input type="checkbox"/>
Partnership	<input type="checkbox"/>	Other – specify below	<input type="checkbox"/>		<input type="checkbox"/>

Section 2: Proposer Profile	
<p>2. Corporate Structure: Please provide details of corporate structure, including Certificate of Incorporation, constitutional documents, if available, equity ownership (including names and addresses of shareholders), any guarantors. (Any additional information should be referenced here and attached to the Submission).</p>	
<p>3. Proposer team members: (If the proposer is working in conjunction with other parties please detail the names of those parties):</p>	
<p>4. Financial advisors: (If applicable specify the name of your financial and/or corporate advisors)</p>	
<p>5. Committed funding is a condition precedent for entry into an Agreement for Lease with a local authority. Proposers are required to provide a brief summary of their funding strategy to source committed funding to meet their Agreement for Lease and Lease obligations, to include, without limitation, delivery of units and delivery of services under the Lease</p>	
<p>6. Brief proposer profile This should include details of proposer’s current activities: <i>Please highlight what in your view is relevant activity</i></p>	

Section 3: Detailed Proposals for Scheme	
<p>7. Proposal Overview</p> <p>Please give overview of your proposal. This should include, but not limited to the number, type and location of properties, how it is felt that the proposal provides for a sustainable community, tenure mix in the area/development.</p> <p><i>You should pay attention to the detail listed in Sections 6 and 8 of the Call for Proposals (CFP)</i></p>	
<p>8. Delivery Strategy</p> <p>Please state how the properties are to be delivered i.e. acquisition / new build / vacant existing properties.</p> <p><i>Please ensure that you include all information required as set out in Section 6.2.6 (i, ii. And iii) of the Proposal depending on the delivery strategy being proposed</i></p>	
<p>9. Programme Delivery</p> <p>Please give details of the timeframe for the delivery of the properties clearly setting out dates when properties will be available for tenancing and the timing of works (if any) required to deliver the properties.</p>	
<p>10. Number and Type of Properties</p> <p>Please state</p> <ul style="list-style-type: none"> • Number of properties in the development • Number of properties included in this proposal • Type of properties (number of each type) 	

<ul style="list-style-type: none"> • 1 bedroom properties • 2 bedroom properties • 3 bedroom properties • 4+ bedroom properties 	
<p>11. Distribution of Properties</p> <p>Please provide details of where within the development the properties will be located, highlighting the tenure mix in areas where the properties are located, having regard to Criterion 2 of Section 8.3 and Criterion 5 of Section 8.4 of the CFP.</p>	
<p>12. Proposed Rent (see Section 4.1 of the CFP)</p> <p>a) Please state the Proposed Rent amount in Euros itemised per property type.</p> <p>b) Please state the monthly Open Market Rent, itemised per property type.</p> <p>c) Please state the percentage of the Open Market Rent that each of the Proposed Rents represents.</p> <p>As per Section 4 of the CFP, the maximum Proposed Rent is 95% of Open Market Rent. Open Market Rent is to be evidenced by a rent valuation report prepared by a qualified valuer, (being a Member of the Irish Auctioneers and Valuers Institute or of the Society of Chartered Surveyors Ireland or of such body of professional valuers or surveyors as shall for the time being have undertaken in Ireland the functions in the activity of property valuation currently performed by said institute or society) to evidence the Open Market Value per property type by referencing to three (3) comparable properties in the relevant area for each property type.</p>	

Section 3: Detailed Proposals for Scheme	
<p>13. Details of how the Repair and Maintenance obligations over the 25 years period will be met</p> <p>Any additional information should be referenced here and attached to the Submission</p>	
<p>14. Planning Status/Evidence that the proposed properties are compliant with all planning and building regulations</p> <p>Any additional information should be referenced here and attached to the Submission</p>	
<p>15. If applicable, please indicate the status of the utility connections to the proposed properties.</p>	
<p>16. Please provide evidence of compliance with Part V of the Planning and Development Acts</p>	
<p>17. Evidence, if appropriate, of a percentage of universal design properties</p> <p>This should include number and type of properties and the location of the properties in the development</p>	
Section 4: Other information	
<p>If you wish to include any other information with your Submission, please do so as an appendix to this form.</p>	

Section 4: Other information	
Please provide details of any specific funder requirements.	

Note that evidence of funder support is requested separately in Appendix 5.

Proposer name BLOCK CAPITALS

Proposer signature

Position held

DATE:

APPENDIX 4 PRE-PLANNING SUITABILITY ASSESSMENT FORM

Section 1: Proposer Details			
Proposer Name:			
Contact Name:			
Address:			
Direct Telephone No:			
Contact Email Address:			
Tax Clearance Certificate Number and Expiry Date:			
Section 2: Proposer Profile			
1. Proposer type:			
<i>Tick box</i>			
Investment bank	<input type="checkbox"/> Sovereign wealth fund	<input type="checkbox"/> Bank	<input type="checkbox"/>
Private equity fund	<input type="checkbox"/> Limited company	<input type="checkbox"/> REIT	<input type="checkbox"/>
Pension fund	<input type="checkbox"/> DAC	<input type="checkbox"/> Special Purpose Vehicle	<input type="checkbox"/>
Insurance company	<input type="checkbox"/> QIF	<input type="checkbox"/> Individual	<input type="checkbox"/>
Partnership	<input type="checkbox"/> Other – specify below	<input type="checkbox"/>	<input type="checkbox"/>

Section 2: Proposer Profile	
<p>2. Corporate Structure: Please provide details of corporate structure, including Certificate of Incorporation, constitutional documents, if available, equity ownership (including names and addresses of shareholders), any guarantors. (Any additional information should be referenced here and attached to the Submission).</p>	
<p>3. Proposer team members: (If the proposer is working in conjunction with other parties please detail the names of those parties):</p>	
<p>4. Financial advisors: (If applicable specify the name of your financial and/or corporate advisors)</p>	
<p>5. Brief proposer profile This should include details of proposer’s current activities: <i>Please highlight what in your view is relevant activity</i></p>	

Section 3: Detailed Proposals for Scheme	
<p>6. Proposal Overview Please give overview of your proposal. This should include, but not limited to the number, type and location of properties, how it is felt that the proposal provides for a sustainable community, tenure mix in the area/development. <i>You should pay attention to the detail listed in Sections 6 and 8 of the Call for Proposals (CFP) documents</i></p>	
<p>7. Delivery Strategy Please state how the properties are to be delivered i.e. planning timeline / new build / vacant existing properties. <i>Please ensure that you include all information required as set out in Section 6.2.6 (i, ii and iii) of the Proposal depending on the delivery strategy being proposed</i></p>	
<p>8. Programme Delivery Please give details of the timeframe for the delivery of the properties clearly setting out dates when properties will be available for tenancing and the timing of works (if any) required to deliver the properties.</p>	
<p>9. Proposers interest in property (owner, option to purchase etc.). <i>Note: If proposer is not the property owner, please provide evidence of sufficient interest in the property / properties (i.e. letter of consent from property owner)</i></p>	
<p>10. Number and Type of Properties to be Proposed Please state</p> <ul style="list-style-type: none"> • Number of properties in the proposed development 	•

Section 3: Detailed Proposals for Scheme	
<ul style="list-style-type: none"> • Number of properties included in this proposal • Type of properties (number of each type should be stated) <ul style="list-style-type: none"> ○ 1 bedroom properties ○ 2 bedroom properties ○ 3 bedroom properties ○ 4+ bedroom properties 	<ul style="list-style-type: none"> • •
<p>11. Distribution of Properties Please provide details of where within the development the proposed properties will be located, highlighting the tenure mix in areas where the properties are located, having regard to Criterion 2 of Section 8.3 and Criterion 5 of Section 8.4 of the CFP.</p>	
<p>12. Statement of Compliance with Planning Policy Any additional information should be referenced here and attached to the Submission, signed by a suitably qualified person in the area of the built environment.</p>	
<p>13. If applicable, please indicate the status of the utility connections to the proposed properties.</p>	
<p>14. Please provide intentions with respect to compliance with Part V of the Planning and Development Acts.</p>	
<p>15. Evidence, if appropriate, of a percentage of universal design properties This should include number and type of properties and the location of the properties in the development</p>	

Section 3: Detailed Proposals for Scheme	
Section 4: Other information	
If you wish to include any other information with your enquiry, please do so as an appendix to this form.	

Proposer name BLOCK CAPITALS

Proposer signature

Position held

DATE:

APPENDIX 5 FUNDER SUPPORT LETTERS (MODEL CERTIFICATES)

MODEL CERTIFICATE A: EQUITY PROVIDER SUPPORT LETTER

MODEL CERTIFICATE B: FUNDER SUPPORT LETTER (EXISTING FACILITIES)

MODEL CERTIFICATE C: FUNDER SUPPORT LETTER (NEW FACILITIES)

MODEL CERTIFICATE D: PRINCIPAL BANK SUPPORT LETTER

MODEL CERTIFICATE A: EQUITY PROVIDER SUPPORT LETTER

Ms. Claire Feeney,
Housing Agency,
53 Mount Street Upper,
Dublin 2.

Enhanced Long Term Social Housing Leasing Scheme (the “Project”)

Dear Ms. Feeney,

[Equity Provider Name] (the “**Equity Provider**”) is pleased to provide this letter, in support of [*Proposer’s Name*]’s submission on [●] (the “**Submission**”) for the Project in response to the Call for Proposals issued by the Housing Agency and the Department of Housing, Planning and Local Government on [●] (“**CFP**”). Capitalised terms used in this letter have the same meanings as are attributed to them in the CFP.

The Equity Provider confirms that:

- (a) we have received the appropriate approvals to underwrite the provision of the level of equity to the Proposer up to a maximum of €[●].
- (b) [*any other items as appropriate.*]

Yours faithfully,

[Equity Provider]

To be signed by the authorised representative for each Equity Provider.

MODEL CERTIFICATE B: FUNDER SUPPORT LETTER (EXISTING FACILITIES)

Ms. Claire Feeney,
Housing Agency,
53 Mount Street Upper,
Dublin 2.

Enhanced Long Term Social Housing Leasing Scheme (the “Project”)

Dear Ms. Feeney,

[Bank name] are pleased to provide this letter, in support of [Proposer’s Name] submission (the “**Submission**”) for the Project in response to the Call for Proposals issued by the Housing Agency and the Department of Housing, Planning and Local Government on [●] (“**CFP**”). Capitalised terms used in this letter have the same meanings as are attributed to them in the CFP.

In support of the [Proposer’s] Submission, we confirm the following:

- a. we have completed our due diligence in support of its Submission (which the [Proposer] has confirmed to us complies with the requirements of the CFP), subject only to the items in this letter;
- b. we have had a relationship with the [Proposer] for [*insert years*] and provide term facilities of € [●] ([amount in words] Euro);
- c. as of the date of this letter, sufficient headroom exists within these term facilities which are available to the [Proposer] to fund the Project. Specifically, €[●] ([amount in words] Euro) have been ring-fenced for sole use in respect of this Project;
- d. as of the date of this letter the [Proposer] is in full compliance with the terms of all banking facilities available to it. Furthermore, there are no impediments to the [Proposer] drawing these ring-fenced term facilities to fund the construction of the Project.

This letter is intended for your exclusive use and may not be relied upon or used by any other person. This letter is provided on the condition that the contents will be treated as strictly private and confidential and shall not be disclosed or quoted in whole or in part to any person other than the Housing Agency, the Minister and/or their respective advisers.

Yours sincerely

MODEL CERTIFICATE C: FUNDER SUPPORT LETTER (NEW DEBT FACILITY(IES))

Ms. Claire Feeney,
Housing Agency,
53 Mount Street Upper,
Dublin 2.

Enhanced Long Term Social Housing Leasing Scheme (the “Project”)

Dear Ms. Feeney,

[*Bank name*] are pleased to provide this letter, in support of [*Proposer’s Name*] submission (the “**Submission**”) for the Project in response to the Call for Proposals issued by the Housing Agency and the Department of Housing, Planning and Local Government on [•] (“**CFP**”). Capitalised terms used in this letter have the same meanings as are attributed to them in the CFP.

In support of the [Proposer’s] Submission, we confirm the following:

1. we have completed our due diligence sufficient to enable us to approve in principle debt facilities to the [Proposer] in support of its Submission (which the [Proposer] has confirmed to us complies with the requirements of the CFP), subject only to the items in this letter;
2. we have had a relationship with the [Proposer] for [*insert years*] and we have in principle approval to make available term facilities of € [•] ([*amount in words*] Euro) for sole use in respect in respect of this Project;
3. as of the date of this letter the [Proposer] is in full compliance with the terms of all banking facilities available to it.

This letter is intended for your exclusive use and may not be relied upon or used by any other person. This letter is provided on the condition that the contents will be treated as strictly private and confidential and shall not be disclosed or quoted in whole or in part to any person other than the Housing Agency, the Minister and/or their respective advisers.

Yours sincerely

MODEL CERTIFICATE D: PRINCIPAL BANK SUPPORT LETTER⁵

Ms. Claire Feeney,
Housing Agency,
53 Mount Street Upper,
Dublin 2.

Enhanced Long Term Social Housing Leasing Scheme (the “Project”)

Dear Ms. Feeney,

[*Bank name*] are pleased to provide this letter, in support of [*Proposer’s Name*] submission (the “**Submission**”) for the Project in response to the Call for Proposals issued by the Housing Agency and the Department of Housing, Planning and Local Government on [●] (“**CFP**”). Capitalised terms used in this letter have the same meanings as are attributed to them in the CFP.

In support of the [*Proposer’s*] Submission, we confirm the following:

- a. we are [*one of (if applicable)*] the principal account bank(s) of [*Proposer Name*] and have had a relationship with the [*Proposer*] for [*insert years*];
- b. as of the date of this letter [*Proposer Name*] has €[●] ([amount in words] Euro) of cash balances available to it which are free and clear of any restrictions;
- c. as of the date of this letter the [*Proposer*] has €[●] ([amount in words] Euro) ringfenced and available in support of its submission for the sole purpose of meeting its obligations under the project; and
- d. as of the date of this letter the [*proposer*] is on full compliance with the terms of all our banking facilities available to it.

This letter is intended for your exclusive use and may not be relied upon or used by any other person. This letter is provided on the condition that the contents will be treated as strictly private and confidential and shall not be disclosed or quoted in whole or in part to any person other than the Housing Agency, the Minister and/or their respective advisers.

Yours sincerely

⁵ To be one of the principal account banks identified in the annual financial statements of the Proposer. Where the Proposer group consists of more than one member, a letter in respect of each member is required. The Proposer may be asked to provide a refresh of the letter(s) in the same or substantially the same terms at a date on or prior to financial close

APPENDIX 6 STEP BY STEP PROCESS GUIDELINES

Stage 1: Assessment (indicative minimum timeframe 20 working days)

Actions
1.1 Proposer checks the eligibility of their proposal for the scheme. Proposer prepares and submits the Call for Proposal Form to Housing Agency (HA), together with a signed Declaration and signed copies of the Support Letter(s).
1.2 HA carry out initial check of the Submission for completeness and compliance.
1.3 HA carry out assessment of compliance with the requirements of Section 6 and the Minimum Requirements, following which it evaluates the Submission under the Assessment Criteria outlined in Section 8 of the CFP.
1.4 If a Submission fails to pass Criterion 1 (Suitability for Social Housing) (Section 8.3) the Submission will not be considered further. If the submission fails to pass Criterion 2 (Appropriateness for the Scale and Mixed Tenure of the Proposal) (Section 8.3) because the number of properties is too high, the HA will advise the Proposer and give them an opportunity to adjust their Submission within a fixed period of time. If no adjustment is made or it is not to the satisfaction of the HA the Submission will not be considered further and the Proposer will be advised accordingly.
1.5 HA sends Proposed Rents and supporting valuation reports to the Local Authority for review. If rents are accepted Submission proceeds directly to step 1.7 below.
1.6 If Local Authority does not accept Proposed Rents and alternative Proposed Rents are either not put forward by the Proposer or not accepted by the Local Authority, as further described in Section 4.2 of the CFP, the HA, with the agreement of the Proposer and at the Proposer's cost, engages the Independent Valuer to determine the Open Market Rent. Proposer is then advised of Independent Valuer's determination as to the Open Market Rent(s). Proposer then submits revised Proposed Rents, calculated by reference to the Open Market Rent(s) determined by the Independent Valuer. The submission proceeds to step 1.7.

Actions
1.7 Following the final evaluation of all Submissions, Submissions that have successfully fulfilled the Assessment Criteria shall be ranked based on the scores achieved for Criteria 3 – 7 (Section 8.4). Ranking of Submissions will be required only in the circumstances outlined in Section 8.2.2(ii) of the CFP.
1.8 HA informs Proposer in writing of their successful submission and, where applicable, their ranking, including an indication of where their Submission ranked in the relevant Local Authority.

Stage 2: Activation of Proposal (indicative minimum timeframe 5 working days)

Actions
2.1 Local Authority, having regard to the local resources, will inform the HA to activate a Proposal and request the Proposal proceeds to Stage 3
2.2 HA to inform Proposer of activation of proposal by Local Authority and that the Proposal is proceeding to Stage 3. Any additional due diligence information required from the Proposer is requested by HA.

Stage 3: Pre-AFL (indicative minimum timeframe 30 working days)

Actions
3.1 Proposer must submit the requested information to the HA.
3.2 HA with assistance from its advisors and in consultation with the relevant Local Authority, coordinates due diligence of the Proposal i.e. legal title, confirmation of funding, etax clearance etc.
3.3 HA prepares coordinates execution versions of Agreement for Lease and Lease.
3.4 HA to coordinate Local Authority's approval from the Department for project, including final funding approval.
3.5 Agreement for Lease signed by parties.

Stage 4: Pre-Lease and Lease (indicative minimum timeframe 25 working days)

Actions
4.1 Proposer finalises delivery of properties as per target date and informs Local Authority and HA of completion.
4.2 Local Authority surveyor carry out inspection of properties.
4.3 Sign off on properties between Local Authority and Proposer.
4.4 Lease is released, as per agreed mechanism, from escrow.
4.5 Rental payments commence as per the terms of the Lease.

APPENDIX 7 FORM OF AGREEMENT FOR LEASE AND LEASE

DATED THE

DAY OF

20

Housing Acts 1966 - 2015

LONG TERM LEASING OF PRIVATELY OWNED PROPERTY

AGREEMENT FOR LEASE

NAME OF LESSOR: _____

NAME OF LESSEE: _____

UNIT: _____

This is a sample legal template. Independent legal advice should be sought before entering into this agreement.

[PROPERTY REGISTRATION AUTHORITY

County [Insert County]

FOLIO [Insert Folio No]]

THIS AGREEMENT FOR LEASE made the _____ day of _____ 201

BETWEEN

1. _____ of/having its registered office at _____ which expression shall where the context so admits or requires include its successors and assigns (the “**Lessor**”)².

AND

2. _____ of/having its registered office at which expression shall where the context so requires, include any statutory successors AND assigns (the “**Lessee**”)

BACKGROUND

1. The Lessor wishes to enter into a long-term leasing agreement to provide residential properties for social housing use.
2. To this end, the Lessor intends to [acquire, construct and/or refurbish] the Property with the intention of granting an internal lease of the Unit in the form of the Lease to the Lessee subject to the terms of this Agreement.

WITNESSETH as follows:

1 DEFINITIONS

In this Agreement, any capitalised terms which are not otherwise defined in this Agreement shall have the same meaning as in the Lease unless the context otherwise requires:

- 1.1 “Act” means every Act of Parliament or of the Oireachtas that is relevant to the Property or its use or anything or any person on or about the Property at any time including unless a contrary intention is stated (without limitation) every Act of Parliament or of the Oireachtas whether named in this Lease or not or whether in force today or not and any subsequent statutory re-enactment amendment or modification of any Act of Parliament or of the Oireachtas and any other order regulation directive bye-law rule made or granted under any Act of Parliament or of the Oireachtas or by any

public or local authority (acting in its official capacity) or by any Court of competent jurisdiction

- 1.2 “Building Control Act” means the Building Control Acts 1990 to 2014;
- 1.3 “Building Control Regulations” means the Building Regulations 1997 to 2013 the Building Control Regulations 1997 to 2015, the Building Control (Amendment) Regulations 2014 and any Code of Practice for Inspecting and Certifying Buildings and Works published from time to time in exercise of the powers conferred by the Building Control Act;
- 1.4 “Certificate of Compliance on Completion” means a certificate of compliance on completion in the form required pursuant to the Building Control Regulations;
- 1.5 “Certificate of Practical Completion” means a certificate issued by the Lessor’s Architect certifying that the Lessor’s Works have reached Practical Completion in accordance with the provisions of this Agreement;
- 1.6 “Completion Date” means the date the Lease is granted pursuant to clause 8.1.2.
- 1.7 “Condition” means the Lessor acquiring good and marketable title (within the meaning of that term in current Law Society Guidelines) to the Property to the satisfaction of the Lessee (acting reasonably) and in accordance with the provisions of this Agreement.
- 1.8 “Date of Practical Completion” means the date specified as such in the Certificate of Practical Completion or which is determined to be the Date of Practical Completion in accordance with the applicable provisions in clause 5;
- 1.9 “Deed of Assurance” means the deed of assurance which grants, conveys, assigns and /or transfers good and marketable title to the Property to the Lessor;
- 1.10 “Force Majeure” means:
- (i) war, civil commotion arising in or affecting Ireland;
 - (ii) any official or unofficial strike, lock-out, labour dispute generally affecting the construction industry or a significant sector thereof;
 - (iii) damage by fire or other risks that the Lessor is obliged to insure pursuant to the Lease; or
 - (iv) exceptionally adverse weather conditions

which directly causes the Lessor to be unable to comply with all or a material part of its obligations under this Agreement;

- 1.11 “Fit Out Works” means the works required to complete and furnish the Property with contents as per the Specification and in compliance with all Statutory Requirements and the Housing (Standards for Rented Houses) Regulations 2017 making the Property ready and fit for occupation for the Permitted Use.
- 1.12 “Housing Agency” means the Housing Agency having its principal office at 53 Mount Street Upper, Dublin 2
- 1.13 “Independent Architect” means such independent architect as may be appointed (in default of agreement by the Lessor and the Lessee) by the President for the time being of the Royal Institute of Architects in Ireland on the application of either the Lessor or the Lessee;
- 1.14 “Independent Solicitor” means a suitably qualified, competent and experienced solicitor of no less than 10 years standing with experience in conveyancing as may be agreed between the Lessor and the Lessee or in default of agreement within five (5) Working Days as may be nominated by the President for the time being of the Law Society of Ireland on the application of either the Lessor or the Lessee.
- 1.15 “Lease” means the lease of the Unit to be granted to the Lessee pursuant to the terms of this Agreement in the agreed form contained in Schedule 2;
- 1.16 “Lessee” means the party named as Lessee at the commencement of this Agreement and includes the person entitled for the time being to the Lessee's interest in this Agreement;
- 1.17 “Lessee’s Solicitors” means [Insert Solicitor Details] or such alternative solicitor or firm of solicitors as the Lessee may from time to time nominate for the purposes of this Agreement;
- 1.18 “Lessee’s Surveyor” means [Insert details] or such alternative surveyor as the Lessee may from time to time nominate for the purposes of this Agreement;
- 1.19 “Lessor” means the party named as Lessor at the commencement of this Agreement and includes the party permitted for the time being to hold the Lessor’s interest in this Agreement;
- 1.20 “Lessor’s Architect” means [Insert Solicitor Details] or such other firm of architects as may from time to time be nominated in writing by the Lessor;

- 1.21 “Lessor’s Solicitor” means [Insert Solicitor Details] or such alternative solicitor or firm of solicitors as the Lessee may from time to time nominate for the purposes of this Agreement;
- 1.22 “Lessor’s Works” means the works and services to be carried out and completed by the Lessor in accordance with the provisions of this Agreement and as described in Schedule 4 to include the Fit Out Works;
- 1.23 “Local Authority” means the relevant local authority in which the Property is located and/or any other competent authority;
- 1.24 “Long Stop Date” means the date that is [Insert Date]⁶ Months from the date of this Agreement or such other date as the Lessor and the Lessee may jointly agree in writing.
- 1.25 “Main Contractor” means such building contractor or contractors as may from time to time be nominated in writing by the Lessor for the carrying out of the Lessor’s Works;
- 1.26 “Month” means a calendar month;
- 1.27 “Minor or Trivial Defects” shall mean:
- (a) hair cracks in plaster work;
 - (b) defects or damage in paintwork or decoration;
 - (c) normal shrinkage or expansion of timber;
 - (d) defects in plaster work or damage occurring in the work by reason of the operation of any central heating system; and/or
 - (e) any other minor defects which by their nature do not prevent the functional occupation of the Unit.
- 1.28 “MUDs Act” means the Multi-Unit Development Act, 2011 and any subsequent statutory re-enactment amendment or modification;
- 1.29 “MUDs Act Compliant” means in respect of the Unit and / or the Property comprised within a Multi-Unit Development that the documents listed in Schedule 3 have either (i) been furnished to the Lessee’s Solicitor or (ii) where the Lessee has accepted in writing that same will not be available until after the Completion Date, the Lessor has agreed in writing to provide same within a period to be agreed after the Completion Date.
- 1.30 “Multi-Unit Development” has the same meaning as that term is defined in the MUDs Act;

⁶ The Long Stop Date is to be a fixed period of time, up to a maximum period of 12 months. The fixing of the period of time will be at the discretion of the Housing Agency.

- 1.31 “OMC” means if applicable an owners’ management company for any Multi-Unit Development relevant to the Property;
- 1.32 “Permitted Use” means use solely for residential purposes;
- 1.33 “Property” means the lands and premises described in Part 1 of Schedule 1 to this Agreement, of which the Unit forms part;
- 1.34 “Planning Acts” means the Planning and Development Acts, 2000 to 2017 and the Building Control Act;
- 1.35 “Possession Date” means the date which is the first Working Day after the Date of Practical Completion;
- 1.36 “Practical Completion” means the Lessor’s Works (including the Fit Out Works) have been carried out and completed to such a state that the Unit can be taken over by the Lessee for the Permitted Use;
- 1.37 “Requisite Consents” means any requisite planning permission(s), fire safety certificate(s), disability access certificate(s) and any regulations or other requirements under the Planning Acts, Building Control Act and all other consents, approvals or licences of and from all competent authorities and any fire officer or pursuant to any relevant law required for or in connection with the Lessor’s Works or lawfully to enable the Lessor’s Works to be commenced, carried out and completed;
- 1.38 “Safety Regulations” means the Health, Safety and Welfare at Work Acts 2005 and 2010 as amended and any other regulation, instrument, direction, scheme or permission made under it or deriving validity from it including without limitation the Safety, Health and Welfare at Work (Construction) Regulations 2001-2008 and the Safety, Health and Welfare at Work (General Application) Regulations 2007;
- 1.39 “Specification” means the plans and specification(s) for the Lessor’s Works (including the Fit-Out Works) attached at or referred to in Schedule 5;
- 1.40 “Schedule of Condition” means a schedule of condition of the Property to be inserted in the Second Schedule to the Lease;
- 1.41 “Statutory Requirements” means all necessary permission, consents, approvals, licences and permits including all requirements under the Planning Acts, Building Control Act and Regulations made thereunder, Fire Safety Certificates, Disability Access Certificates, Local Authority requirements, requirements under the Residential Tenancy Acts necessary for the use and enjoyment of the Unit.

- 1.42 "Target Date" means the date that is [Insert Date] Months from the date of this Agreement or such other date as the Lessor and the Lessee may jointly agree in writing.
- 1.43 "Term Commencement Date" means the Completion Date;
- 1.44 "Unit" means the premises described in the Part 2 of the Schedule 1 to this Agreement, forming part of the Property;
- 1.45 "Working Day" means any day other than a Saturday or Sunday or any Bank or Public Holiday or any of the seven days immediately succeeding Christmas Day

2 INTERPRETATION

- 2.1 Where two or more persons are included in the expression "the Lessor" or "the Lessee" such expression shall include all or either or any of such persons and the covenants which are expressed to be made by the Lessor or the Lessee shall be deemed to be made by or with such persons jointly and severally.
- 2.2 Unless the context otherwise requires:
- 2.2.1 words importing a person include any unincorporated association or corporate body and vice versa;
- 2.2.2 any reference to the masculine gender includes reference to the feminine gender and any reference to the neuter gender includes the masculine and feminine genders;
- 2.2.3 any reference to the singular includes reference to the plural.
- 2.3 Any covenant by the Lessee not to do any act or thing includes an obligation not to permit such act or thing to be done in respect of the Unit.
- 2.4 Any consent or approval of the Lessee required under this Agreement shall be required to be obtained before the act or event to which it applies is carried out or done and shall be effective only when the consent or approval is given in writing.
- 2.5 Any reference to a statute (whether specifically named or not) or to any sections or sub-sections therein includes any amendments or re-enactments thereof for the time being in force and all statutory instruments, orders, notices, regulations, directions, by-laws, certificates, permissions and plans for the time being made, issued or given thereunder or deriving validity therefrom.

- 2.6 Headings are inserted for convenience only and do not effect the construction or interpretation of this Agreement.
- 2.7 Any reference to a clause, sub-clause or schedule means a clause, sub-clause, appendix or schedule of this Agreement.
- 2.8 If any term or provision in this Agreement is held to be illegal or unenforceable in whole or in part, such term shall be deemed not to form part of this Agreement but the enforceability of the remainder of this Agreement is not affected.
- 2.9 Any reference to any Society, Institute or other professional body shall include any other body established from time to time in succession to or in substitution for or carrying out the function formally carried out by that Society, Institute or other professional body.

3 AGREEMENT TO GRANT OF LEASE

Subject to satisfaction of the Condition and to the terms of this Agreement, the Lessor agrees to grant to the Lessee and the Lessee agrees to take the Lease in accordance with the provisions of this Agreement on the Completion Date.

4 [CONDITION

- 4.1 The obligations of the Lessee to take the Lease and of the Lessor to grant the Lease under or by virtue of this Agreement are subject to and conditional on the Condition being wholly fulfilled on or before the Long Stop Date.
- 4.2 The Lessor covenants to use all reasonable endeavours to ensure that the Condition is wholly fulfilled on or before the Target Date at its own cost and expense.
- 4.3 The Lessor shall pursue and progress the acquisition of the Property to satisfy the Condition diligently and professionally and shall at its own expense use reasonable endeavours to obtain the Deed of Assurance as soon as reasonably possible from the date of this Agreement. The Lessor shall keep the Lessee fully advised of all progress and any likely issues in relation to the acquisition of the Property upon request.
- 4.4 Within five (5) Working Days following completion of the acquisition of the Property by the Lessor, the Lessor shall furnish the Lessee with a certified copy of the Deed of Assurance, together with all necessary proofs that the Lessor's title to the Property is good and marketable within the meaning of that term in current Law Society Guidelines and such other documents as the Lessee or the Lessee's Solicitor reasonably requests for the Lessee to determine whether title to the Property is in the opinion of the Lessee good and marketable title (together the "**Title Documents**").

- 4.5 The Lessee shall notify the Lessor in writing within twenty (20) Working Days of receipt by the Lessee from the Lessor of all the Title Documents whether or not title to the Property is good and marketable (acting reasonably). If title to the Property is not good and marketable to the Lessee based on the Title Documentation provided to the Lessee, the Lessee shall also furnish details to the Lessor of the reasons for its decision and the provisions of clause 4.6 and 4.8 shall apply.
- 4.6 If a dispute or difference arises between the Lessor and the Lessee in relation to whether the Title Documents provided to the Lessee constitutes good and marketable title to the Property, either party may refer the determination of such a dispute to the Independent Solicitor for determination as an expert who shall give a decision within five (5) Working Days of the matter in issue being referred to the Independent Solicitor. The cost of the Independent Solicitor shall be a matter for the Lessor entirely. All parties shall facilitate the relevant Independent Solicitor having such access as the Independent Solicitor may reasonably require to all information to assist the expert.
- 4.7 If no notice is given by the Lessee that the title to the Property is not good and marketable to the Lessee based on Title Documents provided to the Lessee within the period specified in clause 4.5 then title to the Property shall be deemed to be satisfactory to the Lessee and the Condition shall be deemed to be satisfied.
- 4.8 If notice is given by the Lessee to the Lessor that title to the Property is not good and marketable title in accordance with clause 4.5 then the Condition will not be satisfied and, subject to the provisions of clause 4.6, clause 4.10 will apply.
- 4.9 The Condition shall be fulfilled on the date the Lessee has agreed or is deemed (pursuant to the clause 4.7 of this Agreement) to have agreed that title to the Property based on the Title Documentation provided to the Lessee is good and marketable title or the next Working Day after the Independent Solicitor has confirmed that title to the Property based on the Title Documents provided to the Lessee constitutes good and marketable title to the Property .
- 4.10 If the Condition has not been satisfied by the Long Stop Date or if the Lessee notifies the Lessor in accordance with clause 4.8 that title to the Property is not good and marketable title then the Condition shall be deemed for the purposes of this Agreement not to have been satisfied and the obligations of the Lessor and the Lessee under this Agreement in relation to inter alia the Unit shall determine and cease to have effect and this Agreement shall automatically terminate and be at an end.]

5 LESSOR'S WORKS

- 5.1 Subject to satisfaction of the Condition, the Lessor covenants with the Lessee to carry out and complete the Lessor's Works (including the Fit-Out Works) to the Property by the Target Date.
- 5.2 The Lessor shall procure that the Practical Completion has been achieved as soon as reasonably practicable and prior to the Target Date:
- 5.2.1 in a good and workmanlike manner and in accordance with good building practice;
 - 5.2.2 with good and suitable materials;
 - 5.2.3 in accordance with the Specification, all Acts, the Requisite Consents and the Statutory Requirements.
- 5.3 At the Date of Practical Completion, the Lessor will leave the Property in full repair and in good and clean condition cleared of all unused building materials, plant and equipment used or in connection with any works carried out at the Property.
- 5.4 If any of the materials specified in the Specification that are required to achieve Practical Completion are not obtainable within a reasonable time or at a reasonable cost the Lessor may substitute such other materials as are of equivalent or superior standard and which are so obtainable.
- 5.5 The Lessor shall have the right to make all such minor variations and/or additions to the Lessor's Works and/or the Specification as may be necessary to implement and/or comply with any Requisite Consents or any requirement of the Local Authority subject to the prior written consent of the Lessee (not to be unreasonably withheld or delayed).
- 5.6 With respect to Statutory Requirements in relation to carrying out the Lessor's Works at the Property
- 5.6.1 the Lessor will at its own cost apply for and use all reasonable endeavours to obtain all Requisite Consents from time to time as may be appropriate before and throughout the course of any work on the Property; and
 - 5.6.2 if a Statutory Requirement is refused the Lessor will appeal against the refusal or take such action as may be appropriate in order to achieve Practical Completion of the Lessor's Works.
- 5.7 There shall not be used on or in connection with the Property any materials or substances for the time being not approved or not recommended by the current Irish Standards and Codes of Practice (so far as they may be applicable to the Property) as being of deleterious unsatisfactory or unsuitable quality.

- 5.8 The Lessor will keep the Lessee informed of:
- 5.8.1 the progress of the Lessor's Works; and
 - 5.8.2 any material issues or delays affecting the Lessor's Works on the Property.
- 5.9 The Lessee and his professional advisers may by arrangement with the Main Contractor enter the Property in order to inspect and view the state and progress of the Lessor's Works and the materials used but in doing so the Lessee and his professional advisers:
- 5.9.1 will use reasonable endeavours not to impede or obstruct the progress of the Lessor's Works; and
 - 5.9.2 will not issue any instructions to the Main Contractor or any workman employed on the Property but will address any requirement comment or complaint only to the Lessor.

6 JOINT INSPECTION

- 6.1 The Lessor shall procure that the Unit is fitted-out and furnished to a standard acceptable to comply with the Housing (Standards for Rented Houses) Regulations 2017 (as amended or replaced) by carrying out the Fit-Out Works as soon as reasonably practicable prior to the Target Date, pursuant to the provision of this Agreement in compliance with all Statutory Requirements and in accordance with the Specification.
- 6.2 Prior to any issue of a Certificate of Practical Completion, the Lessee's Surveyor and the Lessor's Surveyor shall carry out a joint inspection of the Unit within five (5) Working Days of receipt by the Lessee of notice that the Unit is available and ready for inspection.
- 6.3 The Lessee's Surveyor and the Lessor's Surveyor shall use their respective best endeavours to agree a list of any defects (other than Minor or Trivial Defects) to be carried out to the Unit within five (5) Working Days of the joint inspection to achieve Practical Completion.
- 6.4 The Lessor shall remedy any defects identified in the list to be agreed pursuant to clause 6.3 as soon as practicable and following remedy of such defects the Lessor's Surveyor shall notify the Lessee accordingly and give the Lessee's Surveyor an opportunity within a further ten (10) Working Days to carry out a final joint inspection during which the Lessor's Surveyor and the Lessee's Surveyor shall either agree that the defects identified in the list have been remedied (which agreement shall

be binding on the parties hereto) or agree what defects on the list remain to be remedied. If defects remain to be remedied the Lessor shall remedy these remaining defects as soon as practicable and on same being remedied the Lessor's Surveyor shall issue a certificate to the Lessee's Surveyor certifying that all listed defects have been remedied.

- 6.5 The Lessee's Surveyor shall be given a further five (5) Working Days to inspect following issue of the Lessor's Surveyor's certificate and if the Lessee disputes the validity of such certificate based on the defects not being properly remedied within ten (10) Working Days of receipt of the certificate by the Lessee's Surveyor then the matter shall be referred to the Housing Agency for determination. The decision of the Housing Agency (including its representative, servant or agent) shall be final and binding on the parties.
- 6.6 Following Practical Completion of the Lessor's Works (and the Fit-Out Works) to the satisfaction of the Lessee (acting reasonably), the Lessor shall procure the issue of the Certificate of Practical Completion.
- 6.7 The Date of Practical Completion shall therefore be deemed to be the date: -
- 6.7.1 the Lessor's Surveyor and the Lessee's Surveyor have agreed that the defects identified in the list prepared pursuant to **clause 6.3** have been remedied; or
 - 6.7.2 the Lessor's Surveyor's certificate has not been disputed within the period specified in **clause 6.5**; or
 - 6.7.3 the Housing Agency has determined that the Lessor's Surveyor's certificate is valid based on the defects being properly remedied
- then the Unit shall be deemed for the purposes of this Agreement to have achieved Practical Completion.
- 6.8 The Lessor's Surveyor and the Lessee's Surveyor shall use their respective best endeavours to agree the Schedule of Condition within five (5) Working Days of the final joint inspection to be prepared by the Lessor at the Lessor's cost.
- 6.9 Where Minor or Trivial Defects remain on the Date of Practical Completion this shall not delay the Certificate of Compliance on completion, but the Lessor shall, on receipt of a written request from the Lessee to do so, remedy same and any defects arising within twelve (12) months of the Date of Practical Completion.
- 6.10 Without prejudice to the foregoing provisions of clause 6, it is hereby acknowledged by the Lessor that the Lessee's Surveyor is engaged to carry out inspections on behalf of the Lessee only and neither the Lessee's Surveyor nor the Lessee shall have any liability to the Lessor arising therefrom.

7 LESSEE'S COVENANTS

The Lessee shall on the Completion Date accept the Lease from the Lessor.

8 COMPLETION

8.1 Grant of the Lease

8.1.1 The Lease and a counterpart of it shall be duly executed by the Lessee on the execution of this Agreement and shall be held in escrow by the Lessor's Solicitors pending execution by the Lessor and delivery from escrow in accordance with this Agreement.

8.1.2 The Lessor shall within five (5) Working Days after the Date of Practical Completion grant the Lease to the Lessee in accordance with the terms and conditions of this Agreement, which shall be the "Completion Date" for the purposes of this Agreement.

8.1.3 Unless the Lessor decides otherwise, the grant of the Lease shall be completed at the office of the Lessor's Solicitors and the documents to be delivered pursuant to clause 8.3 of this Agreement shall be delivered at the same time.

8.2 Rent Free Period

8.2.1 The Lessor will use its reasonable endeavours to procure the Completion Date by the Target Date provided however that if the achieving of the Practical Completion by the Target Date is disrupted or delayed due to one or more acts of Force Majeure, then the Target Date shall be extended by a reasonable period acceptable to the Lessee equivalent to that during which the Lessor's Works or any of them are so disrupted or delayed due to one or more acts of Force Majeure.

8.2.2 Any dispute arising between the parties in relation to any extension of the Target Date under clause 8.2.1 shall be referred to the Independent Architect for determination as an expert and the determination of the Independent Architect on such matters in dispute shall be final and binding on the parties to this Agreement (save in the case of manifest error or fraud). The Independent Architect shall give a decision within ten (10) Working Days of the matter in issue being referred to the Independent Architect. The Lessor and the Lessee shall facilitate the relevant Independent Architect having such access to all information as the Independent Architect may reasonably require to make his determination. The cost of the Independent Architect shall be a matter for the Lessor entirely.

8.2.3 Subject to clauses 8.2.1 and 8.2.2, if the Completion Date is not achieved on or before the Target Date, then the Lessee shall, as and from the Term Commencement Date, automatically be granted a rent-free period for the purposes of the Rent firstly reserved under the Lease, such rent-free period shall be calculated based on the aggregate number of days by which the Completion Date exceeds the Target Date **TO THE INTENT** that the Lessee shall be entitled to a rent-free period equating to one day's Rent for each day that the Completion Date exceeds the Target Date.

8.3 Details to be inserted

Prior to the delivery of the original Lease by the Lessor to the Lessee the Lessor shall and is hereby authorised to insert dates consistent with this Agreement into the original and the counterpart of the Lease in each case first approved in writing by the Lessee or the Lessee's Solicitor and insert colour copies of the Schedule of Condition in the Second Schedule to the Lease.

8.4 Delivery of Documents

On the Completion Date the Lessor or the Lessor's solicitor shall deliver to the Lessee's Solicitor the following: -

8.4.1 the original of the Lease executed by the Lessor (to include the Deed of Assurance);

8.4.2 certified copy of the Lessor's prima facie title to the Property;

8.4.3 certifies copies of all planning documentation in relation to the Property to include without limitation all applicable planning permission, opinion(s) on compliance with planning permission, opinion(s) on compliance with building regulations, fire safety certificate(s), disability access certificate(s);

8.4.4 all documentation in accordance with replies given to pre-lease enquiries made by the Lessee's solicitors, to include a family law declaration, section 72 declaration and a company secretary certificate;

8.4.5 an opinion on compliance with planning permission or exemption as the case may be in the usual RIAI or IEI form from a duly qualified architect or engineer in respect of the Lessor's Works;

8.4.6 an opinion on compliance from a duly qualified architect or engineer in the usual RIAI or IEI form that the Lessor's Works are in substantial compliance with the Building Control Regulations or, if applicable, evidence that a Certificate of Compliance on Completion has been validated and registered by the Building Control Authority for the Lessor's Works;

8.4.7 BER Certificate and Advisory Report;

8.4.8 evidence that any conditions of a financial or security nature imposed in the Requisite Consents relating to the Lessor's Works have been complied with or are deemed complied with in respect of the Premises;

8.4.9 if applicable, evidence that the Property is MUDs Act Compliant;

8.4.10 if applicable, evidence of satisfaction in full of any obligations pursuant to Part V of the Planning and Development Act 2000; and

8.4.11 Any other completion deliverable reasonably requested by the Lessee in accordance with good leasing practice.

8.5 The Lessee shall be entitled to take possession and commence occupation of the Unit subject to the provisions of this Agreement on the Completion Date.

9 ALIENATION

The Lessor hereby covenants with the Lessee not to assign, transfer or assure the Lessor's interest in this Agreement without the prior consent in writing of the Lessee.

10 TERMINATION

10.1 If at any time prior to the date of satisfaction of the Condition or prior to the Date of Practical Completion Date it becomes clear that the acquisition, construction or refurbishment of the Property by the Lessor in accordance with the provisions of this Agreement cannot proceed due to events, circumstances or causes beyond its reasonable control and satisfactory evidence has been furnished to the Lessee, then the Lessee may (at its discretion) at any time thereafter on service of notice in writing on the Lessor terminate this Agreement with immediate effect. On such termination this Agreement shall be at an end and neither party shall have any claim for costs, compensation or otherwise against the other arising in relation to this Agreement or the Property.

10.2 Notwithstanding any provision of this Agreement, if the Completion Date has not occurred by the Long Stop Date, then the Lessee may at any time thereafter on service of written notice on the Lessor terminate this Agreement with immediate effect. On such termination this Agreement shall be at an end and neither party shall have any

claim for costs, compensation or otherwise against the other arising in relation to this Agreement or the Property.

11 NOT A DEMISE

This Agreement is not intended nor shall it operate or be deemed to operate either at law or in equity as a demise of the Property notwithstanding that the Lessor could deliver or that either the Lessor or the Lessee or either of them could specifically enforce the delivery of the Lease nor shall the Lessee have or be entitled to any estate, right or interest in the Property or any part thereof or in any materials in or upon the same or any part thereof nor shall the relationship of landlord and tenant exist or arise or be deemed to exist or arise between the Lessor and the Lessee.

12 NOTICES

12.1 All notices requests demands approvals consents and other communications hereunder shall be in writing and shall be duly and validly given if delivered by hand or sent by pre- paid ordinary post to the party at its address set forth above or at any other address such party may specify from time to time by written notice to the other party and shall be deemed to have been received in the case of delivery by hand at the time of delivery and in the case of posting on the second Working Day after the day of posting.

12.2 The address of the Lessor for the service of any notices, requests or other communications is:

Address: [●]

Attention: [●]

12.3 The address of the Lessee for the service of any notices, requests or other communications is:

Address: [●]

Attention: [●]

13 NO MERGER

Notwithstanding the grant of the Lease, the terms and conditions of this Agreement shall remain in full force and effect and shall not be deemed to have merged or be discharged insofar as they remain to be observed and performed.

14 LEGAL COSTS

Both the Lessor and the Lessee shall be responsible for their own fees, expenses and costs in relation to and incidental to the preparation, negotiation and completion of this Agreement and the grant of the Lease.

15 APPLICABLE LAW

This Agreement shall in all respects be governed by and interpreted in accordance with the laws of Ireland.

16 DISPUTES

Other than in respect of matters set out in clause 4.6 and 8.2.2 of this Agreement, all differences and disputes between the Lessor and the Lessee as to the construction of this Agreement or as to any matter or thing arising hereunder shall be submitted to arbitration by a sole arbitrator to be appointed, in the absence of agreement between the parties, on the application of either of them to the President (or other Officer endowed with the functions of such President) for the time being of the Society of Chartered Surveyors in Ireland or in the event of the President or any other Officer as aforesaid being unable or unwilling to make the appointment by the next senior Officer of that Society who is so able and willing to make the appointment and such arbitration shall be governed by the Arbitration Act 2010 (as amended).

17 STATUTORY CERTIFICATES

It is hereby certified that for the purposes of Section 238 of the Companies Act 2014 the

Lessor and the Lessee are not connected parties.

IN WITNESS whereof the parties hereto have executed this Agreement in the manner following and on the day and year first above **WRITTEN**.

SCHEDULE 1

**Part 1
(the Property)**

[•]

**Part 2 (the
Unit)**

[•]

**SCHEDULE 2
(Form of Lease)**

SCHEDULE 3
MUDs Act Compliance Documentation (if applicable)

1. Written confirmation of the name, company number and registered office details of the OMC incorporated for the Development;
2. A Companies Registration Office (“CRO”) print-out or Law Searches CRO searches confirming that the OMC’s registration status is “normal” as of the Completion Date;
3. A certified copy of the Memorandum and Articles of Association of the OMC confirming compliance, where relevant, with Section 14 of the MUDs Act;
4. A certified copy of the contract between the Lessor/owner and the OMC confirming the obligations of the parties regarding the common areas within the Development;
5. A certified copy of the Deed of Assurance to the OMC of the relevant parts (insofar as the Property is concerned) of the common areas of the Development and, where relevant, the reversion in the Property.
6. A certified copy of a suitably qualified engineer’s or architect’s certificate or opinion confirming that the relevant parts (insofar as the Property is concerned) of the common areas have been constructed in substantial compliance with any relevant fire safety certificate. A certified copy of a certificate or opinion including such relevant parts and other parts of the Development shall satisfy this requirement also;
7. Where the development stage of the Development has completed a certified copy Statutory Declaration vesting in the OMC any beneficial interest in the relevant parts (insofar as the Property is concerned) of the common areas retained by the owner/Lessor;
8. A copy of the most recent annual return of the OMC in substantial compliance with sections 17 and 19 of the MUDs Act;
9. A copy of an up to date service charge budget containing relevant categories and details in substantial compliance with section 18 of the MUDs Act;
10. A copy of an up to date account statement or audited accounts for the OMC confirming establishment of a sinking fund in accordance with Section 19 of the MUDs Act;
11. A copy of the house rules for the OMC in accordance with Section 23 of the MUDs Act.

SCHEDULE 4

(Lessor's Works)

**SCHEDULE 5
(Specification)**

PRESENT when the common seal of **LESSOR** was affixed to this Deed and the Deed was delivered:-

PRESENT when the common seal of **LESSEE** was affixed to this Deed and the Deed was delivered:-

Cathaoirleach of the Local Authority

Approved Officer

Dated the _____ day of _____ 20

Housing Acts 1966 - 2015

LONG TERM LEASING OF A PRIVATELY OWNED PROPERTY

LEASE AGREEMENT
(MANAGEMENT SERVICES)

Name of Lessor: _____

Name of Lessee: _____

Unit: _____

This is a sample legal template. Independent legal advice should be sought before entering this agreement.

Any changes proposed to this agreement must be clearly marked and notified to the local authority in writing.

KEY INFORMATION

UNIT: **ALL THAT** the house known as Number County
_____ as more particularly
defined in Part 2
of the First Schedule attached hereto.

TERM: 25 years from the Term Commencement Date.

TERM COMMENCEMENT DATE: **day of**
201

RENT: A total of € per annum to be reviewed in accordance with the
provisions hereof.

PAYABLE: Monthly in advance by equal monthly instalments to the
Lessor by standing order payments direct:

To:

Bank:
Address:

Account Name:

Account Number:

Sort Code:

LESSOR'S PPSN/TAX NUMBER:

LESSOR'S AGENT (if any):

THE RESIDENTIAL TENANCY: The Lessor lets and the Lessee takes the Property for
the Term at the Rent payable as above. This Lease incorporates the provisions printed
overleaf and the schedules.

INDEX

<i>Clause</i>	<i>Heading</i>
1	Parties
2.	Recitals
3.	Definitions and Construction
4.	Demise
5.	Lessee's Covenants
6.	Lessor's Covenants
7.	Lessor's Warranties
8.	Mutual Agreements
9.	Termination
10.	Penalties
11.	General
12.	Stamp Duty Certificate
13.	Statutory Certificates
First Schedule	Property Description
Second Schedule	Rights granted to the Lessee
Third Schedule	Exceptions and Reservations
Fourth Schedule	Rent Review
Fifth Schedule	Furniture and Appliances
Sixth Schedule	Management Services
Seventh Schedule	Schedule of Condition

[PROPERTY REGISTRATION AUTHORITY

County [Insert County]
[Insert Folio No]]

FOLIO

THIS INDENTURE made the _____ day of _____ 201

BETWEEN:

1 PARTIES:

_____ of/having its registered office at _____ (hereinafter called the "Lessor" which expression shall where the context so admits or requires include any successors and permitted assigns) of the One Part

AND

_____ of/having its registered office at _____ (hereinafter called the "Lessee" which expression shall where the context so requires, include any successors or assigns) of the Other Part

2 WHEREAS:

- (A) The Lessor and the Lessee wish to enter into a long term leasing agreement to provide residential properties for social housing use.
- (B) The Lessor has agreed to let and the Lessee has agreed to take the Unit for the Term at the Rent stated in this Lease.
- (C) The Lessor acknowledges and agrees that the Unit may be under-let from time to time by the Lessee to a third party or parties for the Permitted Use during the Term in each case without the consent of the Lessor.
- (D) The Lessor and the Lessee have agreed to enter into this Lease upon the terms and conditions hereinafter contained.

3 DEFINITIONS AND INTERPRETATION

DEFINITIONS

In this Lease and in the several Schedules hereto unless the context otherwise requires the following expressions shall have the meanings following that is to say:

3.1 "Act" means every Act of Parliament or of the Oireachtas that is relevant to the Unit or any part of it or the use or occupation of the Unit or any part of it or any

person on or about the Unit at any time including unless a contrary intention is stated every Act of Parliament or of the Oireachtas whether named in this Lease or not or whether in force as of the date of this Lease or not and any amendment modification replacement or re-enactment of any such Act;

- 3.2 **“Assurance”** means the deed pursuant to which the Lessor holds title to the Property;
- 3.3 **“Building Control Act”** means the Building Control Acts 1990 to 2014;
- 3.4 **“Building Control Authority”** means any authority defined as a Building Control Authority under the Building Control Act or the Building Control Regulations;
- 3.5 **“Building Control Regulations”** means the Building Regulations 1997 to 2013 the Building Control Regulations 1997 to 2015, the Building Control (Amendment) Regulations 2014 and any Code of Practice for Inspecting and Certifying Buildings and Works published from time to time in exercise of the powers conferred by the Building Control Acts 1990 to 2015;
- 3.6 **“Conduits”** means all sewers, drains, pipes, gutters, gullies, ducts, conduits, watercourses, channels, flues, wires, cables, and other forms of conducting media, which exclusively serves the Unit;
- 3.7 **“Furniture and Appliances”** means the furniture and appliances listed in the Fifth Schedule;
- 3.8 **“Gale Days”** means [Insert Gale Days] in every year of the Term;
- 3.9 **“Initial Date”** means [Insert Date];⁷
- 3.10 **“Quarterly Gale Days”** means **1 January, 1 April, 1 July and 1 October in every year of the Term;**
- 3.11 **“Logged Failure Time”** means the time at which the Management Services Repairs were notified to the Lessor by the Lessee;
- 3.12 **“Logged Rectification Time”** means the time at which the Management Services Repairs were notified to the Lessee by the Lessor as having been remedied;
- 3.13 **“Month”** means a calendar month;

⁷ Date to be the Submission Date as defined in the Call for Proposals for Enhanced Long Term Social Housing Leasing Scheme

- 3.14 **“Latent or Inherent Defects”** means any defect in the design or construction of the Unit or the Property or in anything installed in or on the Unit (other than by the Lessee) or the Property attributable to defective design, defective workmanship or materials, defective supervision of the construction of or the installation of anything in or on the Unit (other than by the Lessee) or the Property or defective preparation of the site on which the Property is constructed or any other latent inherent or structural defect in the Unit or the Property and any damage or disrepair caused by or arising from any such defect;
- 3.15 **“Maintenance Response Type”** means the maintenance categories specified in Clause 13 of the Sixth Schedule;
- 3.16 **“Management Services”** means the services to be provided by the Lessor more particularly outlined in the Sixth Schedule to this Lease;
- 3.17 **“Management Services Repairs”** means management services repair works to be undertaken by the Lessor in accordance with the Sixth Schedule to this Lease;
- 3.18 **“Permitted Use”** means use solely for residential purposes;
- 3.19 **“Planning Acts”** means the Planning and Development Acts, 2000 to 2017 and the Building Control Act
- 3.20 **“Property”** means the property as more particularly described in Part 1 of the First Schedule annexed hereto in which the Unit forms part, including without limitation the structural parts, the roof structure, drains, foundation walls (including external and load bearing walls), timbers, joists and beams of the floors and ceilings, chimneys stacks, gutters, doors, locks, plate glass and other windows, fixtures, fittings, fastening, wires, waste water drains and other pipes and sanitary and water apparatus.
- 3.21 **“Rent”** means €**[INSERT FIGURES]**⁸ per annum which is inclusive of all rates, taxes (including VAT), assessments, charges, impositions and outgoings (other than utilities) which is subject to review in accordance with the Fourth Schedule.
- 3.22 **“Repair Notices”** shall have the meaning ascribed to that term in clause 10;
- 3.23 **“Repair Cost”** means the reasonable and properly incurred cost (exclusive of VAT) following any incident of Qualifying Tenant or Third Party Damage of any

⁸ Proposed Rent as specified in the CfP proposal form

Unless there is something in the subject or context inconsistent therewith, in interpreting this Lease:

- (i) where two or more persons are included in the expression “Lessor” or “Lessee” the covenants which are expressed to be made by the Lessor or the Lessee shall be deemed to be made by such persons jointly and severally;
- (ii) words importing persons shall include firms, companies and corporations and vice versa;
- (iii) where under the terms of this Lease the consent or approval of the Lessor is required for any matter of thing then the Lessor covenants with the Lessee that in each case the consent or approval of the Lessor shall not be unreasonably withheld or delayed;
- (iv) if any term or provision shall be held to be illegal or unenforceable in whole or in part, then that term shall be deemed not to form part of this Lease and the enforceability of the remainder of this Lease shall not be affected;
- (v) clause or Schedule headings are for reference only and shall not affect the construction or interpretation;
- (vi) any reference to a clause, sub-clause or Schedule shall mean a clause, sub-clause or Schedule of this Lease and a reference in a Schedule to a paragraph is to a paragraph of that Schedule;
- (vii) save where the context otherwise requires words importing one gender include all other genders and references to the singular include the plural and vice-versa and words importing persons include firms corporations and companies and vice-versa.
- (viii) references to any legislation or regulation shall include any amendment modification replacement or re-enactment of any such legislation or regulation for the time being in force and references to any Act (whether to a specific Act or generally to any Acts) or legislation includes every statutory instrument subordinate legislation order direction regulation code of practice permission certificate licence consent condition and matter now or any time made or issued under any Act or legislation.
- (ix) any reference to any Society, Institute or other professional body shall include any other body established from time to time in succession to or in substitution for or carrying out the function formally carried out by that Society, Institute or other professional body.

4 **NOW THIS INDENTURE WITNESSES AS FOLLOWS:**

In pursuance of the aforesaid agreement and in consideration of the Rent the Lessor hereby **DEMISES** unto the Lessee **ALL THAT AND THOSE** the Unit **TO HOLD** the same unto the Lessee from and including the Term Commencement Date for the Term **TOGETHER WITH** the easements and rights specified in the Second Schedule **EXCEPTING AND RESERVING** at all times to the Lessor the exceptions reservations easements and rights specified in the Third Schedule.

5 **LESSEE'S COVENANTS**

The Lessee covenants and agrees with the Lessor as and from the Term Commencement Date as follows:

- 5.1 Yearly and proportionately for any fraction of a year from the Rent Commencement Date, to pay to the Lessor the Rent and following any review of the Rent in accordance with this Lease such reviewed Rent, in each case by standing order by equal monthly instalments in advance on the Gale Days;
- 5.2 Subject always to clause 6.18, to allow the Lessor, its authorised officers and servants to enter and inspect the Unit at all reasonable times and upon reasonable written prior notice to the Lessee for the purpose of inspecting the condition of the Unit and for the purpose of carrying out necessary repairs or other works to the Unit for which the Lessor is liable under the provisions of this Lease;
- 5.3 To keep the Unit clean and tidy;
- 5.4 Not to make any structural alterations to the Unit or to make any material alterations to the external appearance of the Unit without first obtaining the consent in writing of the Lessor (not to be unreasonably withheld or delayed);
- 5.5 Not to knowingly do anything which causes any obstruction in or damage to any Conduits nor discharge therein any oil or grease or any deleterious objectionable dangerous poisonous or explosive matter or substance;
- 5.6 To keep the garden (if any) let with the Unit in good and clean condition, including cutting any grass as often as reasonably necessary and to ensure that the external appearance of the Unit does not detract from the visual amenity of the neighbourhood;
- 5.7 Not to use or occupy the Unit, or permit the Unit to be used or occupied, otherwise than for the Permitted Use and to use all reasonable endeavours not to do or allow to be done anything which is likely to be or become a nuisance danger or annoyance to the Lessor or other occupiers of the same building or to adjoining occupiers;

- 5.8 To include in any sub-lease of the Unit an obligation on the part of the sub-tenant to pay promptly for all Utilities consumed in the Unit and not to cause any of the Utilities to be disconnected;
- 5.9 Not to keep any horses, poultry, pigs, large birds, reptiles or other animals (other than domestic pets which are not likely to create a nuisance or become a source of annoyance) or engage in the breeding of dogs or cats in or about the Unit. If domestic pets are kept by the Lessee it shall use reasonable endeavours to ensure that no nuisance is caused. All domestic pets shall be kept under control, confined or tied;
- 5.10 To notify the Lessor as soon as reasonably practicable of all defects in the Unit which are the Lessor's duty to repair INCLUDING Management Service Repairs;
- 5.11 To notify the Lessor in writing as soon as reasonably practicable of every notice received at the Unit from the local, statutory or other sanitary authority;
- 5.12 To notify the Lessor in writing immediately on becoming actually aware of any damage by fire that may be occasioned to the Unit;
- 5.13 During the last month of the Term, to allow the Lessor to affix a notice to the outside of the Unit (if permissible) announcing that the Unit is for sale or to let **PROVIDED THAT** the Lessor provides the Lessee with at least 30 days' prior written notice of any such proposed sale or letting of the Unit;
- 5.14 Subject to clause 6.18, during the last month of the Term and only by prior appointment, to allow the Lessor accompanied by not more than two persons at any one time to enter the Unit to view it either for the purpose of establishing the Lessee's compliance with its covenants as contained in this Lease or for the purpose of showing it to a prospective purchaser or tenant;
- 5.15 Upon the expiration or sooner determination of the Term to yield up the Unit to the Lessor with vacant possession and in accordance with the covenants and conditions on the part of the Lessee in this Lease provided that notwithstanding any provision of this Lease the Lessee shall not be required to yield up the Unit in any better state of repair than exists at the time of granting of this Lease;
- 5.16 To pay all reasonable expenses which the Lessor reasonably and properly incurs in:
- 5.16.1 the recovery or attempted recovery of arrears of Rent or other sums payable by the Lessee under this Lease; and
- 5.16.2 procuring remedy of any material failure by the Lessee to comply with any of its material covenants in this Lease, allowing a period of 28 days

for the Lessee to remedy a breach of any such covenant after receipt of written notice of such breach from the Lessor;

- 5.17 Not to assign, transfer, mortgage or charge, hold in trust for another, or part with the possession or occupation of the Unit or any part thereof or suffer any person to occupy the Unit or any part thereof as a licensee or concessionaire without the prior written consent of the Lessor (not to be unreasonably withheld or delayed)

PROVIDED THAT NOTWITHSTANDING ANY PROVISION OF THIS LEASE the Lessee may at its discretion grant underleases of the Unit from time to time without the consent of the Lessor; and

if the Lessee or the Government of Ireland or any Department thereof should re-organise the business and/or the legal structure of the Lessee, the rights and obligations of the Lessee under the pursuant to this Lease may, at the Lessee's absolute discretion, be divided between such bodies or transferred or assigned to any one or more such bodies.

6 LESSOR'S COVENANTS

The Lessor covenants and agrees with the Lessee throughout the Term as follows:

- 6.1 subject to the Lessee paying the Rent and performing and observing the covenants and agreements on the Lessee's part contained in this Lease, that the Lessee may peaceably hold the Unit during the Term without any disturbance by the Lessor or any person lawfully claiming under or in trust for the Lessor;
- 6.2 to furnish, prior to the Term Commencement Date, a current valid eTax Clearance certificate issued by the Revenue Commissioners and evidence of registration of a valid eTax Clearance certificate issued by the Revenue Commissioners must be furnished annually to the Lessee on demand;
- 6.3 to comply with all Acts and Statutory Requirements and if applicable those necessary to ensure that the Lessor remains on the register of companies;
- 6.4 to be responsible for and to remedy any defect which is notified to the Lessor in the first twelve (12) months of the Term in the Unit including the locks, drains, sanitary fittings, and pipes and the Lessor shall indemnify the Lessee against all loss or damage arising from or in connection with such defects and the cost of same shall not be passed to the Lessee;
- 6.5 to be solely responsible for all costs and expenses relating to the Property (including the Unit) that arose prior to the Term Commencement Date which shall not be passed on, directly or indirectly, to the Lessee;
- 6.6 **Insurance**

- 6.6.1 At the Lessor's own costs at all times during the Term, to insure and keep insured or in the Lessor's name:
- (a) the Property (to include the Unit) against loss or damage by fire, lightning, explosion, storm, flood, burst pipes, subsidence, riots, or civil commotion, malicious damage and accidental damage, impact and such other risks (if any) as the Lessor, at the Lessor's reasonable discretion, may from time to time consider prudent or desirable including employer's and public liability or any other liabilities that are resulting from the Lessor's ownership of the property
 - (b) the Lessor's contents but excluding the Lessee's contents.
 - (c) public, property owner's, employer's and any other legal liability of the Lessor arising out of or in relation to the Property and/or the Unit;
 - (d) the Property, which includes the Unit, under a policy which provides an indemnity for the full reconstruction costs of the Property should the Property be damaged or destroyed.
 - (e) loss of Rent payable under this Lease at the rate for the time being payable or prospectively payable for such period as the Lessor may from time to time deem necessary; and
 - (f) such other insurances as the Lessor may from time to time deem necessary to effect.
- 6.6.2 to produce to the Lessee a copy or extract duly certified by the Lessor of the policy or policies of insurance maintained under clause 6.6 and a copy of the receipt(s) for the last premium or, at the Lessor's option, reasonable evidence from the insurers of the terms of the insurance policy or policies and the fact that the policy or policies is or are subsisting and in effect.
- 6.6.3 the Lessor shall use reasonable endeavours to ensure that the insurance policy or policies in respect of the insurance maintained under clause 6.6 includes both a non-invalidating clause and waiver of subrogation rights in favour of the Lessee and subtenants in respect of the Property, which for the avoidance of doubt includes the Unit;
- 6.7 to notify the Lessee in writing of the name of the person, if any, who is authorised from time to time by the Lessor to act on his or her or its behalf in relation to the tenancy created by this Lease for the time being;
- 6.8 to provide to the Lessee particulars of the means by which the Lessee may, at all reasonable times, contact the Lessor or his or her or its authorised agent;

- 6.9 not to require the Lessee to remedy any alleged breach or non-compliance with the terms of this Lease on the Lessee's part to be performed unless the Lessor has given the Lessee full details in writing of such breach or non-compliance and a reasonable period to remedy same;
- 6.10 punctually to pay and discharge all taxes (including VAT), assessments, local property tax, charges, impositions and outgoings other than utilities bills in respect of the Property and the Unit;
- 6.11 to observe and comply in all respects with the provisions and requirements of any and every Act for the time being in force and any orders or regulations made thereunder for the time being in force and as are or shall be properly directed or necessary to be done or executed upon or in respect of the Property and/or the Unit or any part thereof and at all times during the Term comply with all the recommendations or requirements of the appropriate authority whether notified or directed to the Lessor or Lessee in relation to fire precautions;
- 6.12 throughout the Term and at the Lessor's sole cost, to repair, manage and maintain the Property in good repair, order and condition, excluding those parts of the Unit which the Lessee is to keep clean and tidy;
- 6.13 to provide or cause to be provided the Management Services in respect of the Property and the Unit at all times during the Term at the Lessor's sole cost to the intent that it is agreed that the cost of same shall not be passed directly or indirectly to the Lessee;
- 6.14 to provide suitably qualified and experienced staff, with sufficient resources to deliver attentive, effective and efficient Management Services;
- 6.15 to allow the Lessee on giving five (5) Working Days' notice to inspect and review the Lessor's records as listed in the Sixth Schedule of this Lease;
- 6.16 to permit the Lessee to sub-let the Unit from time to time without the Lessor's consent;
- 6.17 not to not to assign, transfer or assure the Lessor's legal and /or beneficial interest in the Property and/or the Unit without the prior written consent of the Lessee (such consent not to be unreasonably withheld or delayed);

6.18 Exercise of Rights

In exercising any of the Lessor's rights of entry or other rights in relation to the Unit the Lessor shall (and where any party enters the Unit on the Lessor's authorisation, the Lessor covenants to enforce these conditions on such party):

- (a) to take all necessary steps to ensure that as little damage is done to the Unit and the fixtures, fittings and equipment therein and as little inconvenience is caused to their occupiers as is reasonably practicable;
- (b) to make good without delay any damage to the Unit and/or the Lessee's fixtures and fittings and contents therein which may be caused by such exercise; and
- (c) to make good any damage which may be caused by such exercise;

6.19 to repair and remedy any Latent or Inherent Defects at the Lessor's sole cost;

6.20 to permit the Lessee to use the Unit 24 hours a day 365 days a year;

7 LESSOR'S WARRANTIES

The Lessor hereby warrants and confirms as follows:

- 7.1 that the Lessor has "good marketable title" to the Property of a quality commensurate with standards of current prudent conveyancing practice in Ireland and is solely legally and beneficially entitled to the Property, which for the avoidance of doubt includes the Unit.
- 7.2 that the Lessor has obtained all necessary consents and authorisations to enter into this Lease and to validly permit the Lessor to lease the Unit to the Lessee.
- 7.3 that the Furniture and Appliances are in full working order and are fit for purpose at the date hereof and the Lessor shall indemnify and keep indemnified the Lessee against any loss, cost or liability for the repair or replacement of the Furniture and Appliances which is notified to the Lessor in the first sixty (60) days of the Term. In the event that the Lessor does not repair or replace the furniture or appliance within two (2) weeks of the date of the service upon it of such notice, the Lessee may itself execute such repairs or replacement and the cost incurred by it in so doing shall be deducted from the Rent.

8 IT IS HEREBY AGREED BETWEEN THE LESSOR AND LESSEE:

- 8.1 that at the date hereof the Unit is handed over to the Lessee in the condition as set out in the Schedule of Condition;
- 8.2 that if any term or provision in this Lease shall be held to be illegal or unenforceable in whole or in part, then that term shall be deemed not to have formed part of this Lease but the enforceability of the remainder of this Lease shall not be affected;

- 8.3 that the Residential Tenancies Act 2004 (as amended) does not apply to this Lease since it is a letting to a public authority;
- 8.4 that at the Term Commencement Date, the Furniture and Appliances are in full working order;
- 8.5 throughout the Term, the Lessor will comply in full at its own cost with its responsibilities pursuant to the Housing (Standards for Rented Houses) Regulations 2017 (as amended or replaced)

9 TERMINATION

9.1 Whenever:

9.1.1 the Lessee is twenty-eight (28) days late in paying the Rent, provided same is formally demanded; or

9.1.2 the Lessee fails to comply with any material obligation in this Lease within twenty-eight (28) days of being requested to do so, allowing a further period of twenty-eight (28) days for the Lessee to remedy a breach of any such covenant after receipt of written notice of such breach from the Lessor;

the Lessor may give not less than eight (8) weeks' notice in writing to the Lessee of their intention to terminate (hereinafter called the "**Notice Period**") ending on any day and if the rent or compliance with the material obligation remains outstanding on the expiry of this Notice Period **THEN** and in any such case the Lessor may at any time thereafter re-enter the Unit or any part of it in the name of the whole and thereupon the Term shall absolutely cease and determine but without prejudice to any rights or remedies which may then have accrued to the Lessor against the Lessee or to the Lessee against the Lessor in respect of any antecedent breach of any of the covenants or conditions contained in this Lease.

9.2 Subject to Clause 9.3, if the Property or the Unit or any part thereof shall be destroyed or damaged so as to render the Unit wholly or partly unfit for use and occupation for the Permitted Use or restrict the exercise of the easements or rights specified in the Second Schedule to this Lease or inaccessible then the Rent or a fair proportion thereof, according to the nature and extent of the damage sustained, shall be suspended until the Unit or the part destroyed or damaged shall be again rendered fit for beneficial use and occupation for the Permitted Use and/or accessible. For the avoidance of doubt, the Lessor agrees that where the destruction or damage occurs during a month in respect of which any sum has been paid in advance, the Lessor shall refund to the Lessee the proportion of that sum (apportioned on a daily basis) which is attributable to the period following the date of destruction or damage.

9.3 In the event that the Property and/or the Unit or any part thereof shall be destroyed or damaged or a reasonable means of access thereto is denied which results in the Property being wholly or partly unfit for use and occupation for the Permitted Use and in the event that the Lessor makes a suitable alternative similar or identical dwelling to the Unit available for occupation by the Lessee for the period the Property is uninhabitable and the Lessee approves of such alternative accommodation (acting reasonably) then the rent reserved by this Lease shall be

payable for the period the Lessee has been provided with a suitable alternative similar or identical dwelling to the Unit.

- 9.4 If the Lessor is prevented (for whatever reason) from rebuilding or reinstating the Unit and or the Property and shall continue to be so prevented for eighteen (18) months after the date of the destruction or damage, the Lessor or the Lessee may at any time after the expiry of such eighteen (18) months after the date of the destruction or damage by written notice given to the other party determine the demise in respect of that Unit but without prejudice to any claim by either party against the other in respect of any antecedent breach of covenant this Lease shall be deemed to be at an end in respect of that Unit and any rent paid in respect of a period of time where occupation or reasonable access is denied shall be refunded by the Lessor to the Lessee.
- 9.5 If the Lessor fails to comply with any material obligation in this Lease within 28 days of written notification, the Lessee may either:
- 9.5.1 suspend the payment of the Rent until the Lessor has complied with such material obligations; or
 - 9.5.2 may serve on the Lessor a notice of intention to terminate this tenancy if the breach of the material obligation is not remedied within eight (8) weeks of the date of service of said notice of intention to terminate ending on any day and if the breach is not remedied within the eight (8) weeks period (unless the Lessee agrees to an extension in time) to the reasonable satisfaction of the Lessee this Lease shall be at an end of the expiration of the said eight (8) weeks.
- 9.6 If the Lessor shall have a receiving order made against it or shall make any assignment for the benefit of creditors or enter into an agreement or make any arrangement with creditors for liquidation of debts by composition or otherwise or of statutory adjustment and liabilities or shall have an order made or effective resolution passed for its liquidation other than for restructuring purposes or if any of the property of the Lessor shall be taken in execution or process of law then the Lessee may terminate this tenancy immediately by notice in writing to the Lessor.
- 9.7 That if the tenancy hereby created should continue beyond the date specified herein it shall in the absence of a new Lease be deemed to be a tenancy determinable by 6 week's notice in writing by either party.

10 PENALTIES

- 10.1 The Lessee, acting reasonably, shall have the right to unilaterally reduce the Rent payable hereunder in accordance with the provisions of this clause 10 where the Lessor has failed, refused and/or neglected to undertake the Management Services Repairs within the specified Repair Response Period.
- 10.2 The Lessee or its agent may from time to time provide written notice (which for the avoidance of doubt includes all electronic communications) to the Lessor requesting certain Management Service Repairs ("**Repairs Notice**"), which shall contain the following information:
- (a) details of the Unit where the Management Services Repairs are required; and
 - (b) details of the relevant failure, including, where applicable, the relevant Maintenance Response Type believed to be applicable to the relevant Management Services Repairs.

The time of such notification to the Lessor shall constitute the Logged Failure Time. The Lessor shall, within 4 hours of the relevant Logged Failure Time, assess the Management Services Repairs required and issue the Lessee with a notice specifying (to the extent that each of the following can be determined by the Lessor using all reasonable endeavours):

- (a) the fault requiring the Management Services Repairs;
 - (b) the proposed Maintenance Response Type applicable to the Management Services Repairs; and
 - (c) the Lessor's plans for rectifying the Management Services Repairs and the estimated period in which the Management Services Repairs will be remedied.
- 10.3 The Lessor covenants to complete the Management Service Repairs within the Repair Response Period.
- 10.4 The Lessor shall immediately notify the Lessee (or an agent acting on their behalf) when it believes that the Management Services Repairs have been remedied. The time of such notification will constitute the Logged Rectification Time. The Lessee shall be entitled to inspect the Unit or seek confirmation from the sub-tenant where such Management Services Repairs have been remedied and must do so by the end of the next Working Day following the day on which it was notified of the Logged Rectification Time (in each case, the "**End of the Inspection Period**"). If the Lessee (or an agent acting on their behalf) does not agree that such Management Services Repairs have been so remedied, then it shall notify

the Lessor of same by the End of the Inspection Period. The Lessee's decision will prevail for the purpose of determining whether the relevant Management Services Repairs have been remedied.

10.5 In the event that Management Services Repairs, notified to the Lessor in accordance with clause 10.2 above, are not remedied within the Repair Response Period penalties will apply to the Rent in accordance with the following provisions:

10.5.1 The Lessee will be entitled to reduce the Rent payable in respect of any month by 12.5% in respect of any failures which fall within the Responsive and Periodic categories of the Management Service Repairs. The Lessor and the Lessee acknowledge that the Lessee is entitled to apply a 12.5% reduction per month in respect of each and every breach of the Lessor's Management Service Repairs that falling into the above categories and where applicable, such a reduction may be applied in arrears to subsequent payments of the Rent.

10.5.2 In respect of the Immediate category of the Management Service Repairs, which have a response time of twenty-four (24) hours, the Lessee will be entitled to reduce the Rent payable by 12.5% per month if the breach is not rectified within twenty-four (24) hours. In the event that the breach is not rectified within forty-eight (48) hours, the reduction will be increased by 1% for every additional twenty-four (24) hour period (or part thereof) that the breach persists. The Lessor and the Lessee acknowledge that the Lessee is entitled to apply the relevant reduction in respect of each and every breach of the Lessor's Management Service Repairs falling into the above category and where applicable, such a reduction may be applied in arrears to subsequent payments of the Rent.

10.5.3 The Lessor and the Lessee agree that in any one month the reduction in each installment of Rent shall be limited to the reduction applying to one breach of the Management Service Repairs, provided always the reduction in each installment of Rent shall be limited to 12.5%. In the event that the Lessor fails to remedy multiple Management Services Repairs in any given month within the specified Repair Response Period, penalties for the additional Management Services Repairs will be carried forward and charged against subsequent payments of Rent.

10.6 If any dispute shall arise between the Lessor and the Lessee with respect to the provisions of this clause 10 or its construction or effect, either the Lessor or the Lessee may refer the matter or dispute in question to a surveyor to be nominated by the President or other Senior Officer for the time being of the Society of Chartered Surveyors Ireland (the "**Surveyor**") and his determination shall be that of an expert and not of an arbitrator and shall be binding upon the parties. The

costs incurred by the Surveyor shall be borne and discharged solely by the Lessor.

11 QUALIFYING TENANT OR THIRD PARTY DAMAGE

11.1 For the purposes of this Lease, “Qualifying Tenant or Third Party Damage” shall mean any damage wilfully or intentionally caused to the Unit by a sub-tenant of the Unit, a member of the subtenant’s household or by a person invited into the Unit which;

- (i) was not caused or contributed to by any act or negligence of the Lessor or its employees, agent’s, contractors;
- (ii) was not caused or contributed to by a breach by the Lessor of this Lease (including any failure to provide the Management Services);
- (iii) does not constitute fair wear and tear; and
- (iv) does not arise as a result of the damaged item being used for its reasonable and proper purpose.

11.2 The Lessor shall be required to demonstrate to the Lessee that Qualifying Tenant or Third Party Damage has occurred and that it is not attributable to fair wear and tear with reference to the following considerations:

- (i) comparison with immediately adjacent or similar elements; and
- (ii) inspection records relevant to the Property and/or Unit.

11.3 The Lessor shall take all necessary steps to secure the Property and/or the Unit from damage and vandalism during periods that the Unit is vacant (“**Void Period**”) and any damage or vandalism to a Property and/or Unit during a Void Period shall not constitute Qualifying Tenant or Third Party Damage.

11.4 Without prejudice to the obligations of the Lessor, if in any year of the Term (the “**Contract Year**”) the aggregate repair cost in respect of the Unit (other than Void Period(s)) incurred by the Landlord exceeds [●]¹⁰ (the “**Qualifying Threshold**”), the Lessee shall be responsible for fifty percent (50%) of those Repair Costs which exceed the Qualifying Threshold in that Contract Year providing that all Repair Costs (whether above or below the Qualifying Threshold) are:

¹⁰ It is proposed that the threshold will be calculated by a percentage of the annual rent dependent on the location of the Unit. A further clarification will be issued in respect of this matter.

- (i) properly incurred and of an amount that is reasonable in the circumstances having regard to the nature of the repair and standard repair costs in the locality of the Unit;
- (ii) not recoverable under any insurances taken out, or which should have been taken out, by the Landlord in accordance with this Lease

11.5 Nothing in this Clause [●] will limit the Lessee's rights or remedies under Clause 10 of the Lease¹¹.

11.6 Discovery of Damage

11.6.1 Upon the discovery of any damage, the Lessor will:

- (i) record any relevant details of the damage (including photographs);
- (ii) reinstate, replace or make good the damage returning the damaged item to its original standard (or equivalent) in accordance with the relevant provisions of this Lease including but not limited to the Lessor's obligation to provide Management Services; and
- (iii) as soon as practicable after the Lessor becomes aware of any damage and in any event no later than one month after the date on which the Lessor becomes aware of the damage, notify the Lessee and the Lessee will form an initial view as to whether or not the damage constitutes Qualifying Tenant or Third Party Damage.

11.6.2 As soon as reasonably practicable following the initial view as to whether such damage constitutes Qualifying Tenant or Third Party Damage, the Lessor and the Lessee shall (each acting reasonably) discuss and agree whether or not such damage constitutes Qualifying Tenant or Third Party Damage and where no such agreement can be reached the matter shall be referred to the to a surveyor to be nominated by the President or other Senior Officer for the time being of the Society of Chartered Surveyors Ireland (the "**Surveyor**") and his determination shall be that of an expert and not of an arbitrator and shall be binding upon the parties. The costs incurred by the Surveyor shall be borne and discharged solely by the Lessor.

11.7 Reporting

11.7.1 The Lessor shall report on a monthly to the Lessee:

¹¹ Penalties

- (i) details of each incident of damage identified and recorded during that month (including any damage that is considered to be Qualifying Tenant or Third Party Damage), together with a breakdown of the Repair Costs incurred or anticipated will be incurred in rectifying that damage; and
- (ii) the quantum of aggregate Repair Costs incurred in that month across the Unit,

in both cases, whether or not such Repair Costs exceed the Qualifying Threshold.

- 11.7.2 The Lessor shall use reasonable endeavours to provide any additional information reasonably required by the Lessee in respect of any damage occasioned to the Unit.

11.8 Dispute Regarding Damage

Any disputes between the Lessor and the Lessee arising from this Clause 11 will be referred to the Surveyor for determination and his determination shall be that of an expert and not of an arbitrator and shall be binding upon the parties. The costs incurred by the Surveyor shall be borne and discharged solely by the Lessor.

11.9 Payment of Qualifying Tenant or Third Party Damage

Any sum due from the Lessee to Lessor in excess of the Qualifying Threshold pursuant to clause 11.4 shall be paid after the end of the next relevant Quarterly Gale Day within [20 Business Days] after receipt by the Lessee of full details of all of the damage concerned (whether above or below the Qualifying Threshold).

12 GENERAL

- 12.1 No modification of any of the provisions of this Lease shall be binding unless evidenced in writing and duly executed by or on behalf of each of the parties hereto.

12.2 Notices

- 12.2.1 All notices requests demands approvals consents and other communications hereunder shall be in writing and shall be duly and validly given if delivered by hand or sent by pre-paid ordinary post to the party at its address set forth above or at any other address such

party may specify from time to time by written notice to the other party and shall be deemed to have been received in the case of delivery by hand at the time of delivery and in the case of posting on the second Working Day after the day of posting.

- 12.2.2 The address of the Lessor for the service of any notices, requests or other communications is:

Address: [●]

Attention: [●]

- 12.2.3 The address of the Lessee for the service of any notices, requests or other communications is:

Address: [●]

Attention: [●]

- 12.3 This Lease shall in all respects be governed by and construed in accordance with the laws of the Ireland.

- 12.4 Other than in respect of matters set out in clause 10 of this Agreement, if any dispute shall arise in relation to any provision of this Lease, which cannot be determined between the parties within a fourteen (14) day period, such dispute shall be referred for final settlement to an independent arbitrator nominated by agreement between the parties or in default of agreement to be appointed on the application of either party by the President for the time being of the Law Society of Ireland. All arbitrations hereunder shall be conducted in accordance with the provisions set forth in the Arbitration Acts 2010 and any amendments thereto or regulations thereunder.

- 12.5 Each party shall be liable for its own costs and expenses in connection with entering into this Lease and carrying out its obligations hereunder in respect of or any other matter contemplated within the terms of this Lease, except where expressly provided to the contrary.

- 12.6 Nothing in this Lease shall imply a partnership or joint venture between the parties hereto.

13 STAMP DUTY CERTIFICATE

It is hereby certified that this instrument is exempt from Stamp Duty under Section 106B of the Stamp Duties Consolidation Act, 1999 being a lease of property to a Housing Authority in connection with its functions under the Housing Acts 1966 to 2015.

14 STATUTORY CERTIFICATES

It is hereby certified that for the purposes of Section 238 of the Companies Act 2014 the Lessor and the Lessee are not connected parties.

IN WITNESS whereof the parties have executed this Lease in the manner following and on the day and year first herein WRITTEN.

FIRST SCHEDULE

(Part 1)

THE PROPERTY

ALL THAT AND THOSE the premises known as House(s) No.

(Part 2)

THE UNIT

ALL THAT AND THOSE the internal and non-structural parts of the premises known as House(s) No. _____ (and more particularly shown edged red on the attached map if applicable) including the surfaces of all walls, ceilings and floors in the Unit and internal non-structural walls of the Unit and internal plaster surfaces and finishes of all walls including the windows, glass, doors and doorframes therein together with the exclusive use of the garden, driveway or out office if applicable but **EXCLUDING** the roof, external and structural walls of the Unit(s) and all structural parts of the Unit(s), the pre-cast slabs to which the floors and ceilings of the Unit(s) are attached and the ground under the Unit

SECOND SCHEDULE
RIGHTS GRANTED TO THE LESSEE

Full right and liberty for the Lessee as appurtenant to the Unit during the Term (but subject to the rights excepted and reserved in the Third Schedule) in common with the Lessor and all other persons who have or may hereafter have the like right (save as specified) the easements and rights:

- a) those rights and easements granted to the Lessor under the Assurance;
- b) subject to temporary interruption for repair, alteration or replacement or interruptions outside the control of the Lessor, the free and uninterrupted passage and running of the Utilities to and from the Unit through the Conduits which are now, or may at any time during the Term be, in, under or passing through or over the Property;
- c) the right to leave refuse for collection and disposal in the area designated from time to time by the Lessor;
- d) the exclusive right to use [garden / car parking spaces and any other easements, rights or privileges required]

THIRD SCHEDULE
EXCEPTIONS AND RESERVATIONS

Subject to the provisions of this Lease, there is excepted and reserved out of these presents in favour of the Lessor and all other persons authorised by the Lessor for the benefit of any adjoining premises and any buildings which are now or may at any time during the Term be erected thereon and every part thereof the easements rights and privileges reserved to the Lessor under the Assurance **PROVIDED THAT** the Lessor or the person exercising the foregoing rights shall not affect the Lessee's use and enjoyment of the Unit and shall cause as little inconvenience as reasonably practicable to the Unit and shall make good as soon as reasonably practicable any damage thereby caused to the Unit.

FOURTH SCHEDULE

RENT REVIEW

1. The Rent shall be subject to review on the expiration of three years from the Initial Date and every three years thereafter (hereinafter called “**the Review Dates**” and each individually a “**Review Date**”) in the manner hereinafter provided and after each review the Lessee shall pay the amount so reviewed (hereinafter called “**the Reviewed Rent**”), until the next Review Date.
2. Subject to the provisions of this Schedule, the Rent shall on each Review Date be reviewed by reference to the change indicated by the Harmonised index of Consumer Prices or any replacement thereof (hereinafter called “**the Index**”) issued by the authority of the Central Statistics Office of Ireland and at present officially published on website www.cso.ie and shall be calculated firstly by increasing or decreasing, as the case may be, the Rent payable immediately prior to the relevant Review Date in direct proportion to the rise or fall in the Index from the last Review Date to the relevant Review Date.
3. For the purpose of this Schedule, the Index figure current on the Review Date shall be that published on such date in the Irish Statistical Bulletin or other official publication or if not published on such date then the date last published in the said Bulletin or publication immediately before it.
4. If during the Term the basis of the Index shall be changed by substituting a new basic or starting figure or the Index shall no longer exist and there is no replacement Index or if any dispute or question whatsoever shall arise between the Lessor and the Lessee with respect to the provisions of this Schedule or their construction or effect, either the Lessor or the Lessee may refer the matter or dispute in question to a professional valuer to be nominated by the President or other Senior Officer for the time being of the Society of Chartered Surveyors Ireland (the “**Surveyor**”) and his determination shall be that of an expert and not of an arbitrator and shall be binding upon the parties and in making his determination the said person shall have regard to any official publication relating to the change in residential rent levels during the said periods issued by the authority of the Government of Ireland whether directly or indirectly. The costs incurred by the Surveyor shall be borne and discharged by the Lessor and/or the Lessee as the case may be in the manner determined by the Surveyor.
5. If the Surveyor shall fail to make his determination within three (3) months of his appointment or nomination or if he shall relinquish his appointment or die or if it

shall become apparent that for any reason he will be unable to complete his duties under this Schedule a new Surveyor shall be appointed or nominated in his place in accordance with the preceding provisions of this Schedule.

FIFTH SCHEDULE
FURNITURE AND APPLIANCES

SIXTH SCHEDULE MANAGEMENT SERVICES

The following are the Management Services required to be provided by the Lessor and the Lessor's sole cost - such services to include, but not be limited to:

1. all structural repairs and structural maintenance of the Property and the Unit including but not limited to the roof, external and structural walls of the Property and all structural parts of the Property, the pre-cast slabs to which the floors and ceilings of the Property and the Unit are attached and the ground under the Property and (as and when reasonable or necessary in the opinion of the Lessor) altering improving renewing rebuilding and reinstating the Property.
2. repairing maintaining inspecting cleaning renewing installing and replacing any Conduits or Utilities within and servicing the Property.
3. providing to the Lessee and any sub-tenant particulars of the means by which they can, at all reasonable times, contact a member of the Lessor.
4. responding to the Lessee's queries within a reasonable time.
5. dealing with enquiries and complaints of the Lessee and operating a complaints procedure and use complaints to improve performance.
6. ensuring the maintenance of an effective and secure door entry system to the general satisfaction of the Lessee at all times.
7. ensuring compliance in all respects with the provision of every applicable Act and all Statutory Requirements and every other obligation imposed by law relating to or affecting the Property.
8. carrying out repairs to the interior and exterior of the Property (fair wear and tear excepted) and all such repairs as are, from time to time, necessary so that that interior, exterior and internal décor are maintained in, at least, the condition in which it was at the commencement of the tenancy and in compliance with Housing (Standards for Rented Houses) Regulations S.I. 17 of 2017 and any such standards for the time being prescribed.
9. carrying out inspections of the Property as required by the Lessee.
10. carrying out annual inspections of the Property to inspect the fire safety equipment and all mechanical and electrical equipment within the Property and the Lessor shall carry out any servicing, repair or replacement required.

11. furnishing Lessee with inspection report together with photographs of the interior and exterior of property.
12. responding to all Repair Notices from the Lessee of the types described below within the following response times from the time and date of the Repair Notice:

CATEGORY of Repair	Response Timelines	Non exhaustive description
Immediate	24 hours	<p>Immediate repair issues are issues requiring repair which are required to ensure continued safe occupation of and/or prevent significant damage to a property. Response must effect full repair or, if full repair is not possible, significant alleviation of the required repair within the defined period.</p> <p>Examples include, but not limited to:</p> <ul style="list-style-type: none"> • Smoking fuse board. • Complete power failure • Partial power failure i.e. failure of all upstairs or all downstairs electrics • Water leaking through light fitting • Serious water leaks from burst pipes threatening to flood the property. • Blocked sewers • Structural damage following fire • Sparking sockets • Faulty or broken external locks where fault has not been caused by tenant preventing access or preventing the securing of the property • Storm damage to roof which may result in danger to life • No Heating

		<ul style="list-style-type: none"> • Sanitary system failure leading to the unavailability of sanitary facilities e.g. broken toilet bowl • Management of Septic Tank and any issues arising that could cause a risk to the occupant health or safety • Addressing faults or issues with fire detection devices and alarms.
Responsive	5 Days	<p>Responsive repair issues are issues requiring repair which are required to ensure continued comfortable occupation and full use of the property and/or its facilities. Response must effect full repair or, if full repair is not possible, significant alleviation in the required repair within the defined period.</p> <p>Examples include, but not limited to:</p> <ul style="list-style-type: none"> • Leaking Pipes • No water in the hot tap • Leaking roof • Electrical repairs other than those listed as emergency repairs • Storm damage to roof that may cause damage to other parts of the property • Structural damage following fire that may cause damage to other parts of the property • Repair broken windows where there is exposure to the outside or the breakage will have an adverse effect on the property • Replacement of Ventilator covers

		<ul style="list-style-type: none"> • Management of Septic Tank and any issues arising that could cause a risk to the property • Broken lights in common areas • Damaged flooring/steps in common area
Periodic	15 working days	<p>Periodic repair issues are issues, other than those that are Responsive repairs, which are required to ensure continued comfortable occupation and full use of the property and/or its facilities. Response must effect full repair of the issue within the defined period.</p> <p>Examples include, but not limited to:</p> <ul style="list-style-type: none"> • Faulty heating system including faulty radiators • Replace toilet cistern • Damage to internal fittings • Repairs to fire-backs • Removal of airlocks from pipework • Carry out repairs caused by condensation • Repairs to or replacement of cupboards, wardrobes, kitchen units and their doors, hinges, handles, locks, catches and drawers. • Repair/replacement of loose door handles • Repair of shed if provided as part of property • Management of Septic Tank and any issues arising that do not cause a risk to occupant or the property

		<ul style="list-style-type: none"> • Chimney sweeping on an annual basis but within the timeframe of a periodic service request • Repair, or replacement of taps on sink unit and wash-hand basins including leaking and dripping taps. • Repair or replacement of ball-cock or other water flotation control unit within the cistern
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13. If the Unit is within an apartment complex,
- (i) forwarding to the management company, if any, of the complex any complaint notified in writing by the Lessee or sub-tenant to him or her concerning the performance by the company of its functions in relation to the complex,
- (ii) forwarding to the Lessee any initial response by the management company to that complaint, and
- (iii) forwarding to the Lessee and sub-tenant any statement in writing made by the management company in relation to that complaint.
14. establishing insurance cover details and deal any outstanding compliance issues;
15. inspecting the property to advise compliance with the Housing (Standards for Rented Houses) Regulations S.I. 17 of 2017 (as amended);
16. arranging for the disbursement of local property tax and any other applicable property tax / insurance payments where applicable;
17. requesting or arranging for, at the expiry or earlier termination of the Term, the final accounts for various utilities and note meter readings;
18. at the request of the Lessee, arranging to change locks or alarms as necessary;
19. reporting to the Lessee on a quarterly basis and keep such records as described further below:

Records to be kept by the Lessor in respect of this Lease

A. Contact Details for Lessor

- Contact Name
- Escalation Procedures
- Telephone Number
- Out of Hours contact number
- Address
- Fax
- Email

B. Legal

- Lessor's Constitutional Documentation
- Title Documents
- Service Charges Apportionments
- Schedule of Areas if applicable to Service Charge Apportionments
- Share Certificate for Lessor
- Current copy of House Rules
- Companies Register – Change of Registered Company Address
- Register of Members/ Share register
- Company Secretarial File
- Directors Minutes book
- Annual General Meeting & Extraordinary General Meeting Minutes

C. All Lessor 3rd party supplier's information

D. Health & Safety

- Safety Statement Copy
- Record of Incidents/Accidents/Reports
- Listed corrective actions or HSA notices
- Fire Safety Certificate Application Documentation
- Any Inspections, surveys or certificates issued since completion of the estate

E. Security

- Security Codes
- Record of Security Incidents/Reports.
- Details of Local Garda and Community Officer
- CCTV Systems, Maintenance and Operating Instructions.
- Keys Management Systems (*if applicable*)

- Security Guarding or Patrols Contractor *(if applicable)*

F. Technical Facilities Files

- Any outstanding Snagging Items/Lists and Identified Building Defects *(if applicable)*
- List of Planned Preventative Maintenance Programmes *(if applicable)*
- Critical Maintenance and Operational items listed *(if applicable)*
- Copy of Fire Certificate for building/s
- Fire Commissioning Documents/Certificates at Practical Completion.
- Copy of Sinking Fund Projects information (in-progress &/or planned)
- Copy of Home Bond Certificate or 'other' for building/s *(if applicable)*
- Asset register for the buildings
- Life Cycle Report for the buildings

G. Master Keys Set & Access Devices to Doors, Gates, Plant rooms, etc.

H. Master 'Card' identifier for specialised restricted keys duplication & suites, 'card' or authority letters to be handed to new Managing Agent.

I. List of key access codes to Gates, Doors, etc. *(if applicable)*

**SEVENTH SCHEDULE
SCHEDULE OF CONDITION OF UNIT**

PRESENT when the Common Seal
of **the**
Lessor was affixed hereto:

PRESENT when the Common Seal
of **the**
Lessee was affixed hereto:

Cathaoirleach of the Local Authority

Approved Officer

Dated the day of 20

Housing Acts 1966 - 2015

Long Term Leasing of Privately Owned Properties

Lease Agreement
(Management Services)

APPENDIX 8 SUMMARY BREAKDOWN OF SOCIAL HOUSING DEMAND¹²

Local Authority	Breakdown of Total Demand on Housing Waiting Lists by Property Type				
	1 bed	2 bed	3 bed	4 bed	Total
Carlow County Council	289	243	105	14	651
Cavan County Council	343	224	112	26	705
Clare County Council	1,038	579	296	39	1,952
Cork City Council	2,271	1,398	617	87	4,373
Cork County Council	2,256	1,512	717	106	4,591
Donegal County Council	527	270	92	14	903
Dublin City Council	10,918	5,557	2,484	261	19,220
Dun Laoghaire/Rathdown County Council	1,782	969	485	71	3,307
Fingal County Council	2,240	2,874	1,811	346	7,271
Galway City Council	1,228	636	298	57	2,219
Galway County Council	985	579	331	55	1,950
Kerry County Council	1,741	999	420	57	3,217
Kildare County Council	2,496	1,685	822	100	5,103
Kilkenny County Council	720	356	139	15	1,230
Laois County Council	553	489	260	40	1,342
Leitrim County Council	202	83	34	8	327
Limerick City and County Council	1,579	821	405	65	2,870
Longford County Council	330	194	104	27	655
Louth County Council	1,226	699	290	34	2,249
Mayo County Council	680	327	172	43	1,222
Meath County Council	1,006	918	458	71	2,453
Monaghan County Council	270	150	50	6	476
Offaly County Council	457	302	134	24	917
Roscommon County Council	296	149	81	12	538
Sligo County Council	426	126	43	16	611
South Dublin County Council	2,081	2,335	1,254	199	5,869
Tipperary County Council	705	383	157	32	1,277
Waterford City and County Council	791	459	175	19	1,444
Westmeath County Council	887	485	264	43	1,679
Wexford County Council	1,199	892	437	49	2,577
Wicklow County Council	1,004	903	675	19	2,601
Total	42,526	27,596	13,722	1,955	85,799

¹² Appendix 8 Summary Breakdown of Social Housing Demand by property type is based on data gathered to prepare the Summary of Social Housing Assessments 2017. The breakdown is provided as a guide only.

APPENDIX 9 ASSESSMENT METHODOLOGY FOR PROPOSED RENT

Marks for Proposed Rents will be awarded for Submissions on the following basis.

The total monthly Proposed Rent for **each dwelling type in a Proposal** will be calculated using the following formula:

$$\sum(A * B) = T \quad M \quad \text{h} \quad P \quad R$$

Where:

'A' is the monthly Proposed Rent per dwelling type.

'B' is the number of units per dwelling type

A Weighted Submission Average (W) will be calculated in respect of each Proposal using the following formula:

$$W = \frac{\sum(A * B)}{C}$$

Where:

'C' is the total number of dwellings in a Proposal

The Proposed Rent Submission Total (T) is calculated using the following formula:

$$T = W * F$$

Where:

'W' is the Weighted Submission Average

'F' is adjusted by National Rent Averaging Factor (per table below)

The Proposed Rent Submission Total (T) of each Proposal will be evaluated using the following formula:

Where:

'L' is the lowest Proposed Rent Submission Total received.

'T' is the Proposed Rent Submission Total being evaluated.

'M' is the marks to be awarded

Marks will be rounded to the nearest whole number.

Worked Example

Dublin		1 bed		
Unit Type				
No. Dwellings (30)		10	10	10
Proposed Rent per unit		1,500	1,800	2,000
Sub total		15,000	18,000	20,000
Total Monthly Proposed Rent	$\square (A*B)$	15000 + 18000 + 20000		53,000
Weighted Average Submission	$\square (A*B)/C$	53000 / 30		1,767
National Rent Averaging Factor		Per		0.70
Proposed Rent Submission Total	$W*F$	1767 * 0.7		1,237

Galway		1 bed		
Unit Type				
No. Dwellings (30)		10	10	10
Proposed Rent per unit		900	1,200	1,500
Sub total		9,000	12,000	15,000
Total Monthly Proposed Rent	$\square (A*B)$	9000 + 12000 + 15000		36,000
Weighted Average Submission	$\square (A*B)/C$	36000 / 30		1,200
National Rent Averaging Factor		Per		0.98
Proposed Rent Submission Total	$W*F$	1200 * 0.98		1,176

Laois		1 bed		
Unit Type				
No. Dwellings (30)		10	10	10
Proposed Rent per unit		800	1,000	1,200
Sub total		8,000	10,000	12,000
Total Monthly Proposed Rent	$\square (A*B)$	8000 + 10000 + 12000		30,000
Weighted Average Submission	$\square (A*B)/C$	30000 / 30		1,000
National Rent Averaging Factor		Per		1.42
Proposed Rent Submission Total	$W*F$	1000 * 1.42		1,420

Submission	Weighted Average W	National Rent Averaging F	Rent Submission T	Marks	Marks
				$M =$	
Dublin	1,767	0.70	1,237	$(1176 / 1237) * 30$	29
Galway	1,200	0.98	1,176	$(1176 / 1176) * 30$	30
Laois	1,000	1.42	1,420	$(1176 / 1420) * 30$	25