

DATED THE ____ DAY OF _____ 20__

**Long Term Leasing Pursuant to
Housing Acts 1966 – 2015**

LONG TERM LEASING OF PRIVATELY OWNED PROPERTY

LEASE

[FOR APARTMENT / DWELLING IN A MANAGED DEVELOPMENT]

NAME OF LESSOR: _____

NAME OF LESSEE: _____

PROPERTY: _____

This is a template legal agreement. Any changes to the terms of the agreement should be marked up by the local authority and approval sought from the Department of Housing, Planning and Local Government. Independent legal advice should be sought before entering this agreement

KEY INFORMATION

PROPERTY: ALL THAT the Apartment / Apartments known as
Number / s
_____, County
_____ as more particularly defined in the First
Schedule attached hereto.

TERM: 25 years from the Term Commencement Date.

TERM COMMENCEMENT DATE: _____ 20____
RENT: Initially €_____ per annum, payable in equal
monthly instalments, to be reviewed in accordance with
the provisions hereof.

PAYABLE: In advance by Monthly instalments on the ____ day of
each month to the Lessor or at the Lessor's option by
standing order:

To:

Bank:

Address:

Account Name:

IBAN:

BIC:

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 Agreement incorporates the
provisions printed overleaf and the schedules.

I N D E X

Clause	Heading
1	Parties
2.	Recitals
3.	Definitions and Construction
4.	Demise
5.	Lessee's Covenants
6.	Lessor's Covenants
7.	Mutual Agreements
8.	Termination
9.	General
First Schedule	Demised Premises
Second Schedule	Schedule of Condition
Third Schedule	Rights granted to the Lessee
Fourth Schedule	Exceptions and Reservations
Fifth Schedule	Rent Review
Sixth Schedule	Furniture and Appliances

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 its successors and permitted assigns / executors, administrators 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 statutory successors, successors or assigns) of the Other Part

2. WHEREAS:

- (A) The Lessor owns the Property together with the Furniture and Appliances.
- (B) The Lessor has agreed to lease the Property to the Lessee for the Term together with the Furniture and Appliances.
- (C) The Lessor acknowledges and agrees that the Property will be used by the Lessee for the Permitted Use for the Term.
- (D) The Lessor and the Lessee have agreed to enter into this Lease upon the terms and conditions hereinafter contained.

3. DEFINITIONS AND INTERPRETATION

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 **“Conduits”** means all sewers drains pipes gutters gullies ducts conduits watercourses channels flues wires cables and other forms of conducting media;
- 3.2 **“Assurance”** means the deed pursuant to which the Lessor holds title to the Property;
- 3.3 **“Furniture and Appliances”** means the furniture and appliances listed in the Sixth Schedule including contents;
- 3.4 **“Head Landlord”** means any landlord superior to the Lessor under any Lease granted to the Lessor;
- 3.5 **“Permitted Use”** is solely for residential purposes;
- 3.6 **“Property”** means the premises described in the First Schedule herewith;
- 3.7 **“Rent”** means € _____ per annum, payable in equal monthly instalments, which is inclusive of all rates, taxes (including VAT), assessments, charges, impositions and outgoings which is subject to review in accordance with the Fifth Schedule.
- 3.8 **“Schedule of Condition”** means the survey report of the Property as agreed between the parties in the Second Schedule hereto evidencing the condition in which the Property is handed over by the Lessor to the Lessee at the commencement of this Lease;
- 3.9 **“Term”** is 25 years from the Term Commencement Date;
- 3.10 **“Term Commencement Date”** means the ___ day of _____;
- 3.11 **“Utilities”** includes, but is not limited to, water, electricity, gas, heating, heating oil cable television, telephone and any IDSN line or broadband line or other connection for data in the Property;
- 3.12 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;

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 Property **TO HOLD** the same unto the Lessee for the Term **TOGETHER WITH** the easements and rights specified in the Third Schedule **EXCEPTING AND RESERVING** at all times to the Lessor the exceptions reservations easements and rights specified in the Fourth Schedule

5. THE LESSEE COVENANTS AND AGREES WITH THE LESSOR as follows:

- 5.1 To pay the Rent in equal monthly instalments on the _____ day of each month in advance, the first payment to be made on the signing hereof;
- 5.2 Not to assign, transfer, mortgage or charge, hold in trust for another, or part with the possession or occupation of the Property or any part thereof or suffer any person to occupy the Property 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

- (i) the Lessee may at its discretion grant underleases of the Property including underleases of each Apartment comprising the Property from time to time without the consent of the Lessor; and
 - (ii) 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 and 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 strictly on condition that such bodies and their liabilities under the Lease remain supported by the central government of the Irish State.
- 5.3 Upon receipt of reasonable notice, to permit the Lessor or its agents at all reasonable times to enter the Property (on a date and time agreed in advance) to examine the state of repair and condition thereof and to repair and make

good all defects of which notice in writing shall be given by the Lessee to the Lessor and for which the Lessor is liable under the provisions of this Lease within one month after the giving of such notice.

- 5.4 Upon receipt of reasonable notice to permit the Lessor or its agents and workmen at all reasonable times to enter the Property (on a date and time agreed in advance) to carry out any repairs or renovations in any adjoining premises for which the Lessor may be liable.
- 5.5 To keep the Property clean and tidy.
- 5.6 Not to make any alterations to the Property or to make any alterations whatsoever in the internal arrangements or external appearance of the Property without first obtaining the consent in writing of the Lessor.
- 5.7 During the Term, damage by the Insured Risks excepted as per clause 6.6., to keep the interior of the Property including the glass in the windows and all locks and all drains sanitary fittings appliances and pipes in good repair order and condition, the Lessor accepting and acknowledging that during the Term the interior of the Property will be subject to fair wear and tear and that it will be at the discretion of the Lessee when, in order to keep the interior of the Property in good repair order and condition, it is necessary to address the issue of fair wear and tear Provided that nothing in this Lease shall oblige the Lessee to put the Property in any better state of repair and condition than at the date hereof as evidenced by the Schedule of Condition. This covenant is subject to the provisions of clause 6.5, 6.11 and 7.5.
- 5.8 Not to do anything which causes any obstruction in or damage to any Conduits which serve the Property or any adjoining premises nor discharge therein any oil or grease or any deleterious objectionable dangerous poisonous or explosive matter or substance.
- 5.9 To keep the garden (if any) let with the Property tidy and well-tended.
- 5.10 Not to use or occupy the Property, or permit the Property 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.

- 5.11 To include in any sub-lease of the Property an obligation on the part of the sub-tenant to pay promptly for all Utilities consumed in the Property and not to cause any of the Utilities to be disconnected. Where any Utility becomes disconnected as a result of the non-payment of the Utilities by the Lessee or its sub-tenants the Lessee shall be responsible for its reconnection.
- 5.12 Not to keep or permit to be kept 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 Property; If domestic pets are kept by the Lessee he shall ensure that no nuisance is caused and the sheds, shelters or yards where such domestic pets are housed shall be properly constructed, paved and drained. All domestic pets shall be kept under control, confined or tied.
- 5.13 To notify the Lessor immediately in writing of all defects in the Property which are the Lessor's duty to repair.
- 5.14 To notify the Lessor immediately in writing of every notice received at the Property from the local or other sanitary authority and subject to the provisions of clause 6.4 to comply with it provided it relates to the interior of the Property or the gardens thereof.
- 5.15 To notify the Lessor in writing immediately on becoming aware of any significant and material damage that may be occasioned to the Property or to any property of the Lessor in the Property.
- 5.16 Not to do or omit to do anything which causes the Lessor to be in breach of the covenants in the Assurance.
- 5.17 During the last month of this tenancy, to allow the Lessor to affix a notice to the outside of the Property (if permissible) announcing that it is for sale or to let and to give the Lessee at least 30 days notice in writing of any such proposed sale or letting of the Property.
- 5.18 During the last month of this tenancy and only by prior appointment, to allow the Lessor accompanied by not more than two persons at any one time to enter the Property to view it either for the purpose of establishing the Lessee's compliance with the covenants of the Lease or for the purpose of showing it to a prospective purchaser or tenant.

- 5.19 Upon the expiration or sooner determination of the tenancy hereby created to yield up the Property to the Lessor with vacant possession (which at the option of the Lessee can include the Furniture and Appliances) and in accordance with the covenants and conditions on the part of the Lessee in this Lease, fair wear and tear excepted.
- 5.20 To pay all expenses which the Lessor reasonably incurs in:
- 5.20.1 the recovery or attempted recovery of arrears of Rent or other sums payable under this Agreement;
- 5.20.2 procuring remedy of any failure by the Lessee to comply with this Agreement.
- 5.21 To take out and maintain during the Term, Public and Employers Liability insurance in respect of their role as Lessee and will use all reasonable endeavors to ensure that any sub lease includes an obligation on the sub lessee to include personal liability in their contents insurance policy.

6. THE LESSOR COVENANTS AND WARRANTS WITH THE LESSEE

- 6.1 That the Lessor is the beneficial owner of the Property having a good marketable title to the Property and can enter into this Lease without the necessity of obtaining the consent of any Third Party and if consent is required that such consent has been obtained.
- 6.2 The Lessor shall also 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 That the Lessee paying the Rent and performing and observing the covenants and agreements on the Lessee's part contained in this Lease may peaceably hold the Property during the Term without any disturbance by the Lessor or any person lawfully claiming under or in trust for the Lessor.
- 6.4 The Lessor shall at its own expense be responsible for or if the Property forms part of a managed development where the Management Company is

responsible for the structure, common areas and external parts of the Property the Lessor shall procure that the Management Company is responsible for and maintains all structural repairs and maintenance of the exterior of the Property 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 are attached and the ground under the Property.

6.5 The Lessor shall be responsible for and shall remedy any defect which becomes apparent and is notified in writing to the Lessor in the first six months of the Term in the locks, drains, sanitary fittings, appliances and pipes in the Property and shall indemnify the Lessee against all loss or damage arising from or in connection with the defect.

6.6

6.6.1 The Lessor shall, at its own cost, insure and keep insured in the Lessor's name or in the case of the Property forming part of a managed development the Lessor shall procure that the management company at the cost of the Lessor insures and keeps insured the Property 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, or the Management Company at the Lessor's or the Management Company's own 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 including covering the Lessee in such policy to include a waiver of subrogation clause for the benefit of the Lessee.

6.6.2 The Lessor at its own expense shall insure and keep insured the Lessors contents but excluding the Lessee's contents.

6.7 To notify the Lessee of the name of the person, if any, who is authorised by the Lessor to act on his or her or its behalf in relation to the tenancy 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 The Lessor shall not be entitled to require the Lessee to remedy any alleged breach or non-compliance with the terms of this Lease and 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 prior to the determination of the Lease. The Lessor shall allow the Lessee a reasonable timeframe to address and remedy such breaches or non-compliance.
- 6.10 The Lessor shall be responsible for all taxes (including VAT), assessments, charges, impositions and outgoings other than utilities bills in respect of the Property. The Lessor at all times during the said term shall observe and comply in all respects with the provisions and requirements of any and every enactment of the Oireachtas 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 or any part thereof and at all times during the said term to 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.
- 6.11 The Lessor hereby warrants and confirms that the Furniture and Appliances are in full working order and are fit for purpose at the date hereof and 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 60 (sixty) days of the Term except where damage is caused to the Furniture and Appliances through the malicious act of the Lessee or its sub-tenants. 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.
- 6.12 The Lessor hereby covenants with the Lessee not to assign, transfer or assure the Lessor's interest in this Lease without the prior consent in writing of the Lessee, such consent not to be unreasonably withheld or delayed.
- 6.13 The Lessor covenants at its own expense to pay the service charge payable in respect of the Property and to comply with the requirements of the Head Landlord or Management Company in respect of the Property as set out in the Assurance.

7 IT IS HEREBY AGREED BETWEEN THE LESSOR AND LESSEE:-

- 7.1 That at the date hereof the Property is handed over to the Lessee in the condition as set out in the Schedule of Condition.
- 7.2 The Property must be clean and tidy and pass an inspection by the Lessee's representative and shall be vacant but furnished with the Furniture and Appliances.
- 7.3 That if any term or provision in this Lease shall be held to be illegal or unenforceable in whole or in part, such 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.
- 7.4 That the Residential Tenancies Act 2004 (as amended) does not apply to this agreement since it is a letting to a public authority
- 7.5 For the avoidance of doubt after the first 60 days referred to in clause 6.11 the Lessor shall not be responsible for the repair, maintenance, loss or damage or otherwise of the Furniture and Appliances and the Lessee shall not be responsible for the repair maintenance or otherwise of the Furniture and Appliances and the Lessor accepts and acknowledges that the Lessee has no responsibility in respect to any damage to or loss of any of the Furniture and Appliances and the Lessee shall not be obliged to return any of the Furniture and Appliances at the determination of this Lease.

8. TERMINATION

8.1 Whenever:

8.1.1 the Lessee is twenty eight days late in paying the Rent, provided same is formally demanded;

8.1.2 the Lessee is twenty eight days late in complying with any material obligation in this Lease;

the Lessor may give not less than eight 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 the Lessor shall have the right to terminate this Lease immediately by notice in writing to the Lessee but without prejudice to any claim by either party against the other in respect of any antecedent breach of covenant in this Lease.

8.2

8.2.1 If the Property or any part of thereof shall be destroyed or damaged or a reasonable means of access thereto is denied by fire or otherwise such that the Lessee cannot use the Property for the Permitted User then the Rent and the obligations of the Lessee shall be suspended until such time as the Property may be used again by the Lessee up to a maximum of 18 (eighteen) months. If after the expiration of the said 18 months the Property has not been fully reinstated and ready for use then the Lessee shall have the right to terminate this Lease by notice in writing to the Lessor and if such notice is served by the Lessee on the Lessor this Lease shall be deemed to be at an end 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 without prejudice to any claim by either party against the other in respect of any antecedent breach of covenant in this Lease

8.2.2 In the event that the Property 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 Property 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 Property.

- 8.3 Whenever the Lessor is twenty eight days late in complying with any material obligation in this Lease, and providing the Lessee has served written notice on the Lessor specifying the breach of the material obligation, the Lessee may either suspend the payment of the Rent until the Lessor has complied with the material obligation or may serve on the Lessor a notice of intention to terminate this tenancy if the breach of the material obligation is not remedied within 8 weeks of the date of service of said notice of intention to terminate ending on any day if the breach is not remedied within the 8 weeks period (unless the Lessee agrees to an extension in time) this Lease shall be at an end on the expiration of the said 8 weeks.
- 8.4 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 suffer the appointment of a receiver 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 provided always that the Lessee shall not terminate this Lease if the Lessor, despite having a Receiving Order made against it or is affected by any of the above actions is still in compliance with its covenants in this Lease.
- 8.5 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.

9. GENERAL

- 9.1 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.
- 9.2 Any notice, demand or other communication required or permitted to be given or made under this Lease shall be addressed or sent to the addresses appearing at the commencement of this Lease or any such other address as any party may previously have notified to the other party in writing.

- 9.3 Any notice or demand required or permitted to be given or made hereunder shall be validly given or made if delivered personally or dispatched by pre-paid letter post addressed as aforesaid and shall be deemed to be given or made: -
- 9.3.1 if delivered by hand – at the time of delivery; and
- 9.3.2 if sent by post – two days after same shall have been posted.
- 9.4 This Lease shall be governed by and construed in accordance with the laws of the Republic of Ireland.
- 9.5 Save in respect of any dispute arising out of clause 5.2 hereof or any dispute arising from time to time between the parties in relation to the non-payment of the Rent or any part thereof provided always that such non-payment has continued for more than 3 months from the date of the first default under the lease; and such non-payment of Rent or any part thereof does not arise under clause 8.3 of the Lease pursuant to which the Lessee is entitled to suspend the payment of the Rent pending compliance by the Lessor with its material obligations in this Lease as more particularly set out at clause 8.3 thereof which can be referred to the High Court or the Circuit Court as appropriate, if any dispute shall arise in relation to any provision of this Lease, which cannot be determined between the parties within a 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 Act 2010 and any amendments thereto or regulations thereunder.
- 9.6 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.
- 9.7 Nothing in this Lease shall imply a partnership or joint venture between the parties hereto.

FIRST SCHEDULE

The Property

ALL THAT AND THOSE the premises known as Insert address of the Apartments (and more particularly shown edged red on the attached map if applicable) **EXCLUDING** the roof, external and structural walls of the Property, all structural parts of the Property, the pre-cast slabs to which the floors and ceilings of the Property are attached and the ground under the Property (together the “Property” and each a “Property”)

SECOND SCHEDULE

SCHEDULE OF CONDITION OF PROPERTY

(Note: As more particularly shown in the photographs appended hereto (if any))

THIRD SCHEDULE
RIGHTS GRANTED TO THE LESSEE

Full right and liberty for the Lessee its servants agents invitees sub lessees and licensees as appurtenant to the Property during the Term (but subject to the rights excepted and reserved in the Fourth Schedule) in common with the Lessor and all other persons who have or may hereafter have the like right to the benefit of the easements and rights granted to the Lessor under the Assurance if any.

FOURTH SCHEDULE
EXCEPTIONS AND RESERVATIONS

There is excepted and reserved out of these presents in favour of the Lessor and their respective tenant sub-tenant licensees successors and assigns 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 (if any).

FIFTH SCHEDULE

RENT REVIEW

1. The Rent shall be subject to review on the third anniversary of the Term Commencement Date and every third year 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 the Consumer Price Index 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 on website www.cso.ie in the Irish Statistical Bulletin or other official publication or if not published on such date then the date last published on the said website or publication immediately before it.
4. If during the Term the Index shall no longer exist and there is no replacement index, then there shall be substituted in the calculation of the Rent as at the Review Date such other index as the Lessor and the Lessee shall agree or failing agreement as shall be determined by an independent expert to be nominated by the President for the time being of the Irish Institute of Chartered Accountants in Ireland or any person authorised by him to make appointments on his behalf as being a generally respected measure of the general increase or decrease in the cost of living since the Term Commencement Date where the Rent is being reviewed on the third anniversary of the Term Commencement Date or since the preceding Review Date as appropriate.

SIXTH SCHEDULE

FURNITURE AND APPLIANCES

PRESENT when the Common Seal of
The LESSOR
was affixed hereto and this Deed
was delivered :-

OR

Signed and delivered
as a Deed by
The LESSOR in the presence of

PRESENT when the common seal
of **LESSEE**
was affixed hereto