

Residential Tenancy Agreement – Áras Ghuaire, Letterfrack Student Village

Period: Dates as per website (Fixed tenancy)

Landlord : _____

Property Address : Apartment _____ Áras Ghuaire Student Village, Letterfrack, Co Galway

Landlord(Agent) & Tenant Signatures

SIGNED by Tenant(s)

1st Tenant's Signature

Room 1

2nd Tenant's Signature

Room 2

3rd Tenant's Signature

Room 3

Landlord (Agent):

Witness Signature

Keys

Received by (Signature)

Date

Front door
Bedroom Door

Front door
Bedroom Door

Front door
Bedroom Door

Electricity - Each property is metered for pre-pay electricity and is topped up by management, over the course of the academic year. The current prepay provider is Electric Ireland. The pre-pay meters allow tenants to monitor and have greater control over their electricity usage on a day-to-day basis. In the unlikely event that a property runs out of electricity credit between top-ups report this to management/office who will provide you with a top-up card, allowing you to purchase additional credit from a local Payzone shop. The top-ups purchased must be shared in equal shares by each of the tenants in the property. At the end of the academic year if credit remains on the meter this will be reimbursed equally among all residents in the property. Negative balances will be deducted from deposit in equal shares at the end of the tenancy.

Note for Tenants

1. This is a formal document intended to create legally binding obligations. Make sure you read and understand the agreement before signing. In accepting this agreement, you agree to abide fully by these terms and conditions which include staying and paying for the full period. If there is anything you do not understand in this agreement, please contact the office.
2. This is a Fixed Term Tenancy Agreement
3. The Residential Tenancies Act 2004 applies to this Agreement

Main Points to Note – Tenant Information

IMPORTANT: The following Special Provisions, more particularly described in the Tenants Covenants in Clause 3 of the Agreement, are repeated here for the avoidance of any doubt. From 1st September 2004, the Residential Tenancies Act, imposes obligations and rights on both the Landlord and Tenant. These obligations and rights form part of this Tenancy Agreement and cannot be contracted out of. See www.prtb.ie for further information.

Cancellation Policy – cancellation by email or post only, not telephone

1. Cancellation before check-in

If the applicant cancels after having paid the deposit and first part-payment, the onus will be on the lessee to find a replacement applicant. Áras Ghuaire has no obligation to find an alternative lessee. Failure to do so will result in the applicant losing all monies paid. An administration fee of €100 will apply for processing replacement Tenant.

1.1 Eviction or Early Departure after check-in

If a student is evicted, no refunds of rental will be made. Rooms are leased for the full Academic Year. Students are liable for this period even if they do not stay for all of it. In the case of early departure, the onus is on the student to find someone to take their room. Until a replacement has been found, the student will not be refunded and continues to be liable for any outstanding rental fees. An administration fee of €100 will apply for processing replacement Tenant.

2. **Punctual payment without prior demand and in the manner specified shall constitute the essence of this Agreement. In the event of late payment – a demand notice will issue after 3 days, a late fee of €50 will apply payable to the Landlord or his Agent, Subsequent demands, emails or phone calls will incur an additional doubling of this fee for each and every demand issued/request for late payment.**
3. The Tenant may be evicted for anti-social behaviour or allowing such behaviour within the dwelling.
4. Any damage to fixtures and fittings or breakdown of appliances must be reported immediately to the Landlord or his Agent.
5. **The property must be heated adequately during your tenancy.**
6. The Tenant shall not carry out in the property any profession or business whether for gain or otherwise.
7. The Tenant agrees to insure under separate cover all Tenants property and Tenants liability to the public.
8. The Tenant agrees to abide by the house rules and regulations of and any notices issued by Áras Ghuaire or Agents in charge of the Property or any common area serving the Property.
9. The Tenant agrees, subject to reasonable notice and by appointment, to permit the Landlord/ Agent to enter the Property at regular intervals throughout this Agreement for the purpose of inspecting the premises.
10. The Tenant hereby agrees upon signing this Agreement that the property is being handed over in good and clean condition throughout and that the property be handed back in the same condition, fair wear and tear excepted.

Immediately prior to the termination of this tenancy, the Tenant agrees to thoroughly clean the cooker, grill pan, fridge, other appliances, bathroom, all doors, windows, floor coverings & furnishings of the Property, and acknowledges that in the event that the Property is not handed back in perfectly clean and tidy condition, the Landlord shall be entitled to deduct the cost of repairs, damage and cleaning the Property from the security deposit.

MEMORANDUM OF AGREEMENT

1.0 DEFINITIONS:

In this agreement the following expressions have the meaning assigned to them respectively that is to say:

- 1.1 "the Agreement" shall mean the agreement herein written;
- 1.2 "Aras Ghuaire Student Village" shall mean the estate of which the Premises forms part;
- 1.3 "the Date of the Agreement" shall mean the Date referred to in the Schedule hereto as the Date of the Agreement;
- 1.4 "the Deposit" shall mean the sum referred to in the Schedule hereto as the Deposit;
- 1.5 "the Furniture and Effects" shall mean the chattels, fixtures and fittings referred to in the Schedule hereto as the Furniture and Effects;
- 1.6 "the Tenant" shall mean the person referred to in the Schedule hereto as the Tenant;
- 1.7 "the Landlord" shall mean the person referred to in the Schedule hereto as the Landlord and shall where the context so admits shall include his heirs, executors, administrators and assigns);
- 1.8 "the Management Company" shall mean Aras Ghuaire Management Limited including its employees, servant or agents or such other body or person as may from time to time be liable for the upkeep and maintenance of Aras Ghuaire Student Village;
- 1.9 "the Manner Payable" shall mean the manner of payment of the Rent as referred to in the Schedule hereto;
- 1.10 "the Rent" shall mean the sum referred to in the Schedule hereto as the Rent;
- 1.11 "the Other Students" shall mean such other persons as may be licensed by the Landlord to occupy the Premises during the Term;
- 1.12 "the Premises" shall mean the premises referred to in the Schedule hereto as the Premises;
- 1.13 "the Room" shall mean the bedroom forming that part of the premises as is more particularly referred to in the Schedule hereto as the Room;
- 1.14 "the Service Costs" shall mean the total charges due in respect of the provision of telephone, television cable, electric current, gas, water, heating, refuse service or other services as may be provided for the Premises;
- 1.15 "the Term" shall mean the term of this Agreement and shall be the period referred to in the Schedule hereto as the Term;
- 1.16 In the Agreement unless the context otherwise requires words importing the masculine gender only include the feminine gender, words importing the singular number only include the plural number and vice versa.

2.0 WHEREAS The Landlord is the owner of the Premises which is located in Aras Ghuaire, Letterfrack, County Galway. The Tenant being a student at GMIT Letterfrack Furniture College, Letterfrack or other College wishes to reside in the Premises along with the Other Students for the Term. The Agreement is entered into for the purposes of regulating the rights between parties hereto.

3.0 THE AGREEMENT is made on the Date of the Agreement, BETWEEN the Landlord of the One Part and the Tenant of the Other Part WHEREBY in consideration of the covenants and conditions hereinafter contained IT IS AGREED AS FOLLOWS:

- 4.0 The Landlord grants to the Tenant the Room for use as a bedroom for the Term and shall further make available to the Tenant and the Other Students the remainder of the Premises for use as a dwelling.
- 5.0 The Landlords covenants and agrees with the Tenants as follows:
 - 5.1 To pay the Rent (without deduction) in the Manner payable.
 - 5.2 Not to part with or share the possession of the Room or Premises or any part thereof with any person (save with such persons as the Landlord may from time to time duly authorised to use the Room or with the Other Students) and not to allow visitors to remain on the Premises after 11.30 pm.
 - 5.3 To permit the Landlord or his Agent at all reasonable times to enter the Premises and examine the state of repair and condition thereof.
 - 5.4 That the Tenant shall be liable for the maintenance, upkeep and repair of the Room and shall (along with the Other Students) be liable for the maintenance, upkeep and repair of the Premises and of the apartment block of which the Premises forms part.
 - 5.5 To repair and make good all defects of which notice in writing shall be given by the Landlord or his Agent to the Tenant and for which the Tenant is liable under the provisions hereof within fourteen days after the giving of such notice or such other period as the notice may specify, And on the failure to comply with such notice the Landlord may carry out the work referred to therein and recover the cost thereof on demand from the Tenant as liquidated damages.

- 5.6 Upon receipt of reasonable notice in writing to permit the Landlord/Agent or Workmen at all reasonable times to enter the said premises and examine the state of repair and condition thereof and to effect such repairs or renovations to the premises or adjoining premises for which the Landlord may be liable.
- 5.7 Not to make any structural alterations in the said premises or to make any alterations whatsoever in the internal arrangements or external appearance of the premises nor to erect any television aerial without first obtaining the consent in writing of the Landlord.
- 5.8 To keep the interior of the premises including the glass in the windows all locks, electric and other fittings and installations and all additions thereto and all drains sanitary fittings appliances and pipes in good and tenable repair order and condition (damage by fire only excepted) and keep the Landlord effectually indemnified against all claims in respect thereof and to pay for any damage done to any drain sewer or gully trap caused by the negligence of the Tenant his guests or agents.
- 5.9 To keep the said furniture and fittings in good tenable repair order and condition (damage by fire excepted) and to replace such of the said furniture as may be broken destroyed or damaged with other articles of equal value to the satisfaction and approval of the Landlord and not to remove the said furniture or any part thereof from the premises nor to lend or part with the possession of same either directly or indirectly to any person whomsoever without the previous consent of the Landlord.
- 5.10 To use the Premises as a private residence only for his own use and that of such other persons as the Landlord may from time to time in writing authorise to use the Premises and not to take in lodgers or paying guests and not do or allow to be done any act or thing which is likely to be or become a nuisance danger or annoyance to the Landlord or other occupiers of the premises or to adjoining occupiers and in particular to fit effective suppressors to all television radio and other electrical equipment and to use the same in a manner strictly consistent with this clause.
- 5.11 That he shall not do or suffer to be done anything which may render the Landlord liable to pay in respect of the premises or the building in which the same are situate or any part thereof more than the ordinary or present rate of premium for Insurance against fire or which may make void or voidable any Policy for such Insurance.
- 5.12 Not to hang or allow to be hung from any window any clothes or other articles for drying or any other purpose or expose same therein and not to exhibit any signboard poster or advertising matter or any flag or banner outside the premises or in the windows or doors thereof.
- 5.13 To keep the garden & courtyard of the premises in good order and condition and to preserve the bushes, shrubs and other plants now growing in same.
- 5.14 Not to keep any dog or other animal in or on the premises.
- 5.15 Not to place any obstruction bicycle dustbin or other in or upon the hall or stairways of the Premises.
- 5.16 On the signing hereof to pay to the Landlord or his Agent the Deposit as security for their performance of the tenant's obligations and to pay and compensate the Landlord for any breach of those obligations. It is agreed that this sum shall not be transferable by the Tenant in any way, and at any time, against payment of the rent and that no interest shall be payable on this deposit. The balance of the deposit to be paid to the Tenant only after vacation of the property, such amount to be assessed upon termination of this Agreement when the property is vacant. Deposit refunds will issue within 6 weeks after the expiry of lease.
- 5.17 To make use of a covered Bin and not to place any dust or refuse in or about the premises but only in said Bin for removal by the appropriate authority. All glass and cans must be disposed of at the bottle bank in the village. Fines will be applied of up to €150 if rubbish is not disposed of in the correct bin. Rubbish must not left adjacent or in the vicinity of the bin.
- 5.18 To notify the Landlord forthwith in writing of every notice received at the premises from the Local or other Sanitary Authority and to comply therewith as far as the Tenant is liable and not to suffer or permit a greater number of persons to reside on the premises than may be permitted
- 5.19 To be bound by all fire safety or health and safety regulations for the safe and orderly management of the Premises as may from time to time be imposed and to acquaint himself with such regulations.
- 5.20 To avoid any unwarranted interference with fire safety equipment (Note there will be a charge of €150.00 for breach of this covenant).
- 5.21 To make use of the mail boxes provided for mail (The post box key is hanging on the notice board in the apartment and must be returned after use).
- 5.22 To avoid any unwarranted use of the 24 hour emergency line ((Note there will be a charge of €150.00 for breach of this covenant).
- 5.23 To observe and be bound by such regulations as the Management Company may make from time to time regarding the use and enjoyment of the Room, the Premises and Aras Ghuaire Student Village.
- 5.24 That he will at the expiration or sooner determination of the Agreement peaceably surrender and yield to the Landlord possession of the premises together with the furniture effects and fittings in good repair and condition in all respects and in the rooms in which they are now situate.

- 6.0 It is hereby agreed between the Landlord and Tenant:
- 6.1 That the Tenant admits that the Room and Premises together with the Furniture and Effects and the fittings therein (to include wardrobes, hand basins, sanitary fittings, window glass, sash cords internal plumbing gas and electric fittings) are at present in good order and condition.
- 6.2 That in the event of the Rent or any part thereof being in arrears for seven days after becoming due (whether formally demanded or not) or if there be a breach or non-performance or non-observance by the Tenant of any of the said covenants herein before contained, the Landlord shall be entitled to determine the Agreement hereby created by serving on the Tenant seven days notice in writing expiring on any day whereupon the tenancy shall determine without prejudice to any claim which the Landlord may have against the Tenant in respect of any breach of the Tenant covenants or stipulations herein contained.
- 6.3 That this lease is absolutely subject to the Tenant remaining a registered student at College and in the event of the Tenant's registration as such a student being determined then this lease shall also immediately determine in which case the Tenant shall not be entitled to any refund of monies already paid and will be liable for the rent in full for the remainder of this lease.
- 6.4 Any notice required to be given to the Tenant hereunder shall be deemed duly served if sent by email or ordinary prepaid post addressed to the Tenant at the Premises.
- 6.5 That if the Agreement hereby created should continue beyond the Term, it shall in the absence of a new Agreement
- 6.5.1 Be deemed to be an Agreement determinable by one months notice in writing by either party; and
- 6.5.2 Be deemed to be an Agreement subject to the same terms, conditions, and covenants herein

Fire Safety and Prevention

Do not let grease build up on the cooker, grill or oven, and keep electric flexes well clear of cooking rings and hob. Remember - pots and pans should be placed on the cooker with handles turned in, but not over other rings. - When frying - if cooking oil does catch fire, use fire blanket, but never put yourself at risk. Don't try to move the pan, and never use water on a pan fire. - Always check that the cooker is off last thing at night **Finally**, use the cooker for cooking only, never for heating or drying clothes.

RESIDENCES ARE DESIGNATED NON-SMOKING.

Premises

Residents are jointly liable for the shared areas within the property including the internal corridor, bathroom and kitchen/living room. The cost of making good against any vandalism or other loss caused by unidentified persons will be a charge against all residents of that apartment.

Community Levy

In the event where there is damage to apartments or public areas including the exterior of the student village where those responsible cannot be identified, Management reserves the right to impose a community levy at the end of term to all residents Áras Ghuaire Village. If applied, the levy will be deducted from deposit at the end of tenancy.

FIRST SCHEDULE

Furniture and Effects:

| <u>Location</u> | <u>Description</u> | <u>Qty</u> |
|--|---|------------|
| <u>Kitchen/Dining</u> | Gloss Kitchen/other | |
| | Fire Blanket | 1 |
| | Fluorescent Light fitting | 1 |
| | Table & 3/4 Chairs | 1 |
| | Table Protector | 1 |
| | Picture | 1 |
| | Oven, Hob | 1 + 1 |
| | Fridge Freezer | 1 |
| | Microwave Oven | 1 |
| | Electric Toaster | 1 |
| | Electric Kettle | 1 |
| | General waste Bin | 1 |
| | Recycling Bin | 1 |
| | Chopping board | 1 |
| <u>Sitting Room</u> | Two-seater leather/fabric couch | 2 |
| | LCD Television & Swivel Bracket | 1 |
| | Remote Control | 1 |
| | Coffee Table / glass top | 1 |
| | ATC Lifestyle heater | 1 |
| | Eyelet Curtains & Chrome Pole | 1 |
| | Mirror | 1 |
| | Shade | 1 |
| <u>Utility</u> | Washing Machine & Dryer | 1 of each |
| | Iron | 1 |
| | Ironing Board | 1 |
| | Dustpan set | 1 |
| | Sweeping Brush, Mop & Bucket. | 1ea |
| | Hoover | 1 |
| <u>Hall</u> | Light fittings | 2 |
| | Picture | 1 |
| | Notice Board | 1 |
| | Heater | 1 |
| <u>Bathroom</u> | Towel Rail | 1 |
| | Blow Heater | 1 |
| | Bath screen | 1 |
| | Toilet brush + toilet Paper holder | 1ea |
| | Mirror | 1 |
| | Bin | 1 |
| <u>Double Bed Occupancy</u> | 4ft6 Bed frame/Divan & Mattress | 1 |
| | Built in wardrobe | 1 |
| | Desk | 1 |
| | Study Chair | 1 |
| | Blinds each | 1/2 |
| | Picture | 1 |
| | Shade | 1/2 |
| | Double Mattress Protectors / under & over | 2 |
| | Electric Heater | 1 |
| <u>2 x Single Bed Occupancy</u> | 3ft Bed frame/Divan & Mattress | 1 |
| | Built in wardrobe | 1 |
| | Desk | 1 |
| | Study Chair | 1 |
| | Blinds each | 1 |
| | Picture | 1 |
| | Shade | 1 |
| | Single Mattress Protectors / under & over | 2 |
| | Electric Heater | 1 |

| SCHEDULE OF CHARGES FOR CLEANING AND INVENTORY REPLACEMENT & FINES | AMOUNT IN EURO |
|--|------------------------------------|
| General: | |
| Floor stains or burns (damage or replacement) | Repair/ Rplacement Cost |
| Light Shades | Replacement Cost |
| Paint work / Damage per area / wall | Repair Cost |
| Removal of rubbish per bag | €15.00 |
| Damage to blinds / including staining | Repair / Laundry / Replacment Cost |
| Damage to furniture / upholstery / curtains | Repair/ Rplacement Cost |
| Smoke Damage cleaning fee | €300.00 |
| Missing Fire blanket | €150.00 |
| Burn mark on furniture per burn | Repair / Replace cost |
| Table Protector Replacement | €20.00 |
| Kitchen cleaning(ie. oven, hob, grill pan, fridge & cupboards | €100.00 minimum cost |
| Bedroom cleaning, | € 30.00 |
| Bathroom cleaning, | € 45.00 |
| Living room cleaning | € 45.00 |
| Oven cleaning | € 45.00 |
| Grill pan only cleaning | € 20.00 |
| Fridge cleaning (including defrosting) | € 30.00 |
| Damage to kitchen chairs | Repair / Replacment Cost |
| Damage to Kitchen Units | Repair / Replacment Cost |
| Bedrooms: | |
| Replacement of Single / double mattress including disposal | Sg €165.00 Db € 235.00 |
| Replacement / laundering of mattress protectors (2 on each bed) | Under € 20.00 Over € 25.00 |
| Damage bedroom blinds | Repair / Replacement Cost |
| Replacement of shades | Replacement Cost |
| Damage to Doors / Door handles | Repair / Replacement Cost |
| Replacement Remote Control | €30.00 |
| Bathroom | |
| Toilet brush / holder | € 8.00 |
| Broken toilet seat | € 35.00 |
| Bathroom bin | € 10.00 |
| Damage to sink / toilet / shower unit | Repair / Replacement Cost |
| Mop | € 10.00 |
| Mop Bucket | € 10.00 |
| Dustpan & brush | € 10.00 |
| Sweeping brush | € 10.00 |
| Kitchen Bin/s - replacement cost per bin | € 20.00 |
| Broken shelf in fridge / freezer | € 40.00 |
| Replacement kettle | € 40.00 |
| Replacement Toaster | € 40.00 |
| Replacement grill rack | € 20.00 |
| Replacement grill pan | € 40.00 |
| Replacement Key/ Change locks(replacement cost) | Replace key only € 30.00 |
| Any items not mentioned above will be assessed | Repair / Replacement Cost |
| Egg throwing or similar and clean up | €100.00 |
| Tampering with the internet/modem – Technician call out charge | €40.00 |
| Cleaning up cigarette butts outside property | €30.00 |

| | |
|--|---------|
| Misuse/Contamination of Rubbish Bins in the Car Park or Littering - Fine | €150.00 |
| Tampering of Fire Alarm or Fire Prevention equipment - Fine | €150.00 |
| Anti-Social behaviour fine Incidents which include anti-social behaviour and/or public order offences where the police are called to the property or any other similar offence whereby the landlord or agent is contacted and/or called to the property will incur €100 fine. Night time(after 11.30 pm) offences will incur higher fines | €100.00 |
| Administration Charges | |
| Late payment of rent - demand will issue after 3 Days | €50.00 |
| Subsequent Letter/email/phone (per contact) | €100.00 |
| Forgot Key - Adm charge for letting Students into apt | €10.00 |
| | |
| Checking CCTV after disturbance - Adm charge(minimum) (additional charges for damage or clean up will apply) | €50.00 |

Management strongly advises students to read their lease and to note the following:

CCTV

The student village Residences are monitored by CCTV and images produced are controlled by Aras Ghuaire Mgt Ltd. CCTV is required for the prevention and detection of crime, protecting the safety of residents and prevention and detection of damage to our property. CCTV footage is not available to residents.

- **Students are responsible for** their own linen (e.g. bed sheets, duvet, duvet cover, pillow, pillow case and towels) You will also need to bring your own pots, pans, crockery, cutlery and other cooking utensils.
- **Enquiries/Requests to the Office:-** Please email or submit in writing and deposit in letterbox beside the Arch - the office will endeavour to reply by the end of the next working day.
- **Visiting Guests** Tenants are responsible for visiting guests(max 2 visitors per tenant), any damage or nuisance caused by guests is tenants responsibility.
- **Noise** Tenants should be acutely aware that they are sharing the complex with other students and must respect the privacy and right to peace of others at all times i.e. music, TV, etc must be turned down or off by 11.00pm.
- **Smoking** is not permitted at any time in the apartments, small bins are provided in the immediate vicinity outside apartments. Under no circumstances should students hang out the window smoking and dispose of cigarette butts to the ground below. This is both a Health & Safety issue and picking up the butts is a tedious job. Evidence of smoking in your apt. will be subject to a deep cleaning fee of €300.00 at the end of your lease.
- **Waste Management** All tenants are responsible for separating their refuse and disposing of it correctly in the bins provided. Apartments not complying with waste policy will be fined €150.00 per offence detected during spot inspections. Please use recycling bin for recyclables and general bin for general waste. All glass and cans must be brought to the bottle bank in the village. When disposing of recyclables (ie milk/juice cartons and cereal packets, etc) please squash them to the smallest component possible. Waste must **NOT** be left beside the bins.
- **Ball Games** are strictly forbidden from the courtyard or any other area in the Aras Ghuaire Complex.
- **Apartment Upkeep** Management will carry out monthly inspections (notice will be given) in order to ensure the maintenance of reasonable standards, to inspect the conditions of the property and to check compliance with the Conditions of Occupancy. The Residents of the property will be informed if any work is required or if the standard of cleanliness is not adequate and a time limit set for the carrying out of this work. If there is any damage caused to the Premises which is not due to fair wear and tear or any items missing, the cost of repair/s, damage, cleaning and/or the replacement of missing items will be charged to the tenants in equal shares unless it is clear one or more individuals are responsible.
- **Keys** All students are assigned with a front door and bedroom key. When students vacate keys must be handed into the office with key tags attached.
- **DEPOSIT WILL NOT BE RETURNED UNTIL ALL KEYS ARE RETURNED IN FULL AND PROPERLY TAGGED.** Failure to do this will incur significant costs for changing the locks.
- **The Landlord's Agent/caretaker may enter the property without prior notice under the following circumstances:**
 - 1) Where the fire alarm is triggered by some incident in the property such as fire, excessive smoke, steam, etc. and appears on the information screen on the fire alarm panel.
 - 2) Where a "Pre Alarm Alert" for a property appears on the fire alarm panel screen.
 - 3) Where there is evidence of a criminal break-in.
 - 4) Evidence of a possible fire hazard, leaking water pipe or running tap resulting in damage to the property
 - 5) If windows are left open during severe weather which could result in damage to the property.
 - 6) During vacant period ie Christmas, Easter or other prolonged breaks to ensure all heaters, taps, etc. are switched off to ensure no hazards exists which could result in damage to the property.