

SCSI Professional Guidance

Residential Rented Sector Code of Practice

Second Edition



Residential Rented Sector Code of Practice

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Foreword

It is with great pleasure that I introduce to you the Rented Sector Code of Practice.

Referred to as 'the Code' within, this document has been published by the Residential Agency and the Property and Facilities Management Professional Groups in the Society of Chartered Surveyors Ireland (SCSI). The Code has been adapted using the Private Rented Sector Code of Practice published by the Royal Institution of Chartered Surveyors (RICS) (September 2014 edition, ISBN 978 1 78321 063 3). The Society of Chartered Surveyors Ireland would like to thank the RICS for their assistance in developing this Code for use in Ireland. The Code provides a common platform for those members operating in the letting and management of private residential property. This is the first edition and incorporates best practice guidance from taking the initial instruction to agreeing the tenancy with the tenant and managing the rented property.

This Code has been prepared to comply with regulatory requirements including the Property Services (Regulation) Act 2011.

This is your Code and therefore we strongly urge you to ensure that you are familiar with its contents. We have no doubt that all those involved in private residential lettings and subsequent management, will find this publication an invaluable reference resource.

The SCSI would like to take this opportunity to thank all those members involved in the development of this Code including;

Acknowledgements

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 Felicity Fox, FSCSI, Felicity Fox Auctioneers and Chartered Surveyors, Dublin
 Karol Jackson O'Shea, FSCSI, Menapia Properties, Co. Wexford
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SCSI / RICS Code of Practice

This Code has the status of guidance note and is not mandatory in its application. It provides advice to practitioners. Where procedures are recommended for specific professional tasks, these are intended to embody 'best practice'. In the opinion of the approving professional bodies, this Code represents best practice. Practitioners are not required to follow the advice and recommendations contained in the Code. They should however note the following points.

When an allegation of professional negligence is made against a practitioner, the court is likely to take account of the contents of any relevant guidance notes in deciding whether or not the practitioner acted with reasonable competence.

A practitioner conforming to the practices recommended in this Code is unlikely to be adjudged negligent on account of having followed these practices. However, practitioners have the responsibility of deciding when it is appropriate to follow the guidance. If it is followed in an appropriate case, the practitioner will not be exonerated merely because the recommendations were found in a guidance note. On the other hand, it does not follow that a practitioner will be adjudged negligent if he or she has not followed the practices recommended in this Code. It is for each individual practitioner to decide on the appropriate procedure to follow in any professional task. However, where practitioners depart from the practice recommended in this note, they should do so only for good reason. In the event of litigation, the court may require them to explain why they decided not to adopt the recommended practice.

In addition, guidance notes are relevant to professional competence in that each practitioner should be up to date and should have informed him or herself of guidance notes within a reasonable time of their promulgation.

Document status defined

SCSI / RICS produce a range of standards products. These have been defined in the table below.

Document status defined		
Type of document	Definition	Status
SCSI practice statement	Document that provides members with mandatory requirements of the Rules of Conduct for members	Mandatory
SCSI code of practice	Standard approved by SCSI that provides users with recommendations for accepted good practice as followed by conscientious surveyors	Mandatory or recommended good practice (will be confirmed in the document itself)
SCSI guidance note	Document that provides users with recommendations for accepted good practice as followed by competent and conscientious surveyors	Recommended good practice
SCSI information paper	Practice based information that provides users with the latest information and/or research	Information and/or explanatory commentary

Introduction

1.1 Scope

This Code is intended to promote best practice in the letting and management of residential property in the private rented sector.

The aim of the Code is to ensure:

- Compliance with statutory legislation
- Consistent high professional standards
- Advice and recommended best practice in terms of letting and management procedures

As a letting and management agent, you have a minimum duty to achieve compliance required by law. However, agents should aspire to a standard above minimum legal requirements and in line with industry best practice as set out in this Code.

The Code will provide useful best practice professional guidance for members to ensure compliance with all relevant statutory legislation.

This Code is delivered to members on the basis that their client is the landlord and any prospective tenant(s) is/are the consumer.

1.2 How to use this Code

This Code is applicable to Property Service Provider (PSP) licence holders category C only.

When a landlord engages an agent, the tasks and responsibilities of letting and managing property can be allocated between them at times. It is therefore important that the agent and landlord are aware of their individual obligations and duties for each task and responsibility pertaining to a letting and subsequent management. In the Code:

- The word 'must' indicates a legal requirement
- The word 'should' indicates best practice. Where you should do something and have not, you ought to be able to justify reasons for not doing it

1.3 Principles of the Code

The principles on which this Code is based are:

1. To conduct business in an honest, fair, transparent and professional manner.
2. To carry out work with due skill, care and diligence, and ensure that any staff employed have the necessary skills to carry out their tasks.
3. To ensure that clients are provided with terms of engagement which are fair and clear. These should meet all legal requirements and relevant codes of practice including reference to complaints-handling procedures and, where it exists, an appropriate redress scheme.
4. To do the utmost to avoid conflicts of interest and, where they do arise, to deal with them openly, fairly and promptly.

5. Not to discriminate unfairly in any dealings.
6. In all dealings with clients, to ensure that all communications (both financial and non-financial subject matters) are fair, clear, timely and transparent.
7. To ensure that all advertising and marketing material is honest, decent and truthful.
8. To ensure that all client money is held separately from other monies in appropriately designated accounts and is covered by adequate insurance.
9. To have adequate and appropriate professional indemnity insurance or equivalent in place that complies with the PSRA licencing requirements (please refer to www.psr.ie 'A guide to becoming a licensed property service provider') and the SCSl/RICS Rules of Conduct. Having proper cover is a key part of managing your risk.
10. To ensure that it is made clear to all parties with whom you are dealing the scope of your obligations to each party.
11. Where provided as part of the service, to give a realistic assessment of the likely selling, buying or rental price, associated cost of occupancy or of the likely financial outcome of any issues, using best professional judgment.
12. To ensure that all meetings, inspections and viewings are carried out in accordance with the client's lawful and reasonable wishes, having due regard for the security and personal safety of all parties.

2. Lettings and management

2.1 Accepting instructions from a landlord

2.1.1 Conflict of interest

Before confirming instructions, agents must check that they will not have any conflict of interest. If they do, they must declare it and get written permission from the landlord that they may continue to act.

If the landlord gives permission then, at the earliest practical opportunity, and definitely before negotiations begin, the agent must give details of the conflict of interest, in writing, to the prospective tenant.

2.1.2 Giving correct advice

An agent must provide truthful, accurate and unbiased advice to a landlord.

Where an agent advises a landlord about a letting, a realistic rental assessment must be made, reflecting current market conditions. The agent must clarify if the property is located in a Rent Pressure Zone and is therefore subject to rent predictability measures introduced in 2016. If the property is located in one of these pressure zones, the property may be subjected to rent restrictions. For more information on rent pressure zone locations and how to calculate new rent levels, visit www.rtb.ie. This Advised Letting Value must be laid out in the format as prescribed by the Property Service Regulatory Authority (PSRA). For further information and guidance on the completion of these forms, please refer to the regulation section of the SCSi website www.scsi.ie or visit www.psr.ie.

It should be supported by comparable market evidence, if available.

When offering services to a landlord:

An agent must comply with the:

- Property Services (Regulation) Act 2011,
- Consumer Protection from Unfair Trading Regulations (CPRs) 2008,
- The European Communities (Unfair terms in Consumer Contracts) Regulations, 1995,
- Sale of Goods and Supply of Services Act, 1980,
- Residential Tenancies Act(s) as amended.

An agent must not engage in any unfair commercial practice by saying, doing or omitting to do something which causes, or is likely to cause, the average consumer to take a different transactional decision.

2.1.3 Letter of engagement

When you receive instruction from the landlord to provide a property service, you must organise the completion and signing of the PSRA Letter of Engagement form. This form must be signed by both parties (Agent and Client). You should ensure you are completing the most up to date Letter of Engagement (LoE) form by downloading the form for each instruction from the PSRA website at www.psr.ie.

Confirm with your client the type of letting agency instruction. The instruction could be;

- Sole agency
- Joint sole agency
- Multiple agency

Inform your client that a completed and signed LOE is required within 7 days of receiving the property service instruction.

The SCSi has produced member guidance in completing these forms which can be downloaded at www.scsi.ie (see the regulation section of the website).

It is good practice to inform the client that the PSRA is the responsible authority for licensing PSP's and therefore there are obligations placed on agents to comply with statutory regulations.

In order to assist agents with communicating their PSRA obligations with their client, the SCSi has published a consumer guide on Letters of Engagements. These are available for free member downloading at www.scsi.ie and should be presented to your client.

You should clarify with your client whether the service required is in respect of a letting only or letting and rent collection to include subsequent management services.

2.1.4 Confirming identity

Agents should make every reasonable effort to confirming a landlord's identity before accepting instructions.

If the landlord operates as a business, the agent should identify and confirm who within the business has the authority to act on its behalf.

2.1.5 Agents obligations under Taxes Consolidation Act 1997

Agents should advise their clients of the Taxes Consolidation Act 1997 which places legal obligations on agents to forward information to the Revenue Commissioners, when requested, with the following details when managing a property on behalf of a landlord;

1. The full name and address of all such premises,
2. The name and address of every person to whom such premises belong,
3. A statement of rents and other such payments arising from such premises,
4. Such other particulars relating to all such premises as may be specified in the above.

2.1.6 Non-resident individuals and companies

Withholding tax applies where rent is payable to a non-resident landlord. Where the non-resident landlord has an agent, who is resident in the State collecting the rent, the agent is required to withhold 20% tax as Collection Agent for the landlord and is required to submit an annual tax return and account for the tax due under Self-Assessment. More information on this can be obtained on the Revenue's website www.revenue.ie.

There are also options available for foreign investors to apply to the Revenue Commissioners for a certificate of exemption from the withholding tax. You should keep a copy of this certificate on your file if furnished by a landlord.

3. Lettings

3.1 Marketing and advertising

You must always act in good faith, with the standard of care and skill that is in accordance with honest market practice.

Before letting, you must obtain any consent needed, for example, joint owner, lender, insurance company, superior landlord, freeholder and local authority. You must also comply with the obligations and requirements of safety legislation, standards and regulations that apply to rented property.

If the owner of a leasehold property wishes to let the property, they must consider the terms of that property's lease to the immediate landlord and any covenants or other obligations that will need to be included in the tenancy agreement. You should draw these to the attention of potential tenants at the earliest appropriate opportunity.

In summary, agents;

- must not exert undue pressure on any potential tenant,
- must take reasonable steps to ensure that all statements made about a property, whether oral, pictorial or written, are correct and are not misleading. The information must be provided in a clear and timely manner and must not omit or hide material information,
- must not engage in any unfair commercial practice by saying, doing or omitting to do something which causes, or is likely to cause, the average consumer to take a different transactional decision,
- should explain all the possible tenancy options to the prospective landlord and tenant, including any potential for longer term lets. You should also explain the rights for the landlord and the tenant in relation to the Residential Tenancies Act 2004 and amended legislation in 2015.

It is also important that any 'To let' boards must comply with planning, statutory and management company regulations, if the property forms part of the multi-unit development. Confirmation should be sought from the client to establish whether 'To Let' boards can and are to be erected. Agents are reminded that advertising boards must contain the agents PSRA registration number.

If asked to let a leasehold property, the agent must ask the leaseholder for full details of all covenants or obligations that may apply to the tenant and which must be incorporated in any tenancy agreement.

3.2 Residential Tenancies Board (RTB)

Agents should inform the client that they are required to register with the RTB. All tenancies must be registered with the RTB within one month of the commencement of the tenancy. The RTB has a statutory basis and part of its remit is to resolve disputes which arise either during or after the termination of a tenancy.

If there is a dispute relating to the tenancy, both the landlord and the tenant should be directed to the dispute resolution section of the RTB website on www.rtb.ie.

3.3 Building Energy Ratings (BER)

Inform your client that the property cannot be advertised for rent until a BER is completed on the property. The inclusion of Building Energy Ratings in all residential letting advertisements including newspaper adverts, internet advertisements and window advertisements is mandatory since the introduction of the European Union (Energy Performance of Buildings) Regulations 2012.

You should ensure that the energy performance indicator of the current BER certificate for the building is stated in any advertisements relating to the letting of the property. More information in relation to the advertising of BER's can be downloaded from the Sustainable Energy Authority of Ireland at www.seai.ie/your_building/ber.

3.4 Minimum Housing Standards

Ensure that the property complies with the Housing (Standards for Rented Houses) Regulations 2008, the Housing (Standards for Rented Houses) (Amendment) Regulations 2009 and the Housing (Standards for Rented Houses) Regulations 2017. More information on the minimum Standards is located in the appendix of this Code.

3.5 Fire regulations

Draw your client's attention to the fire regulations for rented dwellings.
(see section 5.3.6.1)

3.6 Viewings and access arrangements

You must advise tenants of all material information and ensure that there are no misleading omissions from the information provided. This includes responses to questions from potential tenants.

When arranging for a potential tenant to view an already tenanted property, you must ensure that the existing tenant is given appropriate and reasonable notice (24 hours recommended) of the appointment and in accordance with any provisions within the tenancy agreement, unless other arrangements have been made with the agreement of the tenant. It is recommended that viewings should be accompanied. Keys should not be held with the label showing the property address. Security of staff should be considered (especially female staff). If possible it is best to meet unknown individuals at the agent's office and confirm telephone numbers.

When accompanying a potential tenant on a viewing, you should take appropriate steps to ensure the personal safety of all involved.

3.7 Agreeing the letting

You should ensure you understand the requirements of potential tenants and the flexibility on tenancy length offered by the Residential Tenancies (Amendment Act) 2016 to meet these requirements. Consideration should be given to the granting of longer tenancy agreements where this is appropriate for both parties.

When negotiations are concluded, you should send written confirmation to the potential tenant setting out:

- the tenancy terms,
- the costs that the tenant will be responsible for,

- the security deposit required,
- the total sum required on signing,
- any guarantor requirements, if applicable,
- the methods of payment that could apply; and,
- the procedure to follow when the tenant comes to sign the tenancy agreement.

3.8 References and checks

You must obtain the prospective tenant's consent before seeking a reference or carrying out a credit check.

You should take references that are in accordance with the individual circumstances of the tenant and should take care in validating their authenticity. You should keep a record of the steps you take to do this.

3.9 Inventory

Prior to the commencement of the tenancy, an appropriate inventory should be prepared. This may need to be covered specifically in the Letter of Engagement agreement.

The principle items to be included in the inventory must be made clear to the potential tenant at the earliest convenient opportunity.

If an inventory is to be carried out as part of the property service, members are recommended to record as many details of the property as possible. This can be achieved by taking photos and / or videos of the property.

Where appropriate, a note should be made of the condition of an item i.e new, worn scratched etc. Some useful internet applications (apps) have been produced for use on smartphones and tablets. A quick search on the app store will bring up several results for 'inventory rental'. These can be useful tools to ensure that the inventory is well documented.

3.10 Company lets

Where residential properties are let to a company rather than an individual, the company is responsible for all of the tenant's obligations under the terms of the tenancy agreement in the same way an individual tenant would be.

You should request sufficient details to legally identify the company, such as the company registration number and who may legally contract on behalf of the company.

You should be informed of the identity of the occupier from the tenant company. The tenancy agreement should allow the property to be occupied by the permitted occupier only together with their family.

The tenancy agreement should include a clause making clear that money paid by the occupier towards the rent will be paid as an agent on behalf of the company.

4. Entering into a Tenancy Agreement

Prospective tenants should be given adequate time to read the agreement prior to signing.

If the landlord is to sign the agreement personally but will not be present when the tenant(s) sign, the agreement should be signed by the tenant first and then signed by the landlord within a reasonable period of time.

The tenancy agreement must be signed by the landlord or his or her representative. The counterpart tenancy agreement must be signed by all the tenants and dated to effect execution.

You should arrange for the inventory to be signed in accordance with paragraph 3.9.

Provide the tenant with at least one complete set of keys and include a record of the keys in the inventory. On managed properties, always hold a set of keys in the office for emergencies.

A receipt should always be issued for any initial payments made.

The SCSi has published three consumer guides which will be of benefit to landlords and tenants;

- A Short Guide to Security Deposits for Residential Tenancies
- A Clear Impartial Guide to Letting
- A Guide to Being a Good Tenant

You should provide the landlord and the tenant with a copy of these guides which are available at www.scsi.ie/advice/consumer_guides.

4.1 Services

You should arrange for any necessary re-connection of services, for initial readings of meters to be recorded on the inventory, and ensure the tenant becomes the customer for the services.

4.2 Formal tenancy agreement

You should give the tenant the opportunity to raise queries to clarify the rights and obligations of the tenancy agreement.

An appropriate payment method for the rent should be agreed with the tenant.

The tenancy agreement must be signed by the landlord or their representative. The counterpart tenancy agreement must be signed and dated by all of the tenants in order to come into effect. The tenant should be given the signed tenancy agreement. The landlord should retain the counterpart agreement.

Where letting to joint tenants, you should ensure that all tenants sign the tenancy agreement wherever possible. If this is not practical, someone else can sign on their behalf so long as they are duly authorised to do so and you have clear evidence of this authority.

Any guarantors must sign a written deed of guarantee that clearly states their obligations. You should ensure the inventory is signed by or on behalf of the parties and dated.

You should provide the tenant with at least one complete set of keys that is recorded in the inventory.

You should consider identifying a lead tenant to whom key correspondence and enquiries are directed and who arranges rent payments. However, some legal documents need to be served on all tenants.

5. Property management

5.1 General arrangements

You should always manage properties in an open and transparent way, subject to maintaining confidentiality in respect of personal information.

You should advise tenants of your contact details for day-to-day tenancy management matters and should be available:

- to be contacted during normal working hours and you should provide an emergency out of hours number,
- to meet tenants; and,
- to inspect the property at reasonable times and intervals.

If requested, you should assist tenants in understanding their tenancy agreement or other terms of occupation by explanation or by referring them to the citizens information service www.citizensinformation.ie or threshold www.threshold.ie for independent advice.

You should not give advice about the tenant's legal rights. You should take steps to keep informed of developments in legislation affecting residential management to keep wholly within the law.

You must ensure that the property and all equipment meet the requirements of the relevant regulations and licensing.

You must not cause or permit a dwelling to be overcrowded.

You should also be aware of the SCSi Code of Practice, Property Management in Multi-Unit Developments which is available to members at www.scsi.ie for free downloading. This Code applies to managing agents of multi-unit developments which requires a category D property service licence.

5.2 Financial management

5.2.1 Client's money

Money held, deposits or rent collected for and on behalf of, tenant or ex-tenant, client or ex-client landlord is considered as client money.

You should keep adequate accounts and records to show all dealings with client money.

Client money should be held separately from landlord or agent money and you must be able to account immediately for all money held on behalf of a client or a tenant.

Clients' money should only be withdrawn from an account:

- where it is properly required for payment to, or on behalf of, the person entitled to it,
- when meeting agreed costs,
- for payment of any remuneration or reimbursement of expenses in carrying out services to which the landlord or agent is entitled, with the written agreement of the client,
- in the exercise of accessing any interest to which the landlord or agent is entitled,

- for transfer to another client account;
- when non-client money was used to open or maintain the account.
- Remitting withholding tax (20%) to the Revenue Commissioners.

Otherwise, no deductions should be made from clients' money without the client's prior written permission. You should give sufficient notice prior to the deduction so they are able to object to it, if necessary.

You should advise clients or tenants in writing that you are not liable to repay lost money through bank failure.

5.2.2 Proceeds of crime

Use your best endeavours to verify that the person instructing you is the owner, or has the legal authority of the owner/leaseholder (including joint owners). If confirmation of ownership, including joint ownership, is considered appropriate, this should be obtained in writing.

Legislation covered in the Criminal Justice (Money Laundering and Terrorist Financing Act) 2010, sets out obligations on designated persons to guard against their business being used for money laundering or terrorist financing purpose. The definition of a 'designated person' includes that of a property service provider (estate agent).

Agents should make themselves aware of SCSi professional guidance on money laundering and terrorist financing.

Some important legal obligations for the agents to be reminded of are as follows;

- Identify and verify the customer's identity – keep copies of all records and I.D,
- Obtain information on the purpose and nature of the business – sale, letting, or management of a property,
- Conduct ongoing monitoring.

You must report any suspicion that another person is engaged in money laundering or other related financial crime to the Anti-Money Laundering Compliance Unit or visit www.amlcu.gov.ie.

For further information on anti-money laundering please refer to the SCSi website at www.scsi.ie/regulation/psra_compliance

5.3 Tenancy management

You must levy rents and other charges and manage the property in accordance with the law and the clauses of the relevant tenancy agreement.

You should communicate promptly with the tenant, and any client as appropriate, on any important issues or obligations relating to the use and occupation of the property, including material breaches of the tenancy agreement that you become aware of.

You should respond promptly to reasonable written requests from tenants for and, where appropriate, consents required under the tenancy agreement should be granted promptly. Where applicable under the terms of the tenancy when an application is refused, reasons should be given. Unless authorised by the tenancy or lease or, in the case of certain transactions accepted by the courts (e.g. subletting), you should not charge the tenant for considering an application or granting permission.

5.3.1 Actions following a new letting

You should assist the tenant with the necessary information to ensure that the tenant registers as the customer for services from the commencement of the letting in accordance with their obligations under the tenancy agreement.

Where utilities are metered, meter readings should be taken and recorded. Utility companies should be advised for water, sewerage, gas and electricity, as appropriate.

5.3.2 Rent

5.3.2.1 Rent payments and review of rent

Rent demands (if used) should be clear and easily understandable by tenants. Avoid using codes and abbreviations if possible; if you do use them, they should be clearly explained.

You must provide a rent book if there is no written lease in place and ensure that any rent book is kept up to date. Where payment of rent is handed over in cash, a receipt should be given. In other cases, a receipt should be given if requested. An annual statement of rent payments received should be made available to tenants on request.

5.3.2.2 Social welfare rent allowance

You must not discriminate against those that are in receipt of rent allowance. You must co-operate with a tenant's claim for social welfare support in relation to rent support. You should supply any necessary information promptly to ensure that the claim can be processed as quickly as possible.

You should ensure the tenant is made aware before signing any agreement that they are committed to pay the rent, whether or not they are entitled to receive social welfare support in relation to housing and that they will be required to make up any shortfall.

5.3.2.3 Arrears

Where rents are not received when due, you should communicate promptly with the tenant. Where social welfare rent support is being paid directly to the tenant, and payments cease or are varied, you should inform the local authority or the Department of Social Protection as soon as possible. Where social welfare support is paid directly to you, and payments cease or are varied, you should notify the tenant as soon as possible.

You should keep channels of communication open with your tenants and encourage tenants to let you know if they are under financial difficulties. You should maintain contact with tenants in cases where arrears continue to accumulate and recommend that they seek independent advice (e.g. from the Citizens Information service or a legal adviser).

A tenant must not be evicted without a possession order and following due process. If tenants are facing eviction and are threatened with homelessness (especially if they are vulnerable or there are children living with them) you should suggest they contact their local authority housing team for support in accessing alternative accommodation.

5.3.3 Service charge

If administering a service charge, please refer to the *SCSI Property Management in Multi-Unit Developments* Code of Practice that can be downloaded at www.scsi.ie. This guidance outlines best practice for property managing agents in relation to owner management companies and may be of assistance to the letting managing agent also.

5.3.4 Repairs and maintenance

You must take all reasonable measures to provide housing that is safe and without risks to health. The duties of the parties should be stated in the tenancy agreement, as set out in relevant legislation. You should be aware of repairing obligations imposed by statute and common law.

You must be prudent in the selection of persons who are competent to perform repairs and maintenance on the property. You should take reasonable steps to ensure such contractors have:

- public liability insurance,
- professional indemnity insurance, if appropriate,
- relevant trade qualifications where required; and,
- appropriate health and safety risk assessments and adopt safe systems of work.

You should be aware of health and safety regulations especially those that relate to work on domestic dwellings due to take more than 30 days or more than 500 person days. The Health and Safety Authority have issued guidance for homeowners regarding health and safety obligations on domestic properties and this is available at www.hsa.ie

You should also pass over any relevant health and safety information you hold to any contractor/designer, including regarding asbestos.

Matters of disrepair should be dealt with promptly and in a timely manner appropriate to their urgency, placing a priority on reducing any risk to people.

You should ensure tenants know how to report repair and maintenance issues and have an established procedure for dealing with urgent requests for repair work, particularly for out-of-office hours.

Tenants must never be evicted for simply requesting repairs to the property.

Landlords should be advised to keep the structure and exterior of the property in repair. If an agent is charged with this duty then, in the event that the agent is unable to carry out this duty for any reason, the duty must revert to the landlord or otherwise provisions must be put in place for keeping the structure and exterior of the property in repair.

You must repair and keep in proper working order the installations for space heating and water heating, together with the installations for the supply of gas, water, electricity and drainage.

You should ensure that tenants are aware of their responsibility to act in a tenant-like manner and to carry out minor repairs, such as replacing bulbs or clearing pipes or drains they have blocked.

When arranging repair and maintenance work on a let property, you must be aware that tenants are entitled to the quiet enjoyment of their homes and you must seek to minimise disruption.

You should consult tenants on the details and programme for carrying out such works, unless urgency or the tenancy agreement dictates otherwise. Works must be carried out to a reasonable minimum standard so that they do not need to be repeated within a short period of time relative to their nature and reasonable expectations.

You should maintain accurate and complete records of all maintenance and insurance of the property and hold records safely for the required period of time.

You should ensure that sufficient funds from the landlord are available prior to instructing a contractor. The method of payment should be agreed between all parties prior to works commencing.

You should disclose any commission you might receive from the contractor at the time that estimates are provided to the landlord.

5.3.5 Health and safety and contractor management

You should inspect the property at appropriate intervals to identify whether or not there are any hazards or repairs that require attention. You should maintain a record of the inspections and any action required and taken.

You should seek to reduce any unacceptable health and safety risks that are identified.

5.3.6 Services

5.3.6.1 Fire safety and testing

You should draw your client's attention to the fire regulations for rented dwellings. Houses in multi-unit buildings must contain a mains-wired smoke alarm, a fire blanket, emergency lighting and an emergency evacuation plan.

Where a rental unit is not part of a multiple unit, it must have either a mains-wired smoke alarm or at least two 10-year self-contained battery operated smoke alarms and a fire blanket.

5.3.6.2 Carbon monoxide alarms

Carbon monoxide detectors should be provided in all properties where a gas or solid fuel appliance is present.

5.3.6.3 Gas

All gas appliances, flues, installation pipework etc. must be maintained in a safe condition in accordance with the Gas Safety (Installation and Use) Regulations 1998.

Landlords have a responsibility under Statutory Instrument S.I 534 of 2008 Housing (Standards for Rented Houses) Regulations 2008 to ensure that the gas installation in the house or apartment shall be maintained in good repair and safe working order.

5.3.6.4 Solid fuel

You must ensure the safety of solid fuel heating installations and carry out appropriate routine maintenance. You should maintain a record of servicing and work carried out.

5.3.7 Access

Once a tenant occupies the property, a landlord or agent is only allowed to enter the property with the tenant's permission or in an emergency. If repairs or an inspection is needed to be carried out on the premises then the landlord must make a prior arrangement with the tenant to gain access.

5.3.8 Harassment and unlawful eviction

Tenants are entitled to quiet and peaceable enjoyment of the property. You must not interfere with this right except with the tenants' agreement or in the event of an emergency. Locking the tenant out of the property, cutting off services or otherwise interfering with the tenants' right to quiet and peaceable enjoyment is an offence.

5.3.9 Insurance

The insurance obligations of the parties should be set out in the tenancy agreement. The tenant should be made aware of their responsibilities and the scope and limitations in respect of any insurance held by the landlord in respect of the property.

It is recommended that landlords should have in place property owners' liability insurance and contents insurance where applicable.

Insurers should be notified of claims or potential claims at the earliest opportunity. Claim settlements should be treated as belonging to the persons suffering damage. Unless otherwise agreed, you should not deduct arrears or other payments due when passing them on to the claimant.

Any arrangements regarding payment of any excess should be clearly set out in the tenancy agreement.

Agents dealing with insurance issues should be mindful of the insurance regulations on regulated activities. Please visit the Central Bank of Ireland website frequently asked questions relating to insurance undertakings on www.centralbank.ie.

6. Terminating a tenancy

6.1 Bringing a tenancy to an end

The rights of landlords and tenants to terminate a tenancy are in large measure governed by the provisions of the Residential Tenancies Act 2016. It is imperative that the correct termination of tenancy form is used which can be downloaded at www.rtb.ie

On giving or receiving notice to bring a tenancy to an end, you should provide a tenant with general written guidance as to what steps need to be taken to prepare the property for the final checkout, handover of keys and other matters. You should draw the tenant's attention to any specific clauses or obligations within the tenancy agreement relating in particular to proposed deductions from the tenancy deposit but also, for example, to specified standards of cleaning etc.

If you serve a notice on a tenant to terminate a tenancy you must comply with the prescribed time limits. There should be a system in place to monitor the response from a tenant regarding the vacation of a property when notice has been served.

Notice period for Landlords

Notice Period	Duration of Tenancy
28 days	Less than 6 months
35 days	6 months or more but less than 1 year
42 days	1 year or more but less than 2 years
56 days	2 years or more but less than 3 years
84 days	3 years or more but less than 4 years
112 days	4 years or more but less than 5 years
	5 years or more but less than 6 years 140 days
	6 years or more but less than 7 years 168 days
	7 years or more but less than 8 years 196 days
	8 or more years 224 days

You should inform a client landlord, promptly and in writing, of the receipt of a lawful notice from a tenant.

Where a tenant does not vacate a property on the due date, you should make reasonable efforts to ascertain the tenant's intentions as soon as practicable and before instigating possession proceedings through the courts.

Notice Period for Tenants

Notice Period	Duration of Tenancy
28 days	Less than 6 months
35 days	6 months or more but less than 1 year
42 days	1 year or more but less than 2 years
56 days	2 years or more but less than 3 years
84 days	3 years or more but less than 4 years
112 days	4 years or more but less than 5 years
140 days	5 years or more but less than 6 years
168 days	6 years or more but less than 7 years
196 days	7 years or more but less than 8 years
224 days	8 or more years

Where a tenant does not vacate a property on the due date, you should advise the client landlord promptly and co-operate fully and promptly with legal advisers acting for, or appointed on behalf of, client landlords.

Where appropriate, you must take steps to notify any legal protection or expenses to insurers.

All keys and fobs relating to the tenanted property should be received or collected on the day the tenancy terminates.

6.2 Once the property has been vacated

The vacated property should be inspected within 24 hours of becoming vacant, or on the next working day, to establish whether it has been returned to the landlord in the condition specified in the tenancy agreement. The tenant should be given a reasonable opportunity to attend the inventory checkout.

The local authority and utility companies should be notified of the change in, or discontinuance of, occupation.

In obtaining estimates for restoring the property and contents, all actions should be duly recorded. You must make proper allowance for fair wear and tear and no claim can be made for any deterioration which is fairly attributable to fair wear and tear. The SCSl, the Residential Tenancies Board (RTB), Threshold and the Union of Students in Ireland has published a useful consumer guide 'A Guide to Security Deposits for Private Residential Tenancies' and this can be downloaded on the SCSl website. Agents may wish to provide tenants with a copy of this consumer guide.

The tenant's deposit should not be refunded until the final inspection has taken place and you are satisfied that the deposit should be refunded. Deposit sums not in dispute should be refunded to the tenant within a reasonable time from the end of the tenancy. Any balance remaining should be refunded within a reasonable time after reaching agreement between the parties of what is to be refunded.

The grounds for any retention from the deposit must be provided to the former tenant in writing, if requested.

7. Tenancy renewals and changes

You must be clear and transparent about all fees payable and potentially payable by the tenant to the landlord.

Where a tenancy is to be renewed you should satisfy yourself that all the necessary consents including from lenders and superior landlords have been obtained. You must ensure that the correct time-frame is in place to issue a notice to renew a tenancy as properties located in rent pressure zones will have specific time periods for rent reviews. Both the SCSl and the RTB have Rent Pressure Zone calculators on their respective websites which will assist in calculating dates and new rent parameters for renewals.

You must be clear and transparent to the client about all fees payable and potentially payable on any tenancy renewal or change to a tenancy prior to that client making a transactional decision to enter into a contractual relationship with the tenant.

Where the tenancy is to be renewed by contract, a procedure should be in place for consulting the landlord well in advance of serving statutory notices.

8. Additional responsibilities for the management of multi-let buildings and common parts

8.1 Health and safety

8.1.1 Health and safety risk assessment and policy

Health and safety risk assessments and policies vary significantly in scope and proportionality depending on the building and individual circumstances. While legal responsibilities and liabilities are absolute, the required actions to ensure compliance should be proportionate to the individual circumstance.

A health and safety risk assessment of any common parts must be carried out by a suitably competent person.

The risk assessment and the subsequent health and safety policy must be proportionate in scope to the property and circumstances. You must continually ensure the scope of the risk assessment has not changed; for example, if the building is let to individuals who are unusually vulnerable or have special needs. The health and safety policy must address lone worker safety.

All recommendations of the risk assessment and policy must be carried out, with appropriate records kept safely to demonstrate compliance.

You should put a monitoring process in place to ensure the requirements of the risk assessment and policy are being met at all times and that suitable training is provided to individuals to ensure and demonstrate that they are competent to carry out their duties to satisfy the requirements of the assessment.

You must put in place a system of contractor control to ensure that all hazards and requirements identified in the risk assessment and policy are drawn to the attention of any party that needs to know that information; for example, staff or contractors working at the building. You must instigate an appropriate system of ensuring contractor compliance with the building's health and safety risk assessment and policy.

Where appropriate you must ensure that contractors carry out their own risk assessments and maintain their own health and safety policies.

8.1.2 Risks specific to common area management

Risk assessments must be considered for:

- the operation of mixed use areas, including waste disposal and car parking,
- car park and personnel gates, both in terms of operational safety and means of escape in the event of fire,
- cycle parking or bike stands; and,
- lifts including maintenance and operation in the event of fire.

8.1.3 Asbestos

An asbestos risk assessment should be carried out to common parts. You should take reasonable measures to identify the presence and assess the risk of asbestos to let areas. If appropriate, depending on circumstances such as the age and history of the building, an asbestos survey should be carried out with all recommendations adhered to. You must draw the attention of occupiers, contractors and others at potential risk to the presence of any asbestos, if you are aware, and take all necessary measures to ensure the risk is managed safely.

8.1.4 Fire safety

You must carry out a fire risk assessment and implement all recommendations.

You must formulate and maintain a method of monitoring that all recommendations are continually adhered to, for example maintaining clear escape routes and signage. You must be vigilant to any change in on-site conditions that may require a re-assessment of risk, for example the loss of an assembly area.

8.1.5 Water safety

You should clearly understand the ownership and maintenance responsibilities of the water supply(ies) to the building.

8.1.6 Crisis management

You should develop an appropriate policy and procedure for dealing with emergencies and crisis management. In addition to procedures to follow in the event of an emergency, this should include:

- record keeping,
- reporting lines,
- insurers' details,
- press and communication procedures; and,
- counselling.

8.2 Disposal of waste and recycling

You should provide adequate means of storage of waste so as to prevent a risk to health and hygiene.

You should, as required by the local authority or waste removal contractor, provide adequate means of separation of waste by type, including for recycling, and provide clear signage and guidance for tenants on the requirements for waste separation as appropriate.

8.3 Staff management

You should notify tenants of any change in staff who are the tenants' main point of contact.

8.4 Noise

You should seek to reduce disturbance to residents from noise; for example, noisy mechanical and electrical installations or hard surface floors in inappropriate locations.

You should ensure that the right to quiet and peaceful enjoyment of the accommodation is incorporated into the tenancy agreement and that the agreement imposes that obligation on tenants for the benefit of other residents.

8.5 Mixed tenure schemes

Where properties include affordable or social housing alongside private housing, arrangements should be established with the registered provider (of the social housing) for exchange of information and your attendance at joint management meetings.

8.6 Disputes

You should put in place policies and procedures for handling disputes and complaints of nuisance between occupiers. These procedures should be made available, their existence made known and the response times for their various stages included. All parties should be dealt with fairly.

Disputes should be resolved by informal means where possible before turning to any formal provision in the tenancy agreement. Where not provided for in the tenancy agreement, alternative dispute resolution methods may be suggested such as the RTB.

8.7 Security

You should provide adequate security measures, procedures and systems to common parts and living spaces for the protection of residents, visitors and possessions.

You should make reasonable efforts by way of referencing and vetting procedures to ensure that staff and workers employed in a building are fit and proper persons appropriate to their role and level of responsibility and supervision.

You should provide appropriate means of holding mail and deliveries until collected by the tenant.

Appendix A: Glossary of terms

This glossary gives definitions of key terms used in the Code.

Agent	A company or individual employed to let or manage residential property on behalf of a landlord and is licensed with the Property Service Regulatory Authority.
Client	A person or organisation who has instructed you or your organisation to act on its behalf.
Client's money	Money held on behalf of client landlords and deposits or money held for and on behalf of tenants or potential tenants
Common parts	Any part of a building containing the property and any land or premises which the tenant is entitled under the common with the owners or occupiers of other dwellings.
Company let	When a company rather than an individual takes on a tenancy or a tenancy agreement as the 'tenant'. An employee of the company then occupies the premises as a licensee of the tenant.
Conflict of interest	Where an agent acts for clients who have competing interests or where an agent's personal interests conflict, or could potentially conflict, with those of the client or tenant.
Consumer	Anyone who is acting outside their trade, business or profession. This can include clients, potential clients, landlords, potential landlords, tenants, potential tenants and others identified within regulation 2 of the Consumer Protection from Unfair Trading Regulations 2008.

Appendix B

Rights of landlords

- Set or review the rent in accordance with the Residential Tenancies Act 2004-2015.
- Receive the rent from a tenant on the date it is due.
- Pay any charges related to the property e.g. taxes and duties
- End the tenancy without reason within the first six months of the tenancy. However, special care should be taken when dealing with Fixed Term tenancies.
- Be informed of who is living in the property.
- Decide whether to allow sub-letting by the tenant (does not apply to Approved Housing Body landlords).
- Be informed of any repairs needed and be granted access to fix them.
- Refer disputes to the Residential Tenancies Board (RTB) once the tenancy is registered.

Obligations for landlords

Under law, a landlord cannot refuse to rent property to any prospective tenant because of their gender, marital status, family status, sexual orientation, religion, age, disability, race or membership of the Traveller's community.

From 1st January 2016 a landlord cannot discriminate against a person in receipt of rent supplement, housing assistance or any payment under the Social Welfare Acts.

You must:

- Register the tenancy agreement with the RTB. If you do not register, then you will not be able to avail of the RTB's dispute resolution service and you may be prosecuted.
- Provide your tenant with a rent book and receipts of payments.
- Make sure that your property is in good condition.
- Maintain the property to the standard it was at the start of the tenancy.
- Reimburse the tenants for any repairs carried out on the structure.
- Insure the property.
- Provide your tenant with information and contact details of any agent who deals on your behalf.
- Provide your tenant with your contact details if you don't use an agent.
- Give tenants 90 days' notice of a rent review if applicable.
- Give tenants a written Notice of Termination of tenancy. Please see our Sample Notices of Termination page.
- Return deposits to your tenant at the end of tenancy if appropriate.
- Give tenants notice of any impending inspections of the property.

Appendix C



What are the Minimum Standards to which a Tenant is entitled to in Rented Accommodation?

Minimum standards are set out in the Housing (Standards for Rented Houses) Regulations 2008 and the Housing (Standards for Rented Houses) (Amendment) Regulations 2009-2017. These regulations specify requirements in relation to a range of matters such as structural repair, absence of damp and rot, sanitary facilities, heating, ventilation, light and safety of gas and electrical supply. Full details are available on the Department's website www.environ.ie.

All landlords have a legal obligation to ensure that their rented properties comply with these regulations and Local Authorities are responsible for the enforcement of the regulations.

What are the main features of the new Regulations?

➤ Article 5 - Structural Condition

- All rental accommodation must be maintained in a proper state of structural repair. This means that the dwelling must be essentially sound, internally and externally, with roof, roofing tiles and slates, windows, floors, ceilings, walls, stairs, doors, skirting boards, fascia, tiles on any floor, ceiling and wall, gutters, down pipes, fittings, furnishings, gardens and common areas maintained in good condition and repair and not defective due to dampness or otherwise.

➤ Article 6 - Sanitary Facilities

- All rental accommodation must contain the following self-contained sanitary facilities:
 - Water closet (toilet), with wash hand basin adjacent to it supplied with hot and cold water
 - Fixed bath or shower, supplied with hot and cold water
- These facilities must be provided in a room separate from other rooms by a wall and door and contain separate ventilation.

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➤ Article 7 - Heating Facilities

- All habitable rooms must contain a fixed appliance (or appliances) capable of providing effective heating. The tenant must be able to control the operation of the heating appliance.

➤ Article 8 - Food Preparation and Storage and Laundry

- All rental accommodation shall contain the following self-contained facilities:
 - 4 ring hob with oven and grill
 - Provision for the effective and safe removal of fumes to the external air by means of cooker hood or an extractor fan
 - Fridge and freezer
 - Microwave oven
 - Sink with a draining area
 - Adequate number of kitchen presses for food storage purposes
 - Washing machine within the dwelling unit or access to a communal washing machine facility within the curtilage of the building
 - In cases where the accommodation does not contain a garden or yard for the exclusive use of this accommodation, a dryer must be provided.

➤ Article 9 - Ventilation

- All habitable rooms must have adequate ventilation, maintained in good repair and working order. Kitchens and bathrooms must be provided with adequate ventilation for the removal of water vapour to the external air.

➤ Article 10 - Lighting

- All habitable rooms must have adequate natural lighting
- All rooms (including every hall, stairs and landing) must have a suitable and adequate means of artificial lighting.
- The windows of every room containing a bath and/or shower and a water-closet shall be suitably and adequately screened to ensure privacy

➤ Article 11 - Fire Safety

- Multi-unit dwellings are required to contain a mains-wired smoke alarm, a fire blanket, emergency lighting in common areas and an emergency evacuation plan.
- Rental units that do not form part of a multiple unit must have a fire blanket and either a mains-wired smoke alarm or at least two 10-year self-contained battery-operated smoke alarms.

➤ Article 12 - Refuse Facilities

- The Regulations require access for tenants to proper, pest and vermin-proof refuse storage facilities. The use of communal storage facilities, where appropriate, will be considered to comply with the regulations.

➤ Article 13 - Electricity and Gas

- Installations in the house for electricity and gas supply must be maintained in good repair and safe working order.
- There must also be, where necessary, provision for the safe and effective removal of fumes to the external air.

Some of the additional requirements effective from July 2017 are;

- Windows that are located above a certain height will have to be fitted with safety restrictors, in order to prevent falls
- Landlords will have to provide a permanently fixed heater in each bathroom/shower room and to ensure proper ventilation and maintenance of these heaters
- Landlords will also have to provide carbon monoxide detectors and alarms, which must be suitably located. More information can be located at www.environ.ie

Do the regulations apply to all rental accommodation?

Yes, the revised regulations will apply to all rental accommodation with the exception of the following:

- holiday homes
- accommodation provided by the HSE or an approved housing body containing communal sanitary, cooking and dining facilities. This kind of accommodation usually houses people with disabilities or the elderly and provides support for people with special needs who require assistance to live in the community
- demountable (e.g. mobile homes) housing provided by a housing authority
- accommodation let by a housing authority or an approved housing body will be exempt from the requirements for food preparation, storage and laundry purposes. In this kind of accommodation

Appendix C

the tenant usually provides these goods, retaining ownership of them when they move to new accommodation (all other articles of the Regulations apply to both housing authorities and to approved housing bodies.)

When did the new regulations come into effect?

- The Regulations took effect in their entirety for all newly rented properties being let for the first time from 1 February, 2009. However, as Articles 6, 7 and 8 of the Regulations could necessitate significant refurbishment works for existing tenancies (defined as properties let at any time from the 1 September, 2004 to the 31 January, 2009), a four year phasing in period was afforded to these properties to facilitate any improvement works that needed to be carried out.
- On 1 February, 2013, Articles 6, 7 and 8 of the Housing (Standards for Rented Houses) Regulations, 2008 and 2009 came into effect for all existing residential rented accommodation. The remaining legislation came into effect from July 2017.

Do the regulations apply to older “protected structures” or listed buildings?

- Listed buildings are required to meet the requirements of the Regulations. The owner or occupier of a protected structure is entitled to ask the planning authority to identify works that would, or would not, require planning permission in the case of their particular building. Landlords will be advised to contact the conservation officer in the local authority for advice when considering undertaking works.

How are the Regulations enforced?

- Responsibility for the enforcement of the regulations rests with the relevant local authority and it is a matter for each individual local authority to decide the specific details of its enforcement strategy and inspection arrangements. Local authority inspectors inspect rental properties for the purpose of ensuring they comply with the regulations and where a

property does not comply, can engage a series of sanctions against a landlord.

- An Improvement Notice sets out the works a landlord must carry out, within a set timeframe, to remedy any breach of the regulations. Where an Improvement Notice is not complied with, a housing authority may issue a Prohibition Notice, which directs a landlord not to re-let a property until the breach of the regulations has been rectified.
- A person who obstructs an authorised person in the lawful exercise of their powers or who contravenes the regulations is guilty of an offence under the Housing (Miscellaneous Provisions) Act 1992. Failure to comply with an Improvement Notice or a Prohibition Notice is also an offence.
- The maximum fine for an offence is €5,000 and €400 for each day of a continuing offence. Where a person is guilty of an offence under this Act, the court shall, unless there are particular reasons for not doing so, order that person to pay the costs and expenses incurred by the housing authority in relation to the prosecution of the offence.

Complaints or queries regarding the minimum standards for rented accommodation should be directed to the Housing Section of your Local Authority

Contact details for your local authority, along with a technical information guide and copies of the Housing (Standards for Rented Houses) Regulations, can be found on the Department of the Environment, Community and Local Government's website www.environ.ie.

Appendix D

Sample Receipt of Booking / Security Deposit
(SUBJECT TO CONTRACT)

PREMISES:

RECEIVED FROM

OF

THE SUM OF EUROS

being the booking/ security deposit in respect of a proposal to rent the above premises.

NOTE

This receipt is not an acknowledgment of an existing agreement for the rent of the property. No agreement or contract shall be deemed to be in force or binding until a formal contract has been signed by both parties and exchanged.

SIGNED:

DATE:

(This Receipt Form is approved by The Society of Chartered Surveyors Ireland).

Dating back to 1895, the Society of Chartered Surveyors www.scsi.ie Ireland is the independent professional body for Chartered Surveyors working and practicing in Ireland.

Working in partnership with RICS, the pre-eminent Chartered professional body for the construction, land and property sectors around the world, the Society and RICS act in the public interest: setting and maintaining the highest standards of competence and integrity among the profession; and providing impartial, authoritative advice on key issues for business, society and governments worldwide.

Advancing standards in construction, land and property, the Chartered Surveyor professional qualification is the world's leading qualification when it comes to professional standards. In a world where more and more people, governments, banks and commercial organisations demand greater certainty of professional standards and ethics, attaining the Chartered Surveyor qualification is the recognised mark of property professionalism.

Members of the profession are typically employed in the construction, land and property markets through private practice, in central and local government, in state agencies, in academic institutions, in business organisations and in non-governmental organisations.

Members' services are diverse and can include offering strategic advice on the economics, valuation, law, technology, finance and management in all aspects of the construction, land and property industry.

All aspects of the profession, from education through to qualification and the continuing maintenance of the highest professional standards are regulated and overseen through the partnership of the Society of Chartered Surveyors Ireland and RICS, in the public interest.

This valuable partnership with RICS enables access to a worldwide network of research, experience and advice.

www.scsi.ie

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