

(Arrangement Two)

DATED the day of January, 2009.

**Rental Accommodation Scheme
RESIDENTIAL TENANCY AGREEMENT**

**This is a legally binding contract. It is recommended that a tenant
obtains legal advice before completing this agreement.**

PARTIES

Landlord

Tenant

**Housing
Authority**

Wexford County Council.

SPOUSE'S CONSENT

Dated **January, 2009.**

I, _____ of _____
the spouse of the Landlord named in this Agreement **CONSENT** for the purposes of The
Family Home Protection Act, 1976 to the creation of this residential tenancy on the terms
contained in this Agreement which my spouse is about to enter into.

Signed by: _____

in the presence of: _____

RESIDENTIAL TENANCY AGREEMENT dated the
2009

day of January,

BETWEEN

THE LANDLORD:

Of:

THE TENANT:

Of:

THE HOUSING AUTHORITY: Wexford County Council,

Of

County Hall,

Wexford.

KEY INFORMATION

THE PROPERTY:

NUMBER OF BED SPACES: .

TERM: Duration of Contract 2, from the Term Commencement Date

TERM COMMENCEMENT DATE:

RENT: € per week. With Rent Review.

PAYABLE: In advance by [Monthly] instalments to the Landlord or at the Landlord's option by standing order payments direct:

To:

**Bank:
Address:**

Account Name:

Account Number:

Sort Code:

LANDLORD'S PPSN NUMBER:

TENANT'S PPSN NUMBER:

LANDLORD'S AGENT (if any): N/A

THE RESIDENTIAL TENANCY:

- a. The Landlord lets and the Tenant takes the Property for the Term at the Rent payable as above.
- b. The Housing Authority can elect at any time to pay the Rent to the Landlord on behalf of the Tenant notwithstanding that demand may not have been made under the Guarantee. In the event of such election, the Landlord shall accept such payment as being made on behalf of the Tenant and for the avoidance of doubt the Housing Authority shall not become liable for the performance of any of the other covenants on the Tenant's part by reason of such payment.
- c. In the event of such election pursuant to paragraph (b) above, the Tenant shall pay the Rent Contribution to the Housing Authority.
- d. The Residential Tenancies Act 2004 applies to this Agreement.
- e. This Agreement incorporates the special and general provisions printed overleaf and the first, second and third schedules.

SPECIAL PROVISIONS

GENERAL PROVISIONS

1. DEFINITIONS AND INTERPRETATION

1.1. In this Agreement unless the context otherwise requires:

- a. **Anti-Social Behaviour** means:
 - i. behaviour that constitutes the commission of an offence, being an offence the commission of which is reasonably likely to affect directly the well-being or welfare of others;
 - ii. behaviour that causes or could cause fear, danger, injury, damage or loss to any person living, working or otherwise lawfully in the dwelling concerned or its vicinity and, without prejudice to the generality of the foregoing, includes violence, intimidation, coercion, harassment or obstruction of, or threats to, any such person or;
 - iii. persistent behaviour that prevents or interferes with the peaceful occupation:
 - A. by any other person residing in the dwelling concerned, of that dwelling,
 - B. by any person residing in any other dwelling contained in the property containing the dwelling concerned, of that other dwelling,
 - C. by any person residing in a dwelling (“neighbourhood dwelling”) in the vicinity of the dwelling or the property containing the dwelling concerned, of that neighbourhood dwelling.
- b. **Fire Safety Certificate** means a fire safety certificate issued pursuant to the Building Control Regulations 1997 (as amended or replaced from time to time).

- c. **Guarantee** means the guarantee provided by the Housing Authority forming part of this Agreement.
- d. **Housing Authority** includes any statutory successors from time to time.
- e. **Interest** means a payment at 3% above Euribor (Euro Interbank Offered Rate).
- f. **Landlord** includes whoever for the time being is entitled to possession at the end of the tenancy and where the Landlord has appointed an agent, the Landlord's agent. Where the Landlord is entitled to enter the property, that right extends to anyone the Landlord authorises in writing to enter, and includes the right to bring workmen and appliances onto the property for the stated purpose.
- g. **Monthly** means calendar monthly commencing on the first day of that month and ending on the last day of that month.
- h. **Property** includes the furniture and equipment described in the First Schedule.
- i. **Rent** means the amount of rent set out in the Key Information section of this Agreement, provided that the Housing Authority and the Landlord may agree to increase or decrease such amount from time to time.
- j. **Rent Contribution** means the amount of rent contribution payable by the Tenant to the Housing Authority pursuant to a rent contribution agreement entered into by them.
- k. **Tax Clearance Certificate** means a tax clearance certificate appropriate to the status of the Landlord issued by the Collector-General and referred to in the Guidelines for Tax Clearance Certificates published by the Office of the Revenue Commissioners (as amended or substituted from time to time).

1. **Tenant** includes whoever for the time being is entitled to the property under this agreement. If there is more than one Tenant, all their obligations can be enforced against them jointly and severally which may result in each of them individually being legally liable to the Landlord and/or the Housing Authority for the Tenant's obligations under this agreement. Where applicable, Tenant includes any statutory successors from time to time.

- 1.2. The meaning of each term in the Key Information section of this Agreement includes the information assigned to such term in that section.

2. **TENANT'S OBLIGATIONS TO THE HOUSING AUTHORITY**

In consideration of the Guarantee being provided by the Housing Authority to the Landlord, the Tenant agrees with the Housing Authority:

- 2.1. Where the Housing Authority has elected to pay the Rent due under this Agreement, to pay the Rent Contribution to the Housing Authority at the time and in the manner notified to the Tenant by the Housing Authority in writing.
- 2.2. Not to engage in Anti-Social Behaviour or allow other occupiers of, or visitors to, the Property to engage in Anti-Social Behaviour within it, or the vicinity of it.
- 2.3. To notify the Housing Authority immediately if the Tenant vacates the Property.

3. **TENANT'S OBLIGATIONS TO THE LANDLORD**

The Tenant agrees with the Landlord:

- 3.1. To pay to the Landlord the Rent at the time and in the manner specified, except where the Housing Authority has elected to pay the Rent.
- 3.2. To pay to the Landlord interest on any Rent outstanding for more than seven days after it falls due, except where the Housing Authority has elected to pay the Rent.
- 3.3. Not to reduce any payment of Rent by making any deductions from it or by setting any sum off against it, except in accordance with law.
- 3.4. To pay all rates and water charges (if any) and refuse charges (if any) relating to the Property including any which are imposed after the date of this Agreement.
- 3.5. To pay promptly all accounts for the supply of electricity, gas and heating to the Property and the use of the telephone and other services there.
- 3.6. To ensure that no act or omission by the Tenant results in the Landlord not complying with his or her obligations under any enactment in relation to the Property or the tenancy.
- 3.7. To take good care of the Property, to keep it clean and tidy, to dispose of all refuse in a proper manner and not to do or allow anyone else to do any act to it that would cause a deterioration in its condition, except for normal wear and tear, and to take such steps as the Landlord may reasonably require to restore any part of the Property that is so deteriorated, provided that the Tenant is not obliged to put the Property into a better state of repair and condition than that evidenced by the Schedule of Condition in the Second Schedule to this Agreement (if any).
- 3.8. To repair any broken glass in the windows of the Property where such repair is necessary due to the failure of the Tenant to comply with clause 3.7.

- 3.9. To report promptly to the Landlord all defects in the Property that are the Landlord's duty to repair.
- 3.10. Upon receiving reasonable notice from the Landlord, to allow the Landlord, or any person acting on the Landlord's behalf, at reasonable intervals, to enter the Property (on a date and time agreed in advance) to inspect its condition or to carry out repairs or renovations that are the Landlord's duty.
- 3.11. Upon receiving notice in writing from the Landlord, to allow anyone who reasonably needs access in order to inspect, repair or clean neighbouring property, or any sewers, drains, pipes, wires or cables serving neighbouring property, to enter the Property at any reasonable time.
- 3.12. Only in the case of an emergency, to allow the Landlord to enter the Property without the Landlord first giving notice.
- 3.13. To keep the garden (if any) tidy and well tended.
- 3.14. Not to alter or improve the Property in any way nor add to it (and this includes any wiring or cabling there) nor to allow anyone else to do so nor to erect any television or radio aerial or satellite dish there, without the written consent of the Landlord. If the alteration or improvement consists only of repairing, painting and decorating, the Landlord may not unreasonably withhold his or her consent.
- 3.15. Not to act in a way, or allow other occupiers of, or visitors to, the Property to act in a way which would result in the invalidation of a policy of insurance in force in relation to the Property. If the Tenant acts in a way, or allows other occupiers of, or visitors to, the Property to act in a way that results in an increase in the premium payable under a policy of insurance in force in relation to the Property, the Tenant agrees to pay to the Landlord an amount equal to the amount of that increase for each premium payment including such increase.
- 3.16. Not to hold an auction sale on the Property nor allow anyone else to do so.

- 3.17. To use the Property as a residence only for the named Tenant and his/her dependents, and not to permit the number of residents to exceed the Number of Bed Spaces specified in this Agreement.
- 3.18. To notify the Landlord in writing of the identity of each person (other than the named Tenant) who, for the time being, resides ordinarily at the Property.
- 3.19. Not to engage in Anti-Social Behaviour or allow other occupiers of, or visitors to, the Property to engage in Anti-Social Behaviour within it, or the vicinity of it.
- 3.20. Not to use the Property, or any part of it, nor allow anyone else to do so, for activities which are dangerous, offensive, noxious, noisome, illegal or which are or may become a nuisance or annoyance to the Landlord or the owner or occupier of any neighboring property.
- 3.21. To keep the hall, passages and staircase (if any) leading to the Property free from obstruction.
- 3.22. Unless the Landlord previously approves in writing, not to keep any pets in the Property.
- 3.23. Not to hang any washing out of the windows of the Property and to have all windows cleaned at least 4 times a year.
- 3.24. Not to allow anything to obstruct the drainage system.
- 3.25. Not to display any notice or advertisement either on the outside of the Property or visible from outside it.
- 3.26. To comply with all regulations made from time to time by the management company (if any) for the building of which the Property is a part.
- 3.27. To give the Landlord promptly a copy of any notice received concerning the Property.
- 3.28. Not to assign, sublet or part with the possession of the whole or any part of the Property.

- 3.29. If the Tenant intends to remain in occupation of the Property on any basis after the expiry of the Term, to notify the Landlord of that intention in accordance with section 195 of the Residential Tenancies Act 2004.
- 3.30. During the last month of the Term, to allow the Landlord to affix a notice to the outside of the Property announcing that it is for sale or to let.
- 3.31. During the last month of this tenancy and only by prior appointment, to allow the Landlord and/or the Housing Authority accompanied by not more than two persons at any one time to enter the Property to view it as or for a prospective purchaser or tenant.
- 3.32. When the tenancy ends to return possession of the Property to the Landlord, leaving the Property in the state that this Agreement requires the Tenant to keep it.
- 3.33. To pay all expenses which the Landlord reasonably incurs in:
 - a. the recovery or attempted recovery of arrears of Rent or other sums payable under this Agreement;
 - b. procuring remedy of any failure by the Tenant to comply with this Agreement.
- 3.34. On or before this tenancy ends to provide the Landlord with a letter addressed to the telephone contracts section of the relevant service provider authorising the transfer of the telephone line in the Property back into the Landlord's name and meanwhile not to do or omit anything to cause the telephone line in the Property to be disconnected.
- 3.35. Not to do or omit anything to cause any services to the Property to be disconnected.
- 3.36. To comply fully with the Tenant's obligations to the Housing Authority contained in clause 2 of this Agreement.
- 3.37. To comply with the Tenant's obligations contained in the Residential Tenancies Act 2004.

4. LANDLORD'S OBLIGATIONS TO TENANT

The Landlord agrees with the Tenant:

- 4.1. So long as this Agreement continues and the Tenant complies with its terms, to allow the Tenant to enjoy peaceful and exclusive occupation of the Property.
- 4.2. Subject to clause 4.1, to carry out,:
 - a. to the structure of the building on the Property, all such repairs as are, from time to time, necessary and ensure that the structure complies with any standards for houses for the time being prescribed under section 18 of the Housing (Miscellaneous Provisions) Act 1992, and
 - b. to the interior of the building on the Property, all such repairs and replacement of fittings as are, from time to time, necessary so that that interior and those fittings are maintained in, at least, the condition in which they were at the commencement of the tenancy and in compliance with any such standards for the time being prescribed.

This obligation does not apply to any repairs that are necessary due to deterioration caused by acts of the Tenant pursuant to clause 3.7.

- 4.3. To reimburse the Tenant in respect of all reasonable and vouched for expenses that may be incurred by the Tenant in carrying out repairs to the structure or interior of the Property for which the Landlord is responsible under clause 4.2 where the following conditions are satisfied:
 - a. the Landlord has refused or failed to carry out the repairs at the time the Tenant requests his or her to do so, and
 - b. the postponement of the repairs would have been unreasonable having regard to either:
 - i. a significant risk the matters calling for repair posed to the health or safety of the Tenant or other lawful occupants of the dwelling, or

- ii. a significant reduction that those matters caused in the quality of the Tenant's or other such occupants' living environment.

For the avoidance of doubt, the condition in clause 4.3(a) is satisfied if, after all reasonable attempts, the Landlord or his or her authorised agent could not be contacted to make the request concerned.

- 4.4. To effect and maintain a policy of insurance in respect of the structure of the Property, that:
 - a. insures the Landlord against damage to, and loss and destruction of, the Property, and
 - b. indemnifies, to an amount of at least €250,000, the Landlord against any liability on his or her part arising out of the ownership, possession and use of the Property.
- 4.5. In the event of payment of the Rent by the Housing Authority, not to seek payment from the Tenant of any sum already paid by the Housing Authority.
- 4.6. To notify the Tenant of the name of the person, if any, who is authorised by the Landlord to act on his or her behalf in relation to the tenancy for the time being.
- 4.7. To provide to the Tenant particulars of the means by which the Tenant may, at all reasonable times, contact the Landlord or his or her authorised agent.
- 4.8. If the Property is part of a number of properties comprising an apartment (or similar) complex:
 - a. forward to the management company, if any, of the complex any complaint notified in writing by the Tenant to him or her concerning the performance by the company of its functions in relation to the complex,
 - b. forward to the Tenant any initial response by the company to that complaint, and

- c. forward to the Tenant any statement in writing of the kind referred to in section 187(2) of the Residential Tenancies Act 2004 made by the company in relation to that complaint.
- 4.9. To comply with all obligations on the Landlord's part contained in the Residential Tenancies Act 2004.

5. **LANDLORD'S OBLIGATIONS TO THE HOUSING AUTHORITY**

In consideration of the Guarantee being provided by the Housing Authority to the Landlord, the Landlord will:

- 5.1. On receiving written notice from the Housing Authority that the Tenant has not complied with its obligations to the Housing Authority, immediately proceed to terminate this tenancy in accordance with clause 6.
- 5.2. On demand by the Housing Authority, provide the Housing Authority with a Tax Clearance Certificate and/or Fire Safety Certificate.
- 5.3. Give the Housing Authority the same notice as that given to the Tenant upon termination of this tenancy.
- 5.4. Where the Tenant from time to time vacates the Property during the Term without formally terminating the tenancy, consent to an assignment of this tenancy to such person as the Housing Authority shall nominate.
- 5.5. Immediately notify the Housing Authority if the Landlord takes up residence abroad during the Term.
- 5.6. Immediately notify the Housing Authority in the event that the Tenant terminates (by any means) this tenancy.

6. **TERMINATION**

- 6.1. Subject to clause 6.2, termination of this tenancy is governed by the Residential Tenancies Act 2004.
- 6.2. During the first six months of the Term, the Landlord shall not be entitled to terminate this tenancy other than on the first ground set out in section 34 of the Residential Tenancies Act 2004, namely the Tenant has failed to comply with any of its obligations in relation to this tenancy.

7. **NOTICE**

A notice required or authorised to be served or given may be served on or given to the person concerned in one of the following ways:

- 7.1. A notice required or authorised to be served or given may be served on or given to the person concerned in one of the following ways:
- 7.2. by delivering it to the person;
- 7.3. by leaving it at the address at which the person ordinarily resides or, in a case in which an address for service has been furnished, at that address;
- 7.4. by sending it by post in a prepaid letter to the address at which the person ordinarily resides or, in a case in which an address for service has been furnished, to that address;
- 7.5. where the notice relates to the Property and it appears that no person is in actual occupation of the Property, by affixing it in a conspicuous position on the outside of the Property.

8. **HOUSING (RENT BOOKS) REGULATIONS 1993:**

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

9. **LAPSE OF GUARANTEE**

The Tenant and Landlord acknowledge that the Guarantee shall only apply to the initial Term of the tenancy created by this Agreement and the Guarantee shall lapse on any renewal or extension of such tenancy (whether under the Residential Tenancies Act 2004 or otherwise) unless the Housing Authority confirms in writing to the Landlord that the Guarantee shall continue to apply.

FIRST SCHEDULE

Furniture and equipment

SECOND SCHEDULE

Schedule of Conditions

THIRD SCHEDULE

STATEMENT OF INFORMATION REQUIRED UNDER THE HOUSING (RENT BOOKS) REGULATIONS, 1993

1. This statement of information is in accordance with the Housing (Rent Books) Regulations 1993. It does not purport to be a legal interpretation.
2. The tenant of a house is entitled to enjoy peaceful and exclusive occupation of the house.
3. Notice of termination of a tenancy must be in writing and must be made in accordance with the provisions of the Residential Tenancies Act 2004 (No. 27 of 2004).
4. The landlord is prohibited from impounding the goods of a tenant to secure recovery of rent unpaid.
5. The landlord is obliged to provide a tenant with a rent book for use throughout the term of the tenancy. The landlord must enter the particulars relating to the tenancy in the rent book, and, in the case of a new tenancy, complete the inventory of furnishings and appliances supplied with the house for the tenant's exclusive use.
6. The landlord is obliged to keep the particulars in the rent book up to date. Where the rent or any other amount due to the landlord under the tenancy is handed in person by the tenant, or by any person acting for the tenant, to the landlord, the landlord must, on receipt, record the payments in the rent book or acknowledge it by way of receipt. Payments not handed over directly, for example, those made by banker's order or direct debit, must, not more than three months after receipt, either be recorded by the landlord in the rent book or acknowledged by way of statement by the landlord to the tenant.
7. The tenant is obliged to make the rent book available to the landlord to enable the landlord to keep the particulars in it up to date.
8. The landlord of a private rented house is obliged to ensure that, from 1st January, 1994, the house complies with the minimum standards of accommodation laid down in the Housing (Standards for Rented Houses) Regulations, 1993. The standards apply to rented Local Authority houses from 1st January, 1998. The Regulations do not apply to houses let out on a temporary or holiday basis, local authority demountable dwellings and communal type accommodation provided by health boards and certain approved non-profit or voluntary bodies. The standards relate to structural condition, provision of sinks, water closets baths/showers, cooking and food storage facilities, safety of electricity and gas installations, availability of adequate heating, lighting and ventilation and maintenance of common areas, etc.
9. The duties of a landlord referred to in paragraphs 5 to 8 above may be carried out on the landlord's behalf by a duly appointed agent. Any reference in a statement to "house" includes flat or maisonette.

10. Copies of the Housing (Rent Books) Regulations 1993 and the Housing (Standards for Rented Houses) Regulations 1993 may be purchased from the Government Publications Sale Office, Sun Alliance House, Molesworth Street, Dulin 2, or from the Housing Authority.
11. Responsibility for the enforcement of the law relating to rent books and standards rests with the housing authority for the area in which the house is located. The name, address and telephone number of the relevant housing authority are as follows:

Name	Address	Telephone
RAS Unit, Wexford County Council	County Hall, Wexford.	053 91 76472.

SIGNED by the Landlord: _____

in the presence of: _____

SIGNED by the Tenant: _____

in the presence of: _____

SIGNED by the Housing Authority: _____

Delegated Officer.

in the presence of: _____

County Secretary.

County Councillor.

(Arrangement Two)

Rent Contribution Agreement

BETWEEN

- (1) [hereinafter referred to as ‘the Tenant’¹]
and
(2) Wexford County Council, [hereinafter referred to as ‘the Housing Authority’]

In consideration of the Guarantee being provided by the Housing Authority to the landlord in respect of the tenancy at . [‘the Property’] pursuant to the Rental Accommodation Scheme Residential Tenancy Agreement dated _____ 2008 [hereafter referred to as the ‘tenancy agreement’] and the election of the Housing Authority to pay the rent due under the tenancy agreement to the landlord, the Tenant hereby agrees and undertakes with the Housing Authority as follows:-

- 1) The Tenant agrees to make a rent contribution² [hereafter referred to as ‘the rent contribution’] to the Housing Authority, in line with a differential rent for a household in similar circumstances in accordance with the terms of the Housing Authority’s differential rents scheme as set out in the enclosed Schedule. [The Housing Authority agrees to provide a subsidy to the tenant in respect of the contribution in accordance with the Schedule and for the period specified. The subsidy as per the schedule may alter if the household’s employment status changes.] The maximum rent calculation that applies under the Council’s differential rents scheme will not apply under this agreement. The maximum rent will be the full rent³ for the time being applicable to the above referenced tenancy agreement.
- 2) The Tenant acknowledges that the Housing Authority may from time to time alter the amount of the contribution in line with:
 - a) changes in the differential rent scheme as approved by the Housing Authority from time to time, and / or
 - b) altered circumstances of the Tenant or his/her family, including any additional income received by the Tenant or any other person normally resident in the dwelling, and

¹ “Tenant” means whoever is entitled to the property under the Tenancy Agreement to which this rent contribution agreement refers. The use of the term “Tenant” under this agreement does not in any manner whatsoever imply the “tenant” as being a Tenant of the local authority.

² Failure on the tenant’s behalf to pay the rent contribution to the Council will be construed as the non-payment of the rent by the tenant to the landlord under the tenancy agreement.

calculated in accordance with normal practice under the differential rents scheme approved by the Housing Authority.

- 3) The Tenant shall furnish to the Housing Authority when requested (which request may be made on any number of occasions) full particulars of his/her actual income and the actual income of his/her household and shall immediately notify the Housing Authority of any change in income of himself/herself or any member of the household. The Tenant shall furnish to the Housing Authority such proof and vouched evidence as it may require by way of verification of any statement of income made by him/her and shall give the Housing Authority any authority which it may require to seek and receive information respecting the same from the Tenant's employers or from any other source.
- 4) In the event of the Tenant failing:-
 - (i) to supply the Housing Authority with the required information; and/or
 - (ii) to produce the proofs and/or
 - (iii) to give authority

above referred to, he/she acknowledges that he/she shall immediately become liable for and shall pay to the Housing Authority the full rent for the time being applicable to the tenancy agreement or such reduced rent as shall be fixed by the Housing Authority at their discretion from the date upon which such change of circumstance occurred notwithstanding that such change of circumstances might not, if disclosed, make him/her liable for the full rent, or the reduced rent so fixed. No receipt or acknowledgements given to the Tenant by any officer of the Housing Authority in respect of the rent contribution shall operate to prevent the Housing Authority in the event of non-disclosure by the Tenant from recovering arrears of all rent due at the full rent or reduced rent demanded and the Housing Authority shall not be obliged to serve any notices on the Tenant with respect to the matters aforesaid.

- 5) The Tenant shall pay the rent contribution of € or any increased sum which becomes payable pursuant to paragraph 4 above to the Housing Authority on the rent effective day (Sunday) of each week by means of BillPay.
- 6) The Tenant shall not reduce any payment of rent contribution by making any deductions from it or by setting any sum off against it or otherwise howsoever.
- 7) The Tenant shall not engage in anti-social behaviour or allow other occupiers of, or visitors to, the property to engage in anti-social behaviour within it, or the vicinity of it.

³ The rent as per the key information section of the above referenced Residential Tenancy Agreement.

- 8) The Tenant shall notify the Housing Authority forthwith if he/she vacates the Property.
- 9) The Housing Authority retains the right to require the Tenant where the Tenant is or becomes an applicant for local authority housing to pay the full rent applicable to the tenancy agreement or such reduced rent as shall be fixed by the Housing Authority at their discretion where the Tenant has failed to accept, by the end of any continuous 18 month period, any one of three (3) offers of accommodation provided by either a housing authority or any body approved by the Minister for the Environment, Heritage and Local Government for the purposes of Section 6 of the Housing (Miscellaneous Provisions) Act, 1992 (No. 18 of 1992) made during such continuous 18 month period.
- 10)
 - a) Where the Tenant fails to accept any one of 3 offers of accommodation within a continuous 18 month period the Housing Authority will notify the Tenant concerned that, as he or she has not accepted a third offer of accommodation, a revised rent contribution will take effect on the expiry of 21 days from the date of notification to the Tenant.
 - b) The Tenant will be afforded an opportunity to respond within the 21 day period. This response will be taken into consideration in reaching a final determination. The Tenant will be advised of this determination and the right of appeal against the decision to an appropriate official designated by the Housing Authority.
- 11) If the Tenant is evicted as a result of anti-social behaviour or for non-payment of the rent contribution, he/she will be deemed for the purpose of re-housing to have deliberately rendered himself/herself ineligible for all social housing supports.
- 12) The Tenant acknowledges that the Housing Authority is not the owner of the Property and has no obligation to repair or maintain the Property and the Tenant shall have no recourse against the Housing Authority in relation to any matters pertaining to the state of repair and condition of the Property.

13) Non-compliance by the tenant with any of the terms of this agreement may result in the termination of his/her residential tenancy agreement.

SIGNED by the Tenant: _____

in the presence of:- _____

SIGNED by the Housing Authority: _____

Delegated Officer.

in the presence of: _____

County Secretary.

County Councillor.