

AVVAT Ltd, Horanproperties, Epm Group

Managed by EPM Estates – Property Services Authority Licence 003377 – 006698



Tenant Handbook



icsa



BetterLet
RTB Accredited
Landlord



IPOA
IRISH PROPERTY
OWNERS'
ASSOCIATION



PROPERTY SERVICES
REGULATORY AUTHORITY

Introduction

Dear Tenant,

EPM Estates would like to welcome you to your new home on behalf of your landlord. We hope that you will be comfortable in the property and settle in without too much difficulty.

EPM Estates have been appointed by your landlord to make sure that you are provided with a professional service to support all your tenancy needs.

This is our new Tenants Handbook, and it is designed to answer questions you may have about your tenancy and the services we provide, along with setting out what your responsibilities are under the terms of your lease/licence.

The Handbook contains important information regarding your tenancy and forms part of your agreement. Please / licence familiarises yourself with its contents and keep it somewhere handy.

Should you have any questions or concerns now or throughout the tenancy, please / licence do not hesitate to contact the office and one of our Property Management team members will be able to assist you.

Contact Us

Epm Estates

Address: JFK House, Unit 3, JFK Industrial Estate, John F Kennedy Road, Bluebell, D12 C966



Contact:

01-4500660

Helpdesk 01 - 4500660 if you wish to speak to an agent regarding your tenancy or maintenance queries.

Maintenance or tenancy requests should be emailed to our helpdesk.

Helpdesk

Email: thoran@epmgroup.ie

Web: www.epmgroup.ie

We hope that you will be very happy in your new home.

Kind Regards,

Thomas Horan

EPM ESTATES

MOVING IN

1.0 Utility SWITCHOVER

The rent you pay does not include, electricity, gas, water, telephone, or water charges. As a tenant, you are responsible for all the utility bills relating to the property. Please/licence ensure that you have arranged for all utilities to be connected in your name within 4 [four] days of signing the lease/licence. In some cases there are pre pay meters in place.

- Electricity
- Gas
- Phone
- Internet
- TV
- Bins

If you completed the Property Gecko Transfer form when you applied for the property, then Property Gecko Transfer will be in touch about the transfer.

If Property Gecko Transfer has not contacted you within 1[one] day of you moving in, then please call EPM ESTATES on 014500660 to ensure your form is processed promptly.

If you didn't complete the form and would still like to utilise this service, please call our Helpdesk (014500660). This is a free service and gives you the option to choose your supplier.

Your supply may be disconnected without warning if you have not confirmed that the utilities have been transferred to your name. If your supply is disconnected, you will have to pay the cost of any re-connection fee relating to the supply of gas, water, electricity, or cable television.

If any of your utility supplies such as electricity, gas, cable tv, water suddenly malfunction it is most likely to be a problem with the supplier. Please call the supplier to establish the cause of the problem. EPM ESTATES is not in a position to arrange reconnections on your behalf.

EPM ESTATES can also arrange for pre-paid electricity meters to be installed at no extra cost via Pinergy (www.pinerogy.ie) Please advise your Property Manager if you would like to install a prepaid meter.

1.1 WATER, REFUSE CHARGES, TV LICENSE & SATELLITE TV

You are responsible for discharging any Water & Refuse Charges directly to Utility company providing these services (unless otherwise set out in your lease/licence agreement). Please/licence ensure that you have registered for these services directly with the appropriate service provider. Please / licence calls our Helpdesk (dial 01 - 4500660) if you do not know which supplier services your local area.

As a tenant, you are responsible for ensuring that there is a television license for the property if television is being used. Failure to provide a license may result in your prosecution and a fine being imposed.

You are not permitted to install a satellite dish at your property without having first obtained written permission of the Landlord. Such permission will not be reasonably denied. However, many private housing estates and new developments strictly prohibit residents from installing satellite dishes. Accordingly, if any satellite dishes are installed without permission, they may be removed and disposed of without notice, and a charge levied for same against the tenant.

1.2 TENANT PERSONAL INSURANCE

You are advised to arrange your contents insurance. Your personal belongings are not covered under the landlord's policy. Regardless of the event that takes place (for example a burst water pipe), the landlord's insurance does not cover your personal belongings. Just as you would ensure your car, we strongly recommend that you ensure your belongings. We cannot stress enough the importance of this, and for a small amount per month, the peace of mind is invaluable. We are not qualified to give specific insurance advice, so we recommend you contact an appropriate professional to assist you with your insurance requirements. Quote Tom Horan EPM Estates to Arachas Gary Johnston gary.johnston@arachas.ie who are specialist property insurers that can provide tenant cover.

1.3 MOVE IN CONDITION REPORT

A Move- In Condition Report along with an Inventory List for the property will be issued to you by our Letting Agent. Your Keys will also be handed over at this time. You must review both the Inventory and Condition Report carefully and sign to confirm that both are in order. These will be returned to the Landlord and form part of your agreement and used for maintenance and move-out inspections.

What is a Move In Condition Report?

This report documents the condition of your rental property on the day of move in. This is the most important document to ensure you secure your deposit refund. You should pay attention to detail and filling out the report properly; by doing so, you can ensure the end of your tenancy will be easily managed. The Letting Agent will provide back- up photos of the property condition at this time also.

Why is it important?

By signing this report, you agree that you have inspected the property upon move in and approve the inventory listing. You will be given an additional 48 hrs upon move in to report any additional issues you may have overlooked during inspection with Letting Agent. After this time frame, you agree to our Agents Move-In Condition Report of the property. Copy of same will be issued to you via email for your information and records.

When vacating the property at the end of your lease, our Agent will inspect the property against the entry condition report for any damage caused during the tenancy.

How do I fill it out?

The report is divided into sections, outlining different rooms and features of the property. Follow the sections of the report and write comments on any damage, or faults as you go. This may mean testing that all facilities such as ovens, lights and water taps are in working condition.

If you disagree with some of the comments made by the agent upon inspecting the condition of the property, leave your comments in the tenant section of the report.

It is also helpful to take photos and have them dated to ensure you have proper evidence should any issues arise.

If you require more room to make comments, add a separate page and ensure you refer your comments to the designated section in the report and sign and date each page.

We recommend you thoroughly review and complete this report giving yourself ample time to complete this form.

1.4 COMMUNICATIONS FROM THE LANDLORD / LANDLORDS AGENT

When signing a Lease Agreement, the Tenant also agrees to be contacted by the Landlord (or Landlord's Agent) via Postal Correspondence, Email or SMS Text message (this form of correspondence will be used for notifications regarding overdue payments).

The Tenant must supply a valid, current email address to the Landlord (Landlord's Agent) at the signing of the lease agreement; this will form part of your lease contact details along with a current mobile contact number. (Landlord / Landlord's Agent must be kept updated if these details change during your Tenancy).

DURING YOUR TENANCY

2.0 GENERAL RENTING RULES

- Pay your rent on time in accordance with your lease agreement.
- Keep the property internally and externally clean, tidy, undamaged and well presented.
- Keep to the terms of your tenancy agreement.
- Respect your neighbours' right to peace and quiet.
- Notify EPM ESTATES of any issues Maintenance or otherwise as they arise.
- Make sure any personal appliances you use are safe.
- Reporting any repairs needed or other problems you think your landlord should be aware of
- Repairing or replacing items you break or damage that belongs to the landlord, - keeping receipts for this, in case there is any dispute at the end of your tenancy
- Disposing of your rubbish properly
- Not breaking any terms in your tenancy agreement regarding smoking, pets and parking etc.
- Heating the property adequately, particularly during winter to avoid frozen and burst pipes
- Making sure the property is kept well ventilated, to help avoid condensation and dampness

2.1.1 HOUSE RULES

If you live in an apartment block or another type of multi-unit development, there will usually be 'house rules' for the development. House rules usually include issues such as noise, whether you can keep pets, whether you can hang laundry from balconies or if you can install a satellite dish.

The Owners' Management Company (OMC) has ultimate responsibility for setting and enforcing the house rules.

If you live in an apartment block, a copy of the House Rules should have been included with your lease pack. If you have not been supplied with a copy of the House Rules, then please contact us to request a copy.

Please take time to read and understand the House Rules as non-compliance can lead to eviction.

2.2 RENT PAYMENTS

Keep up-to-date with your rent. If you have any rent queries, please check your tenancy agreement or contact your property manager to discuss. You should ensure your direct debit/visa payment, and cash payment arrangements are set up correctly, so no issues arise. All rents should be discharged by Direct Debit, and any bank transfers require a clear reference giving your name and address so that rents can be allocated correctly against your account by our Finance Department.

2.3 RENT ARREARS

What will happen if I do not pay rent?

It is essential to pay your rent. Not paying rent can lead to eviction.

If you have difficulties paying rent, it is vital that you contact us as soon as possible on 01 - 4500660. Depending on the amount of arrears the following actions may be taken:

1. We will endeavour to reach a repayment arrangement with you – this is not always possible
2. A ‘notice of termination’ may be issued – giving you 28 days’ notice to vacate the property
3. A dispute may be registered with the RTB. Check tenant agreement for fee’s and charges
4. Registration of an RTB dispute may impact on your ability to secure rental accommodation in the future
5. Court action could be initiated leading to eviction and a judgement registered for unpaid rent
6. You will be responsible for all legal costs ,admin fees,late charges and RTB FEES in addition to your arrears **CHECK YOUR TENANCY AGREEMENT FOR FEE’S AND CHARGES**
7. A judgement could adversely impact your credit rating and ability to get loans or credit in the future.

After discussing with your Property Manager, and if a payment plan is agreed re-iterate the conversation in an email to thoran@epmgroun.ie so it can be attached to your account for ease of reference.

It is important that all our tenants are aware of the process involved in rent arrears. If a conversation has taken place and we are aware of the circumstances, please don’t take it personally when the following procedure still occurs. We have a duty of care to our Landlords and their insurance company, to document all arrears or breaches. This is to be taken seriously. You will find that issues can be solved when lines of communication are ongoing.

1 DAY IN ARREARS

Tenant will be contacted via SMS or phone call. It is highly advisable that you contact our office upon the first SMS/call. This will ensure that if there are any issues with either your bank or our bank, it can be rectified as quickly as possible with a copy of your receipt of payment. Late charges will be applied to the account if you do not contact the office to confirm payment.

2 DAYS IN ARREARS

Tenant will be issued with a 21 Day Warning Notice with (21) days to remedy the arrears. This is the start of the formal termination process and may result in you having to vacate the property. check you tenant agreement for charges and fee's

22 DAYS IN ARREARS

Tenant will be issued with a Notice of Termination providing twenty-eight (28) days' notice to vacate. Tenant will be expected to have vacated the property by the termination date. If there are monies owed in excess of the rental deposit, the landlord will seek a Determination Order via the Residential Tenancy Board ('RTB') and the tenants whose names appear on the Lease Agreement will be listed on RTB. This may restrict your ability to secure rental accommodation in the future. Should the Determination Order not be complied with then the tenants may be found guilty of an offence on summary conviction. This is not something we enjoy doing, so should anything untoward happen, proactive communication and payment arrangements will be paramount.

Late Fees / Interest Charges/Admin fee's

All rents are due by direct debit manadate,Debit card or cash on the 1st day of every calendar month.if you pay monthly rents Any rents manually received after the 1st day of each calendar month will incur a late fee of €50.00 [Fifty Euros] which will be automatically applied to your account by our accounting systems.

Weekly rents collected on Saturday's will incur a late fee of €50.00 [Fifty Euros]

Admins fees ARE appllied for every letter issued under your contact the fee been €50.00 [Fifty Euros] this is an additional fee to the late payment fee of €50.00 [Fifty Euros] IE:,letter of obligation being issued, a leter of rent arrears being isused for steps 1,2 & 3, any reference letters, a letter of termination been isused.

Payments of rent later than the 1st day of every calendar month, whether demanded or not, shall be subject to a charge equal to the current bank overdraft rate (i.e. AIB Business Surcharge Interest Rate) plus 3%, applied to the overdue amount daily from the due date, subject to a minimum charge of €50.00 [Fifty Euros] per month and each month overdue thereafter.

2.4 MAINTENANCE ROUTINE INSPECTIONS & CALLOUTS

Access: It is your responsibility to allow the Landlord or Landlords Agent access to the property for the following reasons:

- in the case of emergency;
- to carry out any works that the Landlord is responsible for;
- to allow property inspections on the written request of your Landlord

Landlords Responsibilities: As your Landlords Agent, we are responsible for the repair and maintenance of the structure of the property, as well as the plumbing, wiring and central heating. We also ensure that gas and electrical appliances comply with safety standards and carry out yearly boiler services at our properties. It is our mission to supply you with a home that is safe and in good repair, where you can live undisturbed.

Tenants Responsibilities: Take care of your home and report repairs. Although you don't own the property, you are renting you still have some responsibilities regarding the upkeep of the property. You should always look after the property as best you can and avoid causing damage to it. As the tenant, you are responsible for looking after internal decorations, furniture and equipment. This doesn't include 'fair wear and tear' – i.e. if the carpet becomes a little thin, it's fair wear and tear, but if you burn a hole in it, you will be responsible for payment for the damage.

As a tenant, you are responsible for replacing any items which may expire during your tenancy (e.g. light bulbs, fuses, batteries).

ROUTINE REPAIRS

Over the following pages, we set out the division of responsibility between you as the Tenant and EPM Estates Repair Service:

External Repairs

REPAIR	RESPONSIBLE		EXCEPTIONS
	Tenant	Landlord	
EXTERNAL			
Maintenance of garden - grass and hedge cutting	<i>R</i>		
Repairs to or replacement of fences, gates and garden walls		<i>R</i>	Unless works required due to damage by tenants
Roof repairs		<i>R</i>	Unless works required due to damage by tenants
Damaged chimney stacks/pots		<i>R</i>	Unless works required due to damage by tenants
External Painting		<i>R</i>	Unless works required due to damage by tenants
Repair and maintenance of guttering and downpipes		<i>R</i>	Unless works required due to damage by tenants
Unblocking external drains, sewers, waste pipes	<i>R</i>		
Pest control	<i>R</i>		
Lost Keys/fobs	<i>R</i>		There may be a charge to the tenant for the replacement of keys/fobs to communal access points. €50 per unit ie one key = €50 1 fob =€50

Internal Repairs

REPAIR	RESPONSIBLE		EXCEPTIONS
	Tenant	Landlord	
INTERNAL			
Damage caused by you as the Tenants, members of the household, or visitors to your household	<i>R</i>		
as the painting of walls, ceilings and internal woodwork	<i>R</i>		
Repairs to or replacement of cupboards, wardrobes and their doors, hinges, handles,	<i>R</i>		Unless works required due to fair wear and tear
Structural repairs to walls, ceilings, tiling, skirting boards, downpipes and drains		<i>R</i>	Unless works required due to damage by tenants
Damage caused by fire		<i>R</i>	Unless works required due to damage by tenants
Internal plaster cracks on walls		<i>R</i>	Only large cracks may be repaired by EPM during the tenancy
Sweeping Chimneys during the tenancy	<i>R</i>		

Electrical Repairs

REPAIR	RESPONSIBLE		EXCEPTIONS
	Tenant	Landlord	
ELECTRICAL			
Replacement of light bulbs/fluorescent tubes	<i>R</i>		
Electrical wiring, sockets, switches		<i>R</i>	Unless works required due to damage by tenants
Fuses (mains supply only)		<i>R</i>	This does not include the fuses in appliances, plugs or electrical outlets in the dwelling, only to the main electrical supply fuse.
Fuses (non mains supply), trip switches	<i>R</i>		If this has to be arranged by EPM then there will be a tenant re-charge.
Extract fans, cooker hood (not bulbs or filters)		<i>R</i>	Unless works required due to damage by tenants
Power showers		<i>R</i>	Unless works required due to tenants misuse

Doors, Windows & Floors

REPAIR	RESPONSIBLE		EXCEPTIONS
	Tenant	Landlord	
DOORS, WINDOWS & FLOORS			
Damage to windows and doors NOT due to fair wear and tear	<i>R</i>		
Repairs to doors and windows which are defective due to normal wear and tear		<i>R</i>	Unless works required due to damage by tenants
Replacement of broken window glass	<i>R</i>		
Broken glass due to burglary		<i>R</i>	Tenant must submit a Garda report before glazing being replaced
which are defective due to normal wear and tear		<i>R</i>	Unless works required due to damage by tenants
Damage to the front, side and rear entrance gates NOT due to fair wear and tear	<i>R</i>		
Cleaning and repairs to floor coverings NOT due to fair wear and tear	<i>R</i>		
Cleaning and repair to the floor and wall tiles NOT due to fair wear and tear	<i>R</i>		
Repairs and replacement of windows handles, locks and hinges defective due to normal wear and tear		<i>R</i>	Unless works required due to damage by tenants

Plumbing & Heating

REPAIR	RESPONSIBLE		EXCEPTIONS
	Tenant	Landlord	
PLUMBING & HEATING			
Clearing of blockages from waste pipes from bath and sink	<i>R</i>		
Maintenance of toilet bowls, baths, sinks and wash hand basins (EXCEPT where defective through fair wear and tear)	<i>R</i>		
Repair or replacement of toilet cisterns defective through fair wear and tear		<i>R</i>	Unless works required due to damage by tenants
Repair of water storage tank & repair of stopcock		<i>R</i>	Unless works required due to damage by tenants
Repairs to boilers and hot water cylinder		<i>R</i>	Unless works require repair/ replacement due to tenant action/ inaction; then Tenant re-charge.
Maintenance of external waste pipes and drains.		<i>R</i>	Unless works required due to tenants misuse.
Repair/replacement of toilet seats, chains, moreover, stoppers for toilets and sinks	<i>R</i>		
Clearing a blocked house drain	<i>R</i>		
Clearing air locks in radiators	<i>R</i>		
moreover, boiler as a result of letting a tank run empty	<i>R</i>		Some work may need to be undertaken by an engineer; if this has to be arranged by EPM then there will be a tenant re-charge.
Tap Repairs (but NOT tap washers)		<i>R</i>	Unless works required due to damage by tenants
Burst Pipe Repairs		<i>R</i>	Unless works required due to damage by tenants
Blocked drains inside the property	<i>R</i>		
Central Heating Pumps, Timers etc		<i>R</i>	Unless works required due to damage by tenants
Resetting timers, thermostats, trip switches	<i>R</i>		
Servicing of gas & oil central heating		<i>R</i>	Annual servicing to be carried out by EPM
Repairs to solid fuel fires/stoves and surrounds and tiles		<i>R</i>	Unless works required due to tenants misuse
All damage caused to heating units NOT caused by fair wear and tear	<i>R</i>		

Appliances & Fixtures

REPAIR	RESPONSIBLE		EXCEPTIONS
	Tenant	Landlord	
APPLIANCES & FIXTURES			
Appliances - Fridge, Oven, Microwave, Washing Machine		<i>R</i>	Unless works required due to tenants misuse.
Kitchen cupboards and worktops		<i>R</i>	Unless works required due to tenants misuse.
Smoke/CO2 detectors provided by EPM		<i>R</i>	Unless works required due to damage by tenants
Washing lines/rotary dryers	<i>R</i>		
Smoke alarm batteries & testing	<i>R</i>		

Reporting General Maintenance Issues

Requests for general repairs and maintenance can be logged through our Maintenance Helpdesk by LOGIN IN TO YOUR MAINTENANCE ACCOUNT VIA OUR EPM ESTATES WEBSITE THIS IS THE FASTEST WAY TO LOG A REPAIR REQUEST

calling 01 – 4500660 or by sending an email to thoran@epmgroup.ie Provide as much information as possible as well as authorisation to access the property for the repairs to be done. You may also include photos to assist in a quicker response to the issue.

Repairs will be given a priority by EPM ESTATES to indicate the timescale within which it is expected that the work will be completed. Provide us with as much detail and information on the best times to call/provide access, so we can then advise our contractors. Not all repairs are the responsibility of the Landlord. Repairs identified as your responsibility will not be carried out by the Landlord.

If it is a valid repair, you will be contacted by a staff member to arrange access (during business hours 9 AM TO 5 PM) either to inspect the problem or to carry out the repair.

You must make provision for the repair contractor to be able to enter the property. Failure to keep this appointment will result in you being charged for the cost of the contractor's call-out charge of €90 plus vat

*A tenant should never stop paying their rent to force the landlord or agent to undertake repairs. This will be a breach of the tenancy agreement and will cause your account to fall into arrears, where the Arrears Process will automatically commence on your Account.

Scheduled Inspections & Callouts

The Property will be inspected no less than twice a year to ensure the property is being well maintained and to identify any repairs or maintenance that may need to be addressed. Information on the inspection and a notice of entry will be sent to your email address a minimum of 4 (four) days before inspection. In addition to an email notification, you will receive a call to notify you of the inspection.

If an inspection appointment is agreed and, in the event, that there is a last-minute cancellation or “no show” by the Tenant (unless Emergency related) at the agreed Inspection appointment time, the Tenant will be liable for all associated costs incurred by the Inspector and any fees associated with same. These will automatically be added to your account, and a notice of fees will be issued to you.

In the event of any callouts, which are not deemed to be an emergency (see List of Emergency items under Emergency Repairs) a charge will be applied to your rental account. (Call out charge is €120 + VAT during office hours or €300+ VAT weekends and outside office hours). If the repair is found to be caused by negligence on the part of the tenant, the tenant will be responsible for payment of repairs and associated services.

The Landlord is not responsible for the Tenant's appliances or goods. If a contractor is called out to a property and it is discovered that a faulty appliance not included as part of the lease and is the cause, the tenant will be responsible for the call out fee any costs incurred by the Contractor.

Where a contractor is called out / inspects a property and repairs are found to be caused by negligence on the part of the tenant, the tenant will be responsible for payment of repairs and associated services / fees incurred.

The Tenant shall not cease payment of rent for any maintenance issue. Should a Tenant withhold, Rent payments for Maintenance items our Arrears Process (set out above) will automatically commence by our systems. This will reflect negatively on your account and will result in formal notices issuing for rental arrears. Failure to pay rent arrears may result in a Termination Notice.

The Tenant is responsible for changing light bulbs/fuses. Check the bulbs and/or the fuse box before making a maintenance call. If call-out is made and found to be relating to fuse or lightbulbs not working a callout charge will be applied to your account.

As our Tenant, you are responsible for the upkeep of lawns /gardens these should be kept clean, tidy and in a presentable manner. Where the Landlord's agent has carried out an inspection and has deemed the lawns/gardens/ exterior areas (including but not limited to, Sheds / Patio's / Decking Areas/driveways) as not being maintained, where any repairs found to be caused by negligence on the part of the tenant, the tenant will be responsible for payment associated with any cleaning / garden maintenance fees incurred.

Leaving your Property Vacant for Prolonged Period

If you will be leaving your home vacant for any length of time, going away on extended holiday etc. You will need to notify us for security reasons to ensure we don't think the property has been abandoned and commence the re-letting process for the property.

2.5 EMERGENCY REPAIRS, LOCKS & DOOR CONTROLS

We provide an Emergency Repairs and Callout Service to all our Tenants. In the event of an emergency repair, the tenant must follow these steps:

Log a call with our Maintenance Helpdesk immediately on 01-4500660. An emergency number will be available when dialling 01 – 4500660 outside of office hours leave a message

Legitimate out-of-hours or Emergency call outs are limited to the following reasons:

- Flood or Serious Leak
- Fire
- Broken / Smashed Windows
- Access Issues (not lost keys or fobs there is a charged for replacing them as stated in your contract)
- Gas Leak
- Complete Heating Failure (in cold weather)
- Failures or repairs that constitute a Health & Safety hazard
- Response to an incident involving injury
- Loss of Power (where supply is not disconnected for non-payment of bill or tenants did not register for supply)
- Structural Damage
- Effluent discharge

Where Emergency callouts are deemed not to be an Emergency, a Fee will be applied to the Tenants account (Call out charge is €120 + VAT during office hours €300+VAT weekend and outside office hours). Refer to Emergency Types set-out above contact Helpline to discuss if you are unsure if the issue is categorised as an emergency.

Callout charges for lost keys, lock changes, unlocking electronic controls will be charged at €90+VAT for electronic access unlocking, or €120+ VAT per hour during office hours or €300+VAT weekends and out of office hours for lock changes. **Please note the tenant will also be charged the full costs of any parts required plus VAT**

Where emergency callout finds that repairs are caused by Tenant negligence the Tenant will be responsible for payment of services/parts/ labour etc.

Gas Safety

If you think you can smell Gas:

- DO NOT use mobile phones
- DO NOT turn electrical switches on or off
- DO NOT smoke
- DO NOT use naked flames
- DO turn off the gas supply at the meter
- DO open doors and windows to get rid of the gas

If you suspect a gas leak, phone Bórd Gais immediately on 1850 205050

FIRE

In the event of fire in your home, Tenants are responsible for calling and reimbursing the Fire Brigade.

To avoid fire:

- Ensure that you are familiar with the location and operation of the fire pack (fire blanket and extinguisher) provided by the Landlord. If the fire pack is missing, please contact EPM ESTATES immediately
- Never leave a fire unattended and always use a fire guard.
- Never leave a chip pan unattended.
- Do not have excessive clutter in your home.
- Follow the electricity guidelines below.
- If living in a block, follow the fire evacuation procedures provided by Estate Management.
- It is good practice to have an evacuation plan in the event of having to leave your home due to uncontrollable fire.

In the event of a fire, leave the premises and dial 999 or 112 immediately.

Electricity

To avoid any incidents with electrical sockets or appliances:

- Ensure that appliances are wired correctly.
- Do not overload any plug sockets.
- Remove plugs from sockets when you go to bed and also if you leave you're dwelling.

2.7 PETS

The landlord's consent is required to keep any pet in the property. Should the landlord provide consent with a larger deposit of €2000 extra above the current contracted deposit amount must be provided, and, all carpets must be professionally cleaned at the end of your tenancy. Lawns and exterior must be returned to pre-Tenancy condition.

2.8 KEYS

In the event, you lock yourself out or lose your set of keys, if a management set is available, you can arrange to collect from our office and have copies cut (at your own expense). Identification will be required at the time of collection and keys will need to be returned the same day. If keys are not returned, the locks will be changed at your own expense. note lost keys/fobs carry a replacement cost of €50 collected from our office this is for each key or fob

After Hours – the tenant will need to contact The Lock Hospital at their own expense. If any locks are changed, the tenant is responsible for supplying 2 x copies to the Landlords Agent and 1 x copy to the Landlord. IF THE LOCK IS PART OF OUR MASTER KEY SYSTEM, the tenant will be responsible for any loss or damage

2.9 PARKING / APARTMENT BLOCK MANAGEMENT

Parking - Apartment Blocks: Apartment blocks and Developments with allocated parking spaces / unreserved parking areas are the responsibility of the Owners' Management Company ('OMC'). OMC contact details will be available in the common areas of your Apartment Block/Development. Any queries relating to parking issues should be addressed directly to your OMC unless otherwise set out in your lease/licence agreement. The OMC may require your vehicle details to be registered with them to avoid your vehicle being clamped. It is the tenant's responsibility to ensure that they meet the obligations of the parking regulations of the OMC. The cost of obtaining any permit from the OMC is the tenant's responsibility. Failure to obtain and display a valid permit may result in your vehicle being clamped. Any fines or charges to have the vehicle unclamped are the responsibility of the tenant. Any damage caused because of the tenant parking (including oil stains) will be the responsibility of the tenant.

Parking – On Street: If your property is located where a Residents Parking Permit Scheme operates you can purchase a permit from the appropriate Local Authority. The cost of obtaining any such permit is the tenant's responsibility. Failure to obtain and display a valid permit may result in your vehicle being clamped. Any fines or charges to have the vehicle unclamped are the responsibility of the tenant.

2.10 SMOKE ALARMS / CO2 ALARMS / FIRE PACKS

It is our policy to fit your home with Smoke and Co2 Alarms (where there are Gas services / open fire Places). The Tenant should report any issues with either alarm to our Maintenance Team 014500660-thoran@epmgroup.ie

The tenant must not remove a Smoke or Co2 Alarm or do anything to reduce the effectiveness of the alarm other than to change batteries / test the alarm.

All smoke alarms are checked before moving in, after the lease commencement date it is the tenant's responsibility to test the smoke alarm regularly.

You are required to:-

- Test Alarm regularly (testing of the alarm should be carried out at a minimum once a month).
- Replace any flat or nearly flat batteries
- Advise the Agent if there are any issues with the alarm (apart from batteries).

Fire Blankets will be in place from the commencement of also. Fire Blankets are part of the standard inventory. Please make sure you are familiar with the location and instructions of the pack. If you notice you do not have a Fire Blanket, then please inform us immediately.

In multi-tenanted units, the Tenant should familiarise themselves with the Emergency escape plan that should be on display in the common area of the Unit — reporting any observations of obstructions to the Block Management Company directly.

2.11 DAMP, CONDENSATION & MOULD

Condensation can cause dampness and mould growth in your home. This looks unpleasant and can increase the risk of respiratory illness. It can also cause wooden window frames to rot. The information below explains how condensation forms and how you can keep it to a minimum.

What is condensation?

Condensation starts as moisture in the air, usually produced by cooking, washing, or drying clothes indoors on radiators. When it hits cool surfaces such as walls, mirrors, wall tiles and windows it condenses and forms water droplets. The moist air rises when it is warm and often ends up on ceilings and in upstairs rooms and then it forms mould.

Condensation - Why is it a problem?

Left untreated, condensation can result in mould growth on walls, ceilings, furniture, furnishings, and clothing in cupboards and drawers. It can also affect wall plaster and cause woodwork to rot.

What are the different types of Dampness?

Condensation is caused by moisture in the air inside your home. This section of the Welcome Pack explains how you can reduce condensation and prevent mould forming.

However, damp is generally caused by a fault in the structure of the building. There are two basic types of damp:

- Penetrating damp happens when water enters your home through an external defect (for example a crack in a wall or a loose roof tile).
- Rising Damp is when there is a problem with the damp proof course or membrane and water rises from the ground into the wall or floor.

If you think you have a problem with damp in your home, please / licence call AVVAT Ltd.

How to reduce condensation in your home:

Control excess moisture

- Close kitchen and bathroom doors to prevent steam from going into colder rooms.
- When cooking or washing, let the steam escape by opening a window or using an extractor fan if you have one fitted. Leave the window open or the extractor fan on for up to 20 minutes after you have finished cooking or washing.
- Open some windows in other rooms for a while each day and open any trickle vents in your window frames. This allows a change of air.
- Wipe down surfaces when moisture settles to prevent mould forming.
- Do not block air vents and allow air to circulate around furniture and cupboards.
- You must not use bottled gas or paraffin heaters – these produce a lot of moisture, and they are also a health and safety risk.*

*Note: Your tenancy agreement or lease states that you are not allowed to use these in your home

Produce less moisture

- Dry clothes outdoors whenever possible or use the dryer if provided.
- Remember that house plants produce moisture as well.
- Cover pans when cooking.
- If you have a tumble drier or washing machine, ensure that it is vented in accordance with the manufacturers' instructions.

Some words of warning:

- Do not block permanent ventilators.
- Do not completely block chimneys. Leave a hole about two bricks in size and fit a louvred grille over the opening.
- Do not draught-proof rooms where there is condensation or mould growth.
- Do not draught-proof a room where there is a gas cooker or a fuel-burning heater, for example, a gas fire.
- Do not draught-proof windows in the bathroom or kitchen.
- Do not put furniture against cold external walls.

Mould - Who Is Responsible?

This is entirely dependent on when and how the mould developed. For example, if the mould developed due to a tenant's negligence, it will become your responsibility to remove the mould.

It is the Tenants responsibility to clean condensation from indoor surfaces and keep rooms well ventilated to prevent mould build up. Vents/extractor fans/windows should be kept clean & clear especially in Bathrooms and Kitchens to prevent excessive condensation leading to mould build up.

Where mould appears, responsibility will be determined on how the mould developed if the mould developed over the Tenancy period (not having been noted in the move in condition report) due to a tenant's negligence such as not ventilating the room when drying clothes indoors or after bathing/showering, it may become your responsibility to have it removed. Any costs incurred will be payable by the Tenant.

If the mould developed in the very short term after the Tenant has taken occupancy, then this may have been an ongoing issue of which the Landlord (Landlords Agent) is not aware of and should, therefore, be the responsibility of the landlord. The Tenant is responsible for notifying the Property Manager as soon as they discover any mould.

How to Prevent Mould

To prevent mould, the Tenant must take the preventative measures:

- Use the exhaust fan when using the shower or laundry (especially the dryer)
- Allow plenty of sunlight to enter the property where possible.
- Allow clothes to dry completely outside. Where this is not possible (any internal drying including clothes on radiators) the room must be properly ventilated.
- If condensation builds on the walls or ceiling, the Tenant must dry the area thoroughly.
- The Tenant must ensure adequate ventilation throughout the property by opening a door or window (weather permitting) on a regular basis. Leave internal doors open to allow for circulation.

If Mould is Present in the Property

- Call our Maintenance number 01-440-0660
- Move furniture and other items away from the affected area

We require that the mould is attended to professionally, to ensure the mould is removed. Therefore, if mould is present in a property, we will arrange for it to be professionally removed.

Lease Terms

3.1 BREAKING LEASE / LICENCE TERMS

A fixed term tenancy agreement ends when the end date has been reached, and the correct notice has been given. In the event you cannot continue to the end date, you will need to provide notice in writing to your Property Manager - Notice of Intention to Leave. You will be responsible for payment of rent until the end date of your lease or until a suitable replacement tenant is approved and new tenancy commences, whichever comes first. Please refer to your lease or discuss with your Property Manager.

3.2 CHANGES TO SHARED TENANCY

If there is a change of circumstances to the people residing in the property, there are some steps you will need to follow.

- You must email notification of the change in circumstances to our office at thoran@epmgroup.ie
- Application forms must be submitted for all new occupants.
- Applications will be reviewed by EPM Estates for approval.
- Once approval has been granted, we can complete a side letter to the lease setting out the change of tenant.

Please note this is only applicable if one of the original leaseholders remains in the property. If no original leaseholder intends to remain in the property, it is considered a break lease situation.

3.3 RENEWING A LEASE

Please contact EPM ESTATES by email advising that you wish to remain in occupancy and wish to have your lease renewed. Please refer to RTB website (Lease renewal Tenancy Rights to understand your rights when renewing your letting agreement).

3.4 RESIDENTIAL TENANCIES BOARD REGISTRATION

It is a legal requirement to register your tenancy with the Residential Tenancies Board ('RTB'). In order to complete this registration, we require the PPS numbers of all tenants residing in the property. If you believe that your tenancy is not correctly registered with the RTB, please contact us, and we will arrange to address it immediately.

A €90 fee is required on the day of signing contract and any recurring fee related to the RTB registration of your tenancy

please also see 5.0 below, regarding Disputes Resolution via the RTB

3.5 RENT REVIEWS

Please refer to RTB website and make yourself familiar with your Tenancy Rights see 5.0 below.

In accordance with the terms of your lease, Your Landlord / Landlords Agent will contact advising of a rent review. You should contact your Property Manager directly with any queries you may have regarding rent review queries.

3.6 ENDING TENANCY NOTICE REQUIREMENTS

see RTB guidelines below;

A tenancy can only be terminated by serving a valid Notice of Termination in accordance with the provisions of the Residential Tenancies Act 2004 (as Amended). If the tenant does not vacate upon the expiration of a valid notice of termination or if a landlord/tenant does not believe that the Notice of Termination is valid they can submit a dispute to the RTB for resolution.

TERMINATION NOTICES - TENANTS NOTICE (Extract from RTB website)

A Notice of Termination can be served to end a fixed term lease for the following reasons:

- There is a break clause in the lease agreement.
- Both parties agree to terminate the tenancy.
- The Landlord breached his obligation and has been given reasonable time to rectify the breach, then 28 days' notice is required.
- Seven days' notice where the behaviour of the landlord causes imminent danger of death or serious injury or danger to the fabric of the dwelling.
- Has the landlord refused you permission to assign or sublet the tenancy?
- Ensure that the Notice of Termination is in writing (Text/email is not permitted).
- Ensure you give the adequate Notice periods. The notice periods depend on the length of the tenancy and the reason for issuing the notice in some circumstance. It may be prudent to give an additional couple of days' notice to ensure that the party receives the required notice periods.
- If the reason I am giving notice of Termination is that the landlord has breached his or her obligations having been given reasonable time to rectify the breach, then ensure that the reason is included in the Notice of Termination.
- If you are subletting, then please refer to the checklist of the landlord as you take on the role of the landlord.
- Ensure that the Notice is served on the relevant parties.
- Specify the termination date. The day that is to be specified as the termination date is the last day of the notice period. The notice period starts on the day following service of the notice of termination.

- State that the tenant has a whole of 24 hours to vacate possession.
- State that any issue as to the validity of the notice may be referred to the RTB within 28 days of the receipt of the notice.
- Sign the Notice of Termination.
- A landlord is required to mitigate his or her losses and to rent out the dwelling as soon as possible.

please refer to RTB website see 5.0 below, regarding Checklist for Tenant / Land Serving Valid Notice of Termination.

TERMINATION NOTICE – LANDLORDS NOTICE (extract from RTB Website)
Required Notice Periods
Termination by Landlord

Below are the notice periods a Landlord must give a Tenant pursuant to Section 66, Table 2 of Residential Tenancies Act 2004 (the “2004 Act”) as amended by the Residential Tenancies (Amendment) Act 2015 (the “2015 Act”).

Duration of Tenancy	Notice Period
Less than 6 months	28 days
6 or more months but less than 1 year	35 days
1 year or more but less than 2 years	42 days
2 years or more but less than 3 years	56 days
3 years or more but less than 4 years	84 days
4 years or more but less than 5 years	112 days
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 are required to notify your Landlord in writing with your intention to vacate ensuring it is within terms of your lease. Once this has been accepted by your Landlord, your Property Manager will issue you with a full statement of account showing all payments due up to the end of your Tenancy.

You will be required to bring the property back to its pre-tenancy condition before your final move-out inspection. The inspection will be carried out by our Agent, and a comparable Move out Condition Report will be completed.

3.7 Checkout

Upon agreed move out the date, the Landlords agent will carry out a Move Out Condition Report along with inventory recording. (For comparison with Move In Condition Report). The Agent will point out any items that may be the tenant's responsibility and have the Tenant sign off on the report, along with the collection of keys. The Agent will also need to see Utility bills showing that all utilities are up to date. You should also have account details to hand that you wish your deposit to be refunded to and a forwarding address for Reference to be issued by the Landlord. Meter readings will be taken by the Agent, and a utility switchover will be performed in your presence through Property Gecko Transfer.

Please ensure you cancel your Direct Debit once you have successfully checked out.

The completed report will be sent to your Property Manager for review when issuing a refund

payment. **Cleaning**

The following describes in detail what is expected in the way of cleaning, repairs and maintenance:

Kitchen

- All kitchen surfaces should be thoroughly cleaned with a proprietary cleaner/disinfectant paying particular attention to any stains or marks.
- The fridge and freezer must be defrosted and cleaned.
- Fully clean oven and stove-top.
- All hard surfaces should be washed down and cleaned, including the kitchen floor, which must not be 'sticky'.
- Remove all contents from cabinets and drawers (this includes ALL foodstuffs, new tenants will not use left-over salt or sugar, so please remove every item of food from the cupboards)
- Sink must be fully cleaned
- Countertops should not have any scratches, chips and must be properly cleaned.
- Replace all burnt or missing light bulbs.

Bedrooms

- All bedroom surfaces should be thoroughly cleaned with a proprietary cleaner/disinfectant paying particular attention to any stains or marks.
- Remove all contents from bedroom - including emptying wardrobes and drawers. There should be nothing left behind, or charges will be incurred.
- Remove all bed linen belonging to you including duvets, pillows, sheets etc.
- Replace all burnt or missing light bulbs.

Bathrooms

- All bathroom/WC surfaces should be thoroughly cleaned with a proprietary bathroom cleaner/disinfectant paying particular attention to any stains or marks.
- Clean toilet and make sure seat hinges are fixed.
- Make sure the bath/shower is properly cleaned.
- All surfaces should be washed down and cleaned, including the bathroom floor, which must not be 'sticky'.
- All cabinets and drawers must be cleared out and cleaned.
- Hand basin has to be left fully cleaned.
- Clean all mirrors. Ensure they are not left “streaky”.
- Replace all burnt or missing light bulbs.

Miscellaneous

- All hard surfaces should be washed down and cleaned, including all floors, which must not be 'sticky'.
- All the woodwork, skirting boards etc. should be washed down.
- All soft furnishings especially carpets should be cleaned, paying special attention to any heavy stains and marks if applicable. This may mean having carpets professionally cleaned.
- All light fixtures should have a good light bulb. It is much cheaper for you to replace burned out bulbs than it is for our electrical company to replace the bulbs and charge you for his labour as well.
- Smoke detectors - should have batteries and be in working order.
- All sets of keys and fobs must be returned. Internal keys for cupboards, windows etc. should be left in their locks.
- All rubbish bins must be empty and cleaned
- All rubbish or personal items must be removed from the property and please do not put rubbish or large items in hallways, as this is a fire hazard.
- Normal Wear and Tear
- Please note that normal wear and tear does not include damage, or excessive wear and tear.

Normal wear and tear is generally anything which could not have been prevented. Anything that occurs as part of daily living (for example, the carpet becoming more worn in places where the tenants would frequently walk) is considered normal wear and tear. Dirt or stains on the carpet and marks or nail holes in the walls are not normal wear and tear.

3.8 Deposit Refund

The Landlord will not unreasonably withhold deposits. However, to ensure full deposit refund in the shortest possible time frame, the tenant should carry out the following steps;

- Ensure all rent is paid up to and including date of vacation.
- Ensure that all keys are returned.
- Ensure the property is cleaned and returned to the same condition upon move in.
- Ensure the carpets have been professionally cleaned.

Supply your Property Manager with all bank details for Refund of Deposit including forwarding address.

Reasons Deductions may be taken from Rent

- If the Tenant is found to be liable for damage to inventory or the property itself, cost associated with repairs will be deducted from the Tenants Deposit.
- Where a Tenants Account is in Rent Arrears upon vacation date, the Arrears will be deducted from the Tenants Deposit Account.
- Where fees/charges have been applied to a Tenants Account and have not been discharged upon move out, they will be deducted from the Tenants Deposit.

3.9 Landlords Reference

Upon refund of deposit a Landlord's reference will also be sent to your forwarding address, please ensure that forwarding address is provided.

3.10 Leaving Personal Items Behind

Please note that it is not the Landlord / Landlord Agents responsibility for Personal Items left behind. It is our policy to perform a "Clean & Clear" on all properties that have been checked out. Personal items left in the Property will be disposed of at this time. It is therefore important that you bring all personal belongings with when you move out or you will be charged the cost of removal. EPM Estates will not accept any financial liability for anything that may have been left behind after your tenancy ends (or where it appears you have abandoned the property).

3.11 Complaints

EPM Estates are here to help you, and we pride ourselves on our levels of service and commitment. However, as with all organisation's things can and sometimes do go wrong. In such circumstances, we will endeavour to put things right as quickly as possible, and with the minimum possible inconvenience to you.

In the event that you do have a complaint, then please pursue one or more of the following courses of action as may be appropriate to your particular circumstances:

Informal complaints -

- Inform your Property Manager by email or report your complaint by telephone:
- 01 – 4500660 (office hours only)

We aim to resolve such 'informal' complaints immediately and satisfactorily without the need for any further escalation. However, for more serious or formal complaints, or where you are dissatisfied with our initial response to your informal complaint, you should put your complaint in writing and address it for the attention of:

- Head of Property – EPM ESTATES , JFK House, Unit 3, JFK Industrial Estate, John F. Kennedy Road, Bluebell, Dublin, D12 C966

We aim to fully respond to all formal (i.e. written) complaints within 10 working days of receipt. However, in the event that we may be unable to do so, we will write to you and advise you accordingly.

Finally, if you still remain dissatisfied you can register a dispute via the RTB for resolution.

3.12 Information Required for the return of the Security Deposit Form

Tenant Name (s)	
Property Address	
Email and Phone Details	
New Forwarding Address	

Please confirm the ELECTRICITY Provider used at the property & MPRN Number (you can find this number on your bill)

PROVIDER	Please Tick Box Below	MPRN	METER READING
ESB			
Airtricity			
Bord Gais			
Energia			
Pinergy			

If Other supplier, please state name

Please confirm the GAS Provider used at the property & GPRN Number (you can find this number on your bill)

PROVIDER	Please / licence Tick Box Below	GPRN	METER READING
ESB			
Airtricity			
Bord Gais			
Energia			

If Other supplier, state name

Can you confirm that all bills relating to your property have been paid in full (Please tick box as appropriate)

Rent Yes No

Gas Yes No

Electricity Yes No

TV Supplier Yes No

Telephone Yes No

If you answered **No** to any of the above, please confirm why?

.....

.....

.....

In order to refund the security deposit, you are required to email the relevant details to the EPM ESTATES thoran@epmgroup.ie

Please confirm which tenant the deposit is to be returned to?

Tenant Name:

IBAN:

BIC:

If more than one tenant residing in the property, please ensure that this form is **SIGNED** by all other tenants in order to authorise the return of the deposit to the above-named tenant

Tenant Name:

Tenant Name:

Tenant Name:

Tenant Name

Please Note that all the above information must be supplied in order for the return of the security deposit. Please return this form to EPM Estates