# Details of Dublin City Council's Leasing Process (Based on Individual not Multiple Units being offered).

The Council has Long Term Leasing Options for 10-25 year terms

#### **General Information**

- Properties must be VACANT to be considered for leasing.
- It is advisable that owners check the Head Lease for the property (particularly in respect of those properties where a management company is in existence) as there may be a clause prohibiting the sub-letting of units for a term greater than 5 years.
- A solicitor will be required when the legal stage of the leasing process begins.
- The lease term can be 10 -25 years with rent reviews every three years.
- The rent at review will be referenced to the change indicated by the Harmonised Index of the Consumer Price Index (HICP) issued by the authority of the Central Statistics Office of Ireland
- Following the initial application there will be a first inspection of the property by our inhouse Inspector to deem it suitable for leasing.
- Rents will be paid at 80%-85% of the current market rate (as determined by Dublin City Council Valuer). Higher percentage given for units in a managed development.
- Once it is confirmed that the property meets all the required regulations and standards for social housing it will have a second inspection carried out by DCC or an agency employed by DCC to manage their leased properties.
- Following the second inspection a letter will issue stating the rent offer and detailing any works required to be carried out in advance of DCC entering into a lease with the owner. This letter will also request required documentation to be submitted within one month of the date of the letter.
- Payment will be made monthly to Landlords by Electronic Fund Transfer directly to their bank account.
- If the owner is resident outside the Republic of Ireland the rental income for the property will be subject to "Withholding Tax". Further details on this are available on <a href="http://www.revenue.ie">www.revenue.ie</a>.

## **Required Documents**

- 1. Proof of ownership of the property.
- 2. Confirmation of the date from which the property is available for leasing (with all the required works complete).
- 3. Current Valid eTax Clearance Certificate in the same name as the person(s) whose Bank Account details are provided.
- 4. Completed EFT form for setting up the payment of the monthly rent.
- 5. Future postal and email address of the owner for correspondence purposes.
- 6. BER Certificate and Advisory Report to Council requirement.
- 7. Copy of current certificate of buildings/structural insurance on the property commensurate with the requirements of a rental/leased property.
- 8. Details of the Solicitor acting on your behalf, e.g. Name, Address, Tel. No., Email Address, etc.
- 9. Copy of Annual Service Charge Receipt (where applicable).
- 10. Confirmation Local Property Tax (LPT) is paid in full.
- 11. Non Principal Private Residence (NPPR) Certificate or Exemption Cert.
- 12. Copy of the House Rules (where a Management Company is in existence).

13. Any other documents requested by the Council's Legal Representative.

## **General Lease Conditions**

- 1. Please note if the property is sold within the period of the lease it will be sold with the lease agreement transferred to the new owner with DCC's allocated tenant in place until the expiration of the lease. DCC should be notified immediately of any change in ownership of the property. Also the property will firstly be offered for sale to Council.
- 2. The property owner retains responsibility for all structural repairs and maintenance of the exterior of the property including but not limited to the roof, external and structural walls of the premises.
- 3. The building insurance will continue to be the responsibility of the owner and evidence of insurance will be required to be submitted each year on renewal.
- 4. LPT Liability will be the responsibility of the Owner for lease terms up to 20 years.
- 5. The owner will remain responsible for and will be liable to repair any defects in relation to drains, sanitary fittings, appliances and pipes which become apparent in the property within the first six months of the lease term.
- 6. The owner will remain responsible for the cost of replacing any furniture or appliances which become defective in the first 60 days of the lease term.
- 7. All relevant management fees associated with the property will continue to be the responsibility of the owner.
- 8. DCC, (or its nominated agent), retains full responsibility for tenancy management and internal maintenance of the property after the liability/defect periods mentioned above.
- 9. The Council will have exclusive use of the property during the term of the lease.
- 10. At the end of the lease term the Council will ensure that the property is returned in good condition minus fair wear and tear. It should also be noted that furnishings will not be replaced.

# **General Requirements**

- 1. Furnishings, as per the items listed below, must be supplied for each property before the final signing of the lease document.
- 2. One set of keys to be provided for each property, including a fob per property, etc. for car parking, if applicable (all to be clearly labelled).
- 3. A BER Cert and Advisory Report will be required for each property. (Minimum D1 rating).
- 4. MPRN (Electricity)/GPRN (Gas) numbers and utility account information, including utility provider, will be required to be provided for each property.
- 5. If the property is in a multi-unit development then details of the Management Company and Managing Agent is to be provided, along with Service Charge, Sinking Fund, Budget and all other relevant information as required under the MUDS Act.

# Exterior of the Property

- 1. Roof, roof tiles, doors, windows, gutters, downpipes and fascia board/soffit to be in good repair; all manhole covers to be provided, trip hazards, access restrictions, etc. to be dealt with, grass/weeds to be cut back where necessary and where missing gates/fencing to be replaced/fitted.
- 2. **Electrics** An RCD fuse board is required with all circuits labelled. A current ETCI/ECSSA Periodic Inspection Report by a registered electrical contractor for the electrical installation

in the dwelling will be required for each property before entering into lease. The result of the inspection shall show a standard which requires that "no remedial work is required".

- 3. Gas Systems to be checked and tested with any required works undertaken to ensure compliance with Regulations. Once the works are undertaken a current Declaration of Conformance Certificate for an IS 8133 annex C (service) and annex E (inspection) by a Registered Gas installer for the gas installation in each dwelling. Each gas supply from the meter shall undergo a soundness test to ensure that it complies with regulations. If a gas boiler is present, the boiler should have been serviced with the heating systems fully operational and balanced.
- 4. **Water Systems** Water storage tanks to be lagged and have a tight fitting lid. Pipework in areas such as attics should be insulated main isolating stop cock to be labelled.
- 5. **TV/Telephone** TV and telephone connections to be available.
- 6. **Flooring**: Floor covering to be provided in all rooms, stairways, tiling/ nonslip flooring in wet areas
- 7. **Other**: All fabrics should be fire retardant.
- 8. Each window, balcony door, patio door shall be provided with blinds and curtains, which shall have secured/safe cords, chains.
- 9. Windows on upper floors to have restrictors that restrict easy opening (e.g. by child) but which allow quick release, when required.
- 10. All appliances shall be clean (e.g. fridges defrosted) with all accessories (e.g. shelves), fully and correctly installed to the manufacturer's requirement and be in full working order.
- 11. Fire Safety Systems:
- 12. LD2 standard fire / smoked detection system required smoke / heat detections required to stairs/landing, kitchen and living room mains interconnected with 10-year battery back-up.

# Required Furnishings

## Kitchen

- 1 x 4 ring hob, oven and grill
- 1 x extract cooker hood ducted to the outside
- 1 x fridge freezer (or 1no x fridge and 1no x freezer)
- 1 x washing machine and 1 x dryer (where the house does not contain a garden/yard for the exclusive use of that house) combined washer / dryers are acceptable
- 1 x fire blanket minimum 1m x 1m
- Non-slip flooring/tiles
- Fitted kitchen units to be provided and functional

## Living Room

- 1 x suite of furniture appropriate to room size (minimum 3 x seater couch, 2 x matching armchairs all washable / cleanable, coffee table)
- 1 x fire place (where space has been left for one and there is a chimney present) with hearth, mantle and fire grating. Chimney must be cleaned with written and dated confirmation provided.

## Dining Room

• 1 x table and chairs (appropriate to property size / occupancy, minimum 4 x chairs)

## Bedroom (Double) minimum 1 per dwelling

- 1 x double bed (incl. base, mattress & headboard); all beds and accessories shall be clean, free from damage / staining.
- 2 x bedside locker
- 1 x chest of drawers
- 1 x wardrobe fixed back to wall

#### Each other Bedroom (Single)

- 1 x single bed (incl. base, mattress & headboard); all beds and accessories shall be clean, free from damage / staining.
- 1 x bedside locker
- 1 x chest of drawers
- 1 x wardrobe fixed back to wall

## Bathroom / En-suite / Sanitary Accommodation

- Bath / showers to have non-slip base
- Non-slip flooring/tiles
- Shower enclosures to be fully tiled. Where there is a shower provision over a bath, the walls will require to be tiled from the bath to the ceiling on 2 / 3 walls depending on the arrangement
- 150mm high splash back behind wash hand basin
- 1 x bathroom cabinet fixed to wall
- In any bathroom or en-suite, or toilet room without a window, provide 1 x mechanical extract fan ducted to outside with 15-minute over-run.