

Frequently Asked Questions Standard Long Term Leasing

General Queries

Q. Does it matter where the house/apartment is?

A. Once your house/apartment is within Meath County Council's administrative area, the Council will consider the application, so long as there is a social housing demand in that area.

Q. What would be the reasons for Meath County Council refusing my property?

A. 1. There is currently no demand for social housing in your area
2. The Council has already reached its quota of social housing units in the area
3. The condition of the property does not meet regulations or standards
4. Rents cannot be agreed between both parties
5. Because there is a covenant in the Head Lease (in respect of units where a Management Company is in existence) which prohibits the sub-letting of units for a term greater than 5 years to a person/organisation who does not become registered as a member of the Management Company. It is policy that Meath County Council or its members do not become members of Management Companies.

Q. How long would the lease be for? Who decides?

A. The lease would be for 10 to 25 years, and will be agreed between the owner and Meath County Council.

Q. When is the rent for the property paid to the Landlord?

A. Payments will be made on the first Friday of each month in advance by Electronic Fund Transfer directly into your bank account. Please note that if a Landlord is living outside Ireland, the rental income is subject to withholding tax. Further details on this are available on www.revenue.ie

Q. Who will be renting my property?

A. The tenants for your property will come from Meath County Council's Social Housing Waiting List.

Q. Does the Landlord have to be registered with the Residential Tenancies Board (R.T.B.)?

A. No

Q. Does the Landlord have to pay the Non-Principal Private Residence charge (NPPR)?

A. Yes (more details available on www.nppr.ie)

Q. Does the Landlord need a tax clearance certificate?

A. Yes

Q. Will I be paid if the tenant vacates the property?

A. Yes, your rent is guaranteed, therefore, there is no rent loss due to vacant periods.

Q. How is the rent calculated and paid?

A. The rent is paid at 80% of the current market rate for properties with no management company and 85% with a management company. The rent discount is applied to take account of the tenant management and property maintenance responsibilities taken on by the local authority and the elimination of vacant unoccupied periods where a property owner would normally not receive a rent payment.

Rent reviews occur on the third anniversary of the lease commencing and every third year thereafter. The rent is reviewed by reference to the change in consumer prices.

Maintenance

Q. Does the property need to be furnished?

A. Yes, the property should be furnished. It will be the tenant's responsibility to maintain the furnishings.

Recommended Furnishings are:

Kitchen: Cooker/fridge freezer/washing machine/microwave/kitchen table and chairs

Living Area: Sofa/couch/armchairs

Bedrooms: Beds appropriate to the size of the bedroom (i.e. single or double – no bunkbeds), bedside lockers, wardrobes

All areas: Floor coverings, blinds/curtains

Q. Who is responsible for the structural maintenance of the property?

A. The owner of the property will retain responsibility for the structural maintenance and repair of the property. Therefore, the owner is responsible for having proper structural insurance in place.

Q. Who will be responsible for the general maintenance (e.g. cutting the grass etc.)?

A. The person allocated the property in the case of houses. The Management Company in the case of apartments or multiple properties in one location.

Q. In the case of an apartment, who pays the annual Management Company Service Charges?

A. The Management fees remain the responsibility of the owner.

Q. Who pays the refuse charges?

A. Where there is a maintenance charge it is usually included in this and the owner of the property pays the maintenance charge. Where there is no maintenance charge the person allocated the house will be liable for the refuse charges.

Q. In what condition will the property be returned?

A. The property will be returned to the owner at the end of the term in good repair and condition save for normal wear and tear.

Q. Who is responsible for the payment of each household charge?

A. Management Fees: The owner is responsible for the payment of these fees throughout the term of the lease.

Refuse Charges: Where there are no management fees applicable the person allocated the house will be responsible for the payment.

Local Property Tax: The owner is responsible for the payment of this fee where the term of the lease is under 20 years or more.

Service Requirements:

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".

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.

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.

TV/Telephone: TV and telephone connections to be available.

Flooring: Floor covering to be provided in all rooms, stairways, tiling/nonslip flooring in wet areas.

Other: All fabrics should be fire retardant.

Each window, balcony door, patio door shall be provided with blinds and curtains, which shall have secured/safe cords, chains.

Windows on upper floors to have restrictors that restrict easy opening (e.g. by child) but which allow quick release, when required.

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.

Fire Safety Systems: LD2 standard fire / smoke detection system required – smoke / heat detections required to stairs/landing, kitchen and living room mains interconnected with 10 year battery back-up.

Fire Safety Certificates for apartment / multiple properties.

For new builds if they have these attached

Air-To-Water Heat Pump Installation

- The heat pump shall provide 100% of the space heating (18-22°C) and domestic hot water heating (60°C) requirements.
- The heat pump system shall be designed to avoid short cycling with the maximum number of start-up cycles per hour limited to three.
- The unit shall also come complete with the following components: sight glass, refrigerant filter, pressostats and refrigerant.
- The heat pump shall use a zero ODP (Ozone Depletion Potential) and low GWP (Global Warming Potential) refrigerant, such as R410A that complies with all current Irish legislation and does not exceed 1.5kg of gas.
- The heat pump shall be capable of providing automatic reverse cycle defrost.
- It shall have a maximum set flow temperature of 60°C and shall operate between a low outdoor temperature of -20°C and a high of 35°C.
- The heat pump shall have weather compensation controls to adjust output temperatures with fluctuating external air temperatures. It shall have an inverter driven compressor which shall modulate output to maximise efficiency.
- The heat pump shall have a maximum sound pressure level of 44 dB(A) at 1m from the unit.
- The heat pump shall be located at a minimum distance of 6m from the nearest bedroom window.
- The heat pump shall be installed in such a way that maintenance can be easily carried out, maintaining a clearance of approx. 1m in front and around the sides of the heat pump.
- The heat pump shall be provided with at least a 3 year warranty which shall cover all labour and material costs during this period.

SOLAR PHOTOVOLTAIC (PV) MICRO-GENERATION SYSTEM+

The system shall comprise the following principal components:

- PV array mounted on the most southerly facing roof
- Pitch roof mounting kit
- DC to AC micro-inverter
- kWh check meter
- Associated electrical cabling.
- The panels shall be such that they may withstand a wind of Force 10.
- The PV panels shall have a power tolerance of +/- 3%. The panels shall have an efficiency of greater than 15%. The panels shall also incorporate; a minimum of 3 bypass diodes, use of

high quality long life encapsulates, have a hollow structure frame and have a temperature co-efficient between -0.35% to 0.5% at Pmax. The panels shall be suitable for outdoor installation, and shall be made from a weatherproof material. Thus they shall also be waterproof.

- The system shall have a minimum power warranty of 25 years (no more than 20% drop in performance after 20 years) and a minimum of 12 years of product guarantee on generation. It shall also be certified by IEC 61215 and safety tested under IEC 61730.
- The PV installation shall be tested and commissioned by the manufacturer's representative in accordance with the manufacturer's commissioning procedures. A commissioning cert shall be provided on completion.

Documents

Q. Do I have to get a BER (Building Energy Rating) Certificate for the house/apartment?

A. Yes. A BER certificate will be required before the lease is completed (minimum CI).

Q. What documents or service requirements will I be required to submit?

A. Document Requirements:

- Proof of ownership of the property.
- Confirmation of date from which the property is available for leasing (with all the required works complete).
- Current Tax Clearance Access No. (TCAN No.) in the same name as the person(s) whose Bank Account details are provided
- Completed EFT form for setting up the payment of the monthly rent.
- Future postal and email address of the owner for correspondence purposes.
- BER Certificate and Advisory Report to Council requirement.
- Copy of current certificate of buildings/structural insurance on the property commensurate with the requirements of a rental/leased property.
- Details of the Solicitor acting on your behalf (e.g. Name, Address, Tel. No., Email Address etc.).
- Copy of Annual Service Charge Receipt (where applicable).
- Confirmation that all utilities, Local Property Tax (LPT) and other household charges are paid up to date.
- Copy of the House Rules (where a Management Company is in existence).

Options

Q. Can the Landlord or Meath County Council opt out of the lease?

A. The lease will be for a minimum of ten years. A break clause can only be included if the lease is for a period longer than ten years. This is subject to the agreement of both parties.

Q. Can the property be sold during the term of the lease?

A. The property can be sold during the lease term but only on condition that the lease agreement is transferred to the new owner and Meath County Council is notified in advance and is in agreement.