



A Guide for Users  
of  
**PROPERTY SERVICES PROVIDERS**

(Auctioneers/Estate Agents, Letting Agents, Management Agents)  
in  
Ireland



Property Services Regulatory Authority  
Údarás Rialála Seirbhísí Maoine



**Property Services Regulatory Authority**  
**Údarás Rialála Seirbhísí Maoine**

**A Guide for Users  
of  
PROPERTY SERVICES PROVIDERS  
In  
Ireland**

**IMPORTANT NOTICE**

**This guide is designed to assist consumers in understanding the new licensing and regulatory regime governing Property Services Providers (i.e. Auctioneers/Estate Agents, Letting Agents and Management Agents). The information is intended to make readers aware of the general issues.**

**This document should only be used as an informal guide.**

© Government of Ireland 2009

# CONTENTS

## Introduction

### Part I The Role and Functions of the Authority

Overview of the Authority's Functions and Responsibilities  
The Licensing Function  
The Investigation and Complaints Adjudication Function  
Consumer Protection and Public Awareness

### Part II Steps in Purchasing Property

Introduction  
Making an Offer and Paying a Deposit  
Arranging Survey of the Property  
Finance  
Credit Rating  
Legal Work  
Registration of Title

### Part III Property Services Providers

Introduction  
Auctioneers/Estate Agents

- Relationship between Auctioneer/Estate Agent, Seller and Buyer
- Ways of Selling/Purchasing Property
- "Caveat Emptor" – Buyer Beware
- Paying Deposits – "Gazumping"/"Gazundering"

Letting Agents

- Relationship between Letting Agent, Landlord and Tenant

Management Agents

- Overview
- Owning a Property in a Multi-Unit Development
- The Management Company (OMC)
- The New Law on the Transfer of the Common Areas to the OMC
- Relationship between OMC, Owner and Management Agent
- Functions and Responsibilities of OMCs
- Annual Service Charge and Building Investment/Sinking Fund

## APPENDIX I

Multi-Unit Development - OMC Functions

## APPENDIX II

Useful Contacts



# INTRODUCTION

The **Property Services Regulatory Authority** was established by Government for the purpose of regulating **Property Services Providers (PSPs)** in Ireland. The role of the Authority is multi-dimensional in that it includes:

- the licensing and regulation of the Property Services Industry,
- administers an independent system of investigation and adjudication of complaints from consumers about their individual dealings with **PSPs**, and
- promoting consumer awareness.

The **PSPs** which come under the control of the Authority are:

**Auctioneers/Estate Agents,  
Letting Agents and  
Management Agents.**

New legislation, “**The Property Services (Regulation) Bill 2009**”, provides for the establishment of the Authority on a statutory basis.

## *The Licensing and Regulatory Environment*

Under the new legislation the Authority takes over the function of licensing Auctioneers and House Agents which was previously carried out by the District Courts in conjunction with the Revenue Commissioners. In addition, Management Agents will be licensed for the first time.

## *The Complaints Investigation Environment*

One of the principal functions of the Authority is to deal with complaints made to it by consumers against **PSPs**. The new legislation provides for the independent investigation and adjudication of such complaints and sets out, for the first time, a statutory framework for the resolution of disputes between consumers and **PSPs**.

## *The Promotion of Consumer Awareness*

The Authority is also required to promote consumer awareness by providing consumers with information about the services provided by **PSPs**.

**Part I** of this Guide outlines in detail the functions of the Property Services Regulatory Authority. **Part II** gives a brief outline of the steps involved in the purchase and sale of residential property and **Part III** outlines the services provided by service providers such as Auctioneers/Estate Agents, Letting Agents and Management Agents together with their obligations to their clients.

**In this guide a word importing the masculine gender shall be read as also importing the feminine gender.**

**If something in the guide is unclear or you need more information the following are the relevant contact details:**

**Property Services Regulatory Authority,  
Floor 2, Abbey Buildings  
Abbey Road,  
Navan,  
Co. Meath  
Tel: 046/9033800  
Fax:046/9033888  
Lo Call: 1890252712  
e-mail: [info@npsra.ie](mailto:info@npsra.ie)**

**We may not have all the information you need but we will endeavour to point you in the right direction.**





# Part I

## The Role and Functions Of The Property Services Regulatory Authority

- Overview of the Authority's Functions and Responsibilities
- The Licensing Function
- The Investigation and Complaints Adjudication Function
- Consumer Protection and Public Awareness





# The Role and Function of the Authority

## Overview of the Authority's Functions and Responsibilities

**The Property Services (Regulation) Bill 2009**, which provides for the establishment of the **Property Services Regulatory Authority** on a statutory basis, repeals all previous legislation governing Auctioneers/Estate Agents, namely, the Auctioneers and House Agents Acts 1947 to 1973. The new legislation introduces a new regulatory regime and an extended licensing system covering all Property Services Providers (**PSPs**) in Ireland.

A **Property Service** is defined in the new legislation as the provision in Ireland of any of the following services:

- (a) auction of property other than land and/or buildings;
- (b) purchase or sale, by whatever means, of land and/or buildings;
- (c) letting of land and/or buildings;
- (d) provision of services related to the management of an apartment complex, housing estate or other estate containing housing which is carried out on behalf of a management body. This includes administrative services and the procurement of the maintenance, servicing, repair, improvement, or insurance of the development.

A **PSP** is any person, body corporate or any unincorporated body of persons who provide a **Property Service** in Ireland, whether or not the property concerned is located in Ireland. **PSPs** include Auctioneers/Estate Agents, Letting Agents and Management Agents.

One of the main functions of the new Authority will be the licensing of all **PSPs** to carry out any of the aforementioned property services. The licensing requirement will apply to individuals providing property services either in the course of employment or as independent contractors and to companies or partnerships who employ persons to provide property services.

In addition to its licensing function the new legislation provides for the Authority to establish and administer a system of investigation of complaints relating to the provision of property services by **PSPs**. This new complaints and redress system provides for a range of sanctions which may be imposed on **PSPs** who engage in "improper conduct".

“Improper Conduct” means the commission by a **PSP** of

- an act which renders him no longer a fit and proper person to provide a property service,
- a contravention of specific provisions of the legislation, or
- a contravention of the provisions of regulations made under the legislation.

The main functions of the Property Services Regulatory Authority are as follows:

- To operate a comprehensive licensing system covering all providers of property services (i.e. Auctioneers/Estate Agents, Letting Agents and Management Agents);
- To establish and administer a system of investigation and adjudication of complaints relating to the provision of property services by PSPs;
- To bring prosecutions against persons providing property services without a licence;
- To set and enforce qualification standards (e.g. education and training standards) and other requirements (e.g. the nature and minimum levels of professional indemnity insurance);
- To set and enforce standards to be observed in the provision of property services by licensees;
- To establish, maintain and administer the Property Services Compensation Fund from which compensation may be paid to parties who lose money as a direct consequence of the dishonesty of a **PSP**;
- To develop and promote the development of codes of practice;
- To establish and maintain a Register of licensed **PSPs**;
- To promote public awareness and disseminate information in respect of property services.

## The Licensing Function

### *Application for a Licence*

Under the new legislation any person wishing to obtain a licence to practice as a **PSP** must apply to the Authority for a licence and must satisfy it that he is a fit and proper person to hold a licence. Applicants will be required to furnish the following:

- such references as to character and competence as the Authority may require;

- certification by a suitably qualified accountant that proper financial systems and control systems are in place for the protection of clients' money;
- evidence of the availability to the applicant of the required level of professional indemnity insurance;
- tax clearance certificate;
- where the applicant is a company, a Certificate of Incorporation under the Companies Acts;
- where the applicant is using a trade name, a certificate of registration under the Registration of Business Names Act 1963;
- the prescribed fee;
- the prescribed contribution to the Property Services Compensation Fund.

## The Investigation and Complaints Adjudication Function

### *Investigations*

The legislation provides for the Authority to investigate complaints made against **PSPs**. Any person, including bodies such as Owners' Management Companies (**OMCs**), may make a complaint, in writing, to the Authority against a **PSP** in relation to the provision of a property service or the conduct of the **PSP** in the course of providing that service. The Authority is required to investigate all complaints unless it is satisfied that

- it is not made in good faith;
- is frivolous or vexatious or without substance or foundation;
- or is likely to be resolved by mediation or other informal means between the parties.

In addition the Authority may, of its own initiative, carry out investigations as it thinks fit to identify any improper conduct.

For the purposes of such an investigation the Authority must appoint an Inspector to carry out the investigation and to submit an investigation report to the Authority. The Inspector is given extensive powers under the new legislation and, for the purpose of the investigation, may:

- require any person who, in its opinion, is in possession of, controls or can procure, information, records, books of accounts or other documents, relevant to the investigation to supply it him within a specified period;
- where appropriate, require the person to attend before it for the purpose of the investigation.

- enter, inspect, examine and search any place at which any activity in connection with the provision of a property service is being carried on;
- make such examination and inquiry as may be necessary to establish whether the relevant legislative provisions are being complied with;
- require the production (and where necessary obtain copies) of any records, books or accounts or any other documents or information necessary to the investigation;
- require any person to afford him such facilities and assistance as are reasonably necessary to enable him to exercise his statutory powers;
- require a **PSP**, or any employee or agent of such **PSP**, to authorize him to inspect any account opened by the **PSP** in any bank, and to obtain from that bank copies of any documents relating to such an account.
- require any person by or on whose behalf data equipment is or has been used in connection with the Property Services activity to afford him all reasonable assistance in respect of its use,
- be accompanied by a member of the Garda Síochána if he has reasonable cause to fear any any serious obstruction in the performance of any of his functions.

An Inspector shall not, other than with the consent of the occupier, enter a private dwelling unless he has obtained a warrant from a Judge of the District Court.

### *Complaints Adjudication*

On completion of the investigation the Inspector submits his investigation report to the Authority for adjudication. The Authority, if satisfied on reasonable grounds, following consideration of the Inspector’s report, that the **PSP** has engaged in “improper conduct” may impose a “minor” or “major” sanction. Under the new legislation a “minor sanction” is defined as any or a combination of the following:

- the issue of a reprimand, warning, caution or advice to the **PSP**,

and a “major sanction” means:

- revocation of the **PSP**’s licence,
- suspension for a specified period of the **PSP**’s licence,
- a direction to the **PSP** to pay a specified sum, not exceeding €50,000, into the Property Services Compensation Fund,
- a direction to the **PSP** to pay a specified sum to the Authority (subject to a maximum of €50,000) towards the cost of the investigation,

- a direction to the **PSP** to pay a specified sum, not exceeding €250,000 to the Authority by way of a financial penalty, or
- any combination of any of the foregoing.

Any person aggrieved by the decision of the Authority to impose a “major sanction” may appeal the decision to the High Court. The Court may confirm the Authority’s decision, replace the decision with another decision imposing a different major sanction or a minor sanction or imposing no sanction. Where the Authority’s decision is not appealed the Authority must apply to the High Court to have its decision confirmed.

Any person aggrieved by the decision of the Authority to:

- refuse to carry out an investigation of a complaint,
- dismiss a complaint, or
- impose a “minor sanction”

may appeal to the Property Services Appeal Board. The Appeal Board is also established under the legislation and is independent of the Authority in the performance of its functions. A decision by the Appeal Board may be appealed to the High Court on any question of law.

### *Sanctions for Failure to Co-operate with Investigation*

A person who:

- withholds, destroys, conceals or refuses to furnish any information or thing required by the Inspector for the purposes of an investigation; or
- fails or refuses to comply with any requirement of the inspector; or
- otherwise obstructs or hinders an Inspector in the performance of his duties

is guilty of an offence and liable

- ♦ on summary conviction to a fine not exceeding €5,000 or imprisonment for a term not exceeding 12 months or both, or
- ♦ on conviction on indictment, to a fine not exceeding €50,000 or imprisonment for a term not exceeding 5 years or both.

The legislation provides that complaints may be resolved by mediation or other informal means between the parties. In this regard it should be noted that the professional bodies which represent PSPs also have complaints and redress systems through which a client may wish to pursue a complaint against a **PSP**.

FOR FURTHER INFORMATION ON **PROFESSIONAL BODIES**  
SEE

**Irish Auctioneers and Valuers Institute [www.iavi.ie](http://www.iavi.ie)**

**Institute of Professional Auctioneers and Valuers [www.ipav.ie](http://www.ipav.ie)**

**Irish Property and Facility Management Association [www.ipfma.com](http://www.ipfma.com)**

**Society of Chartered Surveyors [www.scs.ie](http://www.scs.ie)**

## **Consumer Protection and Public Awareness**

The Authority is required to promote quality service among **PSPs**, promote consumer interests and increase transparency. The new legislation requires the Authority to establish minimum qualifications which applicants for licences must satisfy before being granted a licence. In addition the Authority will promote continuous professional development which will require licence holders to demonstrate that their principals and staff keep abreast of all relevant legislation and practice.

**A Code of Practice for Auctioneers and Estate Agents has been introduced** which identifies the key principles and values that should guide the day to day practices of Auctioneers/Estate Agents and sets out the minimum standard of conduct to be expected of service providers. It requires of them not only recognition of their responsibilities to their clients (the sellers) but also their responsibilities to customers (the buyers) and fellow professionals. (see [www.npsra.ie](http://www.npsra.ie) )

**In the interests of protecting sellers**, Auctioneers/Estate Agents are required, under the Code, to provide a detailed written “Services Agreement” which includes:

- details of the services which are to be provided;
- a clear indication of the level of fees and costs payable;
- a statement of the circumstances under which fees and costs are payable and
- the duration of the contract.

Under the new legislation this Services Agreement is being put on a statutory footing and all **PSPs** will be required to include at least the following in their agreements:

- (a) the name, registration number, business address and other business contact details of the **PSP**,
- (b) any business name of the **PSP**,
- (c) details of the property services to be provided by the **PSP**,
- (d) particulars of the subject matter of the agreement (including the folio number of the land, if appropriate),
- (e) the amount or the rate, as the case may be, of any commission or other fee payable by the client under the agreement and the circumstances under which the commission or fee, as the case may be, becomes payable,
- (f) particulars of the rate of value added tax payable,
- (g) the period during which the rights or obligations of the client or **PSP** are to have effect under the agreement,
- (h) the length of notice to be given in the event of the termination of the agreement by the client or **PSP**, and the consequences,
- (i) a statement of the obligation (if any) on the **PSP**, pursuant to section 57 of the Criminal Justice Act 1994, to report in relation to money laundering,
- (j) affirmation that no conflict of interest exists which would prevent the **PSP** providing the property service,
- (k) details of the professional indemnity insurance of the **PSP**,
- (l) details of the records to be kept by the **PSP** in respect of the provision of the property service,
- (m) the name and address of the bank in which the **PSP's** client accounts are kept,
- (n) details on the deposit of moneys paid to the **PSP** by the client and the application of any interest earned thereon, and
- (o) complaints and redress procedures put in place by the **PSP**.

**In the interests of protecting buyers** Auctioneers/Estate Agents are required, under the Code, to provide specific information to the buyer including the terms of sale and the precise details of what is being offered for sale (e.g. the area of the property and the site). The **PSP** is required to make available to buyers or potential buyers the following information, where supplied to the **PSP** by his client for the purpose of the sale

- terms of sale, detailing precisely what is being offered for sale including, but not limited to, the area of the property and the site,

- architects' plans or scale drawings and any supplementary plans including electrical and plumbing plans,
- details of known structural alterations,
- details of insurance claims on the property, made by the client, arising out of structural damage.
- copies of guarantees/warranties relating to the property being sold (to be provided only to a customer),
- details of any protected building status,
- details on the energy rating of the property.

The Code also requires that **PSPs**, unless instructed otherwise by the seller, treat all potential buyers equally in terms of disclosing or otherwise to the seller the specific level of, and/or conditions attaching to, counter offers received for the property.

**In the interests of promoting transparency** the Authority maintains a Register of Licence Holders, by trade name and business address, which is available on the Authority's website [www.npsra.ie](http://www.npsra.ie). The Register also includes details of all those who have voluntarily signed-up to the Code. On the introduction of the new licensing system each licence holder will be given a distinctive registration number, which they will be required to publish in all advertisements, sales brochures and stationery, in their offices and on signs erected outside properties.

In addition the legislation includes what is generally referred to as "a whistleblower" provision for the protection of employees. The new legislation specifically prohibits a **PSP** from penalizing any employee who informs the Authority that he is of the opinion that the **PSP** has or is engaged in improper conduct. Where a **PSP** penalises an employee in contravention of the new legislation he will be liable a fine of up to €50,000 and/or 3 years imprisonment.

The new legislation also requires that, where land is offered for sale by auction, the seller shall not bid, or employ a person to bid, on the property. It also requires that full records of all property transactions, which may be inspected by the Authority, be maintained.

This consumer guide is aimed at promoting consumer awareness and sets out in Parts II and III the process involved in property transactions together with the nature and levels of services which are provided by PSPs.





## Part II

### Steps in Purchasing Property

- Introduction
- Making an Offer and Paying a Deposit
- Arranging Survey of the Property
- Finance
- Credit Rating
- Legal Work
- Registration of Title





# Steps in Purchasing Property

## Introduction

Before dealing with the roles and responsibilities of Property Services Providers (**PSPs**) and their relationships with their clients and customers we would first like to give consumers an overview of the process involved in the purchase or sale of a property and also to direct attention to other sources of useful information which may be of assistance to them in this regard.

The purchase or sale of property involves a number of steps and on some of these professional advice and assistance will be necessary. When buying or selling property it will always be necessary to deal with legal issues and, in practice then, it will always be necessary to engage a solicitor.

## Making an Offer and Paying a Deposit

Where the property is being sold by private treaty (i.e. not at an auction) through a **PSP**, offers from prospective buyers will be put to the seller. If the seller does not accept the first offer put to him the buyer can decide to make an increased offer. Where a buyer makes an offer which is acceptable to the seller it is normally made “subject to contract”. It may also be appropriate, in certain circumstances, to make the offer “subject to loan” or “subject to survey”. This means that the buyer will not be committed to the purchase before finding out more about the state of the property.

Once a buyer has made an offer, which is acceptable to the seller, the buyer will generally be required to pay a deposit as an indication of his serious intention to purchase the property. However, payment of a deposit, which is made “subject to contract”, does not create any contractual obligations - this only happens when a deposit is paid at an auction and contracts are exchanged and signed - (see Part III - Paying Deposits - Gazumping/Gazundering). The buyer should at that stage request that a copy of the “Contract of Sale” be sent by the seller’s solicitor to his solicitor and both he and his solicitor should examine it very carefully.

Now that the deposit has been paid the buyer should attend quickly to the other matters which are essential before the “Contract of Sale” can be signed. In particular the buyer should have arrangements in place for the following:

- Structural Survey
- Finance
- Legal Work

From the buyer’s point of view, the sooner he signs the contract, the less opportunity there is for the seller to accept an offer from another person. However, this is a binding legal document, which may have long term implications, so the buyer should take advice and give it very careful consideration before signing. The buyer should ensure that he allows adequate time to consult a surveyor and a solicitor so that he can make an informed decision.

If a buyer wishes to secure his chosen property it is important that he move quickly on the arrangements for the structural inspection and the loan and legal requirements.

While it is important to move quickly it is also important to move cautiously.

## Arranging a Survey of the Property

If purchasing a new property it will be necessary for the buyer to deal with the builder on property details, extras, and arranging for a qualified Architect, Civil Engineer or Building Surveyor to do periodic inspections and prepare a “snag list”. If purchasing a second-hand property it is advisable for the buyer to have a structural survey carried out by a qualified Architect, Civil Engineer or Building Surveyor. Either way it is vitally important that this work be carried out before signing any contracts.

It is normal for the financial institution lending the money to the purchaser to have its own valuation of the property carried out before advancing a loan. However, this valuation is concerned with the market value of the property and not with its structure. It is important therefore that the buyer consider whether or not to have an independent survey carried out in addition to the valuation. Such a survey could identify any existing or potential problems.

A structural survey checks structural soundness, indicating visible quality defects and necessary repairs and may include:

- Foundations (to the extent possible without opening up);
- the condition of all structural timber, (i.e. floor joists, rafters);
- all load bearing walls and members;
- the outer skin of the building (which may be brick, stone, timber, fibro);
- plumbing and electrical wiring;
- kitchen and bathrooms.

Before engaging an Architect, Civil Engineer or Building Surveyor, the buyer should confirm exactly what the inspection entails and what further inspections, if any, may be required. The person should have the proper qualifications to enable him to identify any areas of concern.

**FOR FURTHER INFORMATION ON SURVEYS**

**SEE**

**The Royal Institute of Architects of Ireland [www.riai.ie](http://www.riai.ie)**

**Engineers Ireland [www.iei.ie](http://www.iei.ie)**

**The Society of Chartered Surveyors [www.scs.ie](http://www.scs.ie)**

## **Finance**

If, by this stage, a buyer has not already begun to arrange a mortgage; he should do so without further delay. A mortgage is a special type of long-term loan that is secured against a property. Generally the loan is secured against the property being bought so it is important for the buyer to understand that unless he is able to repay the mortgage he could end up losing his home to the financial institution who lent the money to him.

As previously mentioned the institution lending the money will have its own valuation of the property carried by a valuer and the buyer may have to pay for this valuation. The fee will be payable in advance, usually when the buyer sends a completed mortgage application form to the lender.

It should be noted that lending agencies may make it a condition of granting a loan that the buyer take out a mortgage protection insurance policy and fire and other risks insurance on the property. The lender may also request that specific

surveys be undertaken (e.g. plumbing, electrical, etc.) during the course of the loan application.

FOR FURTHER INFORMATION ON **MORTGAGES**

SEE

**The Financial Regulator [www.ifsra.ie](http://www.ifsra.ie)**

## **Credit Rating**

An important matter to have regard to when looking for a loan is ones **credit history**. Lenders will usually want to look at an applicant’s credit history so that they can see a pattern of borrowing and repayment in the past. When a person signs a mortgage or loan application he automatically gives the lender permission to send information about his repayments to a Credit Reference Agency (CRA) and to seek information about his credit history from a CRA.

In Ireland the CRA used most by lenders is the Irish Credit Bureau which holds an electronic database containing information on the performance of “credit agreements” between lenders (e.g. banks, building societies) and borrowers. A credit agreement can include a mortgage, car loan, personal loan, a leasing or hire purchase agreement or a credit card. Other data relating to individual loan accounts and judgments on mortgages is also kept by Experian Ireland.

Every person has a right to obtain from either the Irish Credit Bureau or Experian Ireland a full copy of any data which is held relating to their credit history.

FOR FURTHER INFORMATION ON **CREDIT HISTORY**

SEE

**Irish Credit Bureau [www.icb.ie](http://www.icb.ie)  
Experian Ireland [www.experian.ie](http://www.experian.ie)**

## Legal Work

It is important when engaging a solicitor to ensure that he is registered with the Law Society of Ireland. The solicitor will undertake all of the conveyancing work for the buyer including:

- Pre-contract matters – title enquiries and planning searches
- Exchange of contracts
- Drafting closing documentation
- Title searches
- Closing

### *The Contract of Sale*

The “Contract of Sale” specifies exactly what is being sold and the terms and conditions of the sale. This contract, once signed by both parties, binds the parties to the completion of the transaction. The completion date will be set out in the contract and the balance of the agreed purchase price will be due on that date. Where a property is being sold at auction the “Contract of Sale”, which is normally drawn up by the seller’s solicitor, must be prepared and available for inspection before offering the property for sale. Where a property is being sold by private treaty the seller is under no obligation to draw up a draft contract beforehand but neither he nor the buyer is bound to sell/buy until a contract is signed. That is why a deposit paid beforehand does not oblige either party to buy or sell (see Part III - Paying Deposits - “Gazumping”/“Gazundering”).

### *Enquiries to be made by solicitor*

However, before the contract is signed, the buyer’s solicitor will make certain enquiries which include planning searches and enquiries from the sellers in relation to the ownership of the property.

### *Exchange of Contracts*

The final contract will be signed when the buyer’s solicitor is satisfied with the response to the pre-contract enquiries. Many contracts may be signed before a formal mortgage offer has been received and in such circumstances the contract will contain a special condition making it “subject to formal loan or mortgage approval” being obtained by the buyer within a specified period.

When all the reports are in order and the loan is formally approved, solicitors for both the buyer and the seller will organise the exchange of contracts. The contract is prepared in duplicate by the seller’s solicitor and the original is

forwarded to the seller for signature. The copy is forwarded to the buyer's solicitor for approval and then signed by the buyer. These signed contracts are then exchanged.

Once the contracts have been exchanged most enquiries are raised by way of "Requisitions on Title" which is a set of questions which the buyer's solicitor puts to the seller, or his solicitor, seeking additional information about the title of the property. The raising of questions on title and awaiting responses can be both complex and time consuming and is often the main reason for delay between the time of signing the contract and completion. However, "Requisitions on Title" are very important, as they occasionally highlight problem areas that need to be addressed before completing the purchase of the property.

### *Completion*

Completion of the purchase usually takes place about four weeks after exchange of contracts, although this can vary. Once the Deed of Conveyance is approved by the seller's solicitor, the buyer's lending institution will be contacted by the buyer's solicitor to issue the approved loan cheque, the remaining balance of the purchase price is paid to the seller's solicitor and all documentation, and keys to the premises are handed over to the buyer's solicitor. On the day agreed for completion:-

- the mortgage lender releases the money
- the deeds to the property are handed over to the buyer's solicitor
- the seller must hand over the keys and leave the property by an agreed time.

On the date of closing the sale the buyer's solicitor will make arrangements for searches to be made against the seller to ensure that there are no judgements registered against him (e.g. bankruptcy or sheriffs' searches). The buyer's solicitor will also obtain an up-to-date copy of the Land Registry folio (if the property is registered in the Land Registry) or conduct a search of the records in the Registry of Deeds to ensure that there is nothing adverse attaching to the property.

### *Post Completion*

Once a sale is completed, the buyer's deeds, showing the new ownership details and mortgage details, if relevant, must be registered with either the Registry of Deeds or the Land Registry. Before this can happen, the deeds must be presented to the Revenue Commissioners who will determine how much, if any, stamp duty is due. Stamp duty is a Government tax payable by a person when

purchasing property. The amount of duty payable is determined by the value of the property and the status (i.e. owner occupier, first-time buyer or investor) of the buyer. The amount is paid to the Revenue Commissioners who place a stamp on the deeds. Without this stamp, the deeds cannot be registered.

FOR FURTHER INFORMATION ON **ENGAGING A SOLICITOR**  
SEE

**The Law Society of Ireland** [www.lawsociety.ie](http://www.lawsociety.ie)

FOR FURTHER INFORMATION ON **STAMP DUTY**  
SEE

**The Revenue Commissioners** [www.revenue.ie](http://www.revenue.ie)

## Registration of Title

Registration of ownership of property confirms the owner's rights to that property and the ability to demonstrate good title to the property also facilitates the sale of the property and allows the owner to use the asset to gain access to borrowing.

The **Property Registration Authority** is the registering authority in relation to property registration in Ireland. The Authority was established, on 4 November, 2006, under the Registration of Deeds and Title Act 2006 and is independent in the performance of its functions. The main functions of the Authority are to manage and control the Registry of Deeds (founded in 1707) and the Land Registry (founded in 1891).

The Land Registry and Registry of Deeds systems are mutually exclusive in the sense that in a particular transaction relating to land the title will be either:

- **“registered”** (i.e. the title has been registered in the Land Registry and so the Registry of Deeds system is irrelevant), or
- **“unregistered”** (i.e. the title is not yet registered in the Land Registry and so the Registry of Deeds system may apply).

FOR FURTHER INFORMATION ON **REGISTRATION OF PROPERTY**  
SEE

**The Property Registration Authority** [www.prai.ie](http://www.prai.ie)



# Part III

## Property Services Providers

(Auctioneers/Estate Agents, Letting Agents and Management Agents)

- Introduction
- Auctioneer/Estate Agents
- Letting Agents
- Management Agents





# Property Services Providers

## Introduction

The **Property Services (Regulation) Bill 2009** provides for the licensing and regulation of **PSPs** such as Auctioneers/Estate Agents, Letting Agents and Management Agents. The legislation provides that the Authority may issue a licence to:

- **Auctioneers/Estate Agents** to:
  - ♦ Sell by auction or under auction conditions (i.e. following withdrawal at auction) of all types of personal property (i.e. property other than land and/or buildings);
  - ♦ Sell or buy, by whatever means, any estate or interest in land and/or buildings wherever situated;

Auctioneers/Estate Agents may also provide valuations of property for the purpose of sale, purchase, letting, mortgage, taxation, etc. They may also act as arbitrators and expert valuers for rent review purposes and represent either landlords or tenants in rent reviews or in relation to lease renewals under landlord and tenant legislation.

- **Lettings Agents** to:
  - ♦ Let any estate or interest in land and/or buildings wherever situated;
- **Management Agents** to:
  - ♦ Provide services in respect of the management of an apartment complex, housing estate or other estate containing housing, on behalf of a Management Body. This includes the provision of administrative services and the procurement of the maintenance, servicing, repair, improvement or insurance of the development or any part of the development.

## Auctioneers/Estate Agents

### *Relationship between Auctioneer/Estate Agent, Seller and Buyer*

It is open to any person either buying or selling property to engage an Auctioneer/Estate Agent to act as their agent in the sale or purchase of the property. While **it is not the norm** for people buying property to engage an Auctioneer/Estate **the majority** of people do employ Auctioneers/Estate Agents to sell their property.

Where an Auctioneer/Estate Agent is engaged by a seller to sell property there is often considerable confusion as to the relationship between the Auctioneer/Estate Agent and the buyer, with the buyer often believing that the Auctioneer/Estate Agent is acting on his behalf. A buyer should always remember that where an Auctioneer/Estate Agent is contracted by the seller to sell the property and the Auctioneer/Estate Agent has no contractual relationship with the buyer.

A buyer must, at all times, be conscious that the Auctioneer/Estate Agent is selling the property for the seller and is acting in the seller's interest. He is not acting on behalf of the buyer.

A Code of Practice for Auctioneers/Estate Agents has been introduced which sets out the minimum standard of professional conduct to be expected of Auctioneers/Estate Agents in the provision of property services. (The Code may be viewed on the Authority's website [www.npsra.ie](http://www.npsra.ie)). In so far as an Auctioneer's/Estate Agent's duty to their client (the seller) is concerned the Code provides that the Auctioneer/Estate Agent acts in the best interest of the seller and with integrity and fairness to others.

The Code requires that before engaging in the provision of services the Auctioneer/Estate Agent must issue a written confirmation of the "Agency Agreement" to the seller, which is fair and reasonable, and which includes the following:

- The name, trade name, address and contact details of the Auctioneer/Estate Agent;
- The Licence number of the Auctioneer/Estate Agent as issued by the Authority;

- The address/description and title (freehold, leasehold etc), if known, of the property being offered for sale;
- The Advised Value;
- The amount of fee or commission payable. (If expressed in percentage terms, the cash equivalent, based on the Advised Value, with details of VAT and a statement of the circumstances under which a fee becomes payable);
- The amount (VAT - inclusive figures, as appropriate) of any promotional budgets detailing all outlays (signage, travel, brochure etc.) including a provision that any additional expenditure must be agreed in advance and confirmed in writing to the seller by the Auctioneer/Estate Agent;
- A clear indication as to whether the agreement is for a sole agency, sole selling rights, joint agency, or multiple agency, and the implications of same;
- A clear indication of the duration of the agreement and length of notice to be given in the event of its termination by the seller or the Auctioneer/Estate Agent;
- A clear indication of the consequences of terminating the agreement (e.g. the circumstances under which fees will be payable to the Auctioneer/ Estate Agent on termination of the agreement should be clearly stated);
- The identity of the seller's solicitor, and advice to the seller to instruct his solicitor immediately;
- Notification of the obligation on the Auctioneer/Estate Agent to make enquiries under money-laundering legislation;
- A schedule of contents, fixtures and fittings to be included in the sale;
- Where applicable, a statement of intent to offer financial products to the buyer (e.g. mortgage broker services);
- An affirmation that no conflict of interest exists that prevents the Auctioneer/Estate Agent accepting the agreement;
- Details of the Auctioneer's/Estate Agent's internal complaints and redress procedures and those of any professional body of which the Auctioneer/ Estate Agent is a member;
- A statement informing the seller of his right to seek independent advice before entering into the agreement;
- A clause that the service to be provided is in strict conformity with the agreement;
- Information about how to obtain a copy of the Code of Practice and the seller's right to complain to the Disciplinary Board.

In dealing with any buyer the Code requires that the Auctioneer/Estate Agent must provide the following information to the buyer, where supplied to him by the seller:

- The terms of sale, detailing precisely what is being offered for sale including, but not limited to, the area of the property and the site;
- Architects' plans or scale drawings and any supplementary plans including electrical and plumbing plans;
- Details of known structural alterations;
- Details of insurance claims on the property, made by the seller, arising out of structural damage;
- Copies of guarantees/warranties relating to the property being sold;
- Details of any protected building status;
- Details of the property's energy rating where appropriate.

In this regard a buyer should be aware that the seller is usually under no obligation to disclose defects either to the Auctioneer/Estate Agent or the buyer.

Where the property being offered for sale is part of a Multi-Unit Development, managed by an Owner Management Company (*OMC*) or a Management Agent engaged by the company, the Auctioneer/Estate Agent must inform the buyer that:-

- the development is managed by a Management Company and give the name and contact details of the company,
- as an owner of such property he will become a member of the Management Company (See Part III - Management Company (OMC)),
- he will be required to pay an annual 'service charge' for the maintenance and upkeep of the common areas in the Multi-Unit Development and the level of such charge,
- the service charge may increase following the expiration of any warranties and
- he may have to pay into a Building Investment Fund (also referred to as a "sinking fund") to cover future major maintenance and repairs to the common areas of the Multi-Unit Development.

### *Ways of Selling/Purchasing Property*

A licensed Auctioneer/Estate Agent may buy and sell any interest in land and or buildings by Private Treaty, Auction or Tender and sell personal property (i.e. private property other than land) by Auction. However, private residential property is rarely sold by tender.

## *Auction*

An auction is the process of selling property in public to the highest bidder and all types of personal property such as antiques, fine arts, farm machinery, livestock, residential/commercial property, land, etc., are sold in this way. All auctions must, except in very limited and specific instances, be conducted by a licensed Auctioneer/Estate Agent who is employed by the seller to auction the property.

In advance of the auction, the Auctioneer/Estate Agent conducts inspections of the property. The viewing times are specified, giving everyone equal opportunity to inspect the property.

Most auctions for the sale of property are subject to a reserve price. A reserve price is the lowest amount the seller is prepared to accept for the property. The Auctioneer/Estate Agent, who is engaged to conduct the auction, is not obliged to accept the highest bid if it is below the reserve price, or to accept any bid until “the fall of the hammer”.

If a bid is accepted, contracts are exchanged on the spot. The successful bidder will be required to pay the deposit (usually 10% of the purchase price) immediately on signing the contracts. These monies are usually handed over to the seller’s solicitor or on occasion to the Auctioneer/Estate Agent.

The Sales of Goods Act, 1893 provides that:

*“A sale by auction is complete when the Auctioneer announces its completion by the fall of the hammer, or other customary manner. Until such announcement is made any bidder may retract his bid.”*

When property is sold by auction a contract comes into being when “the hammer falls”. A written memorandum of the sale signed by the buyer, or someone authorised to sign on his behalf, makes the contract enforceable. The Auctioneer has authority to sign the memorandum on behalf of both the seller and buyer and the Courts have held that such authority is irrevocable.

If the highest bid is not accepted then the property is withdrawn. The property may subsequently be sold by private treaty. If the reserve price is not reached, but the seller still wants to sell the property, the highest bidder usually has the first opportunity to negotiate with the seller through the Auctioneer/Estate Agent. This is not a legal right but a custom and, if granted, is for a limited period.

On exchange of contracts the successful bidder is legally bound to buy the property. Consequently, any person wishing to purchase at auction must have their finance formally approved and clearly understand any conditions imposed by the lending body, before attending the auction.

When buying property, such as land or residential/commercial property, at auction there are a number of matters which a prospective buyer should address in advance of the Auction. He should:

- Obtain a copy of the contract and have his solicitor or legal representative check the terms and conditions and make sure he understands exactly what is included in the sale;
- Have a pre-purchase property inspection;
- Consider having a valuation done on the property if he is unsure of an appropriate price for the property.

#### At Auction

A buyer should be conscious of his finance limit at all times. If he goes above his limit he may find himself with a legal duty to buy but without the means to do so. This could have serious legal and financial consequences.

A buyer should remain calm and bid only FOR the property not AGAINST another bidder.

Be aware that, under the Auctioneers and House Agents Acts, the seller has the right to bid, or to have bids made on his behalf up to the reserve price.

However, this practice is made illegal under the new Property Services (Regulation) Bill 2009.

#### *Private Treaty*

All types of property including residential/commercial property, land, etc. may be sold by Auction. However, in so far as residential property is concerned it is the norm for it to be sold by Private Treaty. Private Treaty sales include either:

- Buying directly from the seller; or
- Buying through a licensed Auctioneer/Estate Agent.

The former is known as a “private sale” because the seller does not engage an Auctioneer/Estate Agent. Instead, the seller negotiates directly with potential buyers. Where the property is being sold through an Auctioneer/Estate Agent it is worth repeating that it is important for the buyer to understand that the Auctioneer/Estate Agent is acting for the person selling the property and not for the buyer. Remember that the owner or his Auctioneer/Estate Agent is trying to ‘sell’ the property and will therefore emphasise its benefits; he is not obliged to point out faults.

**DO NOT** become rushed, pushed or persuaded by either the seller or his PSP. A buyer should take time, ask questions and, if he considers it necessary he should not hesitate to ask to look at the property for a second or third time.

### *“Caveat Emptor” – Buyer Beware*

A term, which is often heard in connection with the purchase or sale of property, is “Caveat Emptor”. It is a Latin term meaning, "let the buyer beware." It is a legal maxim stating that the buyer takes the risk regarding the quality or condition of the property purchased, unless protected by warranty (i.e. he has a separate guarantee that the property is free from defects). This puts the burden onto the buyer to be satisfied as to the suitability and condition of the property before purchasing. Consequently, the buyer should make sure to carefully inspect the property, or engage a professional to do it on his behalf, and satisfy himself as to its suitability before entering a contract. The buyer is responsible for finding out the condition of the property and should use a competent professional to undertake the necessary surveys. Any matters affecting the legal title to the property should be undertaken by a solicitor.

A buyer should be aware that the seller is usually under no obligation to disclose defects. However, if asked, he may not deny a known defect or lie about it. The Buyer should question the seller, or his Auctioneer/Estate Agent, about defects before deciding on a property. If the Auctioneer/Estate Agent does not have the necessary information the buyer should make sure to ask him to obtain it from the seller.

As the seller is under no obligation to disclose defects in the property, the buyer should, through legal requisitions and surveys, establish what defects, if any, exist before finalizing the purchase of the property.

### *Paying Deposits – “Gazumping”/“Gazundering”*

The question of the “gazumping” of buyers by sellers or the “gazundering” of sellers by buyers often gives rise to expressions of public disquiet.

“Gazumping” occurs where there has been an oral pre-contract agreement between a buyer and a seller, including the payment of an initial “booking deposit”, for the sale of property at a particular price and, subsequently, the **seller** either

- refuses to execute a formal contract of sale to the buyer in question and sells to someone else for a higher price, or
- refuses to execute a formal contract of sale to the buyer in question unless the buyer agrees to pay a higher price.

“Gazundering” occurs where there has been an oral pre-contract agreement between a buyer and a seller, including the payment of an initial “booking deposit”, for the sale of property at a particular price and, subsequently, the **buyer** refuses to execute a formal contract of sale and revises his original offer downwards.

“Gazumping” and “Gazundering” are market-driven phenomena. “Gazumping” typically occurs in a “seller’s market” where house prices are rising rapidly. In particular, sellers, knowing that buyers are extremely anxious to secure a house before prices rise further, can put pressure on buyers to increase their offer above the agreed amount. “Gazundering”, on the other hand, happens in a “buyer’s market” where a buyer becomes aware of a general lack of interest in the property and decides that the original offer is too high given the prevailing market conditions. Where such practices are perceived as commonplace public disquiet often gives rise to calls for “booking deposits” to be equated with an option to purchase the property.

There is a general lack of understanding as to the legal effect of paying “booking deposits” on property, outside of an auction situation. In general “booking deposits” are made against a specified price and accepted on the basis, expressed in writing by the seller at the time, that the sale of the property is “subject to contract”.

While the law on contracts for the sale of land and/or buildings is complex it is for the most part well established and indeed the Law Reform Commission “Report on Gazumping” gives a very detailed account of the law in this area.

Consequently, it is not proposed to go into the detail of the law in this guide but to simply address certain issues which might help place the problems and misconceptions associated with “booking deposits” in context.

A central element of the law is *Section 2* of the Statute of Frauds (Ireland) Act, 1695. *Section 2* governs contracts for the sale of land and/or buildings and provides that, even if there is a concluded oral agreement, it will not be enforceable unless the provisions of the section are satisfied. *Section 2* effectively provides two ways in which an enforceable contract for the sale of land and/or buildings can come into being: either the agreement itself is in writing, or there is an oral agreement of which there is “a written memorandum or note”. This means that an oral contract for the sale of land can be enforced provided the person seeking to enforce it can produce appropriate evidence in the form of “a written memorandum or note”. It is possible therefore that a very informal document, which was not intended to have any legal effect, may constitute evidence of an oral agreement and render it enforceable. As this can have significant implications, legal advisers for the parties concerned will be anxious to avoid “accidentally” creating “a memorandum” which may inadvertently bind their client in circumstance which may not be in their client’s best interests.

There are dangers associated with committing to an enforceable agreement without a formal contract, particularly for the buyer. The buyer runs the risk of finding himself bound to buy a property which has problems that were not apparent at the time of agreeing to the purchase and the payment of a deposit. For example, the buyer may not, at the time of agreeing to purchase the property and paying the deposit, have secured the necessary finance and it is most unlikely that he will have had the necessary professional surveys carried out to ensure that there are no structural defects before being legally bound.

At the stage where “booking deposits” are taken, no contracts are signed by either party. However, some written record of the agreement usually exists, for example a receipt for the booking deposit, and legal advisers for the parties will endeavour to ensure that such written record does not constitute “a memorandum” which satisfies *Section 2* of the 1695 Act. In order to avoid creating “a memorandum”, a denial that any contract exists is invariably inserted into any written document or note. That is usually done by heading the document “subject to contract,” or “subject to contract/contract denied” or similar meaning words. This means that, even where there is a concluded oral agreement, without “a memorandum” that oral agreement is not enforceable.

While there have been cases where the Courts have held that the use of the words “subject to contract”, or similar meaning words, did not prevent the creation of “a memorandum” and that the agreement was therefore enforceable, such cases have been few and are regarded as exceptional. **The traditional view, and that which is strongly supported by case law, is that a written note such as “subject to contract”, which denies the existence of a contract, cannot constitute a memorandum for the purposes of the Statute of Frauds.** This phrase means that no agreement has been concluded since the parties have agreed that they will not be bound in the absence of a formal contract, and, as a result, any note which is headed with the phrase cannot constitute “a memorandum”.

It is important for a buyer to remember that neither “Gazumping” nor “Gazundering” is illegal and such practices arise from the fact that legally binding contracts are not entered into by the parties at the time the price is agreed and a “booking deposit” is paid. During this pre-contract period, the seller may, in a “seller’s market”, try to exploit the buyer by threatening to withdraw from the deal unless an increased price is paid or the buyer may, in a “buyer’s market”, try to exploit the seller by threatening to withdraw from the deal unless the seller lowers the price.

As distinct from buying at Auction it is important to understand that, in a “Private Treaty” sale, the payment of an initial “booking deposit”, of usually 5% of the price, is no more than an indication of the seller’s and buyer’s good faith in entering into negotiations for the sale/purchase of the property.

Payment of a “booking deposit” in that situation neither obliges nor entitles the buyer to complete the purchase nor does it impose any such obligations on the seller. The seller, in other words, remains free to sell to somebody else as no contract has been signed.

No legal obligations are created on either side solely as a result of a “booking deposit” having been paid.  
The buyer is of course normally entitled to get back the deposit.

FOR FURTHER INFORMATION ON GAZUMPING/GAZUNDERING  
SEE

**The Law Reform Commission of Ireland** [www.lawreform.ie](http://www.lawreform.ie)

# Letting Agents

## *Relationship between Letting Agent, Landlord and Tenant*

As with the relationship between an Auctioneer/Estate Agent and the seller of a property, to which we have already referred, it is important to understand that a Letting Agent is contracted by the landlord to let property and consequently, as the landlord’s agent, he must act in the landlord’s interests at all times. The Letting Agent may be the person with whom the tenant has most regular contact. However, the tenant should always be conscious of the fact that the letting agreement is between him and the landlord and not between him and the Letting Agent. In this context it is of particular importance to be aware that this relationship is governed by statute, namely, the Landlord and Tenant Acts 1967 to 1994 and the Residential Tenancies Act 2004 (the 2004 Act applies to mainstream private rented housing only). This legislation sets out the statutory rights and obligations of both landlords and tenants. Briefly these are as follows:

### **Statutory Rights and Obligations of Landlords**

<b>Rights</b>
Right to set a rent (the rent cannot be more than the current market rate).
Right to receive the correct rent on the date it is due.
Right to receive any charges associated with the property (this means taxes and duties or payments).
Right to review the rent annually.
Right to terminate a tenancy without giving a reason during the first six months.
Right to be informed who is ordinarily living in the property (this does not include overnight visitors or short stays).
Right to decide whether to allow the tenant to sub-let or assign a tenancy.
Right to be given reasonable access to the property to carry out repairs.
Right to be informed of any repairs needed.
Right to refer disputes to the Private Residential Tenancies Board (PRTB) if the tenancy is registered with them.

### Obligations

Required to register the tenancy with the PRTB.

Required to provide tenant with a Rent-Book or statement of rents paid.

Required to make sure that property meets certain minimum requirements

Required to repair and maintain the interior of the property to the standard it was in at the start of the tenancy.

Required to repair and maintain the structure of the property.

Required to reimburse tenants for any repairs they carry out which are the landlords responsibility.

Required to insure the property (if it is impossible to get insurance, or if the cost is unreasonable this obligation doesn't apply).

Required to provide the tenant with information about any agents authorised to deal on your behalf (e.g. management companies, agencies, personal representatives).

Required to ensure the tenant knows how to contact the landlord or his agent.

Required to give tenants 28 days notice of a rent review.

Required to provide tenants with a valid written notice of termination of tenancy

Required to return deposits to the tenant (unless the tenant has not paid the rent or has damaged the dwelling).

### Statutory Rights and Obligations of Tenants

#### Rights

Right to security of tenure in four-year cycles under Part 4 of the Residential Tenancies Act 2004.

Right to quiet and exclusive enjoyment of the premises.

Right to certain minimum standards of accommodation.

Right to contact the landlord or their agent at any reasonable times.

Right to a Rent Book

Right to a certain amount of notice of termination of tenancy.

Right to have friends to stay overnight or for short periods, unless specifically forbidden in the tenancy agreement.

The landlord is only allowed to enter the premises with tenants permission, except in an emergency.

Right to reimbursement for any repairs that the tenant carries out that are the landlords' responsibility.

Right to a copy of PRTB Register entry relating to the tenancy.

You are entitled to refer any disputes to the Private Residential Tenancies Board (PRTB) without being penalised for doing so.

### Obligations

Required to pay the rent on time.

Required to keep the property in good order.

Required to inform the landlord if repairs are needed and give the landlord access to the property to carry out repairs.

Required to give the landlord access (by appointment) for routine inspections.

Required to inform the landlord of who is living in the property.

Required to avoid causing damage or nuisance.

Required to make sure that you do not cause the landlord to be in breach of the law.

Required to comply with any special terms in the tenancy agreement.

Required to give the landlord the information required to register with the PRTB and sign the registration form when asked to do so.

The Private Residential Tenancies Board, which was established under the 2004 Act, deals with disputes arising between landlords and tenants of dwellings to which the 2004 Act applies.

**FOR FURTHER INFORMATION ON LANDLORD AND  
TENANT DISPUTES**

**SEE**

**Private Residential Tenancies Board [www.prtb.ie](http://www.prtb.ie)**

# Management Agents

## Overview

Management Agents provide services in respect of the management of Multi-Unit Developments. However, before examining the role which Management Agents play in this regard it is important to first address certain issues which prospective buyers or owners of properties in such development need to consider.

Most Multi-Unit Developments share a high degree of interdependence in that they involve the sharing of many common facilities and amenities such as pipes, wires, cables electricity, gas, water, drainage and sewerage. They may also share such common areas as entrance halls, stairs, lifts, corridors, common passageways, footpaths, roads, open spaces and car parking facilities.

A “**Unit**” (e.g. self-contained flat/apartment) in a Multi-Unit Development is “self-contained” only in the sense that it is designed to provide all the accommodation and facilities needed for day-to-day living. However, as “**Unit Owners**” share many common areas and services there is interdependence between them which places an obligation on them to:

- pay for the maintenance of common areas;
- pay for common services;
- contribute to a Building Investment/Sinking Fund maintained to pay for capital expenses and larger, long-term, structural repairs (e.g. re-roofing, lift replacement).

Buyers or owners of units in a Multi-Unit Development should be aware of the following:

- When purchasing a property in a Multi-Unit Development the interest acquired in the property by the buyer is a “leasehold interest” and not a “freehold interest”.
- The owner of a unit in a Multi-Unit Development:-
  - ♦ is a member of the **Management Company** (referred to from here on as the **Owners’ Management Companies – OMC**) which ultimately assumes responsibility for the management of the Multi-Unit Development, and
  - ♦ assumes certain rights and responsibilities under the terms of the lease and by virtue of being a member of the **OMC**.

It is important for a buyer or owner of a unit in a Multi-Unit Development to understand the clear distinction which exists between the **OMC** and the **Management Agent**. The **OMC** is a company which is established for the management of a Multi-Unit Development. It is structured so that ultimately it is to be exclusively owned and controlled by all the owners of the units within that complex. The **Management Agent**, on the other hand, as the definition in the Property Services (Regulation) Bill 2009 makes clear, is a person or company, which may be engaged by the **OMC** to provide services in respect of the management of a Multi-Unit Development on behalf of the **OMC**. Typically a **Management Agent** will be involved in the management of several different estates or complexes on behalf of different **OMC**'s.

The Property Services (Regulation) Bill 2009 provides, for the first time, for the licensing of “persons who provide property management services” (i.e. Management Agents). Property management services are defined in the legislation as:

- services in respect of the management of a Multi-Unit Development carried out on behalf of a management body, including administrative services and the procurement of, or any combination of, the maintenance, servicing, repair, improvement or insurance of the development or any part of the development.

### *Owning a Property in a Multi-Unit Development*

While the steps involved in the purchase of a unit in a Multi-Unit Development are much the same as outlined in Part II of this guide there are a number of additional issues which a buyer of such a property must consider very carefully. It is the norm in Ireland when purchasing a house to acquire a “freehold interest” in it (i.e. the owner owns the building and the land on which it stands outright subject only to any mortgages, charges, easements, covenants etc. shown by the deeds). However, when purchasing a property in a Multi-Unit Development the interest acquired in the property is a “leasehold interest”.

When a Developer builds and markets a Multi-Unit Development, all that is put up for sale are the units themselves: not the common areas such as hallways, staircases, car parks, etc. These units are usually conveyed to the owner by way of long leases for a period of, say, 999 years. The lease will usually provide an entitlement for the buyer to possession of the unit itself during the entire period of the lease and rights over the common areas/services in the development.

Typically long leases of this sort will include the following provisions but a buyer should note that not all leases include all of these provisions:

- an entitlement for the buyer to possession of the unit itself during the entire period of the lease;
- rights of way for the buyer to/from the unit over the common areas of the complex;
- if granted, rights for the buyer to use one or more identified car-parking space within the complex (and no others);
- rights to connect to, and avail of, the pipes, drains, sewers, cables and other conduits which have been placed in the common areas to service all of the individual units;
- rights to use the common areas (e.g., lifts, refuse disposal areas) in common with all other unit owners - subject to reasonable rules and regulations for their common enjoyment;
- rights to benefit from any restrictions which, by virtue of the conveyancing documents, are imposed on each and every one of the unit owners: e.g.,
  - ♦ covenants by unit owners that they will use their units only for the purpose of single private residences;
  - ♦ covenants to keep the units and the common areas in good order;
  - ♦ controls on what sorts of pets may be kept within the complex;
  - ♦ controls on the amount of noise which will be permitted to escape from any unit;
  - ♦ covenants not to hang advertising signs or laundry from balconies;
  - ♦ covenants not to do any other acts or things that may be or become a nuisance to other unit owners;
- rights to benefit from insurance policies, which will be put in place in respect of the complex as a whole, against hazards such as fire, flooding, explosion, subsidence, etc.;
- rights to have the common areas (e.g., hallways, staircases) maintained in a good state of repair and decoration and for common facilities (e.g., lifts, intercoms, security gates etc) to be kept in good working order and for common amenities (e.g., gardens, shrubberies etc) to be kept well tended;
- rights to enjoy the services of a caretaker, concierge, security guard, CCTV monitoring service etc;
- rights to benefit from reserve funds or contingency funds (e.g. Building Investment/Sinking Fund) which are intended to be established to meet future expenditures incurred in the maintenance and/or repair of the complex;

### *The Management Company (OMC)*

For the rights prescribed in the leases to become a practical reality it is normal, in a Multi-Unit Development, for an OMC to be established for the purpose of managing the common areas/services and internal and external structures of the building not belonging to or the responsibility of any single unit owner. There are five key features of such a company:-

- The **OMC** is a corporate body and, therefore, subject to company law;
- Membership of the **OMC** comprises all the unit owners in the development;
  - ♦ This means that unit owners have two ownership interests- each owns the lease of his unit and, as a member of the **OMC**, a share in the company's interests. Membership of the company also confers the right to participate in the company's operation, including voting rights at meetings.
- The **OMC** owns the common areas of the development and the reversionary interest in unit owners' leases;
  - ♦ In essence the **OMC** owns all the parts of the development which are not included in the individual units and has vested in it the reversionary interest in the lease acquired by each unit owner.
- The **OMC** is the landlord of the development;
  - ♦ As owner of the reversionary interest on each unit, the **OMC** will have a landlord's responsibility to enforce various covenants which may have been entered into by each unit owner, such as complying with various "house rules".
- The **OMC** is responsible for the management of the development on a permanent basis;
  - ♦ As owner of the common areas the **OMC** will usually have extensive responsibilities for their maintenance and repair and the provision of a variety of other services, such as employment of caretakers, cleaners, decorators, gardeners, etc. Consequently the company is empowered to levy an annual service charge on each unit owner to meet its obligations.

Generally the role and responsibilities of an **OMC** evolve over the lifetime of a Multi-Unit Development from the commencement of the development to final transfer, by the Developer, of the common areas to the **OMC**. Typically, there are three main phases in its evolution.

**The first phase** involves the incorporation, by the Developer, of the **OMC** as a company under the Companies Acts at the commencement of work on the Multi-Unit Development. At this stage the only members of the company are generally persons nominated by the Developer (e.g. directors or employees of the development company) and the **OMC** is very much under the control of the Developer. During this phase two important events take place:-

- The Developer arranges for his solicitor to draw up the lease under which each of the units will be sold. This lease lays down the principal rights and obligations of the **OMC** and the unit owners vis-à-vis each other.
- A “Management Company Agreement” is drawn up between the **OMC** and the Developer. This provides for the Developer to transfer the entire estate to the **OMC** for a nominal sum, subject to and with the benefit of the leases of the units. This means that under the terms of the leases the **OMC** will ultimately become responsible for the overall management of the Multi-Unit Development.

Other than these two events the **OMC** is relatively inactive during this phase.

**The second phase** commences as soon as the first unit is sold. As each owner signs the conveyancing documents, which gives them title to their individual units, they also become members of the **OMC**. The membership of the **OMC** is now comprised of:

- the Developer’s nominees and
- the unit owners.

Buyers and owners should understand that at this stage the **OMC** owns nothing, as the Developer has not yet transferred ownership of the common areas of the complex to the **OMC**. Typically, during this phase the **OMC**’s main function is to participate in the signing of the leases between the Developer and the new owners and agreeing that, on the transfer of the common areas to the **OMC**, it will assume the Developer’s management and administration obligations under the lease.

While the conveyancing documents and leases vary from one Multi-Unit Development to another, it is the norm during this phase for unit owners to have little or no role in the day to day management and administration of the Multi-Unit Development or in determining what services should be provided and at what cost. The reason for this is that, under the law as it stands, the conveyancing documents (including the “Management Company Agreement”

and the terms of the lease) prescribe the role of the **OMC**. These documents typically, though not universally, provide that, during this phase, the management of the complex, the provision of services to it and the collection of service charges to fund those services is the responsibility of the Developer. They also generally provide for the management responsibilities of the **OMC** to be deferred until after the common areas have been transferred from the Developer to the **OMC**.

In some, though not very frequent, cases the conveyancing documents may provide for both the Developer and the **OMC** to have joint responsibility for the management of the common areas before their transfer from the Developer to the **OMC**. However, in these cases, owners of the units in the Multi-Unit Development do not generally become full members of the **OMC** until after the common areas have been transferred.

In either case owners have little say in running the Multi-Unit Development during this phase.

**The third phase** in the evolution of the **OMC** begins once the Developer finally transfers all his remaining interests to the **OMC**. At this point the Developer and his nominees cease to be members of the **OMC**. From this point onwards the only members of the **OMC** are the owners of the units in the associated Multi-Unit Development and the development finally comes under the control of the owners. The owners, operating through the **OMC**, now have power to make their own decisions in relation to their complex.

FOR FURTHER INFORMATION ON MANAGEMENT COMPANIES

SEE

**Office of the Director of Corporate Enforcement – [www.odce.ie](http://www.odce.ie)  
“Owners’ Management Company (OMC) Handbook”**

As has been outlined above under existing law the conveyancing documents provide little or no role for owners before the Developer transfers the common areas to the **OMC**. During this period many difficulties can arise, including delays by the Developer in completing the development and resolving “snagging” issues such as absence of safety lighting in car parks, ill-fitting doors and windows, etc. During this phase also, owners may become concerned at the

possibility of the service charges being used by the Developer to remedy defects instead of being applied as appropriate to the maintenance of the common areas. In addition owners may find themselves powerless to compel the Developer to fully comply with his obligations. It is imperative therefore that the common areas be transferred to the **OMC** at the earliest possible opportunity and that the owners be given control of the complex as quickly as possible. However, in many instances the “Management Company Agreement”, which provides for the ultimate transfer of the common areas from the Developer to the **OMC**, do not provide for an early transfer.

The “Management Company Agreement” is drawn up by the Developer’s solicitor at the commencement of the development. In the circumstances it is not surprising to find that such agreements are written with the interest of the Developer in mind rather than the interests of the **OMC** or its future members. Usually the agreement will contain provisions which effectively mean that the buyer of a unit in a Multi-Unit Development is buying into a situation in which, conceivably, the transfer of the common areas to the **OMC** may be deferred for a very lengthy period or even indefinitely if the Developer opts (as he is quite entitled to do) to retain one or more units in his own ownership.

However, this weaknesses in the statutory framework within which the transfer of the common areas from the Developer to the **OMC** operates is being addressed in the new Multi-Unit Development Bill 2009 which has been recently published. This proposed new legislation provides that:

- In future, the Developer of a Multi-Unit Development must establish an **OMC** and transfer ownership of the common areas to it before any unit is sold.
- In so far as Multi-Unit Developments which have not been completed are concerned the Developer must transfer ownership of the relevant parts of the common areas to the **OMC** within 6 months of enactment of the legislation.
- In so far as Multi-Unit Developments which have been completed are concerned the Developer must transfer ownership of the common areas to the **OMC** within 6 months of enactment of the legislation.

This Multi-Unit Development Bill 2009 significantly refocuses the legal protections towards owners of units in Multi-Unit Developments.

### *Relationship between OMC, Owner and Management Agent*

As a matter of property law, the **OMC** has an obligation to manage and administer the complex and provide a range of services to it. Similarly as a matter of property law, the unit owners (through their leases) have each assumed an obligation to pay service charges to the **OMC** to fund the provision of those services, abide by the “house rules” and to contribute to the Building Investment/Sinking Fund, where such is provided for.

While there is nothing preventing the **OMC** from engaging in the direct management of the Multi-Unit Development itself on behalf of its members, Management Agents are usually engaged by the company to discharge some or all of the company’s responsibilities and to provide professional advice on the running of the company. A number of reasons contribute to this including the fact that, often, the members and directors of the **OMC** may have little or no experience of operating a company or carrying out the sort of tasks which are the **OMC**’s responsibility.

Notwithstanding the clear distinction which exists between **OMC**’s and **Management Agents** there is considerable public confusion as to their respective roles and responsibilities. Normally the relationship which exists between the **OMC** and the **Management Agent** is one of contract. A contract exists between the **OMC** and the Agent and not between any individual unit owner and the Agent. That contract alone determines what the obligations of the Agent are and, unless it provides otherwise, those obligations are owed to the **OMC** – not to the unit owners. It is important therefore not to confuse **OMC**’s and **Management Agents**. Agents are engaged by the **OMC** and may act only under the instructions of the **OMC**.

When purchasing a property in a Multi-Unit Development a buyer should ascertain whether an OMC has been established and whether a Management Agent has been engaged to manage the development.

A Buyer should insist on getting a copy of the lease from his solicitor.

It is important for a buyer to realise that once he becomes the Owner of a property in a Multi-Unit Development:

- he will become a member of the OMC;
- he will be required to pay an annual 'service charge' for the maintenance and upkeep of the common areas in the complex;
- he may have to pay into a Building Investment/Sinking Fund to cover future major maintenance and repairs to the common areas of the complex.

As a member of the OMC an owner should ensure he gets:

- an up-to-date copy of the Memorandum and Articles of Association of the OMC so as to ascertain the objects of the company, and
- his Membership Certificate or Share Certificate, depending on the type of OMC involved.

### *Functions and Responsibilities of OMC*

The OMC has a number of statutory duties under the Companies Acts. Principal among these are:

- to maintain proper books of account;
- to prepare annual accounts;
- to have an annual audit (subject to exceptions);
- to maintain certain registers and other documents;
- to file certain documents with the Registrar of Companies;
- to hold general meetings of the company.

In this regard it is important to note that every member of the company is entitled to a copy of the annual accounts.

It is important that all owners attend the Annual General Meeting of the OMC and that they obtain a copy of the OMC's annual accounts.

In addition to its statutory functions under the Companies Acts the **OMC** has a wide range of responsibilities for the day to day management of the complex. While the scope of the management undertaken by **OMCs** differs from arrangement to arrangement, **OMCs** will typically be involved in the following five broad categories of activity:

***Administrative and Corporate Services***

This entails arranging and holding meetings and recording the proceedings of such meetings, keeping all necessary correspondence and records to enable the company to fulfil its obligations under the Companies Acts. It also includes the administrative arrangements associated with the engagement of service providers.

***Legal Services***

This includes taking the necessary steps to enforce lease conditions and “house rules”, ensuring compliance with relevant statutory obligations and when units are being sold, providing responses to buyers’ solicitors on requisition on title.

***Financial Management***

This involves setting the annual budget, collecting service charges, paying for services and monitoring budgets.

***Insurance Management***

This includes identifying and arranging appropriate insurance for the complex including fire and standard perils and public liability insurance.

***Building Management***

This entails the general maintenance and upkeep of the complex such as cleaning, lift maintenance, grass cutting, refuse collection, pest control, etc.

A detailed list of the range of activities which may be undertaken by an **OMC** is at Appendix I.

It is important to remember that an owner of a unit in a Multi-Unit Development is a member of the OMC.

Where a Management Agent is engaged by the OMC he acts on behalf of the OMC and must, at all times, act only in accordance with the OMC's instructions and directions.

It is important that owners fully discharge their responsibilities as members of the OMC and even though an Agent may be engaged this does not relieve any directors or members of the OMC of their duty to fulfil their legal obligations.

FOR FURTHER INFORMATION ON MANAGEMENT  
COMPANIES/AGENTS

SEE

National Consumer Agency – [www.consumerproperty.ie](http://www.consumerproperty.ie)  
“Buying and Living in a Multi-Unit Development Property in Ireland”

*Annual Service Charge and Building Investment/Sinking Fund*

For unit owners in Multi-Unit Developments the payment of **Annual Service Charges** and contributing to the **Building Investment/Sinking Fund** are a source of much debate. There are many factors which give rise to this not least the belief that having in effect “bought” their units they find it difficult to comprehend why they should be paying “additional annual charges”.

As with houses in conventional housing estates, a unit in a Multi-Unit Development needs constant investment, attention and maintenance if it is not to deteriorate. However, in a Multi-Unit Development, in addition to maintaining the unit itself, the unit owner must also contribute to the upkeep of the building in which the unit is located and all the interior and exterior common areas. This is a fundamental element which distinguishes Multi-Unit Developments from conventional housing developments.

**Service charges** are an essential feature of Multi-Unit Developments. They provide the funding for the management of the common areas and structures which includes all conduits to services, interior and exterior structures of the building, interior and exterior common areas as well as services provided on a

communal basis. In essence they are annual charges levied on the unit owners to meet the various expenses incurred by the **OMC** in carrying out its various functions. These range from the cost of insurance, maintenance and repair of the building to the expense of engaging *Management Agents*, caretakers, gardeners, professional advisers, etc.

When buying a unit in a new Multi-Unit Development it is likely that the common areas will not have been vested in the **OMC** and the Developer will be responsible for setting the level of annual service charge. In such circumstances the buyer should obtain from the Developer a detailed explanation of what the annual service charge is, what it covers and what the service charges are likely to be on completion of the development. A buyer may find that in the initial years the annual service charge may be set at a low level and be subject to significant increases after a number of years. This may be due to a number of factors including the fact that in the initial years of a new development the level of maintenance may be low or it may be due to a decision by the Developer to set a low level of annual service charge in the initial years as an inducement to prospective buyers. However, once the common areas have been vested in the **OMC** it will be a matter for the company to set the level of annual service charge.

When buying a second-hand unit it is likely that the common areas may be vested in the **OMC** but be aware that this is not always the case, even many years after construction. In such circumstances the buyer should obtain from the seller full details of the annual service charge and what it covers. Generally, apart from the first year, charges are levied on the basis of what is calculated to be the likely costs and expenses in the coming year, together with an adjustment to cover any surplus or shortfall from the previous year. Whether buying a new or second-hand unit it is important for the buyer to determine, at the outset, precisely what his short, medium and long term annual service charge commitments are likely to be.

Once the **OMC** takes over full responsibility for the management of the development it is imperative that unit owners, as members of the company, ensure that, from the outset, an appropriate level of service charge is established. They should also ensure that the service charge bears a close relation to realistic anticipated costs and expenses likely to be incurred by the **OMC**. In addition the **OMC** should make it transparently clear how the charges are calculated and the anticipated costs and expenses which they are intended to cover.

The recently published Multi-Unit Development Bill 2009 proposes that:

- The **OMC** must establish and maintain a scheme of annual service charges which must be approved by a general meeting of the **OMC's** members.
- The annual charge must be calculated on a transparent basis and be fairly apportioned between the apartment owners.
- The service charge may not be used to defray expenses on matters which are the responsibility of the developer or builder.
- Service charges in respect of any unsold units must be paid by the developer.

A buyer should, before purchase, establish the current level of service charges and what they are likely to be on completion of the development.

Unit owners should be very conscious of the very serious implications of individuals failing to pay service charges.

If the charges are not paid, the OMC will not be able to carry out essential tasks, such as the provision of communal services, insuring the building and attending to its maintenance and repair.

This can only harm the unit owners themselves and, if the situation spirals out of control, the value of the development as a whole, and of individual units, could be very significantly diminished. In very serious cases it could lead to a situation where units in a development become difficult or impossible to sell.

In addition to the payment of the annual service charge, owners will also be required to make a periodic contribution to the **Building Investment/Sinking Fund**. All structures have a natural life span and it is inevitable that parts of the building in which the unit is located will wear out or cease to function. It is important therefore that all of the owners of units in a Multi-Unit Development anticipate having to replace certain external parts of the building such as roofs and windows and internal systems such as lifts, heating systems, etc. While the common areas of the development are vested in the **OMC** each unit owner, as a member of that company, co-owns the common areas and building structure and is therefore obliged to contribute to the capital cost of such long-term refurbishment, replacement and structural repairs. The cost of such work will be substantial and will impose a very heavy financial burden on each unit owner if contingency plans have not been put in place at an early stage for the financing of such work. Long term investment in the development is unavoidable if the value of the

property is to be maintained. To postpone such major works or fail to carry them out will ultimately lead to the development falling into such disrepair that owners may find it difficult to sell their units. It is therefore in the owners' own interests to ensure that appropriate financial planning is carried out to meet the cost of major refurbishment and replacement work.

Unit owners must understand that the value of their unit, and the development as a whole, will be substantially affected by the existence and value of a Building Investment/Sinking Fund. Consequently, not only have existing owners an interest in the existence of such a fund but so too do prospective buyers as the sale price of the unit will reflect the value of the fund. For this reason, annual contributions are never refundable when an owner sells a unit.

The recently published Multi-Unit Development Bill 2009 proposes to make it a statutory requirement for **OMC's** to set up a Building Investment/Sinking Fund. The Bill provides that:-

- The **OMC** must establish and maintain a Building Investment/Sinking Fund for non-recurring maintenance and repairs.
- In new Multi-Unit Developments, the fund must be set up within three years of the sale of the first unit; in existing developments, it must be set up within 18 months of enactment of the legislation.
- The annual contribution to the Building Investment/Sinking Fund is a matter for the unit owners but a minimum annual charge of €200 per unit will apply.

Owners should ensure:

- that a Building Investment/Sinking Fund is established by the OMC from the outset to meet the capital cost of long-term refurbishment, replacement and structural repairs, and
- that each unit owner contributes a prescribed amount to the fund on an ongoing basis.

FOR FURTHER INFORMATION ON **SERVICE CHARGES**

SEE

**National Consumer Agency – [www.consumerproperty.ie](http://www.consumerproperty.ie)**

**“Management Fees and Service Charges Levied on Owners of Property  
in  
Multi-Unit Developments”**



# Appendix I

## **Owner Management Company (OMC) Responsibilities for Managing the Complex**





- **Administration and Corporate Services**

- ◆ Preparation of notices for AGM, EGM, Committee and Board meetings;
- ◆ Preparation of supporting material used at meetings such as agenda, accounts, reports on the management of the complex or proposed budget;
- ◆ Distribution of notices and other supporting materials;
- ◆ Preparation of minutes of meetings;
- ◆ Distribution of minutes;
- ◆ Maintenance of equipment inventory;
- ◆ Conducting tender exercises;
- ◆ Maintenance of records of work carried out, tender exercises and other records related to service provision;
- ◆ Secure document storage;
- ◆ Provision of newsletter/circular/notices;
- ◆ Dissemination of the Management Agent's contact details and the appropriate means of communication with the Management Agent, and
- ◆ Ongoing communication with lessees and residents;

- **Legal Services**

- ◆ Safe keeping of Estate Title Documentation and other vital records;
- ◆ Safe keeping of any warranties or guarantees;
- ◆ Provision of replies to Requisition on Title;
- ◆ Provision of memorandum and articles of association;
- ◆ Maintenance of OMC Membership;
- ◆ Provision of membership certificates to new lessees;
- ◆ Enforcement of lease conditions;
- ◆ Development of "house rules";
- ◆ Enforcement of "house rules";
- ◆ Compliance with relevant legislation such as
  - Companies Acts 1963 to 2005,
  - Data Protection Acts 1988 to 2003,
  - Fire Services Act 1981,
  - Occupier Liability Act 1995,
  - Safety, Health and Welfare Act 2005,
  - Residential Tenancy Act 2004,
  - Waste Management and Litter Pollution Acts.

- **Financial Management**

- ◆ Establishment of an annual budget for the Multi-Unit Development;
- ◆ Analysis and determination of the level of Building Investment/Sinking Fund provision needed;
- ◆ Calculation of appropriate service charges informed by the annual budget, Building Investment/Sinking Fund requirements and apportionment set out in the leases;
- ◆ Notification to lessees of the annual budget and the service charges set by OMC;
- ◆ Billings of service charges;
- ◆ Collection of service charges, including arrears and interest;
- ◆ Instruction of solicitors on recovery of unpaid service charges;
- ◆ Provision of receipts;
- ◆ Maintenance of records on service charge administration;
- ◆ Maintenance of bank accounts;
- ◆ Provision of regular/monthly/quarterly income and expenditure reports for the OMC Directors;
- ◆ Reconciliation of bank statements;
- ◆ Pay invoices;
- ◆ Investment of funds (both current and Building Investment/Sinking Fund);
- ◆ Preparation and dissemination of the OMC accounts and financial statements; and
- ◆ Arrangement of audit of the OMC accounts.

- **Insurance Management**

- ◆ Arrange for the carrying out of Building Surveys and Valuation;
- ◆ Ensure that the insurance broker arranges the following scope of Cover;
  - Fire and Standard Perils,
  - Public Liability,
  - Employers Liability,
  - Lift Engineering,
  - Directors and Officers Liability,
- ◆ Identification of potential insurers;
- ◆ Arrangement of insurance cover; and
- ◆ Claims Management

- **Building Management**

- ◆ Identification and delivery of Planned Maintenance
  - Cleaning
    - ◆ Common Areas,
    - ◆ Windows/Carpets,
  - Grounds and Landscape Maintenance
  - Refuse Collection
- ◆ Identification and delivery of Mechanical & Electrical Maintenance
  - Lifts,
  - Sewage & Water pumps,
  - Heating Systems,
  - Fire Safety Systems,
  - Access Systems,
  - Intercom Systems,
  - Electrical Systems (ESB/Generators),
  - Vehicular/Pedestrian Access Gates,
  - Security Systems e.g. CCTV/patrols,
- ◆ Identification and delivery of Reactive Repairs & Renewals
  - Lighting,
  - Signage,
  - Building vandalism (Graffiti/Soils/Stains),
  - Mat Wells/Letterboxes,
  - Locks and Access,
- ◆ Identification and delivery of Refurbishment Programmes
  - Painting & Decoration,
  - Carpet Replacement,
  - Betterment Works,
- ◆ Contractor Management/Supervision
- ◆ After Hours Emergency Service
- ◆ Health & Safety Inspections
- ◆ Janitor Management



# Appendix II

## Useful Contacts





**Consumers' Association of Ireland - [www.consumerassociation.ie](http://www.consumerassociation.ie)**

Consumers' Association of Ireland (CAI),  
43-44 Chelmsford Road,  
Ranelagh,  
Dublin 6.

Phone: 01 497 8600

Email: [cai@consumerassociation.ie](mailto:cai@consumerassociation.ie)

**Data Protection Commissioner - [www.dataprotection.ie](http://www.dataprotection.ie)**

Data Protection Commissioner  
Canal House,  
Station Road,  
Portarlinton,  
Co. Laois.

Phone: +353 57 868 4800

Fax: +353 57 868 4757

Lo Call: 1890252231

Email: [info@dataprotection.ie](mailto:info@dataprotection.ie)

**Engineers Ireland - [www.iei.ie](http://www.iei.ie)**

Engineers Ireland,  
22 Clyde Road,  
Ballsbridge,  
Dublin 4.

Phone: +353 1 6684341

Fax: +353 1 6685508

Email: [info@engineersireland.ie](mailto:info@engineersireland.ie)

**Financial Services Ombudsman - [www.financialombudsman.ie](http://www.financialombudsman.ie)**

Financial Services Ombudsman,  
3rd Floor,  
Lincoln House,  
Lincoln Place,  
Dublin 2.

Phone: +353 1 6620899

Fax: +353 1 6620890

Lo Call: 1890 88 20 90

Email: [enquiries@financialombudsman.ie](mailto:enquiries@financialombudsman.ie)

**Institute of Professional Auctioneers and Valuers - [www.ipav.ie](http://www.ipav.ie)**

Institute of Professional Auctioneers and Valuers (IPAV),

129 Lower Baggot Street,

Dublin 2.

Phone: +353 1 6785685

Fax: +353 1 6762890

Email - [info@ipav.ie](mailto:info@ipav.ie)

**Irish Auctioneers and Valuers Institute [www.iavi.ie](http://www.iavi.ie)**

Irish Auctioneers and Valuers Institute (IAVI),

38 Merrion Square,

Dublin 2.

Phone: +353 1 6611794

Email: [info@iavi.ie](mailto:info@iavi.ie)

**Irish Credit Bureau - [www.icb.ie](http://www.icb.ie)**

Irish Credit Bureau,

ICB House,

Newstead,

Clonskeagh Road,

Dublin 14.

Phone: +353 1 2600388

Fax: +353 1 2600390

**Irish Property and Facility Management Association - [www.ipfma.com](http://www.ipfma.com)**

Irish Property and Facility Management Association (IPFMA),

5 Wilton Place,

Dublin 2.

Phone: +353 1 669 1954

Fax: +353 1 6761412

Email: [info@ipfma.com](mailto:info@ipfma.com)

**Law Society of Ireland - [www.lawsociety.ie](http://www.lawsociety.ie)**

Law Society of Ireland,  
Blackhall Place,  
Dublin 7.  
Phone: +353 1 672 4800  
Fax: +353 1 672 4801  
Email: [general@lawsociety.ie](mailto:general@lawsociety.ie)

**National Consumer Agency - [www.consumerconnect.ie](http://www.consumerconnect.ie)**

National Consumer Agency (NCA),  
4 Harcourt Road,  
Dublin 2.  
Lo-call: 1890 432 432  
Email: [ask@consumerconnect.ie](mailto:ask@consumerconnect.ie)

**Office of the Director of Corporate Enforcement - [www.odce.ie](http://www.odce.ie)**

Office of the Director of Corporate Enforcement (ODCE),  
16 Parnell Square,  
Dublin .  
Phone: +353 1 8585800  
Fax: +353 1 8585801  
Email: [info@odce.ie](mailto:info@odce.ie)

**Private Residential Tenancies Board - [www.prtb.ie](http://www.prtb.ie)**

Private Residential Tenancies Board (PRTB),  
2nd Floor,  
O'Connell Bridge House,  
D'Olier Street,  
Dublin 2.  
Phone: +353 1 6350600  
Fax: +353 1 6350601  
Email: [info@prtb.ie](mailto:info@prtb.ie)

**The Royal Institute of the Architects of Ireland - [www.riai.ie](http://www.riai.ie)**

The Royal Institute of the Architects of Ireland (RIAI),

8 Merrion Square,

Dublin 2.

Phone: +353 1 6761703

Fax: +353 1 6610948

Email: [info@riai.ie](mailto:info@riai.ie)

**Society of Chartered Surveyors - [www.scs.ie](http://www.scs.ie)**

The Society of Chartered Surveyors

5 Wilton Place,

Dublin 2.

Phone: +353 1 676 5500

Fax: +353 1 676 1412

Email: [info@scs.ie](mailto:info@scs.ie)

**The Law Reform Commission - [www.lawreform.ie](http://www.lawreform.ie)**

The Law Reform Commission

35-39 Shelbourne Road

Ballsbridge

Dublin 4.

Phone: +353 1 6377600

Fax: +353 1 6377601

Email: [info@lawreform.ie](mailto:info@lawreform.ie)

**The Financial Regulator - [www.ifsra.ie](http://www.ifsra.ie)**

The Financial Regulator,

P.O. Box 9138,

College Green,

Dublin 2.

Phone: +353 1 4104000

Fax: +353 1 4104900

Email: [consumerinfo@financialregulator.ie](mailto:consumerinfo@financialregulator.ie)

**The Property Registration Authority - [www.prai.ie](http://www.prai.ie)**

The Property Registration Authority  
Land Registry Offices  
3 locations in Dublin and 1 in Waterford - See Website.

Registry of Deeds Office,  
Henrietta Street,  
Dublin 1.  
LoCall; 1890333001  
Email: [webmaster@prai.ie](mailto:webmaster@prai.ie).

**The Revenue Commissioners - [www.revenue.ie](http://www.revenue.ie)**

The Office of the Revenue Commissioners is divided into four regions.  
Dublin Region  
East, South-East Region  
South West Region  
Border, Midlands, West Region  
Their Regional Contact Details are on the Website.



Property Services Regulatory Authority  
Údarás Rialála Seirbhísí Maoine