



STATUTORY INSTRUMENTS.

S.I. No. 217 of 2016

RESIDENTIAL TENANCIES ACT 2004 (PRESCRIBED FORM) (NO. 2)
REGULATIONS 2016

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The Minister for the Environment, Community and Local Government, in exercise of the powers conferred on him by section 8 of the Residential Tenancies Act 2004 (No. 27 of 2004) (as adapted by the Environment, Heritage and Local Government (Alteration of Name of Department and Title of Minister) Order 2011 (S.I. No. 193 of 2011)), hereby makes the following regulations:

1. These Regulations may be cited as the Residential Tenancies Act 2004 (Prescribed Form) (No. 2) Regulations 2016.
2. These Regulations come into operation on 9 May 2016.
3. The notice set out in Schedule 1 is prescribed for the purposes of section 22(2) of the Residential Tenancies Act 2004 (No. 27 of 2004).
4. (a) The acknowledgement set out in Part 1 of Schedule 2 to these Regulations is prescribed for the purposes of the acknowledgment to be sent to a landlord under section 135(4) of the Residential Tenancies Act 2004 (No. 27 of 2004).

(b) The acknowledgement set out in Part 2 of Schedule 2 to these Regulations is prescribed for the purposes of the acknowledgment to be sent to a tenant under section 135(4) of the Residential Tenancies Act 2004 (No. 27 of 2004).

*Notice of the making of this Statutory Instrument was published in
"Iris Oifigiúil" of 6th May, 2016.*

SCHEDULE 1

Regulation 3

**Notice to be served under section 22(2) of the Residential Tenancies Act 2004
stating the amount of the new rent**

To: **(Insert Name of Tenant(s))**

1. A review of the rent under the tenancy of your dwelling has been carried out and a new rent has been set on foot of that review. The amount of the new rent is **[state amount of the new rent]**.
2. The new rent shall have effect from **[state date from which the new rent is to have effect]**.
3. Any dispute in relation to the setting of a rent pursuant to a review of the rent under a tenancy must be referred to the Residential Tenancies Board (RTB) under Part 6 of the Residential Tenancies Act 2004 before-

(i) **[insert date from which the new rent is to have effect]**

or

(ii) the expiry of 28 days from the receipt by you of this notice,

whichever is the later.

4. I, **[insert name of landlord]**, state that in my opinion the new rent is not greater than the market rent, having regard to the other terms of the tenancy, and letting values of dwellings of a similar size, type and character to the dwelling that is the subject of this tenancy, and situated in a comparable area to that in which the dwelling the subject of your tenancy is situated.
5. In that regard, please see specified below the amount of rent sought* for 3 dwellings of similar size, type and character to the dwelling the subject of your tenancy, and situated in a comparable area to that in which the dwelling the subject of your tenancy is situated.

Dwelling 1 **[insert rent sought]**

Dwelling 2 **[Insert rent sought]**

Dwelling 3 **[insert rent sought]**

6. Date: **[Insert date that notice is signed]**
7. Signature: **[To be signed by landlord/authorised agent]**

*'amount of rent sought' means the amount of rent specified for the letting of a dwelling in an advertisement the date of which falls within the period of 4 weeks immediately preceding the date on which this notice is served.

SCHEDULE 2

Regulation 4

Part 1

Name and address

(Please quote this reference in all future communications with the Residential Tenancies Board)

This letter is important and should be kept in a safe place.

Dear Landlord,

Thank you for your application and fee in the amount of **[Insert amount]** to register a tenancy. The tenancy which commenced on **[Insert commencement date]** has been registered with the Residential Tenancies Board (RTB), previously known as the Private Residential Tenancies Board (PRTB). The Registered Tenancy (RT) Number is: **[Insert Number]** and this relates to:

[Insert details of tenancy]

Section 132 of the Residential Tenancies Act 2004 provides that either party to a tenancy may request a copy of the entry in the Register of Tenancies. This application must be made in writing. Please note that the RTB will request such information as is considered necessary to confirm the identity of the person making an application under section 132.

Registration lasts the length of the tenancy but subject to a maximum of four years. This means that tenancies must be re-registered where they have existed for four years or every time a new tenancy commences.

This letter does not constitute proof of the tenancy or the terms thereof but is merely a confirmation that the tenancy has been registered on foot of the registration particulars provided.

Enclosed with this letter is a guide titled “How to be a Good Tenant/Good Landlord”. The RTB would encourage you to read this guide and inform yourself of your rights, responsibilities and obligations. It is also a useful reference throughout the tenancy should any issues arise. Landlords are encouraged to resolve disputes directly with their Tenant/s if issues arise. If this is not possible, a Landlord may be entitled to refer a dispute to the Board under section 78 of the Residential Tenancies Act, 2004, relating to, for example:

- Rent set under a tenancy or in respect of the rent determined on foot of a review
- Rent Arrears
- Over-holding

- Antisocial behaviour

Also enclosed with this letter is a “declaration of undertaking form”. This may apply to you if your tenant is in receipt of rent allowance or if your tenants rent is payable by a local authority. In order to qualify for a 100% deduction for interest on borrowings through Revenue, this form must be completed and returned to the RTB.

Note: Details in relation to the Tenancy may be disclosed to the Revenue Commissioners under section 147A of the Residential Tenancies Act 2004.

Being a Good Landlord

What is a landlord?

A landlord is the owner of a property or an Approved Housing Body who leases or rents it to another person. The person who rents the property is a tenant. The agreement between the landlord and the tenant is a tenancy

May 2016

Your rights as a landlord

Under the Residential Tenancies Act 2004, landlords have the right to:

- Set the rent, once every two years, according to the current market rent. This does not apply to Approved Housing Body landlords.
- Receive the rent from a tenant on the date it is due.
- Pay any charges related to the property e.g. taxes and duties.
- End the tenancy without reason within the first six months of the lease agreement. However, special care should be taken when dealing with fixed term tenancies as a reason will always have to be given. (please see the note on fixed term tenancies on the website at www.rtb.ie).
- Be informed of who is living in the property.
- Decide whether to allow sub-letting by the tenant. This does not apply to Approved Housing Body Landlords.
- Be informed of any repairs needed and be granted reasonable access to fix them.
- Refer disputes to the Residential Tenancies Board (RTB) once the tenancy is registered via post or online at www.rtb.ie

Your obligations as a landlord

By Law, a landlord cannot refuse to rent property to any prospective tenant because of their gender, marital status, family status, sexual orientation, religion, age, disability, race, receipt of payment under the Social Welfare Acts or membership of the travelling community.

You must:

- Register your tenancy. You can register online at www.rtb.ie or alternatively you can contact 0818 30 30 37 to request a paper application form be posted to you.
- Provide your tenant with a rent book and receipts of payment where requested.
- Make sure that your property is in good condition.
- Maintain the property to the standard it was at the start of the tenancy.
- Reimburse the tenants for any repairs carried out on the structure.
- Insure the property.
- Provide your tenant with your contact information, and the contact details of any agent who deals on your behalf.
- Give tenants a written notice of termination of tenancy. There is a sample notice available on the RTB website www.rtb.ie
- Return Deposit to your tenant at the end of the tenancy unless lawfully withheld.
- Give tenants notice of any impending inspections of the property.
- Ensure that refuse storage facilities are available to the tenant(s).

What records must be kept of the contents of the accommodation?

The landlord should record details in the rent book or in the letting agreement of all furnishings and appliances in the accommodation. It is advisable to also record their condition to help prevent disputes in the future about damaged or broken items.

Taking photographic evidence of the property and its contents before the tenant moves in may assist in preventing disputes as to damage and or broken items. Such photographs may be used as evidence in any dispute.

How often can the rent be reviewed?

The rent can only be reviewed once every two years (unless there has been substantial change to the accommodation) following at least 90 days written notice of the change in rent. Remember, each time the rent is set it must be in line with the current market rent.

Please note that a dispute may be referred to the Board of the RTB in relation to the rent review.

For Approved Housing Body Tenancies, rent reviews are determined by each tenancy agreement. If there is no provision in the tenancy agreement for a rent review, then rent can only be reviewed once every 12 months. The Act does not provide for a notice period but does state that notice to the tenant must be given "as soon as practicable".

What rights do you have to access your property?

Once a tenant occupies the property, a landlord is only allowed to enter the property with the tenant's permission or in an emergency. If repairs or an inspection need to be carried out on the premises then the landlord must make a prior arrangement with the tenant to gain access.

What standards must your accommodation meet?

By law, rented property must be of a minimum standard as set out in The Housing (Standards for Rented Houses) Regulations 2008 and the Housing (Standards for Rented Houses) (Amendment) Regulations 2009. If the property does not comply with these standards, then you, as landlord, could be prosecuted. Local authorities are responsible for enforcing these standards and carry out regular inspections of rented accommodation.

Some examples of minimum standards include:

- The building must be free from damp and in good structural repair.
- Hot and cold water available to the tenant.
- Adequate heating and ventilation of the building.
- All appliances provided in good working order.
- Electrical wiring, gas and water pipes all should be in good repair.
- Provide a 4 ring hob, oven and grill, fridge and freezer or fridge-freezer and microwave oven. Provide cooking preparation, storage of food and laundry facilities. (This does not apply to Approved Housing Body tenancies).
- Provide a fire blanket and fire alarms.
- Have access to refuse storage facilities.

Further details of what standards you need to comply with when renting accommodation, are available on the RTB website.

What taxes must be paid on the rent you receive?

All landlords must pay tax on any rental income received. The Revenue Commissioners operate a self-assessment system for tax on rental income. Landlords, if not already registered for self-assessment may need to do so by completing the Revenue's Form TR1. Certain expenses can be deducted from the tax payable and details of these are outlined in the Revenue Commissioners website www.revenue.ie.

Termination of a tenancy by the landlord

Valid notice (see section 62 of the act)

In order to be valid, a notice of termination must:

- Be in writing.
- Be signed by the landlord or his or her authorised agent or, as appropriate, the tenant.
- Specify the date of service.
- State the reason for termination (where the tenancy has lasted for more than 6 months or is a fixed term tenancy).
- Specify the termination date and also that the tenant has the whole of the 24 hours of this date to vacate possession.
- State that any issue as to the validity of the notice or the right of the landlord to serve it must be referred to the Residential Tenancies Board within 28 days from the receipt of the notice.

Notice periods for the termination of a tenancy by the landlord

The minimum notice period to terminate a tenant's tenancy is determined by the duration of the tenancy and is set out in the Act as per the table below.

The terms of a letting agreement in place may provide for greater periods of notice to be given to the tenant. This table applies where the termination is **not** due to breach of tenant obligations.

Duration of Tenancy	Landlord Notice Period
Less than 6 months	28 days
6 months or more but less than a year	35 days
1 year or more but less than 2 years	42 days
2 years or more but less than 3 years	56 days
3 years or more but less than 4 years	84 days
4 years or more but less than 5 years	112 days
5 years or more but less than 6 years	140 days
6 years or more but less than 7 years	168 days
7 years or more but less than 8 years	196 days
8 or more years	224 days

It is also possible for the landlord and tenant to agree a shorter period of notice, but this can only be agreed at the time the notice is given (see section 69 of the Act).

Reasons to be given in the notice (see section 34 of the act)

In general, where a tenancy has lasted more than 6 months and less than 4 years, the reason for the termination must be stated in the notice and the termination will not be valid unless that reason relates to one of the following:

- The tenant has failed to comply with the obligations of the tenancy (having first been notified of the failure and given an opportunity to remedy it).
 - The landlord intends to sell the dwelling within the next 3 months.
- 4 NB - The notice *must* include a statutory declaration stating the landlords intention to sell.

- The dwelling is no longer suited to the needs of the occupying household. NB - The notice *must* include a statement outlining why the dwelling is no longer suitable for the needs of the tenant(s) (*this reason is not applicable to Approved Housing Bodies*).
- The landlord requires the dwelling for own or family member occupation. NB - the notice must include a statutory declaration stating that the landlord requires the dwelling for their own or their family's use (*this reason is not applicable to Approved Housing Bodies*)*.
- Vacant possession is required for substantial refurbishment of the dwelling. NB - The notice *must* include a written statement specifying the nature of the intended works to be carried out and planning permission, if relevant. Where planning permission is not required, the notice must include a written statement confirming the name of the contractor employed to carry out the refurbishment, and the dates and proposed duration of the works*.
- The landlord intends to change the use of the dwelling. NB - The notice *must* include a written statement specifying the nature of the intended use and a copy of any planning permission obtained, if relevant. This written statement must specify any works to be carried out in respect of the change of use and specify the details of those works, the name of the contractor employed to carry out the works, and the dates and proposed duration of the works.*

**For these grounds, the termination notice must contain certain additional details as specified in the Act relating to the tenant being given first refusal to resume the tenancy should the dwelling become available for re-letting.*

Please visit our website www.rtb.ie for sample notices of termination.

Termination for breach of tenancy obligations (see section 67 of the act)

If the breach concerns non payment of rent in relation to a tenancy of 6 months or more, a notice must be served informing the tenant that an amount of rent is due and giving 14 days to pay those rent arrears. If the tenant fails to pay the rent due within 14 days of receipt of the notice the landlord may serve a valid notice of termination giving 28 days notice. Please note the first day of a period of notice is the day after service. Therefore if the Notice is served on a Monday the period of Notice is calculated from the Tuesday. Whilst not a specific requirement under the Act, it may be prudent to give an additional couple of days notice to ensure that the party receives the required notice periods.

Termination of fixed term tenancy by the landlord

A fixed term tenancy should last for its duration and should only be terminated if:

- The tenant or landlord has breached one of the conditions of the lease and/or their obligations under the Act.
- The landlord has refused a request by the tenant for subletting or assignment of the lease, allowing the tenant to serve a notice (see section 186 of the Act) (Does not apply to Approved Housing Bodies).

- There are provisions incorporated into the agreement allowing for early termination. Generally, the reasons under section 34 are not valid grounds for terminating a fixed term tenancy. They can only be used if they have been incorporated as conditions in the fixed term letting agreement.

Regardless of the duration of the letting, the notice of Termination must specify the reason for the termination.

If the reason is for arrears of rent, then the 14 day warning letter above must still be sent in advance of the 28 day notice.

If the tenancy is being terminated for a breach of tenant obligations other than arrears of rent, the breach must be specified as a reason in the warning notice and the 28 days' notice given.

Tenant notifying a landlord of the end of the tenancy

Notice Validity and Notice Periods

The same criteria for the notice content apply if a tenant is serving it on the landlord, however no reason needs to be stated if terminating for reasons other than breach of landlord obligations. The longest notice period that needs to be given is 112 days as per table below.

Duration of Tenancy	Tenant Notice Period
Less than 6 months	28 days
6 months or more but less than a year	35 days
1 year or more but less than 2 years	42 days
2 years or more but less than 4 years	56 days
4 years or more but less than 8 years	84 days
8 or more years	112 days

It is also possible for the landlord and tenant to agree a shorter period of notice, but this can only be agreed at the time the notice is given (see section 69 of the Act).

Termination for breach of landlord obligations (see section 68 of the act)

A tenant may give 28 days notice owing to a landlord's breach of his/her obligations under the Act/letting agreement, regardless of the length of the tenancy. However, the tenant will have to notify the landlord of the failure to comply with his/her obligations in writing, allowing reasonable time for the landlord to remedy the failure. If the situation is not remedied within this time, the notice may be served.

If the landlord's behaviour is such that it poses imminent danger of death or serious injury or imminent danger to the fabric of the dwelling, then a 7 day notice may be served. No prior notice needs to be served in this situation.

Termination of a fixed term tenancy by the tenant

The same considerations apply here as for termination by the landlord above. However, the tenant must give prior warning of the failure by the landlord to comply with tenancy obligations with a reasonable period to remedy this. If the failure persists outside this period, then the 28 day notice may be served.

The paragraph below does not apply to Approved Housing Body Tenancies.

If the landlord refuses consent to a request to assign or sublet the tenancy, section 186 of the Act will apply and a notice of Termination may be served by the tenant. The notice should specify the reason and give the appropriate period of notice required to be given by a tenant as per the table in this section.

What to do at the end of the tenancy

Tenancies are lawfully terminated either on expiry of the fixed term or for breach of the letting conditions, or for periodic tenancies, upon the expiry of a valid notice of termination, subject to a dispute re validity of the notice or over-holding being referred to the Board.

When the tenancy is due to terminate you should:

- Arrange a time with the tenant for a final inspection of the dwelling.
- You may wish to arrange a prior inspection before the notice period expires to identify any issues (such as damage/breakages) the tenant may need to address before the tenancy ends; and then on the day of termination carry out a final inspection
- If an inventory/condition report on the dwelling was provided to the tenant at the commencement of the tenancy, you should go through this with the tenant and indicate any damage/breakages over and above normal wear and tear.
- If the dwelling is not in a reasonably clean and tidy condition then you should agree with the tenant how the cleaning is to be done; the tenant can undertake to carry out the cleaning or you can undertake this and the cost to be deducted from the deposit.
- Seek confirmation that the tenant will close any accounts with utilities, such as ESB, Gas etc., on leaving.
- If possible seek the tenant's new address and new telephone number (so you can forward any correspondence).
- Arrange for the return of the keys and the refund of the deposit.

Paying back a deposit to a tenant

When the tenancy ends, you are obliged to return the deposit to your tenant. A landlord may withhold a deposit, partially or in total, from a tenant if any of the following have occurred:

- Your tenant has not given proper notice of termination of the tenancy resulting in loss.
- Your tenant left outstanding bills or rent when leaving the accommodation.
- Your tenant has damaged the accommodation beyond normal wear and tear.
- You should note that there is a general duty on the landlord to mitigate any losses.

Avoiding disputes with tenants

The following checklist may help you to avoid or at least minimise disputes with tenants::

- ✓ Check prospective tenants' references before renting out the accommodation.
- ✓ When accepting deposits, provide a receipt for the tenant.
- ✓ If a lease agreement is used, give a copy to the tenant and explain the contents.
- ✓ Create a list of the contents and condition of all items in the property and get the tenant to sign this to confirm their agreement.
- ✓ Show new tenants around the property and make sure they know how the appliances work and are familiar with the arrangements for disposing of the household and garden rubbish.
- ✓ Provide a rent book for the tenant and make sure that all payments are recorded in it whether rent or other charges, if there is no written lease.
- ✓ Every three months, ask the tenant if everything is satisfactory and if so, have them to sign a statement confirming this, dated accordingly.
- ✓ If a tenant reports a problem, deal with it as soon as possible and give them regular updates about the efforts you are making to resolve it.

If a problem does arise, first try to settle differences directly with the tenant.

If you need further advice contact a local Citizens Information Centre (check phone book for local contact details).

If you are unable to resolve the dispute then you may have to take your case to the RTB (www.rtb.ie)

RTB Dispute Resolution Service

The RTB provide the following options for dispute resolution:

Mediation:

Mediation is a fast and free service where an independent mediator facilitates the parties in coming to an agreement.

Adjudication:

Adjudication is where an independent adjudicator accepts evidence from both parties at a hearing and will make a binding decision. The fee for adjudication is €15 online application or €25 paper application.

If you are unhappy with the outcome you can refer your case to a tenancy tribunal.

The maximum amount of damages that can be awarded to a party in dispute is €20,000. Please refer to our website www.rtb.ie for further information.

Disclaimer

This document is a brief summary of the more common issues for landlords and tenants. It is not intended to be a comprehensive guide to, nor a legal interpretation of, the Residential Tenancies Act 2004 ("the Act")



Being a Good Tenant

What is a tenant?

Generally speaking, a tenant is any person who rents accommodation from a landlord.

May 2016

What should you look for in rented accommodation?

Before renting accommodation you should make sure that it is suitable for your needs, for instance:

- Is the property secure and of good quality?
- Does it meet your size, location and other requirements?
- Will you be able to afford the rent along with any extra expenses? e.g. regular bills for gas, electricity etc.
- Are there any signs of dampness in the property?
- Are all appliances and facilities in working order?
- Check whose responsibility it is to pay for waste disposal charges.
- Check how much is the deposit and the conditions of its return to you.

Before making up your mind to rent a property and giving a deposit on the accommodation, try to first view other properties in the area. This will help you decide what type of property is best for you and give you an idea about local rents.

Your rights as a tenant

Your rights as a tenant come from the Residential Tenancies Act 2004, the Housing Regulations on minimum standards and from any written or oral agreement with the landlord. They include that:

- The rented accommodation must be in good condition. e.g. structurally sound, availability of hot/cold water, adequate heating, appliances in working order, electricity and gas supply in good repair.
- The tenant must have privacy. Landlords can only enter the rented accommodation with your permission unless it is an emergency.
- Tenants must have a rent book, written contract or lease with the landlord.
- Tenants must be informed of an increase to their rent. For private rented tenancies, a rent increase can only occur once every two years in accordance with the current market rent and a 90 day written notice must be given. For approved housing body tenancies rent reviews are determined by each tenancy agreement. If there is no provision in the tenancy agreement for a rent review, then rent can only be reviewed once every 12 months. The Act does not provide for a notice period but does state that notice to the tenant must be given "as soon as practicable".
- Tenants must be able to contact their landlords at any reasonable time.
- Tenants must be reimbursed by the Landlord for any repairs they have carried out on the accommodation. If the damage is beyond normal wear and tear then it is the tenant's responsibility to pay.
- Tenants must be given valid notice before termination of the tenancy.
- Tenants can refer disputes to the Residential Tenancies Board (RTB). For further information see section "RTB Dispute Resolution Service" or visit our website at www.rtb.ie

Your responsibilities as a tenant

- Pay your rent in full and on time.
- Maintain the property in good order and inform the landlord when repairs are needed, allowing him/her or others access for this.
- Do not engage in any activities that may harm the property e.g. drying clothes inside the accommodation without proper ventilation, as this may cause damp to spread.
- Allow the landlord to do routine inspections of the property.
- Inform the landlord of who is living in the property.
- Avoid causing damage, nuisance or breaking the law.
- Comply with the terms of the tenancy agreement whether written or verbal.
- Give the landlord valid notice before termination of the tenancy.
- Keep a record of all repairs, payments and dealings with the landlord.
- Not to do anything that could affect the landlord's insurance premium on the dwelling.

Paying for services

Gas, electricity, phone and rubbish collection are examples of charges that will arise when renting accommodation. When the tenant pays for these it should be written into the rent book or all receipts kept as proof of payment. If electricity and gas coin meters are used then they should be set at the standard rate. If the tenant suspects that the rate is too high then they should contact the relevant service provider e.g. ESB.

Insurance for your possessions

It is your responsibility to get contents insurance to protect your personal belongings.

The landlord must insure the property but this usually only covers damage to the structure – the bricks and mortar.

How often can the rent be reviewed?

For private rented sector tenants, landlords can increase your rent only once every two years (unless there has been a substantial change to the accommodation). 90 days written notice of any change in the rent must be given.

For private rented sector tenants, each time the rent is set it must be in line with the current market rent.

For Approved Housing Body Tenancies, rent reviews are determined by each tenancy agreement. If there is no provision in the tenancy agreement for a rent review, then rent can only be reviewed once every 12 months. The Act does not provide for a notice period but does state that notice to the tenant must be given "as soon as practicable".

A dispute in relation to a rental increase must be referred to the RTB before the date the new rent takes effect, or no later than 28 days from the receipt by the tenant of the notice, whichever is the later. **3**

Termination of a tenancy by the landlord

Valid notice (see section 62 of the act)

In order to be valid, a notice of termination must:

- Be in writing.
- Be signed by the landlord or his or her authorised agent or, as appropriate, the tenant.
- Specify the date of service.
- State the reason for termination (where the tenancy has lasted for more than 6 months or is a fixed term tenancy).
- Specify the termination date and also that the tenant has the whole of the 24 hours of this date to vacate possession.
- State that any issue as to the validity of the notice or the right of the landlord to serve it must be referred to the Residential Tenancies Board within 28 days from the receipt of the notice.

Notice periods for the termination of a tenancy by the landlord

The minimum notice period to terminate a tenant's tenancy is determined by the duration of the tenancy and is set out in the Act as per the table below.

The terms of a letting agreement in place may provide for greater periods of notice to be given to the tenant. This table applies where the termination is **not** due to breach of tenant obligations.

Duration of Tenancy	Landlord Notice Period
Less than 6 months	28 days
6 months or more but less than a year	35 days
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5 years or more but less than 6 years	140 days
6 years or more but less than 7 years	168 days
7 years or more but less than 8 years	196 days
8 or more years	224 days

It is also possible for the landlord and tenant to agree a shorter period of notice, but this can only be agreed at the time the notice is given (see section 69 of the Act).

Reasons to be given in the notice (see section 34 of the act)

In general, where a tenancy has lasted more than 6 months and less than 4 years, the reason for the termination must be stated in the notice and the termination will not be valid unless that reason relates to one of the following:

- The tenant has failed to comply with the obligations of the tenancy (having first been notified of the failure and given an opportunity to remedy it).
- The landlord intends to sell the dwelling within the next 3 months. NB - The notice *must* include a statutory declaration stating the landlords intention to sell.
- The dwelling is no longer suited to the needs of the occupying household. NB - The notice *must* include a statement outlining why the dwelling is no longer suitable for the needs of the tenant(s) (*this reason is not applicable to Approved Housing Bodies*).
- The landlord requires the dwelling for own or family member occupation. NB - the notice *must* include a statutory declaration stating that the landlord requires the dwelling for their own or their family's use (*this reason is not applicable to Approved Housing Bodies*)*.
- Vacant possession is required for substantial refurbishment of the dwelling. NB - The notice *must* include a written statement specifying the nature of the intended works to be carried out and planning permission, if relevant. Where planning permission is not required, the notice must include a written statement confirming the name of the contractor employed to carry out the refurbishment, and the dates and proposed duration of the works*.
- The landlord intends to change the use of the dwelling. NB - The notice *must* include a written statement specifying the nature of the intended use and a copy of any planning permission obtained, if relevant. This written statement must specify any works to be carried out in respect of the change of use and specify the details of those works, the name of the contractor employed to carry out the works, and the dates and proposed duration of the works.*

**For these grounds, the termination notice must contain certain additional details as specified in the Act relating to the tenant being given first refusal to resume the tenancy should the dwelling become available for re-letting.*

Please visit our website www.rtb.ie for sample notices of termination.

Termination for breach of tenancy obligations (see section 67 of the act)

If the breach concerns non payment of rent in relation to a tenancy of 6 months or more, a notice must be served by the landlord informing the tenant that an amount of rent is due and giving 14 days to pay those rent arrears. If the tenant fails to pay the rent due within 14 days of receipt of the notice, the landlord may serve a valid notice of termination giving 28 days notice.

Termination of fixed term tenancy by the landlord

A fixed term tenancy should last for its duration and should only be terminated if:

- The tenant or landlord has breached one of the conditions of the lease and/or their obligations under the Act.
- The landlord has refused a request by the tenant for subletting or assignment of the lease, allowing the tenant to serve a notice (see section 186 of the Act). This does not apply to approved housing body tenancies.
- There are provisions incorporated into the agreement allowing for early termination. Generally, the reasons under section 34 are not valid grounds for terminating a fixed term tenancy. They can only be used if they have been incorporated as conditions in the fixed term letting agreement.

Regardless of the duration of the letting, the notice of Termination must specify the reason for the termination.

If the reason is for arrears of rent, then the 14 day warning letter above must still be sent in advance of the 28 day notice.

If the tenancy is being terminated for a breach of tenant obligations other than arrears of rent, the breach must be specified as a reason in the warning notice and the 28 days' notice given.

Tenant notifying a landlord of end of tenancy

Notice Validity and Notice Periods

The same criteria for the notice content apply if a tenant is serving it on the landlord, however no reason needs to be stated if terminating for reasons other than breach of landlord obligations. The longest notice period that needs to be given is 112 days as per table below.

Duration of Tenancy	Tenant Notice Period
Less than 6 months	28 days
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2 years or more but less than 4 years	56 days
4 years or more but less than 8 years	84 days
8 or more years	112 days

It is also possible for the landlord and tenant to agree a shorter period of notice, but this can only be agreed at the time the notice is given (see section 69 of the Act).

Please note the first day of a period of notice is the day after service. Therefore if the Notice is served on a Monday the period of Notice is calculated from the Tuesday. Whilst not a specific requirement under the Act, it may be prudent to give an additional couple of days notice to ensure that the party receives the required notice periods.

Termination for breach of Landlord obligations (see section 68 of the act)

A tenant may give 28 days notice owing to a landlord's breach of his/her obligations under the Act/letting agreement, regardless of the length of the tenancy. However, the tenant will have to notify the landlord of the failure to comply with his/her obligations in writing, allowing reasonable time for the landlord to remedy the failure. If the situation is not remedied within this time, the 28 day notice may be served.

If the landlord's behaviour is such that it poses imminent danger of death or serious injury or imminent danger to the fabric of the dwelling, then a 7 day notice may be served. No prior notice needs to be served in this situation.

Termination of a fixed term tenancy by the tenant

The same considerations apply here as for termination by the tenant above. However, the tenant must give prior warning of the failure by the landlord to comply with tenancy obligations with a reasonable period to remedy this. If the failure persists outside this period, then the 28 day notice may be served.

The following paragraph applies to private rented tenancies only.

If the landlord refuses consent to a request to assign or sublet the tenancy, section 186 of the Act will apply and a notice of Termination may be served by the tenant. The notice should specify the reason and give the appropriate period of notice required to be given by a tenant as per the table in this section.

Getting back your deposit

When the tenancy ends, you are entitled to a return of your deposit from the landlord. The landlord may deduct the cost of rent arrears, any outstanding taxes/charges or the cost of damage in excess of normal wear and tear to the accommodation. If you have not given sufficient notice resulting in a loss to the landlord, you may not be entitled to all of your deposit back.

Tips to avoid being unfairly blamed for damaging the property

- ✓ On arrival, take note of any damage to the property.
- ✓ Check the inventory of items to see if everything is accounted for.
- ✓ Photograph the property as a record of its condition.
- ✓ Once you have done these things, both parties should confirm their accuracy so that neither one can claim otherwise at a later date.

If you feel that the landlord has unfairly retained your deposit, you can report this to the RTB. The RTB have replaced the courts in the majority of cases between landlords and tenants. Please see information under heading "What do I do if I am in dispute with my landlord?".

What do I do if I am in dispute with my landlord?

If a problem does arise, try to first settle your differences directly with the landlord.

If you feel that your rights have been infringed get advice from:

- Citizens Information Centre.
- Threshold National Housing Organisation (www.threshold.ie).

If you are unable to resolve the dispute then you may have to take your case to the RTB. There are limits to the letting situations where the RTB may become involved. The following do not come under the remit of the RTB:

- You are a tenant in local authority housing.
- You live with your landlord under the “rent a room scheme”.
- You live with the spouse, parent or child of the landlord and there is no written letting agreement in place.
- You are on the premises as part of a holiday letting agreement.

For full details on exemptions, please see section 3 of the Act or contact Threshold for further details.

RTB Dispute Resolution Service

The RTB provide the following options for dispute resolution:

Mediation:

Mediation is a fast and free service where an independent mediator facilitates the parties in coming to an agreement.

Adjudication:

Adjudication is where an independent adjudicator accepts evidence from both parties at a hearing and will make a binding decision. The fee for adjudication is €15 online application or €25 paper application”.

If you are unhappy with the outcome you can refer your case to a tenancy tribunal.

The maximum amount of damages that can be awarded to a party in dispute is €20,000. Please refer to our website www.rtb.ie for further information.

Disclaimer

This document is a brief summary of the more common issues for landlords and tenants. It is not intended to be a comprehensive guide to, nor a legal interpretation of, the Residential Tenancies Act 2004 (“the Act”)



Po Box 47
Clonakilty
Co. Cork
Tel: 0818 30 30 37
Fax: 0818 30 30 39

www.rtb.ie

Part 2

Name and Address

This letter is important and should be kept in a safe place.

Dear Tenant,

Your Registered Tenancy (RT) Number is: **[Insert number]**

(Please quote this reference in all future communications with the Residential Tenancies Board)

It is the responsibility of landlords to register residential tenancies with the Residential Tenancies Board (RTB) formally known as the Private Residential Tenancies Board (PRTB) under the Residential Tenancies Act, 2004. I wish to inform you that your landlord has registered your tenancy which commenced on **[Insert date of commencement]** with the RTB.

Section 132 of the Residential Tenancies Act 2004 provides that either party to a tenancy may request a copy of the entry in the Register of Tenancies. This application must be made in writing. Please note that the PRTB will request such information as is considered necessary to confirm the identity of the person making an application under section 132.

This letter does not constitute proof of the tenancy or the terms thereof but is merely a confirmation that the tenancy has been registered on foot of the registration particulars provided.

Enclosed with this letter is a guide titled "How to be a Good Tenant/Good Landlord". The RTB would encourage you to read this guide and inform yourself of your rights, responsibilities and obligations. It is also a useful reference throughout the tenancy should any issues arise. Tenants are encouraged to resolve disputes directly with their landlord if issues arise. If this is not possible, a tenant may be entitled to refer a dispute to the Board under section 78 of the Residential Tenancies Act, 2004, relating to, for example:

- Rent set under a tenancy or in respect of the rent determined on foot of a review,
- Validity of Notice of Termination,
- Retention of deposit by landlord at end of tenancy,
- Failure by landlord to maintain or repair property or comply with terms of lease.

Note: Details in relation to the Tenancy may be disclosed to the Revenue Commissioners under section 147A of the Residential Tenancies Act 2004.

Being a Good Landlord

What is a landlord?

A landlord is the owner of a property or an Approved Housing Body who leases or rents it to another person. The person who rents the property is a tenant. The agreement between the landlord and the tenant is a tenancy

May 2016

Your rights as a landlord

Under the Residential Tenancies Act 2004, landlords have the right to:

- Set the rent, once every two years, according to the current market rent. This does not apply to Approved Housing Body landlords.
- Receive the rent from a tenant on the date it is due.
- Pay any charges related to the property e.g. taxes and duties.
- End the tenancy without reason within the first six months of the lease agreement. However, special care should be taken when dealing with fixed term tenancies as a reason will always have to be given. (please see the note on fixed term tenancies on the website at www.rtb.ie).
- Be informed of who is living in the property.
- Decide whether to allow sub-letting by the tenant. This does not apply to Approved Housing Body Landlords.
- Be informed of any repairs needed and be granted reasonable access to fix them.
- Refer disputes to the Residential Tenancies Board (RTB) once the tenancy is registered via post or online at www.rtb.ie

Your obligations as a landlord

By Law, a landlord cannot refuse to rent property to any prospective tenant because of their gender, marital status, family status, sexual orientation, religion, age, disability, race, receipt of payment under the Social Welfare Acts or membership of the travelling community.

You must:

- Register your tenancy. You can register online at www.rtb.ie or alternatively you can contact 0818 30 30 37 to request a paper application form be posted to you.
- Provide your tenant with a rent book and receipts of payment where requested.
- Make sure that your property is in good condition.
- Maintain the property to the standard it was at the start of the tenancy.
- Reimburse the tenants for any repairs carried out on the structure.
- Insure the property.
- Provide your tenant with your contact information, and the contact details of any agent who deals on your behalf.
- Give tenants a written notice of termination of tenancy. There is a sample notice available on the RTB website www.rtb.ie
- Return Deposit to your tenant at the end of the tenancy unless lawfully withheld.
- Give tenants notice of any impending inspections of the property.
- Ensure that refuse storage facilities are available to the tenant(s).

What records must be kept of the contents of the accommodation?

The landlord should record details in the rent book or in the letting agreement of all furnishings and appliances in the accommodation. It is advisable to also record their condition to help prevent disputes in the future about damaged or broken items.

Taking photographic evidence of the property and its contents before the tenant moves in may assist in preventing disputes as to damage and or broken items. Such photographs may be used as evidence in any dispute.

How often can the rent be reviewed?

The rent can only be reviewed once every two years (unless there has been substantial change to the accommodation) following at least 90 days written notice of the change in rent. Remember, each time the rent is set it must be in line with the current market rent.

Please note that a dispute may be referred to the Board of the RTB in relation to the rent review.

For Approved Housing Body Tenancies, rent reviews are determined by each tenancy agreement. If there is no provision in the tenancy agreement for a rent review, then rent can only be reviewed once every 12 months. The Act does not provide for a notice period but does state that notice to the tenant must be given "as soon as practicable".

What rights do you have to access your property?

Once a tenant occupies the property, a landlord is only allowed to enter the property with the tenant's permission or in an emergency. If repairs or an inspection need to be carried out on the premises then the landlord must make a prior arrangement with the tenant to gain access.

What standards must your accommodation meet?

By law, rented property must be of a minimum standard as set out in The Housing (Standards for Rented Houses) Regulations 2008 and the Housing (Standards for Rented Houses) (Amendment) Regulations 2009. If the property does not comply with these standards, then you, as landlord, could be prosecuted. Local authorities are responsible for enforcing these standards and carry out regular inspections of rented accommodation.

Some examples of minimum standards include:

- The building must be free from damp and in good structural repair.
- Hot and cold water available to the tenant.
- Adequate heating and ventilation of the building.
- All appliances provided in good working order.
- Electrical wiring, gas and water pipes all should be in good repair.
- Provide a 4 ring hob, oven and grill, fridge and freezer or fridge-freezer and microwave oven. Provide cooking preparation, storage of food and laundry facilities. (This does not apply to Approved Housing Body tenancies).
- Provide a fire blanket and fire alarms.
- Have access to refuse storage facilities.

Further details of what standards you need to comply with when renting accommodation, are available on the RTB website.

What taxes must be paid on the rent you receive?

All landlords must pay tax on any rental income received. The Revenue Commissioners operate a self-assessment system for tax on rental income. Landlords, if not already registered for self-assessment may need to do so by completing the Revenue's Form TR1. Certain expenses can be deducted from the tax payable and details of these are outlined in the Revenue Commissioners website www.revenue.ie.

Termination of a tenancy by the landlord

Valid notice (see section 62 of the act)

In order to be valid, a notice of termination must:

- Be in writing.
- Be signed by the landlord or his or her authorised agent or, as appropriate, the tenant.
- Specify the date of service.
- State the reason for termination (where the tenancy has lasted for more than 6 months or is a fixed term tenancy).
- Specify the termination date and also that the tenant has the whole of the 24 hours of this date to vacate possession.
- State that any issue as to the validity of the notice or the right of the landlord to serve it must be referred to the Residential Tenancies Board within 28 days from the receipt of the notice.

Notice periods for the termination of a tenancy by the landlord

The minimum notice period to terminate a tenant's tenancy is determined by the duration of the tenancy and is set out in the Act as per the table below.

The terms of a letting agreement in place may provide for greater periods of notice to be given to the tenant. This table applies where the termination is **not** due to breach of tenant obligations.

Duration of Tenancy	Landlord Notice Period
Less than 6 months	28 days
6 months or more but less than a year	35 days
1 year or more but less than 2 years	42 days
2 years or more but less than 3 years	56 days
3 years or more but less than 4 years	84 days
4 years or more but less than 5 years	112 days
5 years or more but less than 6 years	140 days
6 years or more but less than 7 years	168 days
7 years or more but less than 8 years	196 days
8 or more years	224 days

It is also possible for the landlord and tenant to agree a shorter period of notice, but this can only be agreed at the time the notice is given (see section 69 of the Act).

Reasons to be given in the notice (see section 34 of the act)

In general, where a tenancy has lasted more than 6 months and less than 4 years, the reason for the termination must be stated in the notice and the termination will not be valid unless that reason relates to one of the following:

- The tenant has failed to comply with the obligations of the tenancy (having first been notified of the failure and given an opportunity to remedy it).
- The landlord intends to sell the dwelling within the next 3 months.

4 NB - The notice *must* include a statutory declaration stating the landlords intention to sell.

- The dwelling is no longer suited to the needs of the occupying household. NB - The notice *must* include a statement outlining why the dwelling is no longer suitable for the needs of the tenant(s) (*this reason is not applicable to Approved Housing Bodies*).
- The landlord requires the dwelling for own or family member occupation. NB - the notice must include a statutory declaration stating that the landlord requires the dwelling for their own or their family's use (*this reason is not applicable to Approved Housing Bodies*)*.
- Vacant possession is required for substantial refurbishment of the dwelling. NB - The notice *must* include a written statement specifying the nature of the intended works to be carried out and planning permission, if relevant. Where planning permission is not required, the notice must include a written statement confirming the name of the contractor employed to carry out the refurbishment, and the dates and proposed duration of the works*.
- The landlord intends to change the use of the dwelling. NB - The notice *must* include a written statement specifying the nature of the intended use and a copy of any planning permission obtained, if relevant. This written statement must specify any works to be carried out in respect of the change of use and specify the details of those works, the name of the contractor employed to carry out the works, and the dates and proposed duration of the works.*

**For these grounds, the termination notice must contain certain additional details as specified in the Act relating to the tenant being given first refusal to resume the tenancy should the dwelling become available for re-letting.*

Please visit our website www.rtb.ie for sample notices of termination.

Termination for breach of tenancy obligations (see section 67 of the act)

If the breach concerns non payment of rent in relation to a tenancy of 6 months or more, a notice must be served informing the tenant that an amount of rent is due and giving 14 days to pay those rent arrears. If the tenant fails to pay the rent due within 14 days of receipt of the notice the landlord may serve a valid notice of termination giving 28 days notice. Please note the first day of a period of notice is the day after service. Therefore if the Notice is served on a Monday the period of Notice is calculated from the Tuesday. Whilst not a specific requirement under the Act, it may be prudent to give an additional couple of days notice to ensure that the party receives the required notice periods.

Termination of fixed term tenancy by the landlord

A fixed term tenancy should last for its duration and should only be terminated if:

- The tenant or landlord has breached one of the conditions of the lease and/or their obligations under the Act.
- The landlord has refused a request by the tenant for subletting or assignment of the lease, allowing the tenant to serve a notice (see section 186 of the Act) (Does not apply to Approved Housing Bodies).

- There are provisions incorporated into the agreement allowing for early termination. Generally, the reasons under section 34 are not valid grounds for terminating a fixed term tenancy. They can only be used if they have been incorporated as conditions in the fixed term letting agreement.

Regardless of the duration of the letting, the notice of Termination must specify the reason for the termination.

If the reason is for arrears of rent, then the 14 day warning letter above must still be sent in advance of the 28 day notice.

If the tenancy is being terminated for a breach of tenant obligations other than arrears of rent, the breach must be specified as a reason in the warning notice and the 28 days' notice given.

Tenant notifying a landlord of the end of the tenancy

Notice Validity and Notice Periods

The same criteria for the notice content apply if a tenant is serving it on the landlord, however no reason needs to be stated if terminating for reasons other than breach of landlord obligations. The longest notice period that needs to be given is 112 days as per table below.

Duration of Tenancy	Tenant Notice Period
Less than 6 months	28 days
6 months or more but less than a year	35 days
1 year or more but less than 2 years	42 days
2 years or more but less than 4 years	56 days
4 years or more but less than 8 years	84 days
8 or more years	112 days

It is also possible for the landlord and tenant to agree a shorter period of notice, but this can only be agreed at the time the notice is given (see section 69 of the Act).

Termination for breach of landlord obligations (see section 68 of the act)

A tenant may give 28 days notice owing to a landlord's breach of his/her obligations under the Act/letting agreement, regardless of the length of the tenancy. However, the tenant will have to notify the landlord of the failure to comply with his/her obligations in writing, allowing reasonable time for the landlord to remedy the failure. If the situation is not remedied within this time, the notice may be served.

If the landlord's behaviour is such that it poses imminent danger of death or serious injury or imminent danger to the fabric of the dwelling, then a 7 day notice may be served. No prior notice needs to be served in this situation.

Termination of a fixed term tenancy by the tenant

The same considerations apply here as for termination by the landlord above. However, the tenant must give prior warning of the failure by the landlord to comply with tenancy obligations with a reasonable period to remedy this. If the failure persists outside this period, then the 28 day notice may be served.

The paragraph below does not apply to Approved Housing Body Tenancies.

If the landlord refuses consent to a request to assign or sublet the tenancy, section 186 of the Act will apply and a notice of Termination may be served by the tenant. The notice should specify the reason and give the appropriate period of notice required to be given by a tenant as per the table in this section.

What to do at the end of the tenancy

Tenancies are lawfully terminated either on expiry of the fixed term or for breach of the letting conditions, or for periodic tenancies, upon the expiry of a valid notice of termination, subject to a dispute re validity of the notice or over-holding being referred to the Board.

When the tenancy is due to terminate you should:

- Arrange a time with the tenant for a final inspection of the dwelling.
- You may wish to arrange a prior inspection before the notice period expires to identify any issues (such as damage/breakages) the tenant may need to address before the tenancy ends; and then on the day of termination carry out a final inspection
- If an inventory/condition report on the dwelling was provided to the tenant at the commencement of the tenancy, you should go through this with the tenant and indicate any damage/breakages over and above normal wear and tear.
- If the dwelling is not in a reasonably clean and tidy condition then you should agree with the tenant how the cleaning is to be done; the tenant can undertake to carry out the cleaning or you can undertake this and the cost to be deducted from the deposit.
- Seek confirmation that the tenant will close any accounts with utilities, such as ESB, Gas etc., on leaving.
- If possible seek the tenant's new address and new telephone number (so you can forward any correspondence).
- Arrange for the return of the keys and the refund of the deposit.

Paying back a deposit to a tenant

When the tenancy ends, you are obliged to return the deposit to your tenant. A landlord may withhold a deposit, partially or in total, from a tenant if any of the following have occurred:

- Your tenant has not given proper notice of termination of the tenancy resulting in loss.
- Your tenant left outstanding bills or rent when leaving the accommodation.
- Your tenant has damaged the accommodation beyond normal wear and tear.
- You should note that there is a general duty on the landlord to mitigate any losses.

Avoiding disputes with tenants

The following checklist may help you to avoid or at least minimise disputes with tenants::

- ✓ Check prospective tenants' references before renting out the accommodation.
- ✓ When accepting deposits, provide a receipt for the tenant.
- ✓ If a lease agreement is used, give a copy to the tenant and explain the contents.
- ✓ Create a list of the contents and condition of all items in the property and get the tenant to sign this to confirm their agreement.
- ✓ Show new tenants around the property and make sure they know how the appliances work and are familiar with the arrangements for disposing of the household and garden rubbish.
- ✓ Provide a rent book for the tenant and make sure that all payments are recorded in it whether rent or other charges, if there is no written lease.
- ✓ Every three months, ask the tenant if everything is satisfactory and if so, have them to sign a statement confirming this, dated accordingly.
- ✓ If a tenant reports a problem, deal with it as soon as possible and give them regular updates about the efforts you are making to resolve it.

If a problem does arise, first try to settle differences directly with the tenant.

If you need further advice contact a local Citizens Information Centre (check phone book for local contact details).

If you are unable to resolve the dispute then you may have to take your case to the RTB (www.rtb.ie)

RTB Dispute Resolution Service

The RTB provide the following options for dispute resolution:

Mediation:

Mediation is a fast and free service where an independent mediator facilitates the parties in coming to an agreement.

Adjudication:

Adjudication is where an independent adjudicator accepts evidence from both parties at a hearing and will make a binding decision. The fee for adjudication is €15 online application or €25 paper application.

If you are unhappy with the outcome you can refer your case to a tenancy tribunal.

The maximum amount of damages that can be awarded to a party in dispute is €20,000. Please refer to our website www.rtb.ie for further information.

Disclaimer

This document is a brief summary of the more common issues for landlords and tenants. It is not intended to be a comprehensive guide to, nor a legal interpretation of, the Residential Tenancies Act 2004 ("the Act")



Being a Good Tenant

What is a tenant?

Generally speaking, a tenant is any person who rents accommodation from a landlord.

May 2016

What should you look for in rented accommodation?

Before renting accommodation you should make sure that it is suitable for your needs, for instance:

- Is the property secure and of good quality?
- Does it meet your size, location and other requirements?
- Will you be able to afford the rent along with any extra expenses? e.g. regular bills for gas, electricity etc.
- Are there any signs of dampness in the property?
- Are all appliances and facilities in working order?
- Check whose responsibility is it to pay for waste disposal charges.
- Check how much is the deposit and the conditions of its return to you.

Before making up your mind to rent a property and giving a deposit on the accommodation, try to first view other properties in the area. This will help you decide what type of property is best for you and give you an idea about local rents.

Your rights as a tenant

Your rights as a tenant come from the Residential Tenancies Act 2004, the Housing Regulations on minimum standards and from any written or oral agreement with the landlord. They include that:

- The rented accommodation must be in good condition. e.g. structurally sound, availability of hot/cold water, adequate heating, appliances in working order, electricity and gas supply in good repair.
- The tenant must have privacy. Landlords can only enter the rented accommodation with your permission unless it is an emergency.
- Tenants must have a rent book, written contract or lease with the landlord.
- Tenants must be informed of an increase to their rent. For private rented tenancies, a rent increase can only occur once every two years in accordance with the current market rent and a 90 day written notice must be given. For approved housing body tenancies rent reviews are determined by each tenancy agreement. If there is no provision in the tenancy agreement for a rent review, then rent can only be reviewed once every 12 months. The Act does not provide for a notice period but does state that notice to the tenant must be given "as soon as practicable".
- Tenants must be able to contact their landlords at any reasonable time.
- Tenants must be reimbursed by the Landlord for any repairs they have carried out on the accommodation. If the damage is beyond normal wear and tear then it is the tenant's responsibility to pay.
- Tenants must be given valid notice before termination of the tenancy.
- Tenants can refer disputes to the Residential Tenancies Board (RTB). For further information see section "RTB Dispute Resolution Service" or visit our website at www.rtb.ie

Your responsibilities as a tenant

- Pay your rent in full and on time.
- Maintain the property in good order and inform the landlord when repairs are needed, allowing him/her or others access for this.
- Do not engage in any activities that may harm the property e.g. drying clothes inside the accommodation without proper ventilation, as this may cause damp to spread.
- Allow the landlord to do routine inspections of the property.
- Inform the landlord of who is living in the property.
- Avoid causing damage, nuisance or breaking the law.
- Comply with the terms of the tenancy agreement whether written or verbal.
- Give the landlord valid notice before termination of the tenancy.
- Keep a record of all repairs, payments and dealings with the landlord.
- Not to do anything that could affect the landlord's insurance premium on the dwelling.

Paying for services

Gas, electricity, phone and rubbish collection are examples of charges that will arise when renting accommodation. When the tenant pays for these it should be written into the rent book or all receipts kept as proof of payment. If electricity and gas coin meters are used then they should be set at the standard rate. If the tenant suspects that the rate is too high then they should contact the relevant service provider e.g. ESB.

Insurance for your possessions

It is your responsibility to get contents insurance to protect your personal belongings.

The landlord must insure the property but this usually only covers damage to the structure – the bricks and mortar.

How often can the rent be reviewed?

For private rented sector tenants, landlords can increase your rent only once every two years (unless there has been a substantial change to the accommodation). 90 days written notice of any change in the rent must be given.

For private rented sector tenants, each time the rent is set it must be in line with the current market rent.

For Approved Housing Body Tenancies, rent reviews are determined by each tenancy agreement. If there is no provision in the tenancy agreement for a rent review, then rent can only be reviewed once every 12 months. The Act does not provide for a notice period but does state that notice to the tenant must be given "as soon as practicable".

A dispute in relation to a rental increase must be referred to the RTB before the date the new rent takes effect, or no later than 28 days from the receipt by the tenant of the notice, whichever is the later. **3**

Termination of a tenancy by the landlord

Valid notice (see section 62 of the act)

In order to be valid, a notice of termination must:

- Be in writing.
- Be signed by the landlord or his or her authorised agent or, as appropriate, the tenant.
- Specify the date of service.
- State the reason for termination (where the tenancy has lasted for more than 6 months or is a fixed term tenancy).
- Specify the termination date and also that the tenant has the whole of the 24 hours of this date to vacate possession.
- State that any issue as to the validity of the notice or the right of the landlord to serve it must be referred to the Residential Tenancies Board within 28 days from the receipt of the notice.

Notice periods for the termination of a tenancy by the landlord

The minimum notice period to terminate a tenant's tenancy is determined by the duration of the tenancy and is set out in the Act as per the table below.

The terms of a letting agreement in place may provide for greater periods of notice to be given to the tenant. This table applies where the termination is **not** due to breach of tenant obligations.

Duration of Tenancy	Landlord Notice Period
Less than 6 months	28 days
6 months or more but less than a year	35 days
1 year or more but less than 2 years	42 days
2 years or more but less than 3 years	56 days
3 years or more but less than 4 years	84 days
4 years or more but less than 5 years	112 days
5 years or more but less than 6 years	140 days
6 years or more but less than 7 years	168 days
7 years or more but less than 8 years	196 days
8 or more years	224 days

It is also possible for the landlord and tenant to agree a shorter period of notice, but this can only be agreed at the time the notice is given (see section 69 of the Act).

Reasons to be given in the notice (see section 34 of the act)

In general, where a tenancy has lasted more than 6 months and less than 4 years, the reason for the termination must be stated in the notice and the termination will not be valid unless that reason relates to one of the following:

- The tenant has failed to comply with the obligations of the tenancy (having first been notified of the failure and given an opportunity to remedy it).
- The landlord intends to sell the dwelling within the next 3 months. NB - The notice *must* include a statutory declaration stating the landlords intention to sell.
- The dwelling is no longer suited to the needs of the occupying household. NB - The notice *must* include a statement outlining why the dwelling is no longer suitable for the needs of the tenant(s) (*this reason is not applicable to Approved Housing Bodies*).
- The landlord requires the dwelling for own or family member occupation. NB - the notice *must* include a statutory declaration stating that the landlord requires the dwelling for their own or their family's use (*this reason is not applicable to Approved Housing Bodies*)*.
- Vacant possession is required for substantial refurbishment of the dwelling. NB - The notice *must* include a written statement specifying the nature of the intended works to be carried out and planning permission, if relevant. Where planning permission is not required, the notice must include a written statement confirming the name of the contractor employed to carry out the refurbishment, and the dates and proposed duration of the works*.
- The landlord intends to change the use of the dwelling. NB - The notice *must* include a written statement specifying the nature of the intended use and a copy of any planning permission obtained, if relevant. This written statement must specify any works to be carried out in respect of the change of use and specify the details of those works, the name of the contractor employed to carry out the works, and the dates and proposed duration of the works.*

**For these grounds, the termination notice must contain certain additional details as specified in the Act relating to the tenant being given first refusal to resume the tenancy should the dwelling become available for re-letting.*

Please visit our website www.rtb.ie for sample notices of termination.

Termination for breach of tenancy obligations (see section 67 of the act)

If the breach concerns non payment of rent in relation to a tenancy of 6 months or more, a notice must be served by the landlord informing the tenant that an amount of rent is due and giving 14 days to pay those rent arrears. If the tenant fails to pay the rent due within 14 days of receipt of the notice, the landlord may serve a valid notice of termination giving 28 days notice.

Termination of fixed term tenancy by the landlord

A fixed term tenancy should last for its duration and should only be terminated if:

- The tenant or landlord has breached one of the conditions of the lease and/or their obligations under the Act.
- The landlord has refused a request by the tenant for subletting or assignment of the lease, allowing the tenant to serve a notice (see section 186 of the Act). This does not apply to approved housing body tenancies.
- There are provisions incorporated into the agreement allowing for early termination. Generally, the reasons under section 34 are not valid grounds for terminating a fixed term tenancy. They can only be used if they have been incorporated as conditions in the fixed term letting agreement.

Regardless of the duration of the letting, the notice of Termination must specify the reason for the termination.

If the reason is for arrears of rent, then the 14 day warning letter above must still be sent in advance of the 28 day notice.

If the tenancy is being terminated for a breach of tenant obligations other than arrears of rent, the breach must be specified as a reason in the warning notice and the 28 days' notice given.

Tenant notifying a landlord of end of tenancy

Notice Validity and Notice Periods

The same criteria for the notice content apply if a tenant is serving it on the landlord, however no reason needs to be stated if terminating for reasons other than breach of landlord obligations. The longest notice period that needs to be given is 112 days as per table below.

Duration of Tenancy	Tenant Notice Period
Less than 6 months	28 days
6 months or more but less than a year	35 days
1 year or more but less than 2 years	42 days
2 years or more but less than 4 years	56 days
4 years or more but less than 8 years	84 days
8 or more years	112 days

It is also possible for the landlord and tenant to agree a shorter period of notice, but this can only be agreed at the time the notice is given (see section 69 of the Act).

Please note the first day of a period of notice is the day after service. Therefore if the Notice is served on a Monday the period of Notice is calculated from the Tuesday. Whilst not a specific requirement under the Act, it may be prudent to give an additional couple of days notice to ensure that the party receives the required notice periods.

Termination for breach of Landlord obligations (see section 68 of the act)

A tenant may give 28 days notice owing to a landlord's breach of his/her obligations under the Act/letting agreement, regardless of the length of the tenancy. However, the tenant will have to notify the landlord of the failure to comply with his/her obligations in writing, allowing reasonable time for the landlord to remedy the failure. If the situation is not remedied within this time, the 28 day notice may be served.

If the landlord's behaviour is such that it poses imminent danger of death or serious injury or imminent danger to the fabric of the dwelling, then a 7 day notice may be served. No prior notice needs to be served in this situation.

Termination of a fixed term tenancy by the tenant

The same considerations apply here as for termination by the tenant above. However, the tenant must give prior warning of the failure by the landlord to comply with tenancy obligations with a reasonable period to remedy this. If the failure persists outside this period, then the 28 day notice may be served.

The following paragraph applies to private rented tenancies only.

If the landlord refuses consent to a request to assign or sublet the tenancy, section 186 of the Act will apply and a notice of Termination may be served by the tenant. The notice should specify the reason and give the appropriate period of notice required to be given by a tenant as per the table in this section.

Getting back your deposit

When the tenancy ends, you are entitled to a return of your deposit from the landlord. The landlord may deduct the cost of rent arrears, any outstanding taxes/charges or the cost of damage in excess of normal wear and tear to the accommodation. If you have not given sufficient notice resulting in a loss to the landlord, you may not be entitled to all of your deposit back.

Tips to avoid being unfairly blamed for damaging the property

- ✓ On arrival, take note of any damage to the property.
- ✓ Check the inventory of items to see if everything is accounted for.
- ✓ Photograph the property as a record of its condition.
- ✓ Once you have done these things, both parties should confirm their accuracy so that neither one can claim otherwise at a later date.

If you feel that the landlord has unfairly retained your deposit, you can report this to the RTB. The RTB have replaced the courts in the majority of cases between landlords and tenants. Please see information under heading "What do I do if I am in dispute with my landlord?".

What do I do if I am in dispute with my landlord?

If a problem does arise, try to first settle your differences directly with the landlord.

If you feel that your rights have been infringed get advice from:

- Citizens Information Centre.
- Threshold National Housing Organisation (www.threshold.ie).

If you are unable to resolve the dispute then you may have to take your case to the RTB. There are limits to the letting situations where the RTB may become involved. The following do not come under the remit of the RTB:

- You are a tenant in local authority housing.
- You live with your landlord under the “rent a room scheme”.
- You live with the spouse, parent or child of the landlord and there is no written letting agreement in place.
- You are on the premises as part of a holiday letting agreement.

For full details on exemptions, please see section 3 of the Act or contact Threshold for further details.

RTB Dispute Resolution Service

The RTB provide the following options for dispute resolution:

Mediation:

Mediation is a fast and free service where an independent mediator facilitates the parties in coming to an agreement.

Adjudication:

Adjudication is where an independent adjudicator accepts evidence from both parties at a hearing and will make a binding decision. The fee for adjudication is €15 online application or €25 paper application”.

If you are unhappy with the outcome you can refer your case to a tenancy tribunal.

The maximum amount of damages that can be awarded to a party in dispute is €20,000. Please refer to our website www.rtb.ie for further information.

Disclaimer

This document is a brief summary of the more common issues for landlords and tenants. It is not intended to be a comprehensive guide to, nor a legal interpretation of, the Residential Tenancies Act 2004 (“the Act”)



www.rtb.ie

Po Box 47
Clonakilty
Co. Cork
Tel: 0818 30 30 37
Fax: 0818 30 30 39



GIVEN under the Official Seal of the Minister for the Environment,
Community and Local Government.
3 May 2016.

ALAN KELLY,
Minister for the Environment, Community and
Local Government.

EXPLANATORY NOTE

(This note is not part of the Instrument and does not purport to be a legal interpretation)

These Regulations prescribe the forms to be used-

- (a) by a landlord when notifying a tenant of the setting of a new rent under section 22 of the Residential Tenancies Act 2004, and
- (b) by the Residential Tenancies Board when acknowledging the receipt of an application for registration of a tenancy under section 134 of the Residential Tenancies Act 2004.

BAILE ÁTHA CLIATH
ARNA FHOILSIÚ AG OIFIG AN tSOLÁTHAIR
Le ceannach díreach ó
FOILSEACHÁIN RIALTAIS,
52 FAICHE STIABHNA, BAILE ÁTHA CLIATH 2
(Teil: 01 - 6476834 nó 1890 213434; Fax: 01 - 6476843)
nó trí aon díoltóir leabhar.

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