

# The Good Landlord Tenant Guide



A guide to the Residential  
Tenancies Act



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# About the RTB

## What is the Residential Tenancies Board?

The Residential Tenancies Board (RTB) is a public body set up to support and develop a well-functioning rental housing sector. Our remit extends to both the Approved Housing Body sector and the private rental sector. Our role is to regulate the rental sector, provide information to inform policy, maintain a national register of tenancies, resolve disputes between landlords and tenants, initiate an investigation into conduct by a landlord and provide information to the public to ensure tenancies run smoothly and no issues arise.

## What do we do?

### **Information, research and education**

We provide high-quality information and assistance to the public, tenants and landlords on their rights and responsibilities, in terms both of living in and providing accommodation in the rental sector. We also provide accurate and authoritative data on the rental sector, such as the Rent Index, which allows us to monitor trends in the rental sector, but also allows individuals to check and compare rents in particular locations.

## Registrations

All private residential landlords and Approved Housing Bodies, who are not-for-profit housing providers, often referred to as Housing Associations and landlords of Student Specific Accommodation must register their tenancies. You can search to see if a tenancy is registered on the RTB website. The registration of tenancies enables us to collect important data on the sector. It is also a key part of regulating and supporting the sector and ensuring that landlords and tenants are aware of their rights and responsibilities.

Future changes to the legislation will be introducing annual registration where landlords will register each tenancy annually from the tenancy commencement date at a lesser fee than the current per tenancy registration process. The RTB will contact landlords prior to this change commencing.

Further information on the registration process can be found on [www.rtb.ie](http://www.rtb.ie).

## Dispute Resolution

Since 2004, we have replaced the courts in dealing with the majority of disputes between landlords and tenants through our Dispute Resolution Service.

This service offers a choice of resolution types to parties – mediation or adjudication, with the option to appeal the outcome to a tenancy tribunal.

## Investigations and Sanctions

The RTB has a new investigations and sanctions unit dedicated to investigating potential breaches of rental law by a landlord in relation to a rent which has not been lawfully set within an RPZ or where a notice of termination has been served citing a reason which the landlord did not ultimately act on. These investigations can commence either pro-actively by the RTB or on the basis of a complaint from a member of the public. Sanctions available to the RTB include a caution and/or costs incurred by the RTB in investigating the matter up to €15,000.

Further information on the new RTB investigative function can be found on our website [www.rtb.ie](http://www.rtb.ie).

# Getting it right from the start

## What is a landlord?

A landlord is a person who leases or rents a property to a tenant. A landlord is the person entitled to receive the rent. The landlord may be an individual, company or Approved Housing Body. Approved Housing Bodies, also called Housing Associations, are not-for-profit organisations which mainly provide social housing. All landlords should familiarise themselves with their rights and responsibilities set out within this guide.

## What is a tenant?

A tenant is someone who rents accommodation from a landlord. A tenant is entitled to occupy the dwelling and in return they pay rent to the landlord. All tenants should familiarise themselves with their rights and responsibilities set out within this guide.

## Do all tenancies come under the remit of the RTB?

No, the RTB cannot get involved if you:

- ✗ Are a tenant in local authority housing
- ✗ Live with your landlord under the “rent a room” scheme
- ✗ Are the spouse, parent or child of the landlord and there is no written letting agreement in place
- ✗ Are living in the property as part of a short-term holiday letting agreement



## Security of tenure - What is a Part 4 tenancy?

Once you have lived in a property for more than six months, a Part 4 tenancy occurs, entitling you to remain for a further 5.5 years or 3.5 years depending on when the tenancy commenced (see below). This right is separate to any lease agreement, so even if you have a one-year lease, after six months, you also have Part 4 tenancy rights.

In a Part 4 tenancy, the tenancy can only be terminated by the landlord if 1 of the 6 valid termination reasons apply, for example if they require the property for their own use, for that of a family member, or they plan to substantially refurbish the property. See further information on the reasons a landlord can terminate a tenancy on page 31.

Please note if you live in Student Specific Accommodation Part 4 rights do not apply.

### **What happens if either party wants to end the tenancy in the first 6 months?**

When a tenancy commences the law allows for a 6-month probationary period.

Within the first 6 months of a periodic tenancy (non-fixed term tenancy) a landlord or tenant can serve a notice of termination in writing of 28 days without having to give a specific ground for termination.

### **How do you know if it is a 4 year or 6 year tenancy cycle?**

Changes to the legislation aim to move towards a situation where longer term tenancies are more common. Tenancy cycles now last for 6 years. These changes which extended cycles from 4 years to 6 years were introduced on 24th December 2016. If your tenancy was in existence at this date, you may still be on a 4 year tenancy cycle, however, all new tenancies created after that date and all tenancies which continue following the expiration of the first 4 years, will be on a 6 year tenancy cycle.

### **What happens at the end of the Part 4?**

A 'further Part 4 tenancy' begins once the initial 'Part 4 tenancy' has finished, provided that the landlord has not served notice prior to this. From the 24th December 2016, when a 'further Part 4 tenancy' commences, it lasts for 6 years for all tenancies.

Previously, once the first cycle was up, a landlord was entitled to terminate the tenancy at any time in the first six months of the further Part 4 tenancy, without needing to fall within one of the above-mentioned termination grounds. This 6 month window has now been removed. For all tenancies, which began after December 24, 2016, once the further Part 4 tenancy commences, the stated reason for termination must also be one as set out in the legislation.

Landlords who do not wish for a further Part 4 tenancy to begin must serve notice before the current Part 4 tenancy ends, with the notice period expiring on, or after, the tenancy's end-date.

## What is a tenancy agreement?

The tenancy agreement between the landlord and the tenant is often referred to as a lease. This agreement can be in writing or verbal. The RTB would encourage landlords and tenants to ensure that all agreements are in writing so that both sides are clear of the detail and what is expected from the tenancy.

It should state:

- The total rent to be paid by a tenant, and when it is due to be paid.
- The rights and responsibilities of the landlord.

- The rights and responsibilities of the tenant
- Usually, it is the tenants' responsibility to pay for services such as gas, electricity, phone and rubbish collections. This should be clearly set out.

The agreement should also contain other conditions associated with living in the property, for instance if pets are permitted.

A tenancy agreement cannot provide less rights than the law provides. For example, a lease may state that the landlord has unlimited access to the property, however under the Act, a tenant is entitled to privacy and a landlord must have a tenant's permission to access the property (however, a landlord can enter the property in an emergency, providing they have attempted to contact the tenant first and not received a reply).





## What is a periodic tenancy?

A periodic tenancy exists where no pre-defined length of time has been agreed for the tenancy. The provisions of a “Part 4” tenancy still apply and will come into effect after a period of 6 months, and a landlord can only terminate the tenancy on limited grounds. Please see page 31 for more information on a landlord's grounds to end a tenancy.

## What is a fixed term tenancy?

A fixed term tenancy is a tenancy that lasts for a specific amount of time, for example a 1-year lease is signed with a start date and end date. A “Part 4” tenancy runs alongside a fixed term tenancy, which means that the tenant shall, after a period of 6 months and as in the normal course, become entitled to the provisions of a “Part 4” tenancy (i.e. they can stay in the property for 6 years).

This simply means that irrespective of the length of fixed term lease, a tenant has an entitlement to remain on in the dwelling beyond the expiration of the fixed term tenancy agreement for up to 6 years and the landlord can only terminate the tenancy on limited grounds.

# Tips for a landlord to ensure a successful tenancy

- ✓ Always seek references from tenants to ensure you do your research on who will be living in your property.
- ✓ Ensure to carry out checks on references before renting the accommodation.
- ✓ When accepting deposits, give the tenant a receipt.
- ✓ Always provide written receipts of any money received from tenants and be sure to keep a copy for your own records.
- ✓ If there is a tenancy agreement, give a copy to the tenant and explain the contents. It is important that landlords sit with their tenants and go through the lease confirming that both parties are fully aware of what they are agreeing to. This leads to fewer issues arising during the tenancy.
- ✓ Make a list of contents and condition of all items in the property (this is called an inventory) before the tenancy starts and get the tenant to sign this to confirm their agreement. Where possible, take photographs of the property at the start and end of the tenancy as a record of its condition.
- ✓ At the end of a tenancy it is up to the landlord to prove why they are retaining some or all of the deposit.
- ✓ If you are relying on the fact household items are broken or missing you will need evidence to show that they existed at the commencement of the tenancy.

- ✓ **Ensure to meet a prospective tenant at the rented dwelling so they can see the property and its current condition before anything is agreed to. If rent is not being paid electronically a rent book and receipts must be provided.**

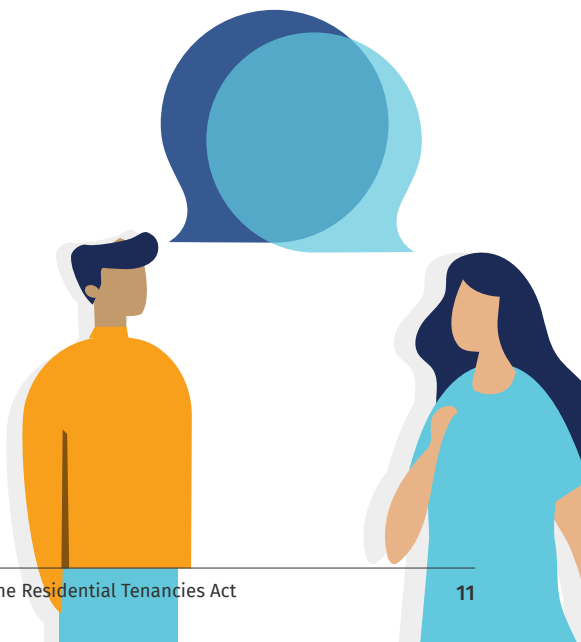
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- ✓ **Keep the lines of communication open and respond promptly to any issues the tenants may have.**

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- ✓ **If a tenant reports a problem, deal with it as soon as possible and give the tenant regular updates about what you are doing to resolve the problem.**

It can be very frustrating for a tenant if there is an issue with a household item and the landlord has not communicated with them. For example, if you cannot get a plumber for 3 days due to it being a bank holiday, ensure the tenants are aware you are doing everything in your power to rectify the issue and that it is in hand.



# What should tenants look for when renting accommodation?

- ✓ Make sure the property meets your needs.

Is the property close to your college or place of work?  
Does it have a double room available or single? How many other people will you be living with?

- ✓ Know what you can afford.

Tenants must sit down and work out what they can afford prior to looking for a rented dwelling. Tenants should only agree to rent a property within their budget to ensure they do not fall in to rent arrears during the tenancy. Can you afford the rent as well as electricity, gas and other regular bills?

- ✓ Decide where you would like to live.

Location is key. Ensure you are comfortable in the area and that it has good amenities such as local shops and public transport links.

- ✓ Is the property secure and of good quality?

Tenants should view all properties prior to agreeing to rent one. Check for signs of damp or mould. Check that all of the appliances appear in good working order.

- ✓ Read your tenancy agreement in full with your landlord present.

Knowing the terms of the agreement is key to a successful tenancy. Questions such as who is responsible for paying waste disposal charges, or whether pets are allowed, need to be confirmed prior to the commencement of the tenancy to avoid disputes.

- ✓ How much is the deposit and are there any conditions on its return when you move out?

Tenants must confirm how much of a deposit is required. Tenants should also confirm who the deposit is being paid to as issues can arise when a deposit is paid to a fellow tenant as opposed to the landlord themselves.

# Summary of landlords' rights and responsibilities

## What are my rights as a landlord?

The rights of a landlord are set out in the Residential Tenancies Act (2004, as amended). Under this Act, you have the right to:

- **Set the rent of the property and receive the rent in full from the tenant on the date it is due.**

Landlords should ensure they understand the laws that apply to them when setting the rent based on where the rented dwelling is located. If the rented dwelling is in a Rent Pressure Zone (RPZ) landlords can only increase the rent by 4% per annum, even when setting a new rent for an incoming tenant. To calculate the correct rent, landlords should use the RPZ rent calculator located on [www.rtb.ie](http://www.rtb.ie). Landlords must also show their rent calculations and how they arrived at the figure they are seeking to their new tenants.



Landlords outside of an RPZ must ensure they base the rent they are seeking by looking at comparable properties in the area.

- **End the tenancy in the first six months without reason.**

Landlords can serve a valid written 28-day notice of termination providing no reason to a tenant within the first 6 months of a tenancy. If a fixed term lease has been signed, landlords must check to see that this right was included in the terms of the tenancy. If the fixed term lease does not include this term, then the landlord can no longer rely on this right.

- **Be told who is living in the property and decide whether to allow the tenant to sub-let the property (this does not apply to Approved Housing Body landlords).**

Landlords must be notified by their tenants of who is living in the property with them at all times.

A landlord must always be informed if the tenants' circumstances have changed and they wish to move out of the rented dwelling and sub-let. A sub-let can only occur with the landlord's full permission.

- **Be told about any repairs needed and be given reasonable access to fix them.**

Landlords must be notified promptly of any issues that occur within the rented dwelling to ensure that no damage is caused to the dwelling due to not acting speedily.

- **Refer disputes to the RTB.**

Where an issue arises between a landlord and tenant they should first try and resolve the issue between them by communicating from both sides what the issues are. If this fails to rectify the dispute, then all registered landlords with the RTB can lodge a dispute application.

## What are my responsibilities as a landlord?

As a landlord you must:

- **Register your tenancy within one month of the start of the tenancy. You can register online at [www.rtb.ie](http://www.rtb.ie), or submit an application by post.**

When landlords register their tenancies, they will need to provide details of the tenant(s), including PPSN where available, as well as rent levels.

An agent for a landlord may register the tenancy on their behalf but it is the responsibility of the landlord to ensure the tenancy is registered. Once a tenancy is registered the landlord and all tenants will receive a confirmation letter. This is an important document and should be kept safe for future reference.

If this is a new tenancy, where the dwelling was previously let and a notice of termination was issued, a copy must be sent to the RTB within 28 days of that tenancy ending.

Future changes to the legislation will be introducing annual registration where landlords will register each tenancy annually from the tenancy commencement date at a lesser fee than the current per tenancy registration process. The RTB will contact landlords prior to this change commencing.

Further information on the registration process can be found on [www.rtb.ie](http://www.rtb.ie).

➤ **Give your tenant a rent book and receipts of payment.**

It is critical to the success of a tenancy that landlord and tenants can show that rent was paid and received. Where rent is paid electronically, landlords and tenants can rely on bank statements as proof to show payments made or missed.

If rent is paid in cash, landlords must provide a rent book and receipts of payment.

➤ **All landlords must pay tax on any rental income received.**

If you are not already registered for self-assessment, you need to complete Revenue's Form TR1 (more details on [www.revenue.ie](http://www.revenue.ie)). You can deduct certain expenses for tax purposes.

➤ **Make sure your property is in good condition.**

Landlords must ensure that their property meets the minimum standards required for all rented dwellings. Minimum standards are governed by the local authorities and tenants can seek an inspection from an environmental health officer if they feel a property is below standard. See page 51 for more information.

➤ **Maintain the property to the standard it was in at the start of the tenancy.**

Landlords are encouraged to inspect a rented dwelling at the end of every tenancy and ensure it is at an acceptable standard for new incoming tenants. Landlords should take photographs of the dwelling at the commencement of each tenancy to show the standard it was in when a tenancy commences in case a dispute arises at any stage. Landlords should act promptly if a request is received from tenants to fix or improve an item or area in the rented dwelling.

The landlord is responsible for repairs due to damage caused by normal wear and tear.

➤ **Reimburse tenants for any repairs they carried out as a result of a landlord's inability to do so within a reasonable time.**

If for example the washing machine breaks in the property and the tenants contact the landlord numerous times but receive no response or action, they can proceed to replace the washing machine. Tenants are encouraged to buy like for like products wherever possible, and expenses must be vouched, i.e. tenants need to keep any receipts for the amount spent.

Tenants can then retain the amount of money it cost to replace the item from the rent if they are not reimbursed promptly from the landlord.

➤ **Insure the property.**

It is your responsibility to insure the property, but this usually only covers damage to the structure, i.e. the bricks and mortar.

It is the tenants' responsibility to get contents insurance to protect their personal belongings.

➤ **Pay property taxes and any other charges that the tenant is not responsible for, as agreed in the lease.**

➤ **Provide the tenant with contact details for you, or the agent working on your behalf if relevant.**

Landlords are encouraged to provide their own contact details in full to their tenants and also their agents contact details if one is appointed. Tenants must be able to contact relevant people linked to the tenancy at all times.

For example, if there was a serious issue at the dwelling on a Sunday and the tenants did not have the landlord's direct contact details, they may not be able to report the issue until the next day, which may result in damage to the dwelling that could have potentially been resolved.

➤ **Give the tenant a written notice of termination of the tenancy.**

Landlords must serve a written valid notice of termination if they wish to end a tenancy. Landlords are encouraged to follow the sample notices of termination located on [www.rtb.ie](http://www.rtb.ie). Further information on ending a tenancy can be found on page 29.

➤ **Return the tenants' deposit promptly at the end of the tenancy, unless lawfully withheld.**

Landlords can deduct any rent arrears, outstanding bills that are in the name of the landlord, or the costs of damage in excess of normal wear and tear to the accommodation. If a tenant terminates a tenancy early, without providing a valid written notice of termination, a landlord can also deduct for the losses incurred, such as loss of rent between the tenant vacating and sourcing a new tenant.

It is for a landlord to prove why they are retaining a deposit and landlords are encouraged to retain all proofs which should be shown to the tenant as early as possible to avoid disputes.

➤ **Give tenants notice of any inspection of the property.**

Landlords are encouraged to carry out periodic inspections on their properties.



This is important to avoid any potential disputes later on. It is important to note, tenants are entitled to enjoy peaceful and exclusive occupation of the property and must receive notice and then consent to a landlord entering the property.

However, if a tenant continuously objects to you entering the property to conduct an inspection, they are in breach of their responsibilities.

Inspections should be carried out at reasonable intervals on an agreed date and at an agreed time with the tenant.

➤ **Make sure there is access to refuse bins at the property.**

Landlords must supply bins to the tenants at the commencement of the tenancy. It should be decided at the start of the tenancy who is responsible for the bins.

➤ **Submit a copy of the Notice of Termination you served to the RTB.**

Where a tenancy has lasted more than 6 months, a Landlord serving a Notice of Termination must provide a copy of the Notice to the RTB **within 28 days** of the expiration of the tenancy termination date. A form is available on the RTB website. This should be completed, attached to the copy of the Notice and sent to the RTB.

You can do this by post or scan the documents and email to [registrations@rtb.ie](mailto:registrations@rtb.ie).

➤ **Inform the RTB that you are relying on an RPZ exemption.**

Landlords must inform the RTB that they are relying on an exemption, see page 25 for more information on relying on an exemption. When relying on an exemption, this means that you do not have to adhere to the Rent Pressure Zone rules when reviewing or setting the rent. Landlords must fill out a form with all the correct relevant information and send it to the RTB within one month of the new rent amount being set.

This form is available on [www.rtb.ie](http://www.rtb.ie) and must be used when informing the RTB that you are relying on an exemption.

➤ **By law, you cannot refuse to rent a property to someone because of their gender, marital status, family status, sexual orientation, religion, age, disability, race, receipt of State housing payments, such as Rent Supplement, or membership of the Travelling Community.**

If a person feels they have been discriminated against in terms of renting a property, they can contact the Irish Human Rights and Equality Commission or make a complaint through the Workplace Relations Commission.

# Summary of tenants' rights and responsibilities

## What are my rights as a tenant?

Your rights as a tenant are set out in the Residential Tenancies Act (2004, as amended). Under this Act, you have the right to:

➤ **A property that is in good condition.**

A tenant is entitled to live in a property that is structurally sound, has hot and cold water, and adequate heating. The electricity and gas supply must be in good repair and all appliances must be working.

Tenants are encouraged to view a property before paying a deposit to ensure it is to a high standard.

➤ **Privacy – tenants are entitled to peaceful and exclusive occupation of the rented dwelling.**

The landlord can only enter the property with a tenant's prior permission. Tenants must be reasonable and grant a landlord access where appropriate to carry out routine inspections.

The only time a landlord can enter a rented dwelling without the prior permission of a tenant is in an emergency situation and they have tried to contact the tenant to no avail first.

➤ **A rent book or record of rent payments made, written contract or lease with the landlord.**

It is critical to the success of a tenancy that landlords and tenants can show that rent was paid and received. Where rent is paid electronically, landlords and tenants can rely on bank statements as proof to show payments made or missed.

If rent is paid in cash, landlords must provide a rent book and receipts of payment.

➤ **Be told about any increase in rent.**

Tenants must be notified in writing and provided with a minimum of 90 days' notice where a landlord is seeking a new rent amount. Information on serving a rent review notice and what makes it valid can be found on page 27.

➤ **Be able to contact the landlord or their authorised agent at any reasonable time.**

Landlords are encouraged to provide their own contact details in full to their tenants and their agent's contact details if one is appointed. Tenants should also ensure that their landlord has their most up to date contact details throughout the duration of the tenancy.

➤ **Be paid back monies from your landlord for any required repairs you carried out on the property that you asked the landlord to fix but which they did not remedy within a reasonable timeframe.**

Where an issue arises in a rented dwelling tenants are encouraged to contact their landlord as soon as is practicable to report the problem. If a landlord fails to act on the request where a tenant has been in contact several times, tenants can resolve the issue themselves

through paying for a replacement item or repair work. If the landlord fails to pay back the monies to the tenant, that specific amount of money can be withheld from the rent.

Tenants are encouraged to keep receipts and proofs to show all communication with landlord and costs incurred.

➤ **A valid notice of termination before the end of a tenancy.**

Tenants must be notified in writing and provided with the correct amount of notice where a landlord is seeking to terminate the tenancy. Information on serving a notice of termination and what makes it valid can be found on page 29.

➤ **Refer disputes to the RTB.**

All tenants can lodge a case with the RTB even when their tenancy is not registered. Tenants need to be aware that there are certain time limits which apply when lodging a dispute application. Tenants must lodge a case about the validity of a notice of termination within 28 days of receiving the notice. If a tenant wishes to dispute a notice of rent review they received, they must lodge the case within 28 days of receipt of the notice or prior to the date the new rent amount takes effect.

# What are my responsibilities as a tenant?

## > **Pay your rent in full and on time.**

Tenants must pay their rent in full and on time. This applies even where a dispute case has been lodged to the RTB. The only time rent can be validly withheld is where a tenant has made numerous requests to a landlord regarding a standards and maintenance issue, but the landlord has failed to act. A tenant can then rectify the issue and solely retain that amount of money if they are not reimbursed by the landlord. All other rental payments must continue to be paid in full.

## > **Keep the property in good order and tell the landlord when repairs are needed.**

Tenants are encouraged to take photographs at the start of a tenancy to show the condition it was at the outset. Permitting regular inspections is encouraged so any issues are dealt with promptly and tenants must give a landlord and those carrying out repairs reasonable access to carry out repairs. Failure to do so will be deemed a breach of your tenant obligations.

## > **Keep a record of all repairs, payments (including receipts) and dealings with your landlord.**

Tenants should aim to have all correspondence with their landlord or agent in writing so that copies can be retained.

## > **Make sure that you do not damage the property, for example by drying clothes inside without proper ventilation (as this may cause dampness).**

Tenants must ensure they maintain the dwelling to the standard it was at the commencement of the tenancy. Where an issue arises, tenants should act promptly to rectify it to ensure that no damage beyond normal wear and tear is caused to the dwelling, which may result in a tenant losing part or all of their deposit. Where damage is caused, communicate with your landlord as soon as practicable and aim to resolve the issue speedily.

- **Allow the landlord to carry out inspections of the property at reasonable intervals on agreed dates and times.**

A landlord cannot enter the rented dwelling without the prior consent of the tenant unless in the case of an emergency and a prior attempt at contact has been made with the tenant. Landlords are entitled to inspect the rented dwelling and tenants should work with the landlord to pick a date and time that suits both sides.

- **Let the landlord know who is living in the property.**

Landlords must be notified by their tenants of who is living in the property with them at all times.

A landlord must always be informed if the tenants circumstances have changed and they wish to move out of the rented dwelling and sub-let. A sub-let can only occur with the landlord's full permission.

- **Behave responsibly and not engage in anti-social behaviour.**

Tenants are responsible for their own behaviour and the behaviour of their guests. Consistent instances of anti-social behaviour can lead to the tenancy being terminated.



➤ **Comply with the terms of the tenancy agreement, whether written or verbal.**

Tenants are encouraged to read the tenancy agreement in full to ensure they understand the terms and what is expected of them. The RTB encourages tenancy agreements to be in writing so there is a record as to what exactly was agreed, however it is important to remember that terms can be agreed verbally.

It is also important to understand who you are signing up to a tenancy agreement with, speak with any fellow tenants prior to signing an agreement as all tenants signed up to the agreement are liable for issues that occur throughout the tenancy even if it was only one individual tenant that caused the issue.

➤ **Make sure you do not perform any hazardous acts that would affect your landlord's insurance premium on the property.**

➤ **Give proper notice when you plan to end the tenancy.**

Tenants must serve a valid written notice of termination providing the correct notice period if they plan on vacating the rented dwelling. Information on serving a notice of termination and what makes a notice valid can be found on page 29.

A tenant can end a fixed-term tenancy if the landlord has breached their responsibilities (the tenant must first have written to the landlord and given an opportunity to remedy the situation) or where the tenant has sought permission from the landlord to assign or sublet the tenancy, but the landlord has refused. When this occurs, the tenant can proceed to serve a valid written notice of termination (this does not apply to Approved Housing Bodies).



Tenants must serve a valid written notice of termination providing the correct notice period if they plan on vacating the rented dwelling."

# Setting and reviewing the rent

Landlords and tenants should use the rent calculator found on [www.rtb.ie](http://www.rtb.ie), which is a useful tool to check if their tenancy is located in a Rent Pressure Zone and what the correct rent amount should be.

## Setting the Rent **Inside** a Rent Pressure Zone

When a new tenancy commences in a Rent Pressure Zone (RPZ), a landlord is required to set the rent in accordance with the RPZ formula, unless the property is exempt from the rental restrictions (see page 25).

Some landlords and tenants believe that when one tenancy ends, and another begins, they can set the new rent to market rent levels as opposed to using the RPZ formula. This is not the case.

Where a new tenancy commences in an RPZ, all landlords are legally obliged to provide the tenant, in writing, with the following information at the beginning of the tenancy:

- The amount of rent that was last set under a tenancy for the dwelling.
- The date the rent was last set under a tenancy for the dwelling.

- A statement as to how the rent was set under the tenancy of the dwelling having regard to the Rent Pressure Zone formula. Landlords can use the print option from the RPZ calculator to present this information to the tenant.

The RPZ Rent Calculator is a useful tool to assist landlords in supplying this information to the tenant as you can print off your calculations in full and show them before the tenancy is agreed, which can be helpful in preventing disputes down the line.

# Rent Reviews **Inside** a Rent Pressure Zone

Measures have been introduced to moderate rent increases in certain areas where rents continue to rise. These areas are called Rent Pressure Zones. Rents in these areas can only rise by up to 4% each year. The RPZ rules apply to rent reviews within existing tenancies and when the rent is being set on a dwelling when tenants vacate, and new tenants move in.

There have been changes made to the legislation extending Rent Pressure Zone designations out to 31st December 2021 and amending the criteria on how an area is designated. You can find out more information on these changes on [www.rtb.ie](http://www.rtb.ie).

Landlords and tenants must familiarise themselves with the list of Rent Pressure Zones and their individual designation dates on [www.rtb.ie](http://www.rtb.ie).

Following the initial designation of a Rent Pressure Zone, all existing tenancies at the relevant date of designation are still covered by the 24 month rent certainty laws.

Therefore, a landlord must wait 24 months from the tenancy commencing or 24 months from the service of the last rent review notice before serving a further rent review notice.

When a tenancy commences after an area has been designated a Rent Pressure Zone a rent review can take place annually.

**Rents in Rent Pressure Zones can only rise by up to**

**4%** each year





Scenario based examples can be found on [www.rtb.ie](http://www.rtb.ie).

### Tenancy already in existence at the time an area is designated as a Rent Pressure Zone:

The rent can only be reviewed 24 months (2 years) after the tenancy came into existence, or 24 months from the date the last notice of rent review was served.

When the next rent review is due, you must apply the Rent Pressure Zone formula to determine the rent increase. Following this initial review, the rent can be reviewed annually.

### Tenancy commences after an area is designated as a Rent Pressure Zone:

You can review the rent annually and it can be increased by up to 4% each year.

The rent being set should not be more than that of local market rents for similar properties.



Use the RTB Rent Calculator on [www.rtb.ie](http://www.rtb.ie) to calculate the new rent amount for tenancies within Rent Pressure Zones.

## Exempt properties

Not all properties in Rent Pressure Zones are subject to rent restrictions. There have been changes to the legislation surrounding the exemption rules and criteria which would permit a landlord to set the rent to market levels as opposed to using the RPZ rules.

### Exemption 1:

The initial setting of the rent on a dwelling which had not been rented for a period of 2 years prior to the immediate tenancy commencement date.

OR

on a dwelling which is, or is in, a protected or proposed protected structure that has not been rented for a period of 12 months prior to the immediate tenancy commencement date. All rent reviews thereafter must adhere to the Rent Pressure Zone Formula.

### Exemption 2:

Where a 'substantial change' in the nature of the accommodation has taken place. 'Substantial change' has been defined and will only be deemed to have taken place where strict criteria is met.

Detailed information on the exemptions and the criteria to be met can be found on [www.rtb.ie](http://www.rtb.ie).

## Submitting a reliance on an exemption to the RTB

Landlords seeking to rely on an RPZ exemption are now required by law to submit notification of this to the RTB within one month of the new rent amount being set.

The RPZ prescribed Exemption Form located on [www.rtb.ie](http://www.rtb.ie) must be used when notifying the RTB.



## Rent Reviews **Outside** of Rent Pressure Zones

Outside of Rent Pressure Zones landlords can only review the rent 24 months after the tenancy commencement date or 24 months from the date of the last rent review. The review must be based on current market rent and three comparable properties must be provided by the landlord to show evidence as to how the new rent amount was arrived at.

### **If you are a landlord with a tenancy outside a Rent Pressure Zone**

You can only review the rent once every two years. This review must be done in line with current market rent.

### **Exempt properties**

There have been changes to the legislation surrounding the exemption rules and criteria which would permit a landlord to set the rent to market levels within the 24-month rent certainty period.

#### **Exemption 1:**

Where a 'substantial change' in the nature of the accommodation has taken place. 'Substantial change' has been defined and will only be deemed to have taken place where strict criteria is met.

Detailed information on this exemption and the criteria to be met can be found on [www.rtb.ie](http://www.rtb.ie).

# What should a rent review notice contain?

**A landlord must use the prescribed rent review form to notify tenants of a rent increase. If this form is not used the review may be subject to legal challenge. A copy of the rent review form can be found on [www.rtb.ie](http://www.rtb.ie).**

A landlord must provide a tenant with a minimum of 90 days' notice of any proposed rent increase. A valid notice of rent review must be in writing and must state:

- The new rent on the property.
- If the tenancy is in a Rent Pressure Zone, show calculations on how the new rent amount was set. Landlords should use the RPZ Calculator to aid them with this step.
- If relying on an RPZ exemption, landlords must state within the Rent Review Notice which exemption they are relying on and the specific criteria the dwelling meets.
- When the new rent starts.
- That any dispute must be referred to the RTB within 28 days of the tenant getting the notice or before the date the new rent starts, and
- That in your opinion, the new rent is not greater than the market rent of properties of a similar size, type and character and in a comparable area.

- The rent for three properties of a similar size, type and character and in a comparable area.
- The date on which the notice is signed.
- The notice must be signed by the landlord or their authorised agent.

A landlord is also required to notify the RTB of the new rent so that the registration details can be updated.

If the landlord is an Approved Housing Body, the timing of a rent review will be set out in the tenancy agreement. If the tenancy agreement does not refer to rent reviews, the rent can only be reviewed once every 12 months. The amount of rent a tenant pays to an Approved Housing Body depends on the tenant's total household income. There is no set notice period, but the law states you should be given notice "as soon as practicable."

A landlord must provide a tenant with a minimum of 90 days' notice of any proposed rent increase.

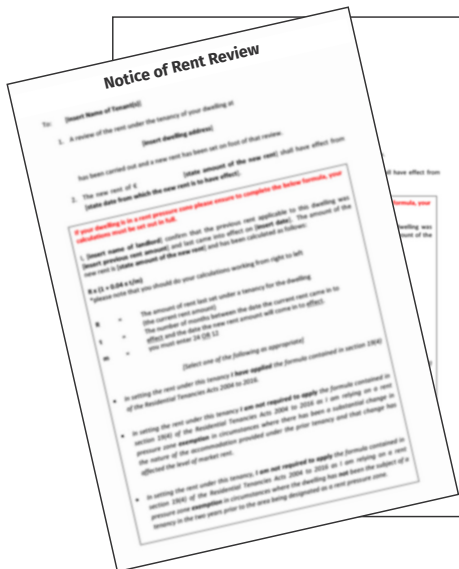
# Getting the comparables correct

Landlords must show 3 comparable properties which have been advertised for rent in the previous 4 weeks of them serving the notice of rent review. The law states that 3 comparable properties must be provided, if less are provided this will invalidate the notice of rent review in full.

The advertisements do not have to accompany the notice of rent review, however the RTB would encourage landlords to attach them to the notice for full transparency and to avoid future disputes. Landlords should always keep a copy of the advertisements in case they are requested by the tenant.

Comparable properties do not have to be in the exact same town or geographical location, landlords can look for similar properties in similar towns nationwide. For example, a landlord may have a dwelling in Portarlington but look to Portlaoise for a comparable.

Please visit [www.rtb.ie](http://www.rtb.ie) for more information on Rent Pressure Zones and rent reviews. The prescribed rent review notice can be found on [www.rtb.ie](http://www.rtb.ie).



# Ending a tenancy

## Rules that apply when a landlord wishes to end a tenancy

To end a tenancy, you must send a valid notice of termination to the tenant. To be valid, the notice must:

- Be in writing.
  - Give the date that the notice is served.
  - Be signed by you or your authorised agent. Please note that where a Statutory Declaration is also provided, it must be signed by the landlord rather than an agent.
  - Say why the tenancy is ending. If the tenancy has lasted for 6 months or more, you need to use one of 6 permitted grounds to end the tenancy, such as you wish to sell or you or a family member wish to move back in (see page 31).
- Give the date by which the tenant must leave the property and state that the tenant has the full 24 hours of this date to vacate the property.
  - Say the tenant has 28 days to refer the dispute to the RTB if they have any question about the validity of the notice or your right to end the tenancy.

Sample notices of termination and sample Statutory Declarations can be found on [www.rtb.ie](http://www.rtb.ie).

A fixed term lease can only be ended during the fixed term if the lease has those permitted grounds written into it.

## What are the notice periods to end a tenancy?

Changes to the legislation have extended notice periods which a landlord must provide to a tenant when serving them with a notice of termination.

The amount of notice required to end a tenancy depends on how long the tenant has lived in the property.

The lease agreement may give a longer period of notice to the tenant, and a landlord and tenant may also agree on a shorter period of notice, however, this can only be agreed when a notice has been given. The law sets out the new minimum notice periods now required (outlined in the table below):



A landlord can also serve a 7-day notice of termination for serious anti-social behaviour. Further information on serving this notice can be found on page 33.

By law, the notice period starts the day after the tenant receives the notice. So, if the tenant receives the notice on a Monday, the notice period is counted from the Tuesday. It is a good idea to give some extra days' notice to make sure the legal minimum notice period is covered.

# What are the grounds to end a tenancy?

If a tenancy lasts 6 months or more, you must give a reason, which must be one of the grounds contained in Section 34 of the Act, set out below, as to why a tenancy is ending. By law, the grounds to end a tenancy must be one of the following:

## 1. The tenant has breached their responsibilities.

The tenant has not complied with the responsibilities of the tenancy, despite being notified of this and being given reasonable time to correct the matter or matters. Breaches of tenant obligations include, failure to pay rent, failure to permit an inspection or damage done to the property beyond normal wear and tear.

Where a tenant fails to adhere to their obligations a landlord must serve the tenant with a warning notice first. The warning notice must be in writing, must set out the breach that has occurred and must provide a reasonable timeline to permit the tenant to rectify the breach.

If the tenant fails to rectify their behaviour within the reasonable amount of time provided a landlord can proceed to serve a 28-day notice of termination. A 28-day notice of termination can be provided regardless of how long the tenancy has been in existence.

A sample warning notice and notice of termination for breach of obligations can be found on [www.rtb.ie](http://www.rtb.ie).

## The tenant has breached their responsibilities – Rent Arrears

Where a tenant is in arrears, landlords should act promptly and serve a rent arrears warning notice to the tenants to ensure the arrears do not continue to accrue.

A landlord must first issue their tenant with a written rent arrears warning notice. Please ensure you check to see how long the tenancy is in existence as different warning notice rules apply:

- > **Tenancy has existed less than 6 months:** Landlords can serve a 14-day warning notice seeking 100% of the rent arrears in full by the end of the 14 days.
- > **Tenancy has existed over 6 months and a Part 4 tenancy exists:** Landlords must provide the tenant with a reasonable amount of time to pay the rent arrears due and owing. What is a reasonable amount of time is open to interpretation however it would be seen as a minimum of 14 days. Landlords should then take in to account the means of the tenant and the amount of rent due and owing and set a time limit accordingly.

If the tenant fails to pay 100% of the monies owed within the allotted timeframe, a landlord can proceed to serve a 28-day notice of termination. A 28-day notice of termination can be provided regardless of how long the tenancy has been in existence.

A sample warning notice and notice of termination for rent arrears can be found on [www.rtb.ie](http://www.rtb.ie).

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### **The tenant has breached their responsibilities – Anti-Social Behaviour**

Where a tenant has engaged or allowed others to engage in anti-social behaviour, there is a procedure which landlords must follow if they wish to terminate the tenancy.

Firstly, landlords must understand the two types of anti-social behaviour that exist in the legislation and depending on the anti-social behaviour that exists a landlord can serve a 28-day or a 7-day notice of termination.

#### **Warning notice followed by 28-day notice of termination:**

Generally anti-social behaviour falls within this category. Tenants who engage in this type of anti-social behaviour generally:

*engage, persistently, in behaviour that prevents or interferes with the peaceful occupation, by any other person residing in the dwelling concerned, and by any person residing in any other dwelling contained in the property containing the dwelling concerned, and by any person residing in a dwelling (“neighbourhood dwelling”) in the vicinity of the dwelling or the property containing the dwelling concerned, of that neighbourhood dwelling.*

Where anti-social behaviour of this variety is occurring, a landlord must serve the tenant with a written warning notice citing the behaviour that they have allegedly partaken in and providing the tenants with a reasonable amount of time within which to rectify their behaviour or to ensure their behaviour does not occur again. If the behaviour was to persist the landlord can then proceed to serve a 28-day notice of termination. Please note that a landlord must retain all proofs to show that anti-social behaviour was occurring to warrant the service of the notices.

A sample warning notice and notice of termination for this type of anti-social behaviour can be found on [www.rtb.ie](http://www.rtb.ie).



### **7-day notice of termination:**

The most severe form of anti-social behaviour is set out in the legislation as below; you will note references to words such as, commission of an offence and directly affecting people's welfare. Tenants who engage in this type of anti-social behaviour generally:

*engage in behaviour that constitutes the commission of an offence, being an offence the commission of which is reasonably likely to affect directly the wellbeing or welfare of others, and engage in behaviour that causes, or could cause fear, danger, injury, damage or loss to any person living, working or otherwise lawfully in the dwelling concerned or its vicinity and without prejudice to the generality of the foregoing, includes violence, intimidation, coercion, harassment or obstruction of, or threats to, any such person.*

If the behaviour of the tenant falls under the above definition, then a landlord can proceed to serve a 7-day notice of termination. This is the most severe notice of termination available under the legislation and should not be served by a landlord unless strong proof is available.

The landlord does not have to serve a warning notice if they believe the behaviour of the tenant meets the criteria as listed and they have the evidence to back it up. A landlord can proceed straight to serving a 7-day notice of termination.

A sample warning notice and notice of termination for this type of anti-social behaviour can be found on [www.rtb.ie](http://www.rtb.ie).

## **2. The property is not suited to the tenant's needs.**

The property no longer suits the needs of the tenant, for example, a one-bedroom apartment may have been let to a couple who now have 2 children. The landlord may feel that the space is too small to house the family and that their property is suffering damage beyond normal wear & tear as a result. In this case, a statement as to why it is no longer suitable for the needs of the tenant must also be given with the notice of termination. This statement must be provided to the tenants at the same time as the notice of termination is served.

A sample notice of termination for when a property is no longer suited to the tenant's needs can be found on [www.rtb.ie](http://www.rtb.ie).

### 3. Landlord or a landlord's family member wants to live in the property.

If the landlord or a landlord's family member intends to live in the property, the tenancy can be terminated. In this case, a Statutory Declaration providing specific details must be given with the notice of termination stating this. (This does not apply to Approved Housing Bodies)

A member of a landlord's family is defined as a spouse, civil partner, child, stepchild, foster child, grandchild, parent, grandparent, step parent, parent-in-law, brother, sister, nephew, niece or a person adopted by the landlord under the Adoption Acts.

Landlords must offer the property back to the tenant that vacated on foot of a valid notice of termination if the property becomes available for rent again. Changes to the legislation have extended the time period that a landlord must offer the property back to the tenant from 6 months to 12 months from the expiry of the notice period.

**Tenants must provide their contact details in writing to their landlord within 28 days of receipt of a notice of termination if they wish to be offered the property back if it becomes available for rent.**

A sample notice of termination for when a landlord or a landlord's family member wants to live in the property can be found on [www.rtb.ie](http://www.rtb.ie).

### 4. Landlord wishes to sell the property.

A tenancy can be ended if a landlord intends to sell the dwelling within 9 months of the termination of the tenancy. A Statutory Declaration must also be provided with the notice confirming the intention to sell.

Changes to the law mean that a landlord is obliged to offer the tenant an opportunity to re-let the property if he / she does not sell the dwelling within 9 months.

**Tenants must provide their contact details in writing to their landlord within 28 days of receipt of a notice of termination if they wish to be offered the property back if it becomes available for rent.**

A sample notice of termination for when a landlord wishes to sell the property can be found on [www.rtb.ie](http://www.rtb.ie).

**Landlord wishes to sell 10 or more units within a single development within 6 months**

There is a restriction since January 2017 which applies to landlords terminating tenancies who want to sell 10 or more units within a single development within 6 months.

Usually, tenants will be allowed to remain in their rented dwelling during and after the sale of the property unless:

- By selling at market value the dwelling is more than 20% below the market value that could be obtained for the dwelling if there was no one living in the units; AND
- To restrict the sale would be unduly difficult or would cause hardship to the landlord.

If a landlord wishes to rely on this exemption they must set it out clearly within the notices of termination served to ensure full clarity for the tenant.

A sample notice of termination for when a landlord wishes to sell 10 or more units within a single development within 6 months can be found on [www.rtb.ie](http://www.rtb.ie).

## **5. Substantial refurbishment of the property.**

A tenancy can be terminated if the landlord intends to carry out substantial refurbishment to the property. Please note that legislative changes have added additional criteria which a landlord must satisfy and provide when serving this notice of termination.

All landlords must:

- State if planning permission is required.
- State the name of the contractor (if any).
- The dates on which intended works are to be carried out.
- Proposed duration of the works.

Landlords must also ensure the notice contains or is accompanied by a certificate in writing by a registered professional (within the meaning of the Building Control Act 2007) stating that:

- The proposed refurbishment or renovation works would pose a threat to the health & safety of the occupants of the dwelling concerned and should not proceed while the dwelling is occupied; AND
- Such a risk is likely to exist for such period as is specified in the certificate which shall not be less than 3 weeks.

Changes to the legislation have also changed the time that a landlord must offer the property back to the tenant when it becomes available for let. The law now states that a landlord must offer the property back to the original tenant on completion of the works.

A sample notice of termination for when a landlord wishes to terminate the tenancy in order to carry out substantial refurbishment of the property can be found on [www.rtb.ie](http://www.rtb.ie).

**Tenants must provide their contact details in writing to their landlord within 28 days of receipt of a notice of termination if they wish to be offered the property back if it becomes available for rent.**

## **6. Use of property is changing.**

A tenancy can be terminated if you intend to change the use of the property, for instance, you intend to change from a residential to commercial letting. In this case, the notice of termination must include, or be accompanied by a statement, setting out the intended use of the property, a copy of planning permission (if relevant) details of any work to be carried out, the name of the contractor, and the dates and proposed duration of the works.

Landlords must offer the property back to the tenant that vacated on foot of a valid notice of termination if the property becomes available for rent again.

Changes to the legislation have extended the time period that a landlord must offer the property back to the tenant from 6 months to 12 months from the expiry of the notice period.

A sample notice of termination for when a landlord is changing the use of a rented dwelling can be found on [www.rtb.ie](http://www.rtb.ie).

**Tenants must provide their contact details in writing to their landlord within 28 days of receipt of a notice of termination if they wish to be offered the property back if it becomes available for rent.**

## Submitting a notice of termination to the RTB

Changes to the legislation have introduced new responsibilities for landlords to provide a copy of their validly served notice of termination to the RTB.

When issuing a notice of termination, a landlord must ensure to keep a copy and send it to the RTB within 28 days of the expiration of the tenancy termination date as listed on the notice.

A form for submitting a notice of termination and further information can be found on [www.rtb.ie](http://www.rtb.ie).

## Remedial Notice of Termination

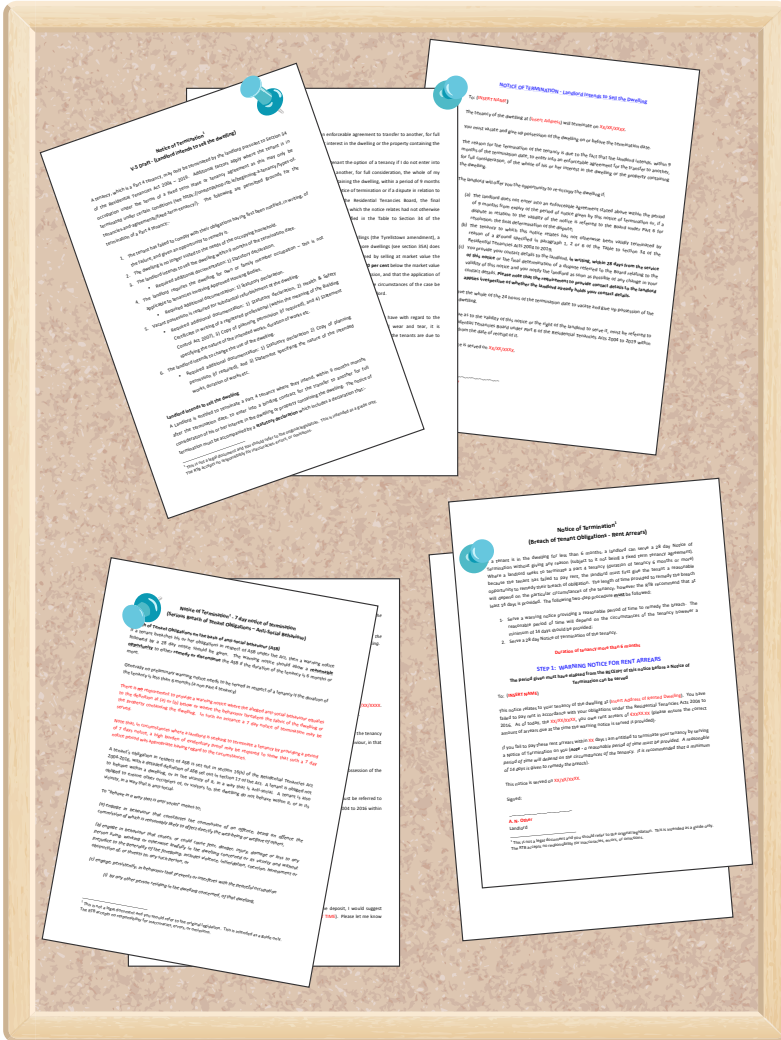
Changes to the legislation have introduced a remedial notice of termination. This has been introduced to aid landlords and tenants as they shall be permitted to remedy the original notice served in order to cure the defect identified by the adjudicator or Tribunal by serving a new notice (the 'remedial notice').

Following the conclusion of a case with the RTB, if determined by the decision maker, a landlord or tenant shall be permitted to serve the remedial notice within 28 days of the issue of the Determination Order.

Where the correct notice period was provided for in the originally served notice then a landlord or tenant can proceed to serve a 28-day remedial notice.

Where an incorrect notice period was supplied within the original notice of termination a landlord or tenant must serve 28 days plus the number of days in the original.

# Visit [www.rtb.ie](http://www.rtb.ie) to find a sample notice of termination for each of the six grounds of termination.



## Rules that apply when a tenant wishes to end a tenancy

The amount of notice a tenant must give to end a tenancy is set out in the table below and is based on how long they have resided in the rented dwelling. A landlord and tenant can agree a shorter period of notice after the notice has been served.

Less than 6 months <b>28 Days</b>	6+ months, but less than 1 year <b>35 Days</b>	1+ year, but less than 2 years <b>42 Days</b>
2+ years, but less than 4 years <b>56 Days</b>	4+ years, but less than 8 years <b>84 Days</b>	8+ years <b>112 Days</b>

### Does a tenant have to give a reason to end a tenancy?

There is no obligation on a tenant to provide a reason in a notice of termination unless the landlord has breached their obligations.

If the tenancy is being ended for any reason other than the 2 overleaf, the notice periods above apply.



## 1. The landlord has breached their responsibilities.

The landlord has not complied with the responsibilities of the tenancy, despite being notified of this and being given reasonable time to correct the matter or matters.

Breaches of landlord obligations include, failure to repair the dwelling, failure to replace a broken household item, entering the property without the tenants' prior approval.

Where a landlord fails to adhere to their obligations a tenant must serve the landlord with a warning notice first. The warning notice must be in writing, must set out the breach that has occurred and must provide a timeline to permit the landlord to rectify the breach. If the landlord fails to rectify their behaviour within the reasonable amount of time provided a tenant can proceed to serve a 28-day notice of termination.

A 28-day notice of termination can be provided regardless of how long the tenancy has been in existence.

A sample warning notice and notice of termination for breach of obligations can be found on [www.rtb.ie](http://www.rtb.ie).

## 2. High and imminent risk of death, serious injury or danger to the structure of the property.

If there is a high and imminent risk of death, serious injury or danger to the structure of the property as a result of the landlord complying with their obligations, the tenant only has to give 7 days' notice. The tenant does not need to send a warning letter in this situation.

### Can the tenant end a fixed-term tenancy?

A tenant can end a fixed-term tenancy if:

- The landlord has breached their responsibilities (the tenant must first have written to the landlord and given an opportunity to remedy the situation).
- The tenant has sought permission from the landlord to assign or sublet the tenancy, but the landlord has refused. When this occurs, the tenant can proceed to serve a valid written notice of termination (this does not apply to Approved Housing Bodies).



## What if the notice served was unlawful?

If a tenant has left a property after receiving a notice of termination citing one of the valid termination grounds, and it later comes to light that the grounds cited in the notice did not happen, a tenant may refer a dispute to the RTB in relation to being unjustly deprived of occupation of the dwelling by the landlord. A landlord may be found guilty of an offence, be required to pay damages (of up to and including €20,000), and/ or the tenant may be reinstated back into the rented dwelling.

## What is an illegal eviction?

An illegal eviction may occur where a landlord, through force, intimidation or otherwise (such as cutting off utilities, changing the locks and so on) denies a tenant access to their rented dwelling or removes the tenant's belongings from the dwelling.

If an RTB decision maker determines that a landlord has carried out an unlawful termination of a tenancy, the landlord may be directed to allow the tenant to re-enter the property. The landlord may also have to pay substantial damages (up to €20,000). This amount will depend on the circumstances of the case.

Landlords should never take the law in to their own hands. If there is an issue with a tenant and the landlord wishes to terminate the tenancy they must serve a valid notice of termination. If a tenant fails to vacate a rented dwelling on foot of a valid notice of termination a landlord can lodge a dispute application with the RTB.

If a tenant is concerned that their landlord may carry out an illegal eviction they can contact the RTB on 0818 30 30 37 or 01-702 8100 and can also lodge a dispute application with the RTB.

Sample notices of termination can be found on [www.rtb.ie](http://www.rtb.ie).

# What should happen at the end of a tenancy to ensure no disputes arise?

## At the end of a tenancy:

- The landlord should arrange a time with the tenant for a final inspection of the dwelling. All inspections should be carried out at a mutually agreeable date and time to both sides.

The landlord and tenant should be present at the inspection to address any issues that may arise. The inventory should be reviewed to check that all items are there and in good condition.

- The landlord should agree with the tenant how the cleaning of the property is to be done, if the dwelling is not left reasonably clean and tidy at the end of the tenancy, either the tenant can arrange the cleaning, or the landlord can arrange it and deduct the cost from the deposit.
- The landlord should get confirmation that the tenant will close any electricity, gas, or other utility accounts on leaving the property.
- Tenants should ensure that they provide the landlord with their new address and telephone number if they wish to be reoffered the dwelling if it becomes available for rent again and also to forward on any correspondence or to deal with any issues that may arise.

- Tenants should return the keys to the landlord on the last day of their tenancy.
- Tenants may be liable for rent for every day that they fail to return the keys to the landlord.
- Landlords must refund the deposit in full and promptly, unless there are any deductions to be made. Landlords can retain part or all of a deposit if there are rent arrears, outstanding utility bills that are in the name of the landlord, or damage to the property in excess of normal wear and tear. Communication is key if a landlord is retaining monies from the deposit. A tenant is entitled to know how much money is being retained and the reason(s) why. Landlords should keep all evidence and receipts of costs incurred. It is then open to the tenant to lodge a dispute application with the RTB if they feel it is unfair.

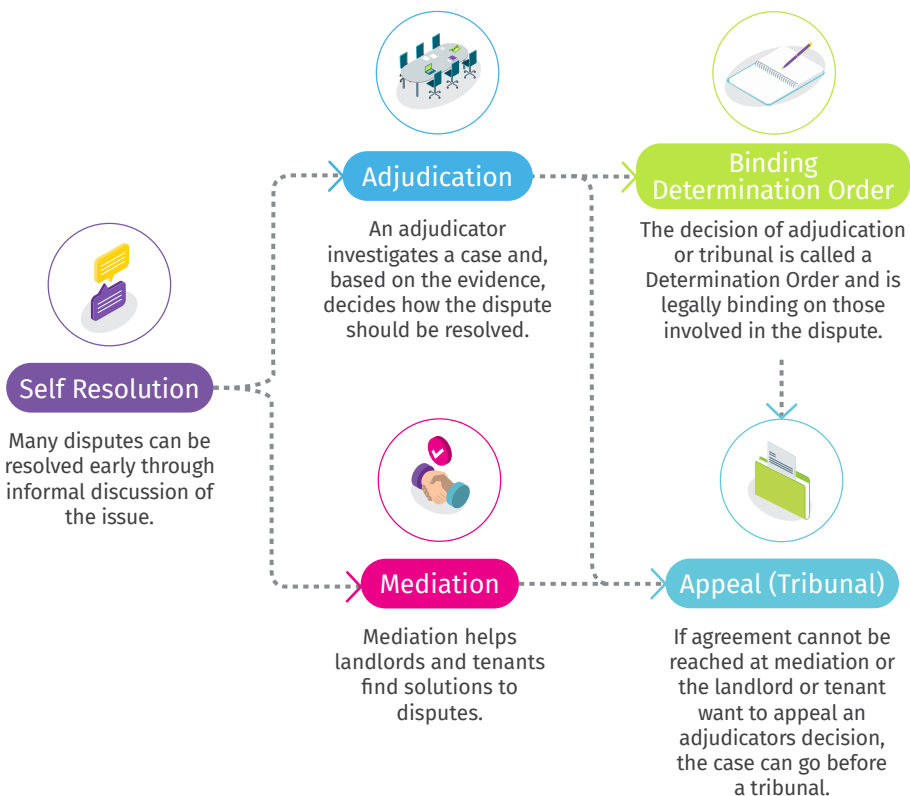


# Dispute Resolution Services

## What do I do if I have a dispute?

The RTB encourages tenants and landlords to discuss problems promptly, keep lines of communication open and respect each other's positions. It is a good idea to follow any discussion with a letter in writing outlining what was said or agreed.

If the problem cannot be resolved registered landlords and all tenants can apply to the RTB for dispute resolution.



## What matters can be referred to the RTB?

The following matters can be referred to the RTB for resolution:

- The retention or refund of a deposit;
- The amount of rent that should have been set;
- Failure to give the correct rent review notice period and/or review the rent at the correct amount;
- Failure by a tenant to comply with his/her obligations;
- Failure by a landlord to comply with his/her obligations;
- A landlord has sought to terminate a tenancy for a reason outside one of the six grounds for termination in a Part 4 tenancy;
- Where a reason given for terminating a tenancy was invalid or the notice used to terminate the tenancy did not comply with the Act;
- Failure to give the correct notice period to end a tenancy;
- A tenant fails to serve a notice of termination and vacates the dwelling concerned;
- A failure by the tenant or occupant to vacate the dwelling after receiving a valid notice of termination;

- A failure by a subtenant to vacate the dwelling after receiving a valid notice of termination;
- A claim for the recovery of costs and/or damages by a landlord or tenant as a result of failing to comply with his/her obligations as outlined in the tenancy agreement; or
- A claim for the recovery of costs and/or damages by a landlord or tenant for ending a tenancy which is not in accordance with the Act.

The RTB offers two options for dispute resolution:

### Mediation:

Mediation is a free service offered by the RTB that allows two or more disputing parties to resolve their conflict in a mutually agreeable way with the help of a neutral third party, a mediator. Mediation can also be done via telephone, which is a faster and more convenient option. The aim of mediation is to give landlords and tenants a shared understanding of the issue, so they can work towards reaching a mutually satisfactory outcome and agreement. The mediation process is not based on examining evidence or determining who is right or wrong, but rather how parties can resolve the issue by working together. It is confidential, and the outcomes are not published on the RTB website.

## Adjudication:

The fee for adjudication is €15 for an online application and €25 for a paper application. This involves a hearing before an independent adjudicator, where both the landlord and tenant present their evidence and the adjudicator makes a binding decision. Adjudication hearings take place in 7 regional centres nationwide. Although adjudication proceedings and the adjudicator's report are confidential, it is important to remember that the Determination Order will be published on the RTB website and will list the names of the case parties and the rental property address.

## Tenancy Tribunal:

If you are unhappy with the outcome of either mediation or adjudication, you can refer your case to a three-person tenancy tribunal, who are appointed to review the case and evidence from the beginning and make a final decision. The fee for lodging an appeal to a tenancy tribunal is €85 if submitted online and €100 if submitted by paper. Tribunal reports are published in full on the RTB website.

## Damages/Redress

Redress that may be granted by the RTB can involve the payment of:

- > up to €20,000 of damages to a party to a dispute;
- > up to €20,000 or double the annual rent concerned (whichever is higher), where a payment is directed in respect of arrears of rent.

**For further information on the dispute resolution services offered by the RTB please visit [www.rtb.ie](http://www.rtb.ie).**



# Student Specific Accommodation

Student Specific Accommodation (SSA), i.e. accommodation built for the use of students, including accommodation provided for by educational authorities, is under the remit of the RTB.

## What do we mean by a student?

A student is defined under the Residential Tenancies Act as a person registered as a student with a relevant provider (within the meaning of the Qualifications and Quality Assurance (Education and Training) Act 2012).

## Types of Accommodation

### Student Specific Accommodation

All on-campus or Student Specific Accommodation provided to students during the academic year, normally provided by educational institutions and/or the private sector, are under the remit of the RTB. This includes both licenses and tenancies and whether or not the accommodation is self-contained.

This is in recognition of the fact that student accommodation often consists of shared communal spaces. While a student tenant is entitled to ‘peaceful occupation’, they do not have the right to ‘exclusive’ occupation. This may mean that the landlord can enter communal areas without permission from the occupants, however ‘house-rules’ and any agreement in place, should make this clear from the outset of the tenancy. Good communication is crucial.

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### Privately-owned Accommodation

Landlords in the private rented sector who provide accommodation to students that are not “purpose-built” for students remain under the remit of the RTB. To read more about your rights and responsibilities as a tenant in the private rented sector, please refer to page 18.

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### Digs Style or Rent a Room Schemes

‘Digs style’ or Rent a Room style student accommodation remains outside of the RTB’s jurisdiction.

## What do these changes to law mean for Student Specific Accommodation?

For the most part, this means that landlords and student tenants will have access to many of the rights and responsibilities found in the private rental sector, including having access to the RTB's dispute resolution service.

All providers of student accommodation are required to register their tenancies with the RTB. The registration requirements are different for SSA, compared with the private rental sector, as each room in a unit will need to be registered. For further details on student registration, please email [ssa@rtb.ie](mailto:ssa@rtb.ie).

All student accommodation must comply with the laws governing rent reviews. This means that any tenancy that sits in a Rent Pressure Zone (RPZ) has to abide by the maximum annual rent increase of 4% and rents outside RPZs can only be reviewed every 24 months. For more information, please visit page 23.

## Are there any differences between students and tenants?

A person registered as a student in Student Specific Accommodation, whether provided by educational institutions or the private sector, is not entitled to 'Part 4' rights. Normally, in the private rental sector, after 6 months of continuous occupation, a tenant is entitled to remain on for a further 5.5 years and landlords can only end such a tenancy for a specific reason as seen on page 31. However, this is not the case for student tenants. While a student accommodation landlord is still required to issue a valid written notice of termination and appropriate notice period, they are not required to provide one of the six grounds for termination (but must provide a reason) for termination.

All student tenancies require a written 28 days' notice for when their tenancy / licence is coming to an end. This is a legal requirement, and a reason must be provided for this notice. Further information on serving a notice of termination can be found on page 29.

## What are the notice periods to end a student tenancy?

A landlord of Student Specific Accommodation is required to serve a valid written notice of termination with a notice period of no less than 28 days and provide a reason.

Where a student has not fulfilled their tenancy obligations a landlord can serve a:

**28-day notice** – where the student has not complied with the responsibilities of the tenancy, despite being notified of this and being given reasonable time to correct the matter or matters.

**7-day notice** for serious anti-social behaviour where there is a high and imminent risk of death, serious injury or danger to any person living, working or otherwise lawfully in the dwelling concerned or its vicinity or to the structure of the property as a result of a student's anti-social behaviour. This is the most severe notice of termination available under the legislation and should not be served by a landlord unless strong proof is available.

The landlord does not have to serve a warning notice if they believe the behaviour of the tenant meets the criteria as listed and they have the evidence to back it up.

A sample warning notice and notice of termination for breach of obligations can be found on [www.rtb.ie](http://www.rtb.ie).





# Investigations and Sanctions

The Residential Tenancies (Amendment) Act 2019 establishes an investigations and sanctions process that will allow the RTB to proactively monitor and enforce key areas of the legislation.

The RTB has a new investigations and sanctions unit dedicated to investigating potential breaches of rental law by a landlord in relation to:

- Failing to comply with the RPZ requirements including attempting to increase the rent above 4% in an RPZ and seeking to falsely rely on the exemptions to the RPZ. For example, rent increase above the 4% limit where no substantial change to the nature of the dwelling has occurred.
- Failing to register the tenancy and/or notify the RTB where the amount of rent has changed.
- Failing to offer a tenant their tenancy back where it has been terminated for certain specific grounds which are no longer relevant, and the tenant has provided their contact details to the landlord.

For example, a property was not sold, a family member is no longer or never was in occupation of the accommodation.

- Providing false or misleading reasons for terminating a tenancy. For example, stating the reason for termination as the landlord requiring the property for family occupation.

## Investigations & Sanctions Unit

The introduction of the new powers of investigation and sanctions give the RTB a more active and direct regulatory role in the rental sector and will allow the RTB to support landlords in complying with the legislation.

The RTB can conduct investigations into potential breaches of law by landlords with or without a formal complaint. The landlord will be afforded the opportunity to acknowledge their breach and bring the investigation to an end at an early stage. Where it is found breaches have occurred, a caution or sanction can be applied on a landlord of up to a maximum fine of €15,000 and costs of €15,000.

## Proactive Investigations

The RTB can also initiate investigations of potential breaches of rental law. We will use our registration data and information from referrals made to us to commence investigations.

## How do I report potential breaches of rental law?

The RTB has in place a dedicated Investigations and Sanctions Information Helpline where you can speak to us and raise your concerns about potential breaches of the rental law. The RTB team can assist you during the call and will explain the process. A formal complaint can also be made in writing by filling out and returning the RTB Sanctions and Alleged Breach Complaint form which can be found on [www.rtb.ie](http://www.rtb.ie).

If you have information you wish to share with us about potential breaches of rental law by landlords or require more information before submitting a formal complaint, contact us on our dedicated Investigations and Sanctions Information Helpline – 0818 776297 or 023 8832811.



# Minimum standards required for rented accommodation

## What standard must the rented property meet?

By law, all rental properties must meet minimum standards. Local authorities are responsible for enforcing these standards and carry out regular inspections of rented accommodation. If a rented dwelling does not meet these minimum standards, a landlord could be prosecuted. Further information about minimum standards is available on [www.rtb.ie](http://www.rtb.ie) and [www.housing.gov.ie](http://www.housing.gov.ie). Some examples of minimum standards include:

- The building must be free from damp and in good structural repair.
- There must be hot and cold water available to the tenant.
- The building must have adequate ventilation and heating, which the tenant can control.
- Appliances must be in good working order.
- Electrical wiring, gas and water pipes should be in good repair.
- A 4-ring hob, oven, grill, fridge, freezer (or combined fridge-freezer), and microwave oven must be provided. This does not apply to Approved Housing Body tenants.
- Access to a fire blanket and fire alarms.
- Access to refuse bins.
- Provision of laundry facilities like a washing machine and access to a dryer (if there is no access to a yard) – this does not apply to Approved Housing Body tenants.

- There must be suitable safety restrictors attached to a window which has an opening through which a person may fall, and the bottom of the opening is more than 1400mm above the external ground level. Suitable safety restrictors must secure the window sufficiently to prevent such falls.
- Properties should contain, where necessary, devices that trigger alarms for carbon monoxide (a deadly gas). These devices should be in suitable locations and be in good working order.
- Each bathroom or shower room should contain a permanently fixed heater that is properly maintained. The room should also be properly ventilated.

With this, new minimum standards have been introduced whereby no white goods have to be provided if you offer a tenancy for a minimum of 10 years.

**If repairs or an inspection need to be carried out, you must arrange with the tenant to enter the property. You are only allowed to enter the property with the tenant's permission.**

The Housing (Standards For Rented Houses) Regulations 2019 came into effect on 1 May 2019.



# Contact Us



## Contact us for further information

Phone the RTB on **01 702 8100** or **0818 303037**.

For the **RTB Investigations and Sanctions Information Helpline**, call **0818 776297** or **023 8832811**.

All postal correspondence should be directed to:

*Residential Tenancies Board, PO Box 47, Clonakilty, County Cork*



## Email us

Customer Service **customerservice@rtb.ie**

Tenancy Registration **registrations@rtb.ie**

Registration Enforcement **enforcement@rtb.ie**

Dispute Resolution **disputes@rtb.ie**

Tribunal Queries **tribunals@rtb.ie**

Determination Order Enforcement **enforceorder@rtb.ie**

Media and Press **media.queries@rtb.ie**

Data Protection **data.protection@rtb.ie**

Freedom of Information - Send your request by post to the *FOI Officer, FOI Unit, RTB, PO BOX 12323, Dublin 2.*



## Twitter

**@RTBinfo**



## Website

Please visit our website **www.rtb.ie** for more information.







## Contact us

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