Being a Good Tenant

What is a tenant?

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

<table>
<thead>
<tr>
<th>Duration of Tenancy</th>
<th>Landlord Notice Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 6 months</td>
<td>28 days</td>
</tr>
<tr>
<td>6 months or more but less than a year</td>
<td>35 days</td>
</tr>
<tr>
<td>1 year or more but less than 2 years</td>
<td>42 days</td>
</tr>
<tr>
<td>2 years or more but less than 3 years</td>
<td>56 days</td>
</tr>
<tr>
<td>3 years or more but less than 4 years</td>
<td>84 days</td>
</tr>
<tr>
<td>4 years or more but less than 5 years</td>
<td>112 days</td>
</tr>
<tr>
<td>5 years or more but less than 6 years</td>
<td>140 days</td>
</tr>
<tr>
<td>6 years or more but less than 7 years</td>
<td>168 days</td>
</tr>
<tr>
<td>7 years or more but less than 8 years</td>
<td>196 days</td>
</tr>
<tr>
<td>8 or more years</td>
<td>224 days</td>
</tr>
</tbody>
</table>

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).
• 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.

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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 facilities 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”)