



Bord um Thionóntachtaí Cónaithe
Residential Tenancies Board

BEING A GOOD LANDLORD

A guide to the Residential Tenancies Act



AUGUST 2017

About Us

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 and provide information to the public.

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 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, must register their tenancies. A public register of tenancies is available on our 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.

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.

Disclaimer

Even though care has been taken in the preparation and publication of this document, the Residential Tenancies Board, its servants or agents assume no responsibility for and give no guarantees, undertakings or warranties concerning the accuracy, completeness or up to date nature of the information provided in this document and do not accept any liability whatsoever arising from any errors or omissions contained therein.

What is a landlord?

A landlord is a person who leases or rents a property to someone. The person who rents the property is a tenant. The agreement between the landlord and the tenant is called a tenancy agreement. This agreement can be in writing or verbal. The landlord may be an individual or an Approved Housing Body. Approved Housing Bodies, also called Housing Associations, are not-for-profit organisations which provide social housing.

Security of tenure

Recent changes to the legislation aim to move towards a situation where longer term tenancies are more common.

For tenancies that began before the 24th of December 2016, after a 6 month probationary period, the tenant secures the right to remain in the property for a further 3¹/₂ years. This is known as a 'Part 4 tenancy'.

For tenancies that began after the 24th of December 2016, security of tenure has increased, and after a 6 month probationary period, the tenant secures the right to remain in the property for a further 5¹/₂ years.

A 'further Part 4 tenancy' begins once the initial 'Part 4 tenancy' has finished. From the 24th December 2016, when a 'further Part 4 tenancy' commences, it lasts for 6 years for all tenancies.

This also applies to tenants in Approved Housing Bodies.

What is a lease?

A lease is a binding contract between a landlord and tenant. A lease can be verbal or written. It should state:

- ✓ the total rent to be paid by a tenant, and when it is due to be paid.
- ✓ your rights and responsibilities as a landlord.
- ✓ your tenant's rights and responsibilities.

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

A lease should not contain terms that contradict legal rights. 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).

What is a fixed term tenancy?

A fixed term tenancy is a tenancy that lasts for a specific amount of time. 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 in the dwelling for up to 6 years and the landlord can only terminate the tenancy on limited grounds.

Tips for a successful tenancy

This checklist may help you avoid or at least minimise disputes with tenants:

- ✓ Check references before renting the accommodation.
- ✓ When accepting deposits, give the tenant a receipt.
- ✓ If there is a lease agreement, give a copy to the tenant and explain the contents.
- ✓ 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.
- ✓ Show new tenants around the property, provide a rent book and make sure all rent and other payments are recorded in it.
- ✓ Every three months, ask the tenant if everything is satisfactory and if so, have them sign and date a statement confirming this.
- ✓ 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.

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.
- ✓ End the tenancy in the first six months without reason if there is no fixed term lease in place. After six months you can terminate the tenancy for certain reasons (see page 9). Different considerations apply for a fixed term lease.
- ✓ 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).
- ✓ Be told about any repairs needed and be given reasonable access to fix them.
- ✓ Refer disputes to the RTB.

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**, or contact us on 01-702 8100, or 0818 30 30 37 for a paper application.
- ✓ Give your tenant a rent book and receipts of payment.
- ✓ Make sure your property is in good condition.
- ✓ Maintain the property to the standard it was in at the start of the tenancy.
- ✓ Reimburse the tenants for any repairs they carried out on the structure that they requested with you which you did not carry out within a reasonable time.
- ✓ Insure the property.
- ✓ 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.
- ✓ Give the tenant a written notice of termination at the end of the tenancy (sample notices can be found on **www.rtb.ie**).
- ✓ Return the tenants' deposit promptly at the end of the tenancy, unless lawfully withheld. You can deduct any rent arrears, outstanding bills, or the cost of damages in excess of normal wear and tear to the accommodation. If a tenant terminates a tenancy early, you can deduct for the losses incurred.
- ✓ Schedule a property inspection with the tenant. Landlords are encouraged to carry out regular inspections on their properties.
- ✓ Make sure there is access to refuse bins at the property.

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 Right and Equality Commission, or make a complaint through the Workplace Relations Commission.

What are my tenant's responsibilities?

While renting a property, a tenant is responsible for:

- ✓ Paying their rent in full and on time.
- ✓ Keeping the property in good order and telling the landlord when repairs are needed. Tenants must give the landlord and those carrying out repairs access to fix the maintenance issues.
- ✓ Ensuring they do not harm the property for example drying clothes inside without proper ventilation, as this may cause damp to spread.
- ✓ Allowing you to carry out inspections of the property at reasonable intervals on an agreed date and at an agreed time with the tenant.
- ✓ Letting you know who is living in the property. You are entitled to know who is living in the property, and tenants can not let others move in without your consent.
- ✓ Not engaging in antisocial behaviour.
- ✓ Complying with the terms of the tenancy agreement, whether written or verbal.
- ✓ Giving proper notice when they plan to end the tenancy.
- ✓ Keeping a record of all repairs, payments and dealings with the landlord.
- ✓ Ensuring they don't do anything that could affect your insurance premium on the property. For instance, a tenant should not engage in any hazardous acts that would invalidate your insurance on the structure of the dwelling.

What standards must the rented property meet?

By law, your rented property must meet minimum standards. Local authorities are responsible for enforcing these standards and carry out regular inspections of rented accommodation. If your property does not meet these minimum standards, you could be prosecuted. Further information about minimum standards is available on www.rtb.ie and 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.

New minimum standards since July 2017 include:

- ✓ 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.

If repairs or an inspection need to be carried out, you must make an arrangement with the tenant to enter the property. You are only allowed to enter the property with the tenant's permission, or in an emergency however you must try to contact the tenant first.

Can I inspect the property?

As a landlord you have a right to inspect the property, and you should carry out regular inspections. 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.

What taxes must I pay on rent?

All landlords must pay tax on any rental income received. The Revenue Commissioners operate a self-assessment system for tax on rental income. If you are not already registered for self-assessment, you need to complete Revenue's Form TR1 (more details on www.revenue.ie). You can deduct certain expenses from the tax you owe.

Who pays for services?

Usually, it is the tenants' responsibility to pay for services such as gas, electricity, phone and rubbish collections.

Who pays for insurance?

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.

Who pays for repairs?

The landlord is responsible for repairs due to damage caused by normal wear and tear. If the damage is beyond normal wear and tear, the tenant is responsible.

You are required to pay the tenant back if:

- ✓ They carried out repairs with your consent.
- ✓ They wrote to you about an essential repair and you did not carry this repair out in a reasonable time.

Can I review the rent?

There have been recent changes made to legislation to ensure renting in Ireland moves to a more long term rental sector. Measures have been introduced to moderate rent increases in certain areas where rents continue to rise. These areas are called Rent Pressure Zones. From the date of the next rent review, rents in these areas can only rise by up to 4% each year. You can check if an area is located within a Rent Pressure Zone by using the rent calculator on **www.rtb.ie**.

Table 1: Rent reviews in Rent Pressure Zones

If you are a landlord with a tenancy in a Rent Pressure Zone which began before 24th December 2016:	If you are a landlord with a tenancy in a Rent Pressure Zone which began on or after 24th December 2016:
<p>The rent can only be reviewed 24 months (2 years) after the tenancy came into existence, or 24 months after the date the rent was last set.</p> <p>When the next rent review is due, you can apply the Rent Pressure Zone formula to determine the rent increase. After this, you will be entitled to review your rent every 12 months.</p>	<p>You can review the rent each year and it can be increased by up to 4% each year.</p> <p>The rent being set should not be more than that of local market rents for similar properties.</p>

Use our Rent Calculator on www.rtb.ie to calculate the new rent amount for tenancies within Rent Pressure Zones.

Table 2: Rent reviews outside of Rent Pressure Zones

If you are a landlord with a tenancy outside a Rent Pressure Zone
<p>You can only review the rent once every two years. This review must be done in line with the current market rent.</p>

What should a rent review notice contain?

You must inform your tenant of any review to the rent with at least 90 days' notice in writing of the change in rent. This notice must state:

- ✓ the new rent on the property.
- ✓ 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.
- ✓ if the tenancy is located in a Rent Pressure Zone, the formula used for calculating the new rent must be included.

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 tenants total household income. There is no set notice period, but the law states you should be given notice “as soon as practicable”.

Please visit **www.rtb.ie** for more information on Rent Pressure Zones and rent reviews. Sample notices of rent reviews can also be found on the website.

How do I 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 .
- ✓ Be signed by you or your authorised agent.
- ✓ Give the date that the notice is sent.
- ✓ 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 9). A fixed term lease can only be ended during the fixed term if the lease has those permitted grounds written into it.
- ✓ 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 termination 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**.

What are the notice periods to end a tenancy?

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

Table 3: Notice periods required to end a tenancy

Duration of tenancy	Landlord notice period
Less than 6 months	28 days
6+ months, but less than 1 year	35 days
1+ year, but less than 2 years	42 days
2+ years, but less than 3 years	56 days
3+ years, but less than 4 years	84 days
4+ years, but less than 5 years	112 days
5+ years, but less than 6 years	140 days
6+ years, but less than 7 years	168 days
7+ years, but less than 8 years	196 days
8+ years	224 days

Grounds for ending a tenancy

If a tenancy has lasted less than 6 months, you don't have to give a reason to end the tenancy.

If a tenancy lasts 6 months or more, you must give a reason, (under the grounds contained in Section 34 of the Act), 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.

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

The property no longer suits the needs of the tenant, for example, it may be too small. 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.

3. You or a family member want to live in the property*

If you or a family member intend to live in the property, the tenancy can be terminated. In this case, a statutory declaration providing specific details must be included in the notice of termination or given with the notice of termination stating this. (This does not apply to Approved Housing Bodies).

4. You want to sell the property

The tenancy can be terminated if you intend to sell the property within three months of the termination date. If this happens, a statutory declaration must also be given with the notice of termination confirming your intention to sell. There is a new restriction, in force 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.

5. Significant refurbishment of the property*

A tenancy can be terminated if you intend to carry out substantial refurbishment of the property. In this case, specific details of what works are to be carried out and planning permission, if relevant, should be provided in a statement given with the notice of termination or set out in the notice of termination itself. If planning permission is not relevant, the notice must give the name of the contractor and the dates and proposed duration of the works to be carried out.

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.

* *The termination notice must also say that the tenant will be offered first refusal to take up tenancy of the property if the property becomes available to rent again.*

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.

Sample notices of termination and sample Statutory Declarations can be found on www.rtb.ie.

What if the notice was unlawful?

If a tenant has left a property after receiving a notice of termination citing one of the above 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.

Can I end a tenancy for breach of responsibilities?

If, at any stage during the tenancy, you wish to end a tenancy due to a tenants' breach of responsibilities, you must first write to the tenant outlining their breach and offering reasonable notice to remedy the breach (a warning notice is not required for ending a tenancy on the basis of serious anti-social behaviour). If the tenant fails to remedy their breach, a 28 day notice of termination can be issued. If a tenancy has lasted less than 6 months, no reason has to be given to terminate the tenancy.

Can I end a tenancy if the tenant does not pay rent?

Yes, non-payment of rent is a breach of the tenant's responsibilities. You must write to the tenant saying how much rent is due, give the tenant reasonable notice (usually 14 days) to pay it, and outline what will happen if they don't pay. If the tenant fails to pay the rent due in the time given, you may serve a notice of termination giving 28 days' notice.

Can I end a fixed-term tenancy?

Yes, you can end a fixed-term tenancy, during the period of the fixed-term, if the tenant has breached one of the conditions of their lease.

If the reason for ending a fixed-term tenancy is non-payment of rent, you must send a warning letter allowing a reasonable amount of time to pay the rent (at least 14 days), before a 28 day notice of termination can be issued.

If the reason for ending the tenancy is because of a breach of the tenant's responsibilities, you must state the breach in the warning notice, and in a 28-day notice if one follows.

A tenant can end a fixed term tenancy if a landlord has refused a request by the tenant for subletting or assignment of the lease.

Can I end a tenancy in cases of serious anti-social behaviour?

Yes, in the case of serious anti-social behaviour, you only have to give 7 days' notice of termination. However, you must be able to prove the anti-social behaviour.

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. If a tenant is ending a tenancy because you have breached your responsibilities, the tenant must first write to you, state the breach of responsibilities, and give you a reasonable time, usually 14 days, to resolve the problem. If you do not resolve the problem, the tenant may give 28 days' notice to end the tenancy.

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

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

How much notice must a tenant give to end a tenancy?

The amount of notice a tenant must give to end a tenancy is set out in the table below. However, you and your tenant can agree a shorter period of notice when the notice is given.

Table 4: Notice required for tenant to end a tenancy

Duration of tenancy	Tenant notice period
Less than 6 months	28 days
6+ months, but less than 1 year	35 days
1+ year, but less than 2 years	42 days
2+ years, but less than 4 years	56 days
4+ years, but less than 8 years	84 days
8+ years	112 days

Can the tenant end a fixed-term tenancy?

A tenant can end a fixed-term tenancy if:

- ✓ You have breached your responsibilities as a landlord (the tenant must first have written to you and given you an opportunity to remedy the situation).
- ✓ You have refused to allow the tenant to assign or sublet the tenancy (this does not apply to Approved Housing Bodies).

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 the RTB finds 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.

If you want to terminate a tenancy, you must serve a valid Notice of Termination on the tenant. If the tenant does not vacate upon the expiration of a valid Notice of Termination, then you can send the RTB a dispute resolution application.

Sample notices of termination can be found on www.rtb.ie.

What must I do at the end of a tenancy?

At the end of a tenancy, you should:

- ✓ Arrange a time with the tenant for a final inspection of the dwelling.
- ✓ Arrange an inspection of the property with the tenant to identify any damage or breakages above normal wear and tear that the tenant may need to address before the tenancy ends. You should go through the inventory that was completed at the start of the tenancy to check any changes in the condition of the property. You may need to deduct costs from the security deposit for items that are damaged beyond normal wear and tear.
- ✓ 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 you can arrange it and deduct the cost from the deposit.
- ✓ Get confirmation that the tenant will close any electricity, gas, or other utility accounts on leaving the property.
- ✓ Get the tenants new address and telephone number, if possible, to forward on any correspondence.
- ✓ Arrange for the tenant to return the keys.

How do I manage the return of the tenant's security deposit?

A security deposit is considered the lawful property of the tenant, however, you can establish a right to keep the deposit in certain circumstances.

You must refund the deposit in full and promptly, unless there are any deductions to be made. You can deduct:

- ✓ any rent arrears,
- ✓ outstanding taxes or charges, or
- ✓ the cost of damages in excess of normal wear and tear to the accommodation.

If a tenant terminates a tenancy early, you can deduct your costs for the losses incurred. If a tenant is in a fixed term tenancy and they leave before the end of the fixed term, they

may not get their full deposit back as the landlord is entitled to deduct the cost of re-letting the property and any lost rent from the deposit.

What can 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 to your tenant outlining what was said or agreed.

If the problem has not been resolved after a reasonable time, either you or the tenant can apply to the RTB for dispute resolution.

Dispute Resolution Services

The RTB offer two options for dispute resolution:

1. **Mediation** – this is a fast and free service where an independent mediator helps you and your tenant to come to an agreement. Mediation can also be done via telephone, which is a faster and more convenient option.
2. **Adjudication** – this involves a hearing before an independent adjudicator, where both the landlord and tenant present their evidence and the adjudicator makes a binding decision. The fee for adjudication is €15 for an online application and €25 for a paper application.

If you are unhappy with the outcome of either mediation or adjudication, you can refer your case to a tenancy tribunal, who are appointed to review the case and evidence from the beginning and make a final decision.

The maximum amount of damages that can be awarded to either side in a dispute is €20,000.

For further information

Phone the RTB on 01 702 8100 or 0818 303037.

All postal correspondence should be directed to:

Residential Tenancies Board
PO Box 47, Clonakilty, County Cork

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



RTB Bord um Thionóntachtaí Cónaithe
Residential Tenancies Board

For further information

Phone the RTB on 01 702 8100 or 0818 303037.

All postal correspondence should be directed to:

Residential Tenancies Board

PO Box 47

Clonakilty

County Cork

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