



Bord um Thionóntachtaí Cónaithe
Residential Tenancies Board

BEING A GOOD TENANT

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 tenant?

A tenant is someone who rents accommodation from a landlord. A landlord is a person who leases or rents a property to someone. 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.

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.
- ✓ live with 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 holiday letting agreement.
- ✓ have rented the property through AirBNB – an online, residential accommodation booking service.

What should I look for when renting accommodation?

Before renting a property, you should:

- ✓ make sure it meets your needs.
- ✓ know what you can afford.
- ✓ decide where you would like to live.

The following questions may help:

- ✓ Is the property secure and of good quality?
- ✓ Does it meet your size, location and other needs?
- ✓ Can you afford the rent as well as electricity, gas and other regular bills?
- ✓ Are there any signs of dampness in the property?
- ✓ Are all appliances and facilities in working order?
- ✓ Who is responsible for paying waste disposal charges, you or the landlord?
- ✓ How much is the deposit and are there any conditions on its return when you move out?

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 'further Part 4 tenancy' commences, it lasts for 6 years.

'Part 4 tenancies' also apply 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:

- ✓ how much rent you have to pay and when you have to pay it.
- ✓ your rights and responsibilities as a tenant.
- ✓ your landlord'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 your legal rights. For example, your lease may state that the landlord has unlimited access to the property, however under the Act, you are entitled to privacy as a tenant and a landlord must have your permission to access the property (however, in an emergency a landlord can access the property, provided they have attempted to make contact with you 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 your landlord:

- ✓ Check **www.rtb.ie** to see if your landlord has had a case taken against them by another tenant before renting the accommodation.
- ✓ Get a receipt from the landlord when you pay your deposit.
- ✓ Get a copy of any lease (if there is one) and make sure you understand it.
- ✓ Make sure to get a list of contents and condition of all items in the property from the landlord before the tenancy starts. This is called an 'inventory'. Where possible, take photographs of the property at the start and end of the tenancy as a record of its condition.
- ✓ Keep the property in the condition it was in at the start of the tenancy.
- ✓ Tell the landlord promptly when repairs and maintenance works are needed to the property.

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 - this means that it must be structurally sound, have hot and cold water, and adequate heating. The electricity and gas supply must be in good repair and all appliances must be working.
- ✓ Privacy – the landlord can only enter the property with your permission, unless it is an emergency and they have tried to contact you.
- ✓ A rent book, written contract or lease with the landlord.
- ✓ Be told about any increase in rent.
- ✓ Be able to contact the landlord or their authorised agent at any reasonable time.
- ✓ 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 carry out within a reasonable timeframe.
- ✓ A valid notice of termination before the end of a tenancy.
- ✓ Refer disputes to the RTB.

What are my responsibilities as a tenant?

- ✓ Pay your rent in full and on time.
- ✓ Keep the property in good order and tell the landlord when repairs are needed. You must give the landlord and those carrying out repairs access to carry out repairs.
- ✓ Keep a record of all repairs, payments (including receipts) and dealings with your landlord.
- ✓ Make sure that you do not damage the property, for example by drying clothes inside without proper ventilation (as this may cause dampness).
- ✓ Allow the landlord to carry out inspections of the property at reasonable intervals on agreed dates and times.
- ✓ Let the landlord know who is living in the property. You cannot let others move in without the landlord's consent.
- ✓ Behave responsibly and not engage in antisocial behaviour.
- ✓ Comply with the terms of the tenancy agreement, whether written or verbal.
- ✓ 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.

What are my landlord's responsibilities?

- ✓ Register your tenancy with the RTB within one month of it starting.
- ✓ Give you a rent book and receipts of payment.
- ✓ Make sure the property is in good condition.
- ✓ Maintain the property to the standard it was in at the start of the tenancy by making sure that the necessary repairs are done.
- ✓ Pay you for any repairs you carried out on the structure of the property which you told the landlord about in advance of these repairs but which the landlord did not carry out within a reasonable time.
- ✓ Insure the property.
- ✓ Pay property taxes and any other charges that you are not responsible for, as agreed in the lease.
- ✓ Provide you with their contact details or the contact details of the agent working on their behalf.
- ✓ Give you a written notice of termination at the end of the tenancy (sample notices can be found on www.rtb.ie).

- ✓ Return your deposit promptly at the end of the tenancy, less any amount lawfully withheld. A landlord can deduct any rent arrears, outstanding bills, or the cost of damages in excess of normal wear and tear to the accommodation, from your deposit. If you terminate a tenancy early, a landlord can deduct from the deposit for losses incurred.
- ✓ To arrange an agreed date and time to inspect the property. (Landlords are encouraged to carry out regular inspections of their properties.)
- ✓ Make sure there is access to refuse bins at the property.

By law, you should know that a landlord cannot refuse to rent you a property because of your:

- ✓ gender.
- ✓ marital status.
- ✓ family status.
- ✓ sexual orientation.
- ✓ religion.
- ✓ age.
- ✓ disability.
- ✓ race.
- ✓ payments from any State housing options such as Rent Supplement, or
- ✓ membership of the Travelling Community.

If you feel that you have been discriminated against in terms of renting a property on any of the above points, contact the Irish Human Right and Equality Commission, or complain to the Workplace Relations Commission.

What standards must the property meet?

By law, the property you rent 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, your landlord could be prosecuted. Further information about minimum standards are available on www.rtb.ie and www.housing.gov.ie.

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 you.
- ✓ The building must have adequate ventilation and heating, which you 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, write to your landlord requesting the repairs.

Can a landlord inspect the property?

A landlord can only enter your property if:

- ✓ they have your permission, or
- ✓ it is an emergency but they must try to contact you first.

A landlord has a right to inspect the property and should carry out regular inspections. If you continuously object to your landlord entering the property to inspect it, you are not meeting your responsibilities.

Who pays for services?

Usually you have to pay for services such as gas, electricity, phone and rubbish collections. If you use a rent book, write in these payments as a record. If there is no rent book, you should keep all receipts as proof of payment.

Who pays for insurance?

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

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

Who pays for repairs?

In general, the landlord is responsible for repairs due to damage caused by normal wear and tear. If the damage is beyond normal wear and tear, you are responsible.

The landlord must pay you back if you:

- ✓ carried out repairs with the landlord's consent.
- ✓ wrote to the landlord about an essential repair and the landlord did not carry out the repair in a reasonable time.

Remember to keep receipts of work done.

Can my rent be reviewed?

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 your 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

Tenancies before 24th December 2016:	New tenancies on or after 24th December 2016:
<p>Your landlord can only review the rent 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, the landlord will apply the Rent Pressure Zone formula to determine the rent increase. Market rent will still apply. After this, the landlord will be entitled to review your rent every 12 months.</p>	<p>Your landlord 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 renting privately outside a Rent Pressure Zone
<p>Your landlord cannot review your rent more than once every two years. This review must be done in line with the current market rent.</p>

What kind of notice should you get for a rent review?

You have to be told about any review to your rent. You should get 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 you getting the notice or before the date the new rent starts, and
- ✓ that the landlord, in their opinion, states that 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 you pay to an Approved Housing Body depends on the total household income in your home. 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 is a tenancy ended?

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

- ✓ Be in writing.
- ✓ Be signed by the landlord or 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, a landlord needs to use permitted grounds to end the tenancy, such as they wish to sell the property or they or a family member wish to move back in (see page 10). 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 you must leave the property and state that you have the full 24 hours of this date to vacate the property.
- ✓ Say you have 28 days to refer the termination to the RTB if you have any question about the validity of the notice or the landlord’s right to end the tenancy.

To view sample notices of termination, please visit **www.rtb.ie**.

What are the notice periods to end a tenancy?

The amount of notice needed to end a tenancy depends on how long you have lived in the property. The lease agreement may give you a longer period of notice, and a landlord and tenant may also agree a shorter period of notice, but 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: Landlord notice 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

By law, the notice period starts the day after the tenant receives the notice. So, if you receive the notice on a Monday, the notice period is counted from the Tuesday.

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

What are the grounds for terminating a tenancy?

If a tenancy has lasted less than 6 months, the landlord does not have to give a reason to terminate your tenancy.

If a tenancy lasts more than 6 months, your landlord must give you a reason, under the grounds contained in Section 34 of the Act, as to why the tenancy is ending. By law, the grounds to end a tenancy must be one of the following:

1. You have not met your responsibilities

You have 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. The landlord or their family member want to live in the property*

If the landlord or a family member intends to live in the property, your 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 ground does not apply to tenants in Approved Housing Bodies).

4. The landlord wants to sell the property

The landlord intends 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*

You must leave the property so the landlord can carry out substantial refurbishment of the property. In this case, specific details of what works 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*

The landlord intends to change the use of the property, for instance a landlord intends 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 you will be offered first refusal to take up tenancy of the property if the property becomes available to rent again.*

What if the notice was unlawful?

If you have 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 or take place, you 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 you may be reinstated back into the rented dwelling.

Can I end my tenancy?

Yes, you can end the tenancy. A tenant only has to give a reason to end a tenancy if the landlord has breached their responsibilities. You must first write to the landlord, state the breach of responsibilities, and give reasonable time – usually 14 days – to resolve the problem. If the landlord does not resolve the problem, you can give 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 the landlords' failure to comply with their responsibilities, the tenant only has to give 7 days notice. You do not need to send a warning letter in this situation.

Table 4: Tenant notice required 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

How much notice do I have to give if the landlord has breached their responsibilities?

If your landlord is in breach of their responsibilities, you must write to your landlord, tell them they have breached their responsibilities, and give them reasonable time (usually 14 days) to resolve the problem. If they do not resolve the problem, you may give 28 days notice to leave regardless of how long you have lived in the property.

Can I end a fixed-term tenancy?

You can end a fixed-term tenancy if:

- ✓ The landlord has breached their responsibilities (you must first write to the landlord and give them an opportunity to remedy the situation as described above).
- ✓ The landlord has refused to allow you to sublet or assign the tenancy. In this case, you must give notice depending on how long you have lived in the property.

This does not apply if you are an Approved Housing Body tenant.

Can a landlord end a fixed-term tenancy?

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

If the reason for ending a fixed-term tenancy is non-payment of rent, the landlord must send a warning letter allowing a reasonable amount of time for you to pay the rent (usually 14 days), allowing you to pay the rent arrears in full. If you do not pay your rent, the landlord can issue a 28 day notice of termination.

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

What is an illegal eviction?

An illegal eviction can happen where a landlord, through force, intimidation or otherwise (such as cutting off utilities, changing the locks and so on) denies you access to your rented property or removes your belongings from the property.

If the RTB finds that a landlord has evicted you unlawfully, your landlord may be directed to allow you re-enter the property. The landlord may also have to pay you damages (up to €20,000). This amount will depend on the circumstances of the case.

To terminate a tenancy, a landlord must serve a valid Notice of Termination on you. If you do not vacate by the due date (as written on the Notice), then a dispute resolution application can be submitted to the RTB.

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

What happens at the end of a tenancy?

At the end of a tenancy, your landlord should:

- ✓ Arrange a time with you to do the final inspection of the dwelling. This inspection should refer to the inventory of items in the property that you were given when you first moved in. The inspection will identify any damage or breakages above normal wear and tear that you may need to address before you leave.
- ✓ The landlord should also:
 - Agree with you about how the cleaning of the property is to be done, if the property is not left reasonably clean and tidy at the end of the tenancy. You can arrange the cleaning or your landlord can arrange it and deduct the cost from the deposit.
 - Make sure you will close any electricity, gas, or other utility accounts on leaving the property.
 - Get your new address and telephone number so they can then send you on any post.
 - Arrange for the return of keys.

How do I get my deposit back?

By law, a deposit is considered yours, but the landlord can establish a right to keep your deposit in certain circumstances.

When you leave the property, the landlord must return the deposit promptly. However, the landlord may deduct the cost of:

- ✓ Rent arrears.
- ✓ Any outstanding taxes or charges.
- ✓ Damage to the property in excess of normal wear and tear.

If you have not given the correct amount of notice of termination, you may not be entitled to all of your deposit back.

If you are in a fixed-term tenancy and leave before the end of the fixed term, you may not get your deposit back as the landlord is entitled to deduct the cost of re-letting the property and any lost rent from your deposit.

If you think your landlord is unfairly keeping your deposit, discuss it with the landlord and try to resolve the situation. If you cannot sort it out between you, you can refer a dispute to the RTB.

How can I avoid being unfairly blamed for damaging the property?

When you move in:

- ✓ Note any damage to the property.
- ✓ Check the list of contents to see if everything listed is actually in the property.
- ✓ Photograph the property and contents as a record of their condition.

Both you and the landlord should agree the condition of the property and its contents and appliances in writing so no-one can say otherwise later.

What can I do if I have a dispute with my landlord?

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

If the problem has not been resolved after a reasonable time, either you or the landlord 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 the landlord and tenant to come to an agreement. Mediation can also be done by 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.

Notes



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