

LANDLORD OBLIGATIONS

General

A landlord must:

1. Register the tenancy with the RTB upon its commencement and thereafter, annually within 1 month of the anniversary of the commencement date;
2. Allow the tenant to enjoy peaceful and exclusive occupation;
3. Comply with minimum standards prescribed by law for rented properties (e.g. in relation to appliances);
4. Not charge anyone upfront more than 1 month's rent and/or a deposit equal to more than 1 month's rent for the purpose of securing a tenancy. In addition, a tenant cannot be charged more than 1 month's rent in advance during the course of the tenancy.
5. Return the tenant's deposit promptly at the end of the tenancy, less any amount for rent arrears, lawful charges or damage beyond normal wear and tear.
6. Notify the tenant of any authorised agent. Provide contact details for the landlord/the landlord's authorised agent, which the tenant can use to make contact during reasonable times.
7. Maintain the structure of the property and carry out any repairs needed to the structure and interior;
8. Reimburse the tenant for repairs where the landlord has failed or refused to carry out such repairs within a reasonable time.
9. Provide, where possible, suitable bins for refuse outside the property (e.g. exception applies where a management company is responsible for refuse);
10. Insure the structure of the property;
11. Forward the management company of the dwelling any written complaint about it from the tenant and provide any response to the tenant.
12. Enforce the obligations of a tenant (an obligation owed to third parties, e.g. a neighbour).

Rent setting

1. A landlord cannot set the rent above market rent and if the property is in a rent pressure zone (RPZ), the rent can also not be greater than permitted by the RTB's RPZ calculator. (Limited exemptions apply to the RPZ rent control).
2. If the property is in an RPZ, a landlord must inform the tenant in writing, at the start of the tenancy, of the amount of rent set under the previous tenancy, the date it was set and how it was calculated.
3. Unless there has been a substantial change in the nature of the accommodation since the last rent setting that warrants a different rent, a rent review cannot be carried out more than once: every: (i) 12 months if the property is in an RPZ, and (ii) 24 months if the property is outside an RPZ.
4. To change the rent, a landlord must serve a notice of rent review on the tenant in the prescribed form. 90 days' notice of the new rent must be given. Forms can be found on www.rtb.ie.

5. A landlord must inform the RTB if relying on an exemption to the RPZ rent control by filling out a notice in the prescribed form and sending it to the RTB.
6. If a landlord changes the rent, the landlord is obliged to inform the RTB of this within one month.

(Different rent setting rules apply to Approved Housing Body (AHB) and Cost Rental tenancies. Please visit www.rtb.ie for useful information and a RPZ calculator to help calculate a lawful rent).

TENANT OBLIGATIONS

A tenant must:

1. Pay the rent and any other lawful charges payable to the landlord under the tenancy (even if there is a dispute before the RTB).
2. Notify the landlord / the landlord's agent of any repairs needed.
3. Allow the landlord (or a person acting on the landlord's behalf) reasonable access to the property to inspect it and to carry out repairs.
4. Not cause a deterioration in the condition of the property beyond normal wear and tear and must reimburse the landlord if this occurs.
5. Not use the property for commercial purposes.
6. Not alter or improve the property without the landlord's written consent.
7. Not behave in a way that is anti-social or allow others to act in this way.
8. Not do anything that would invalidate the landlord's insurance (or allow others to do this). Pay any increase in the insurance premium resulting from the tenant's conduct.
9. Not assign or sub-let without the landlord's written consent. (AHB or Cost Rental tenants are not permitted to assign or sublet).
10. Not do anything that would cause the landlord to breach the landlord's legal obligations in relation to the dwelling/tenancy.
11. Inform the landlord in writing of the identity of all occupants (excluding other tenants).

SECURITY OF TENURE

The law gives tenants protections over how long the tenant can remain in the property. These are known as 'Part 4 tenancy' rights. Part 4 tenancies can only be ended on limited grounds (see below).

Tenancies commencing prior to 11 June 2022

If a tenancy commences prior to 11 June 2022 and the tenant has remained in occupation for 6 months (without a valid notice of termination being served), the tenant acquires the right to stay in the property for a further 5½ years. Prior to 11 June 2022, unless the tenancy is terminated in accordance with the law at the end of that 6-year period, the tenant will have acquired 'further Part 4 tenancy' rights - the right to stay in the property for another 6-year period. These 6-year cycles will have continued unless the tenancy was validly terminated.

Tenancies after 11 June 2022

If a tenancy commences on or after 11 June 2022 new rules apply. The 6 year tenancy cycles referred to above will be replaced by tenancies of unlimited duration (also known as Part 4 tenancies). This means:

1. For all new tenancies that commence on or after 11 June 2022 where the tenant has remained in occupation for 6 months (without a valid notice of termination being served), the tenant will have a right to remain in the property for an unlimited duration.
2. For all tenancies existing on 11 June 2022, the landlord can consent (in writing) to the tenancy becoming a tenancy of unlimited duration. If the landlord does not consent, the tenancy will continue under the pre-11 June 2022 rules but instead of becoming a further Part 4 tenancy (at the end of a 6 year tenancy), the tenancy will automatically transition to become a tenancy of unlimited duration.

The rules at 1 and 2 above, are subject to the landlord's right to end the tenancy in accordance with the law.

Exceptions

Tenants (and licensees) of student specific accommodation and tenants in other limited circumstances are not protected by 'Part 4 tenancy' rights. For further details on security of tenure, please visit www.rtb.ie

ENDING A TENANCY

Notices and notice periods

If a landlord or a tenant wish to end a tenancy they must in all cases (regardless of the circumstances) serve a valid notice of termination giving the required period of notice. A landlord must, at the same time, copy the RTB with any notice of termination (NOT) they serve on a tenant. Failure by a landlord to copy the RTB with a NOT will invalidate the NOT. Shorter notice periods apply if the landlord or tenant has breached his/her obligations. Warning notices must first be served where there is a breach of obligation, except in serious cases of anti-social behaviour or where there is a serious risk to a person or the property. A landlord's warning notice to a tenant who has failed to pay rent must be copied to the RTB.

Visit www.rtb.ie for information on terminating a tenancy and sample notices of termination which contain the details required to comply with the law.

First 6 months - the landlord or tenant may end the tenancy during the first 6 months without giving a reason.

6 months plus (Part 4 tenancies)

A tenant can end a tenancy that is greater than 6 months old at any stage. The tenant is not required to give a reason but must still give the minimum notice period required by law and serve a notice of termination on the landlord only (i.e. no need to copy to the RTB).

A landlord can only end a tenancy in respect of a:

1. Breach of obligation by the tenant;
2. Failure by the tenant to pay rent;
3. The property is no longer suitable for the accommodation needs of the tenant and of any persons residing with him/her;
4. The landlord intends to sell the property within 9 months of termination;
5. The landlord requires the property for his/her own occupation or occupation by a family member;
6. The landlord intends to substantially refurbish or renovate the property

7. The landlord intends to change the use of the property.
8. Termination notice served during the first six months.
9. Termination notice served prior to the start of a further Part 4 tenancy.

Ground 5 does not apply to AHB tenancies. Grounds 4 - 7 do not apply to Cost Rental tenancies. Ground 9 does not apply to Tenancies of Unlimited Duration.

DISPUTES

The RTB provides a dispute resolution service for landlords and tenants. These services include a free and highly successful mediation service. Disputes can also be determined by an independent adjudicator for a fee.

Dispute type

Most residential landlord and tenant disputes may be referred to the RTB – e.g. disputes in relation to the rate of rent initially set or following a rent review, arrears of rent or other charges, breach of obligation, tenancy terminations, overholding, the return of a deposit, landlord's failure to re-let a dwelling to a tenant where required and the penalisation of a tenant by a landlord.

Timelines

Some disputes must be referred to the RTB within specific timelines. For example, a dispute in relation to:

- ▶ a notice of termination - within 90 days of receipt of the notice, or within 28 days where there is a breach of obligation.
- ▶ a notice of rent review - before the new rent becomes payable or within 28 days of receiving the notice (whichever is later).

Redress

Adjudicators (and tenancy tribunals on appeal) have powers to determine a dispute and make declarations and provide relief as considered appropriate (e.g. direct that an amount of rent be paid or a property be vacated). Damages may also be awarded as compensation.

Monetary awards are capped:

- ▶ damages - €20,000; and/or
- ▶ arrears of rent or other charges - €20,000 or twice the annual rent whichever is higher but subject to a maximum of €60,000.
- ▶ Up to €1,000 may also be payable to a party for costs/expenses.

SANCTIONS

The RTB has an investigation and sanctions unit dedicated to investigating certain breaches of the residential tenancy law by landlords ("Improper Conduct"). Improper conduct includes failing to register a tenancy, setting the rent above permitted levels in RPZs and failing to comply with any obligation to offer a reletting of the dwelling to the former tenant. If improper conduct is found a landlord could receive a caution, a fine of up to €15,000 and/or be liable for up to €15,000 in RTB costs.

DATA EXCHANGE

The RTB may disclose details in relation to a tenancy to the local authorities, Department of Social Protection and the Revenue Commissioners.

PRIVACY

The RTB respects your privacy and is committed to complying with Data Protection law. For information on how the RTB handle your personal data, please refer to the RTB Privacy Statement at www.rtb.ie/privacy-statement.