

Providers of Building Works and Miscellaneous Provisions Act 2022: **Helpful Information**

This document provides information on new legislation called the Regulation of Providers of Building Works and Miscellaneous Provisions Act 2022. This new law took effect on 6 July 2022.

Changes to serving a Notice of Termination

1. Do all Notices of Termination have to be copied to the Residential Tenancies Board (RTB)?

Yes, from 6 July 2022 there is a new requirement on landlords to send a copy of all Notices of Termination served on a tenant to the RTB. This must happen on the **same day** as the notice is served on the tenant. This requirement will apply to all tenancies, including where the tenancy has lasted less than 6 months.

Failure to send a copy to the RTB at the same time as it is served on the tenant(s) will invalidate the Notice of Termination.

The date of service is, for example, the date the notice is posted, or hand delivered. The copy of the Notice of Termination for the RTB can be emailed to NoticeofTermination@rtb.ie or posted to the Residential Tenancies Board, PO Box 47 Clonakilty, Co. Cork.

2. What happens if a Notice of Termination served after 6 July 2022 is not copied to the RTB on the same day as the notice is served on the tenant?

The notice will be deemed invalid if it is not copied to the RTB on the same day as it is served on the tenant. Landlords are encouraged to retain a copy of any notice served and retain proof of postage to the RTB. If, for example, a landlord is serving a Notice of Termination on the tenant by post or hand delivery, then the landlord must serve the RTB on the same day by email or post.

Notices can be emailed to NoticeofTermination@rtb.ie or posted to the Residential Tenancies Board, PO Box 47 Clonakilty, Co. Cork.

Sample Notices of Termination can be found on RTB.ie.

3. Have the notice periods for landlords ending a tenancy changed?

Yes, from 6 July 2022, when a landlord wishes to end a tenancy, there are new notice periods that the landlord must provide a tenant. The new notice periods are only for tenancies that are 7

years old or less. There has been no change to the notice periods for tenancies that are greater than 7 years old. These are outlined below:

Duration of tenancy notice period	Days
Less than 6 months	90 days
Not less than 6 months but less than one year	152 days
Not less than 1 year but less than 7 years	180 days
Not less than 7 years but less than 8 years	196 days
Not less than 8 years	224 days

The notice periods for tenants ending a tenancy remain unchanged and can be found on RTB.ie.

4. Has there been any increase to the notice periods where a tenant has breached their obligations?

No, the increase in the notice period does not apply where a landlord is ending a tenancy for breach of tenant obligations.

When a landlord wishes to end a tenancy for breach of tenant obligations, the landlord must first issue the tenant with a warning notice, outlining what the breach is and give the tenant a reasonable amount of time to resolve the issue. If the tenant does not resolve the breach in this timeframe, the landlord can proceed to issue a 28-day Notice of Termination. The 28-day Notice of Termination can be provided regardless of how long the tenancy has existed. A 7-day Notice of Termination can be served where there is serious anti-social behaviour and no warning notice is required.

Sample warning notices and sample Notices of Termination can be found on RTB.ie.

5. Has the process for ending a tenancy when the tenant is in rent arrears changed?

No, the process for a landlord to end a tenancy for rent arrears is unchanged. Landlords must continue to serve a copy of the written rent arrears warning notice to the RTB.

In rent arrears cases, the 28-day warning notice period will count from the date that the tenant or the RTB have received the warning notice, whichever occurs later. If a landlord does not submit a copy of the warning notice to the RTB and the landlord proceeds to issue a Notice of Termination, the Notice of Termination will be invalid.

A landlord must also send a copy of the rent arrears Notice of Termination to the RTB on the same day they serve it on their tenant. The Notice of Termination will be invalid if this requirement is not met.

6. Do landlords have to copy the RTB with all warning notices for breach of tenant obligations such as for anti-social behaviour or damage to the property beyond normal wear and tear?

No, the only warning notice that must be copied to the RTB at the same time as it is served on the tenant is the rent arrears warning notice.

7. How do I send a copy of the Notice of Termination to the RTB?

The Notice of Termination should be attached to the RTB Notice of Termination Return form which can be found on RTB.ie.

It can be emailed to NoticeofTermination@rtb.ie or posted to the Residential Tenancies Board, PO Box 47 Clonakilty, Co. Cork. If for example a landlord is serving a Notice of Termination on the tenant by post or hand delivery, then on the same day the landlord must serve the RTB by email or post.

If posting, the RTB recommends using certified post to ensure landlords have proof of the date the RTB was sent the copy of the Notice of Termination.

8. Do tenants now have additional time to apply for Dispute Resolution with the RTB?

Yes, if the tenant is not in breach of their tenant obligations and has an issue with the validity of the Notice of Termination received, a tenant now has 90-days from when they receive the notice to apply for Dispute Resolution with the RTB. This means that a tenant must submit a dispute application to the RTB within 90-days of the receipt of the notice.

Notices of Termination served for breaches of tenant obligation such as rent arrears remain unchanged. In those circumstances, the tenant will have 28-days from when they receive the notice to apply for Dispute Resolution with the RTB. This means that a tenant must submit a dispute application to the RTB within 28-days of the receipt of the notice.

Information on the RTB's Dispute Resolution Services and sample Notices of Termination can be found on RTB.ie.

Obligation on landlords to offer tenant the opportunity to re-let where applicable

9. Which Notices of Termination require the landlord to offer the property to their previous tenants if it becomes available for re-let?

When a landlord ends a tenancy for certain reasons (outlined below), they must offer the previous tenant(s) the option to re-let the property, where the property becomes available again under certain conditions. These specific reasons and their related conditions are outlined below:

- **When the landlord wants to sell the property.** In these instances, the landlord must offer the tenancy back to the previous tenant(s) if they do not enter into an agreement to sell the property within nine months from the expiry of the notice period.
- **When the landlord ends the tenancy because they require the property for their own use or family use.** In these instances, the landlord must offer the property back to the previous tenant(s) if the property is vacated by the landlord or the family member and becomes available for re-let within 12 months from the expiry of the notice period.
- **When the landlord wants to significantly refurbish their property.** The landlord must offer the tenancy back to the previous tenant(s) once the refurbishment works are complete.

- **When the landlord wants to change the use of the property.** The landlord must offer the property back to the previous tenant(s) if the property becomes available for re-let within 12 months from the expiry of the notice period.

If a dispute in relation to the validity of the Notice of Termination has been referred to the RTB, the time periods above will run from the final determination of the dispute.

Sample warning notices and sample Notices of Termination can be found on [RTB.ie](https://www.rtb.ie).

10. Have the rules about getting a tenant's contact details in order to offer the dwelling to re-let changed?

Yes, before 6 July 2022, it was the tenant's responsibility to provide their contact details to the landlord, in writing within 28-days from when they received the Notice of Termination if they wanted to be considered for an offer to re-let.

This has changed - it is now the landlord's responsibility to ensure that they have made every reasonable effort to obtain the tenant's contact details and offer the property back where applicable.

11. Can the RTB assist landlords in obtaining tenants contact details?

Yes, from 6 July 2022 the RTB can assist in providing contact details of tenants to landlords for the purpose of facilitating a re-letting offer.

12. How will the RTB assist landlords and tenants to ensure an offer to re-let can be made?

STEP 1: Landlords must send a copy of **all** Notices of Termination to the RTB on the same day as the notice is served on the tenant(s). The Notice of Termination will be deemed **invalid** if this requirement is not met.

STEP 2: Upon receipt of the Notice of Termination, the RTB will contact the landlord(s) and the tenant(s) and provide them with:

- A statement setting out a summary of their tenancy rights and obligations and details of the RTB's Dispute Resolution Service.
- An invitation to the tenant(s) to provide their contact details in writing (email will suffice) to the RTB. The RTB will also request their consent to pass those details to the landlord so that the landlord can later contact them should the property become available to relet (under the specific reasons outlined above).

STEP 3: If the rented dwelling becomes available for relet as per the conditions set out above, the landlord **must** offer the property back to the previous tenant. If the landlord has made reasonable efforts to get the contact details and contact the tenant but has been unsuccessful, they **must** contact the RTB in order for the RTB to pass those details to the landlord (assuming the tenant has consented to same).

STEP 4: Upon receipt of the landlord's request, the RTB will forward those details to the landlord. Where the tenant has not previously provided contact details to the RTB, the RTB will attempt to contact the tenant. The RTB will request them to provide up-to-date contact details and consent for the RTB to provide them to the landlord. The tenant will have **7-days** to respond.

STEP 5: If the tenant(s) then provides their contact details and consent, the RTB will pass them on to the landlord. The tenant will have a maximum of **7-days** to accept or reject the offer to re-let from the landlord.

If the tenants contact details cannot be obtained, the RTB will confirm to the landlord that they can proceed to re-let the dwelling.

13. If there were multiple tenants and the property becomes available to rent again, must the landlord offer the property back to all the tenants?

Yes, landlords must offer the property re-let to all the tenants that were living in the accommodation at the time that the tenancy was terminated. The landlord must make a reasonable effort to obtain their current contact details to make the offer to re-let their property.

14. How long does a tenant have to decide if they want to move back in?

A tenant has a reasonable period not exceeding 7-days to accept the offer from the landlord to re-let the property.

15. What happens if a landlord does not contact the tenant to offer the property back where they were required to do so?

Tenants can apply for Dispute Resolution with the RTB if their previous rented accommodation is now re-let and not offered back in accordance with the law. A landlord could face damages of up to €20,000 to a tenant for breaches of their obligations or depriving them of the property or a determination that the tenant be allowed to resume possession of the dwelling concerned.

The RTB can investigate and sanction landlords for potential breaches of rental law including failure to offer a tenant their tenancy back when it was ended for the specific reasons listed above. Where it is found that a landlord has breached the law, a caution or a fine can be issued to a landlord of up to a maximum of €15,000 and costs of €15,000.