**EXPLANATORY NOTE**

**TERMINATING A TENANCY - BREACH OF TENANT OBLIGATIONS**

**(except rent arrears and serious anti-social behaviour)**

**Important: please read carefully before completing the notice of termination[[1]](#footnote-1)**

**REQUIREMENT TO SERVE TENANT AND RESIDENTIAL TENANCIES BOARD (“RTB”)**

**The landlord must send a copy of the notice of termination to the RTB on the same day as the notice is served on the tenant.** **The notice of termination will be invalid if this requirement is not met.** The notice of termination can be sent to the RTB by email at noticeoftermination@rtb.ie or by post to PO Box 47, Clonakilty, Co. Cork.

Visit [www.rtb.ie](http://www.rtb.ie/) for more information on how to terminate a tenancy.

**REQUIREMENTS WHEN TERMINATING A TENANCY FOR BREACH OF TENANT OBLIGATIONS**

Tenants have legal obligations under the Residential Tenancies Act 2004 (as amended). For example, not to cause damage to the dwelling beyond normal wear and tear. If a tenant breaches his/her obligations, the landlord must first serve a warning notice on the tenant providing the tenant with a reasonable amount of time to remedy the breach (e.g. to stop the unlawful behaviour and pay for repairs). If the breach is not resolved within that reasonable period of time, a landlord can proceed to serve a notice of termination that gives the tenant 28 days’ notice that the tenancy is being terminated.

Different rules apply if the landlord is terminating a tenancy for breach of obligation:

* where the tenant is in rent arrears;
* where the tenant has engaged in serious anti-social behaviour; and
* if the tenancy is not a Part 4 tenancy.[[2]](#footnote-2)

Visit [www.rtb.ie](http://www.rtb.ie) for further details on these grounds of termination and sample notices of termination that apply in these circumstances.

**JOINT INSPECTION PRIOR TO TERMINATION**

In order to allow the tenants an opportunity to fix any issues with regard to the dwelling i.e. cleaning, repairs and replacements for damage in excess of normal wear and tear, it is recommended that the landlord and tenant carry out a joint inspection a few days / weeks before the tenant is due to vacate and then again on the day the tenant vacates the dwelling.

**- End of explanatory note -**

**WARNING NOTICE**

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| **Breach of tenant obligations****(except rent arrears and serious anti-social behaviour)** |

 To: *(INSERT NAME OF TENANT(S))*

**BREACH OF OBLIGATIONS**

As tenant(s) of *(INSERT ADDRESS OF RENTED DWELLING)*you are in breach of your tenancy obligations by *(TICK THE RELEVANT BOX AND INSERT FURTHER DETAILS.* ***DELETE THE GROUNDS THAT DO NOT APPLY****)*:

1. Failing to allow the landlord / landlord’s agent reasonable access to the dwelling (on a time and date agreed in advance with the tenant) for the purpose of carrying out an inspection.*(INSERT DETAILS)*. **☐**
2. Failing to allow the landlord/ landlord’s agent reasonable access to the dwelling for the purpose of carrying out repairs. *(INSERT DETAILS).* The repairs required are *(INSERT DETAILS)*. **☐**
3. Failing to notify the landlord / landlord’s agent of repairs needed. The repairs needed are *(INSERT DETAILS)*. **☐**
4. Causing a deterioration in the condition of the dwelling beyond normal wear and tear and not remedying this or covering the costs of the damage. Details of the damage caused are *(INSERT DETAILS)*. **☐**
5. Using the dwelling for a purpose other than a residential purpose without the landlord’s written consent. The dwelling is currently being used as *(INSERT DETAILS)*. **☐**
6. Altering or improving the dwelling without the landlord’s written consent by *(INSERT DETAILS)*. **☐**
7. Behaving in a way that is anti-social or allowing others to act in this way. The behaviour concerned is *(INSERT DETAILS)*.[[3]](#footnote-3) **☐**
8. Engaging in conduct that would invalidate the landlord’s insurance (or by allowing others to do this). The conduct concerned is *(INSERT DETAILS)*. **☐**
9. Assigning or sub-letting the tenancy without the landlord’s written consent.[[4]](#footnote-4) *(INSERT DETAILS)*. **☐**
10. Causing the landlord to breach the landlord’s legal obligations in relation to the dwelling / tenancy by *(INSERT DETAILS)*. **☐**
11. Failing to inform the landlord in writing of the identity of all occupants (excluding other tenants). *(INSERT DETAILS)*. **☐**
12. Other *(SPECIFY OTHER BREACH OF OBLIGATION, SUCH AS FAILURE TO PAY LAWFUL CHARGES SET OUT IN THE LEASE).* **☐**

**STEPS YOU MUST TAKE TO RESOLVE THE ISSUE**

As of today, the *(INSERT DATE)*, you have failed to respond to requests to resolve the breach of your tenancy obligations: *(INSERT DETAILS OF ALL COMMUNICATIONS WITH THE TENANTS)*.

I am providing you with a period of *(INSERT REASONABLE AMOUNT OF TIME)* to remedy the breach of your tenancy obligations by *(STATE WHAT THE TENANT HAS TO DO TO REMEDY THE BREACH E.G. PERMIT AN INSPECTION ON A DATE AND TIME AGREED)*. Should you fail to remedy the breach within this period, I am entitled to serve you with a notice of termination that terminates your tenancy with just 28 days’ notice.

This warning notice is served on ***(INSERT DAY/MONTH/YEAR)****.* ***(The date of service is for example, the date the notice is posted, or hand delivered).***

 Signed:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*[SIGN ABOVE AND PRINT NAME HERE]*

Landlord or landlord’s authorised agent

**IMPORTANT NOTE FOR LANDLORDS: The landlord must send a copy of the notice of termination to the RTB on the same day as the notice is served on the tenant. The notice of termination will be invalid if this requirement is not met.**

**NOTICE OF TERMINATION**

**- Breach of tenant obligation -**

**(except rent arrears and serious anti-social behaviour)**

To: *(INSERT NAME OF TENANT(S))*

**TERMINATION DATE**

The tenancy of the dwelling at *(INSERT ADDRESS)* will terminate on *(INSERT DAY/MONTH/YEAR)*. This is the “termination date”.[[5]](#footnote-5)

You must vacate and give up possession of the dwelling on or before the termination date.

You have the whole of the 24 hours of the termination date to vacate and give up possession.

**REASON FOR TERMINATION**

The reason for the termination of the tenancy is because you have breached your tenancy obligations and have not remedied this breach following the warning notice served on you on *(INSERT DATE WARNING NOTICE SERVED)*.

The reason you have breached your tenancy obligations is by *(TICK THE RELEVANT BOX AND INSERT FURTHER DETAILS.* ***DELETE THE GROUNDS THAT DO NOT APPLY****)*:

1. Failing to allow the landlord / landlord’s agent reasonable access to the dwelling (on a time and date agreed in advance with the tenant) for the purpose of carrying out an inspection*. (INSERT DETAILS)*. **☐**
2. Failing to allow the landlord / landlord’s agent reasonable access to the dwelling for the purpose of carrying repairs required. *(INSERT DETAILS).* The required repairs are *(INSERT DETAILS)*. **☐**
3. Failing to notify the landlord / landlord’s agent of repairs needed. The repairs needed are *(INSERT DETAILS)*. **☐**
4. Causing a deterioration in the condition of the dwelling beyond normal wear and tear and not remedying this or covering the costs of the damage. Details of the damage caused are *(INSERT DETAILS)*. **☐**
5. Using the dwelling for a purpose other than a residential purpose without the landlord’s written consent. The dwelling is currently being used as *(INSERT DETAILS)*. **☐**
6. Altering or improving the dwelling without the landlord’s written consent by *(INSERT DETAILS)*. **☐**
7. Behaving in a way that is anti-social or allowing others to act in this way. The behaviour concerned is *(INSERT DETAILS)*.[[6]](#footnote-6) **☐**
8. Engaging in conduct that would invalidate the landlord’s insurance (or by allowing others to do this). The conduct concerned is *(INSERT DETAILS)*. **☐**
9. Assigning or sub-letting the tenancy without the landlord’s written consent.[[7]](#footnote-7) *(INSERT DETAILS)*. **☐**
10. Causing the landlord to breach the landlord’s legal obligations in relation to the dwelling / tenancy by *(INSERT DETAILS)*. **☐**
11. Failing to inform the landlord in writing of the identity of all occupants (excluding other tenants). **☐**
12. Other *(SPECIFY OTHER BREACH OF OBLIGATION, SUCH AS FAILURE TO PAY LAWFUL CHARGES SET OUT IN THE LEASE)*. **☐**

**IF YOU (THE TENANT) DISPUTE THIS NOTICE OF TERMINATION**

Any issue as to the validity of this notice of termination or the right of the landlord to serve it, must be referred to the Residential Tenancies Board (“RTB”) under Part 6 of the Residential Tenancies Act 2004 (as amended) within 28-days from the date of receipt of it.

**INSPECTION OF DWELLING AND RETURN OF DEPOSIT**

In order to ensure that there is no delay on returning the deposit, the landlord suggests carrying out inspections on *(INSERT DATE)* and/or *(INSERT DATE)* at *(INSERT TIME)*. Please let the landlord or the landlord’s authorised agent know which date and time is convenient for you.

**DATE OF SERVICE**

This notice is served on**you the tenant and the RTB on *(INSERT DAY/MONTH/YEAR)****.*[[8]](#footnote-8) ***(The date of service must be the same for both the tenant and the RTB).***

Signed:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*[SIGN ABOVE AND PRINT NAME HERE]*

Landlord or landlord’s authorised agent

*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* [*https://www.rtb.ie/privacy-statement*](https://eur04.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.rtb.ie%2Fprivacy-statement&data=05%7C01%7CDaniel.ORourke%40rtb.ie%7C75a487bf4d544db221e208da6bbc2f6d%7Cf8f7e24b3e5b49ecbbc337d638d4f68d%7C0%7C0%7C637940753243157773%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C3000%7C%7C%7C&sdata=R72Ng7nJOGDPHW%2FstLn0GL2ddw%2FK95v1H1QDt0xXJo0%3D&reserved=0)

1. This note, the attached warning notice and notice of termination are intended as a guide only. You should refer to the specific requirements set out in the Residential Tenancies Act 2004 (as amended). The RTB accepts no liability for any errors or omissions. [↑](#footnote-ref-1)
2. A tenant who has been renting for six months and has not been served with a written notice of termination, automatically acquires security of tenure. This is referred to as a ‘Part 4 tenancy’. A tenancy that is less than 6 months old is therefore not a Part 4 tenancy. Other accommodation types are also excluded from becoming Part 4 tenancies, for example, transitional housing. [↑](#footnote-ref-2)
3. Serious anti-social behaviour is not covered by this ground. Serious anti-social behaviour is behaviour that constitutes an offence likely to directly affect others and behaviour that causes (or could cause) fear, danger, injury, damage or loss to another person. A tenancy can be terminated for serious anti-social behaviour by serving a notice of termination that gives 7 days’ notice only that the tenancy is being terminated. No warning notice is required. For the notice of termination that applies in this circumstance, visit [www.rtb.ie](http://www.rtb.ie) [↑](#footnote-ref-3)
4. AHB and cost rental tenants and tenants of student specific accommodation are not permitted to assign or sub-let in any circumstance. [↑](#footnote-ref-4)
5. A tenant must receive the correct number of days’ notice as prescribed by s.67(2)(aa) of the Residential Tenancies Act 2004 (as amended). For breach of obligation this is 28 days. Day 1 of the notice period begins on the day immediately following the date of service of the notice. The RTB recommend that landlords give additional days when calculating the required notice period to ensure sufficient notice is provided. [↑](#footnote-ref-5)
6. Serious anti-social behaviour is not covered by this ground. Serious anti-social behaviour is behaviour that constitutes an offence likely to directly affect others and behaviour that causes (or could cause) fear, danger, injury, damage or loss to another person. A tenancy can be terminated for serious anti-social behaviour by serving a notice of termination that gives 7 days’ notice only that the tenancy is being terminated. No warning notice is required. For the notice of termination that applies in this circumstance, visit [www.rtb.ie](http://www.rtb.ie) [↑](#footnote-ref-6)
7. AHB, cost rental tenants and tenants of student specific accommodation are not permitted to assign in any circumstance. [↑](#footnote-ref-7)
8. The notice must be served on the tenant, and on the same day, a copy also served on the RTB. The date of service is, for example, the date the notice is posted, or hand delivered. The RTB also accepts service of this notice on its offices by email at noticeoftermination@rtb.ie (e.g. the landlord can post the notice of termination to the tenant and on the same day email it to the RTB). [↑](#footnote-ref-8)