**EXPLANATORY NOTE**

**TERMINATING A TENANCY - LANDLORD INTENDS TO CHANGE THE USE OF THE DWELLING**

**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 BECAUSE LANDLORD INTENDS TO CHANGE USE OF DWELLING**

A landlord is entitled to terminate a Part 4 tenancy[[2]](#footnote-2) where the landlord intends to change the use of the dwelling or the property containing the dwelling to some other use. Where planning permission is required for that change of use, that permission must be obtained first. The notice of termination must contain or be accompanied, in writing, by a statement that must specify the nature of the new use and provide other details. The details required in this statement are set out in the sample notice of termination attached.

**JOINT INSPECTION PRIOR TO TERMINATION**

In order to allow the tenants an opportunity to fix any issues with regard to the dwelling (e.g. 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 -**

**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**

 **- Landlord intends to change use of dwelling -**

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

**TERMINATION DATE**

Your tenancy of the dwelling at *(INSERT ADDRESS)* will terminate on *(**INSERT DAY/MONTH/YEAR)*. This is the “termination date”.[[3]](#footnote-3)

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 the landlord intends to change the use of the dwelling or the property containing the dwelling to some other use.

It is intended that the dwelling will be used as *(INSERT NATURE OF THE INTENDED USE E.G. OFFICE SPACE*).

**STATEMENT OF WORKS**

1. Planning permission is not required for the change of use.

*[****OR -*** *DELETE OPTION THAT DOES NOT APPLY]*

Planning permission is required for the change of use and has been obtained. See copy of planning permission attached.

1. Works are not to be carried out for the change of use.

 *[****OR*** *- DELETE OPTION THAT DOES NOT APPLY]*

Works are to be carried out for the change of use and details relevant to those works are as follows:

1. *(INSERT DETAILS OF WORKS)*;
2. The name of the contractor employed (if any) to carry out the intended works is *(INSERT NAME);*
3. The dates on which the intended works are to be carried out are *(INSERT DATES)*;
4. The proposed duration of the intended works is *(INSERT LENGTH OF TIME).*

**OPPORTUNITY TO REOCCUPY**

1. The landlord, **must** offer you the opportunity to re-occupy the dwelling if:
2. The dwelling becomes available for re-let within the period of 12 months from:
* expiry of the period of notice given by this notice of termination, or
* the final determination of a dispute, if a dispute in relation to the validity of the notice of the termination has been referred to the Residential Tenancies Board (“RTB”) for resolution under Part 6 of the Residential Tenancies Act 2004 (as amended) (the “Act”), and;
1. The tenancy to which the notice of termination relates has not otherwise been validly terminated on the grounds specified at paragraphs 1, 1A, 2 or 3 of the Table to the Act (namely because the tenant has breached his/her obligations, failed to pay rent, the dwelling is no longer suitable for the accommodation needs of the occupying household or the landlord intends to sell the property within 9 months of the termination of the tenancy).
2. The landlord understands that the landlord must make reasonable inquiries to obtain the tenant’s contact details for the purposes of offering the tenant a tenancy if the conditions in paragraph 3 are met. If the landlord is unable to contact the tenant, the landlord must contact the RTB and ask it to assist in seeking and providing contact details for the tenant.

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| **Note to tenants**: The RTB will be in touch with you separately to ask for your contact details to be kept on file to assist, if necessary, the landlord contacting you to offer you a tenancy should the dwelling become available for reletting as set out above. It is also recommended that you update the landlord directly of any change in your contact details. If the RTB and the landlord cannot ascertain your contact details after reasonable inquiry, there is no obligation on the landlord to offer you a tenancy should the dwelling become available to re-let. If the landlord does contact you to offer you a tenancy, **you will have a reasonable period not exceeding 7 days to accept this offer.** |

**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 RTB under Part 6 of the Act within 28 days from the date of receipt of it. New laws have increased this notice period from 28 days to 90 days.  This means that you must submit any dispute in relation to this notice of termination to the RTB within 90 days 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)*.[[4]](#footnote-4) *(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 notice of termination and statement 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 is renting for at least six months and has not been served a written notice of termination, automatically acquires security of tenure. This is referred to as a ‘Part 4 tenancy’. A landlord can only terminate a Part 4 tenancy on limited grounds. Visit [www.rtb.ie](http://www.rtb.ie) for further information. [↑](#footnote-ref-2)
3. A tenant must receive the correct number of days’ notice as prescribed by s.66(2)(a) of the Residential Tenancies Act 2004 (as amended). 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-3)
4. 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-4)