**EXPLANATORY NOTE**

**TERMINATING A TENANCY – SALE OF RENTED DWELLING**

**Important: please read carefully before completing the notice of termination[[1]](#footnote-2)**

**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 THE LANDLORD INTENDS TO SELL**

A landlord is entitled to terminate a Part 4 tenancy[[2]](#footnote-3) where the landlord intends, within 9 months after the termination date, to enter into an enforceable agreement to transfer to another for full consideration, his or her interest in the dwelling or property containing the dwelling.

The notice of termination must be accompanied by a **statutory declaration.** A statutory declaration must be signed in the presence of a Commissioner for Oaths, Practising Solicitor, Notary Public, or Peace Commissioner. Please note that the landlord must sign the statutory declaration him or herself. It cannot be signed on the landlord’s behalf by an authorised agent. If the landlord is a company, the statutory declaration should be signed by a person authorised by the company constitution to sign the document on its behalf (e.g. a Director or company secretary).

**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 sell -**

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”.[[3]](#footnote-4)

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, within 9 months after the termination date, to enter into an enforceable agreement for the transfer to another, for full consideration, of the whole of his or her interest in the dwelling or the property containing the dwelling (the “agreement to sell”).

**OPPORTUNITY TO REOCCUPY**

The landlord must offer you the opportunity to re-occupy the dwelling if the landlord does not enter into the agreement to sell. This is subject to certain conditions which are explained in the statutory declaration attached to this notice of termination.

**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. 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-5) *(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

**STATUTORY DECLARATION**

**- Landlord intends to sell -**

I, *(INSERT NAME),* the landlord, do solemnly and sincerely declare that:

1. I intend, within a period of nine months after the termination date, to enter into an enforceable agreement to transfer to another, for full consideration, the whole of my interest / the company interest in the dwelling or the property containing the dwelling at *(INSERT ADDRESS)* (the “agreement to sell”).
2. I will offer you the opportunity to re-occupy the dwelling under a tenancy if:
3. I do not enter into the agreement to sell within the period of 9 months beginning on:
	* The expiry of the period of notice given by the notice of termination that accompanies this statutory declaration (“the 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
4. 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 6 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 change the use of the property).
5. I understand that I **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 2 are met. If I am unable to contact the tenant, I must contact the RTB who will 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 sale agreement not go ahead. 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.**  |

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| **Note to landlord:** Paragraph 4 is only required where the landlord is selling 10 or more dwellings in a development that have tenancies and there is no requirement for those dwellings to be sold with the tenants in situ (see s.35A(2) and (3) of the Act). Delete paragraph 4 if not applicable. |

1. The dwelling is 1 of 10 or more dwellings the subject of a tenancy in a development being sold. However, the requirement under s.35A(2) of the Act that the dwelling be sold without the tenancy being terminated, does not apply:
2. as the price to be obtained by selling the dwelling with the tenancy, is more than 20 per cent below the market value that could be obtained for the dwelling with vacant possession; and
3. the application of s.35A(2) of the Act would, having regard to all the circumstances of this case, be unduly onerous on me, the landlord, or would cause me undue hardship.

I, [**Insert name of landlord**], make this solemn declaration conscientiously believing the same to be true and by virtue of the Statutory Declarations Act 1938.

[**Landlord to Sign Here**[[5]](#footnote-6)] …………………………………………………………

**Declared** before me ………………………………………….. a [practising solicitor] [notary public] [[commissioner for oaths](http://www.citizensinformation.ie/en/justice/civil_law/commissioners_for_oaths.html)] [peace commissioner] [person authorised by [insert authorising statutory provision] …………………………………………….. to take and receive statutory declarations] by [**Insert Name of Declarant (Landlord)]**……………………………………………………….

Who is personally known to me.

**Or**

Who has been identified to me by ……………………………… who is personally known to me and who has certified to me his/her personal knowledge of the declarant.

**Or**

The identity of the declarant has been established by me by reference to a [**Insert Identifying document\***] containing a photograph of the declarant.

This …………. day of …………….. 20XX at …………………….. [insert place of signature]

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

[**Signature of Witness**]

**\*Approved Identifying Documents to be provided to Witness of Statutory Declaration**

1. Passport issued by the authorities of an issuing State that is recognised by the Irish Government [passport number, date of issue and issuing State must be inserted].

2. National Identity Card issued by the authorities of an issuing State which is an EU Member State, the Swiss Confederation or a Contracting Party to the EEA Agreement [national identity card number, date of issue and issuing State must be inserted].

3. Aliens Passport issued by the authorities of an issuing State that is recognised by the Irish Government [passport number, date of issue and issuing State must be inserted].

4. Refugee Travel document issued by the Minister for Justice, Equality and Law Reform [document number and date of issue must be inserted].

5. Travel document (other than a refugee travel document) issued by the Minister for Justice, Equality and Law Reform [document number and date of issue must be inserted].

*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 statutory declaration 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-2)
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-3)
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-4)
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-5)
5. Landlord must sign and not authorised agent. [↑](#footnote-ref-6)