**EXPLANATORY NOTE**

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

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

**IMPORTANT NOTE FOR TENANTS:** If termination is due to the Landlord being in breach of obligations:-

1. The Tenant is required to give notice of the breach to the Landlord in writing and afford them a reasonable[[2]](#footnote-3) period of time within which to remedy the breach.
2. If the breach is not remedied within that reasonable period of time, a Notice of Termination may be served by the Tenant giving 28 days’ notice, no matter what duration the tenancy is.

**STEP ONE: WARNING NOTICE TO LANDLORD CONCERNING BREACH OF OBLIGATIONS**

**WARNING NOTICE**

|  |
| --- |
| **Breach of landlord obligations** |

To: [Insert Name of Landlord(s)]

As tenant of [Insert Address]I wish to put you on notice of your current breach of obligations as Landlord under Section 12 of the Residential Tenancies Acts 2004 (as amended) and/or obligations arising by or under any other enactment.

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

1. Failing to register the tenancy (INSERT DETAILS) **☐**
2. Failing to allow the tenant of the dwelling to enjoy peaceful and exclusive occupation of the dwelling (INSERT DETAILS) **☐**
3. Failing to comply with minimum standards prescribed by law (INSERT DETAILS) **☐**
4. Charging a tenant upfront more than one month’s rent and/ or a deposit equal to more than one month’s rent for the purpose of securing the tenancy (INSERT DETAILS) **☐**
5. Charging a tenant more than one month’s rent in advance during the course of the tenancy (INSERT DETAILS) **☐**
6. Failing to carry out necessary repairs to the dwelling(INSERT DETAILS) **☐**
7. Failing to provide, where possible, suitable bins for refuse outside the property (e.g. exception applies where a management company is responsible for refuse) (INSERT DETAILS) **☐**
8. Failing to insure the structure of the property(INSERT DETAILS) **☐**
9. Failing to notify the tenant of the name of the person, if any, (the “authorised agent”) who is authorised by the landlord to act on his or her behalf in relation to the tenancy (INSERT DETAILS) ☐
10. Failing toprovide to the tenant particulars of the means by which the tenant may, at all reasonable times, contact him or her or his or her authorised agent (INSERT DETAILS) **☐**
11. Failing to reimburse the tenant for repairs where the landlord has failed or refused to carry out such repairs within a reasonable time INSERT DETAILS) **☐**
12. Failing to forward to the management company of the dwelling any written complaint about it from the tenant and failing to provide any response by the management company to the tenant (INSERT DETAILS) **☐**
13. Failing to set the rent in accordance with the provisions of the Residential Tenancies Act 2004 (as amended) (INSERT DETAILS) **☐**
14. In the case of a tenancy in a Rent Pressure Zone, failing to inform the tenant in writing, at the start of a tenancy of the amount of rent set under the previous tenancy, the date it was last set and how the rent has been calculated (INSERT DETAILS) **☐**
15. Failing to carry out rent reviews in accordance with the provisions of the Residential Tenancies Act 2004 (as amended) (INSERT DETAILS) **☐**
16. Other(SPECIFY ANDINSERT DETAILS OF OTHER BREACH OF OBLIGATION) **☐**

By this notice I am giving you a period of [14[[3]](#footnote-4)] days from today’s date to remedy this breach of obligations and [Insert Details of what Landlord is required to do e.g. to perform the repairs to….]

Should you fail to do so within this period, I am entitled to terminate my tenancy pursuant to Section 68 of the Residential Tenancies Acts 2004 (as amended).

This Notice is served on the [INSERT DAY/MONTH/YEAR].

Signed:

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

**A.N. Other**

Tenant

***Or (if sent by and on behalf of multiple tenants)***

I, [Insert Name of Signing Tenant] sign this Notice on my own behalf and on behalf of the other tenants named below having obtained their permission to do so: -

1. **[Name of Tenant]**
2. **[Name of Tenant]**
3. **[Name of Tenant]**

**Signed:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Insert Name of Signing Tenant)

Tenant

**STEP TWO: NOTICE OF TERMINATION**

**NOTICE OF TERMINATION**

|  |
| --- |
| **Breach of landlord obligations** |

To: [*INSERT NAME of LANDLORD(S)]*

**TERMINATION DATE**

The tenancy of the dwelling at [*INSERT ADDRESS*] will terminate on *[INSERT DAY/MONTH/YEAR*]. This is the “termination date.[[4]](#footnote-5)”

**REASON FOR TERMINATION**

The reason for the termination of the tenancy is because you have breached your obligations as set out in the warning letter in relation to my/our tenancy and have not remedied this breach following the warning notice served on you on *(INSERT DATE WARNING NOTICE SERVED)*.

I am therefore entitled to terminate the tenancy pursuant to Section 68 of the Residential Tenancies Act 2004 (as amended). You are hereby given 28 days’ notice of termination.

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

Any issue as to the validity of this notice or the right of the tenant to serve it must be referred to the Residential Tenancies Board under Part 6 of the Residential Tenancies Acts 2004 (as amended) within 28 days from the date of receipt of it.

**DATE OF SERVICE**

This notice is served on you the landlord on ***[INSERT DAY/MONTH/YEAR]***.

Signed:

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

**A. N. Other**

Tenant

**Please note** - In order to ensure that there is no delay in returning my/our deposit, I/we would suggest you carry out an inspection on (INSERT DATE) and (INSERT DATE) at (INSERT TIME). Please let me/us know if this is convenient for you.

***Or (if terminating by and on behalf of multiple tenants)[[5]](#footnote-6)***

I, [Insert Name of Signing Tenant] sign this Notice on my own behalf and on behalf of the other tenants named below having obtained their permission[[6]](#footnote-7) to do so: -

1. **[Name of Tenant]**
2. **[Name of Tenant]**
3. **[Name of Tenant]**

**Signed:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Insert Name of Signing Tenant)

Tenant

*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*

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-2)
2. Please note that reasonable time to remedy a breach will depend on the circumstances. The 14-day period provided in the example is inserted for drafting purposes only and should not be relied upon as an expression of what may be deemed to be a reasonable period. [↑](#footnote-ref-3)
3. Tenant to amend as appropriate. [↑](#footnote-ref-4)
4. A landlord must receive the correct number of days’ notice as prescribed by s.68(2)(a) and (b) of the Residential Tenancies Act 2004 (as amended). For breach of obligation this is 28 days, unless the tenancy is being terminated by reason of behaviour of the landlord that poses an imminent danger of death or serious injury or imminent danger to the fabric of the dwelling or the property containing the dwelling. Day 1 of the notice period begins on the day immediately following the date of service of the notice. The RTB recommend that you give additional days when calculating the required notice period to ensure sufficient notice is provided. [↑](#footnote-ref-5)
5. Section 73 of the Act provides for a Notice of Termination by multiple tenants. This allows for a notice of termination to be signed by one tenant on behalf of all tenants, provided the Notice states that the signing tenant is signing on behalf of himself/herself and all of the tenants, **and** the other tenant or each other tenant is named in the Notice. [↑](#footnote-ref-6)
6. Section 73(3) of the Act states that any Notice of Termination served on behalf of multiple tenants without the prior knowledge or consent of said tenants is invalid. [↑](#footnote-ref-7)