

Tenancy termination by landlords

(Tenant not in breach of obligations)

This page sets out the general requirements where landlords wish to terminate a tenancy for grounds other than breach of tenant obligations. Please note that if the tenancy is subject to a fixed term agreement the terms of such will need to be taken into account.

If a tenancy has lasted for 6 months or longer and the landlord wants to terminate it, they can only do so for one of the following 6 grounds and by serving a valid Notice of Termination (NoT) giving the correct notice period:

1. The tenant is in breach of their obligations e.g. is in rent arrears, engaging in anti-social behaviour etc.*
2. The property is no longer suited to the tenant's needs.
3. The landlord intends to sell the property.
4. The landlord requires the property for personal or family use.
5. The landlord intends to carry out substantial refurbishment of the property.
6. The landlord intends to change the use of the property.

*** There are different requirements & notice periods when terminating a tenancy in respect of ground 1, please see overleaf for further information.**

There are different additional requirements when serving a NoT citing one of the above grounds e.g. statutory declaration.

For grounds 3 - 6, landlords are obliged to seek the tenant's contact details before the tenancy has ended. The reason being that if the property becomes available for re-let, they are obliged to offer the tenancy back to the former tenant.

The full list of requirements & sample NoT templates can be found on www.rtb.ie

Notice Periods

Duration of Tenancy	Minimum Notice Period
Less than 6 months	90 days
More than 6 months, less than 1 year	152 days
More than 1 year, less than 7 years	180 days
More than 7 year, less than 8 years	196 days
More than 8 years	224 days

To be valid, a NoT must:

- ✓ Be in writing.
- ✓ Be signed by the landlord or their agent.
- ✓ State the date of service of the NoT.
- ✓ State the grounds for terminating the tenancy (required if the tenancy has lasted for 6 months or longer).
- ✓ State the date by which the tenant must vacate the property and state that the tenant has the full 24 hours to do so.
- ✓ State the tenant has a maximum of **90 days** from the date they receive the NoT to refer it to the RTB if they have any question regarding its validity or the landlord's right to serve it.

Please note landlords are required to send a copy of the NoT to the RTB on the same day it is served on the tenant. If a landlord fails to do so, the NoT will be invalid.

Essential evidence for dispute cases regarding validity of NoT/Overholding

- ▶ Copies of NoT and proof of service on the tenant & RTB.
- ▶ Lease/letting agreements (where applicable).
- ▶ Relevant correspondence between the case parties.
- ▶ Copies of statutory declaration or other such mandatory statements (where applicable).

Tenancy termination by landlords

(For rent arrears or other breach of tenant obligations)

Rent Arrears

If a landlord intends to terminate a tenancy, which has lasted for 6 months or longer, because of rent arrears, they must comply with the following process:

Step 1: The landlord must serve a warning notice on the tenant providing them with a minimum **28 days** to pay the arrears.

Step 2: The landlord must also serve a copy of the warning notice on the RTB. Please note, the notice period only starts from the date the tenant & the RTB receive the warning notice.

Step 3: If the arrears are not fully paid before the warning period expires, the landlord can then proceed to serve a Notice of Termination (NoT) on the tenant. Any such NoT must give a minimum **28 days'** notice period.

Step 4: The landlord must also serve a copy of the NoT on the RTB on the same day it is served on the tenant.

Other breach of tenant obligations

If a landlord intends to terminate a tenancy because of any other breach of tenant obligations e.g. damage to property that is above normal wear and tear, failure to permit the landlord access to the dwelling to carry out an inspection, anti-social behaviour (ASB)*:

Step 1: The landlord must serve a warning notice on the tenant stating the breach and allowing them reasonable time to remedy the breach. Please note there is no requirement to serve a copy of this warning notice on the RTB.

Step 2: If the breach is not remedied within the stated reasonable time, the landlord can then proceed to serve a NoT on the tenant. Any such NoT must give a minimum **28 days'** notice period.

Step 3: The landlord must also serve a copy of the NoT on the RTB on the same day it is served on the tenant.

Where the ASB is very serious i.e. the tenant is engaging in criminal behaviour, the ASB affects the well-being and safety of others and/or threatens the fabric of the dwelling, a **7-day NoT may be served without any prior warning notice. In the event of a dispute case, please note a high burden of evidentiary proof will be required to show it was appropriate.*

The full list of requirements & sample warning notices/ NoT templates can be found on www.rtb.ie

To be valid, a NoT must:

- ✓ Be in writing.
- ✓ Be signed by the landlord or their agent.
- ✓ State the date of service of the NoT.
- ✓ State the grounds for terminating the tenancy.
- ✓ State the date by which the tenant must vacate the property and state that the tenant has the full 24 hours to do so.
- ✓ State the tenant has a maximum of **28 days** from the date they receive the NoT to refer it to the RTB if they have any question regarding its validity or the landlord's right to serve it.

Please note landlords are required to send a copy of the NoT to the RTB on the same day it is served on the tenant. If a landlord fails to do so, the NoT will be invalid.

Essential evidence for dispute cases regarding rent arrears, validity of NoT, overholding

- ▶ Copies of NoT and proof of service on the tenant & RTB.
- ▶ Copy of the warning notice served on the tenant. If served for rent arrears, proof of service on the RTB.
- ▶ Lease/letting agreements (where applicable).
- ▶ Payment records e.g. bank statements.
- ▶ Photos from the start & end of the tenancy.
- ▶ Copy of any repair invoices (where applicable).
- ▶ Any relevant correspondence relating to the breach e.g. log of events, an Garda Síochána reports, witness statement(s).