**NOTICE OF TERMINATION[[1]](#footnote-1)**

**(Breach of landlord obligations)**

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-2) 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: NOTICE TO LANDLORD CONCERNING BREACH OF OBLIGATIONS**

To: [Insert Name]

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 2004-2016, that is, in failing to carry out necessary repairs as requested in our previous telephone conversations and emails. By this notice I am giving you a period of 14 days from today’s date to remedy this breach of obligations and perform the repairs to [Insert Details].

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 to 2016.

This Notice is served on the XX/XX/XXXX.

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 – Breach of Obligations**

To: [Insert Name]

The tenancy of the dwelling at [Insert Address] will terminate on XX/XX/XXXX.

As Landlord of the above dwelling you have failed to comply with your obligations in relation to my tenancy by failing to carry out repairs when requested. This is despite receiving a letter dated the XX/XX/XXXX, which provided you with a period of 14 days to remedy the on going breach. I am therefore entitled to terminate the tenancy pursuant to Section 68 of the Residential Tenancies Act. You are hereby given 28 days 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 2004-2016 within 28 days from the date of receipt of it.

This notice is served on XX/XX/XXXX.

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)[[3]](#footnote-3)***

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[[4]](#footnote-4) to do so:-

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

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

(Insert Name of Signing Tenant)

Tenant

In respect of a Notice of Termination, for counting purposes 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.

1. This is not a legal document and you should refer to the original legislation. This is intended as a guide only. The RTB accepts no responsibility for inaccuracies, errors, or omissions. [↑](#footnote-ref-1)
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-2)
3. 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-3)
4. 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-4)