

Being a Good Landlord

What is a landlord?

A landlord is the owner of a property who leases or rents it to another person. The person who rents the property is a tenant. The agreement between the landlord and the tenant is a tenancy.

Your rights as a landlord

Under the Residential Tenancies Act 2004, landlords have the right to:

- Set the rent, once a year, according to the current market rent.
- Receive the rent from a tenant on the date it is due.
- Pay any charges related to the property e.g. taxes and duties.
- End the tenancy without reason within the first six months of the lease agreement. However, special care should be taken when dealing with fixed term tenancies as a reason will always have to be given. (Please see the note on fixed term tenancies on the main website).
- Be informed of who is living in the property.
- Decide whether to allow sub-letting by the tenant.
- Be informed of any repairs needed and be granted reasonable access to fix them.
- Refer disputes to the Private Residential Tenancies Board (PRTB) once the tenancy is registered.

Your obligations as a landlord

By law, a landlord cannot refuse to rent property to any prospective tenant because of their gender, marital status, family status, sexual orientation, religion, age, disability, race or membership of the Travelling community.

You must:

- Register the tenancy agreement with the PRTB. Registration forms are available from their website, www.prtb.ie. If you do not register then you will not be able to avail of the PRTB's dispute resolution service and you may be prosecuted.
- Provide your tenant with a rent book (if no written lease is in place) and receipts of payments.
- Make sure that your property is in good condition.
- Maintain the property to the standard it was at the start of the tenancy.
- Reimburse the tenants for any repairs carried out on the structure.
- Insure the property.

- Provide your tenant with information and contact details of any agent who deals on your behalf.
- Provide your tenant with your contact details if you don't use an agent.
- Give tenants 28 days' notice of a rent review.
- Give tenants a written notice of termination of tenancy. There is a precedent form located on the PRTB website.
- Return deposits to your tenant at the end of tenancy if appropriate.
- Give tenants notice of any impending inspections of the property.

What records must be kept of the contents of the accommodation?

The landlord should record details in the rent book or in the letting agreement of all furnishings and appliances in the accommodation. It is advisable to also record their condition to help prevent disputes in the future about damaged or broken items.

Taking photographic evidence of the property and its contents before the tenant moves in may assist in preventing disputes as to damage and or broken items. Such photographs may be used as evidence in any dispute.

How often can the rent be increased?

The rent can only be increased once a year unless the accommodation has substantially changed for better or worse following at least 28 days written notice of the change in rent. Remember, any such changes must be in line with market rents.

What rights do you have to access your property?

Once a tenant occupies the property, a landlord is only allowed to enter the property with the tenant's permission or in an emergency. If repairs or an inspection need to be carried out on the premises then the landlord must make a prior arrangement with the tenant to gain access.

What standards must your accommodation meet?

By law, rented property must be of a minimum standard. If the property does not comply with these standards, then you, as landlord, could be prosecuted. Local authorities are responsible for enforcing these standards and carry out regular inspections of rented accommodation.

Some examples of minimum standards:

- The building must be free from damp and in good structural repair.
- Hot and cold water available to the tenant.
- Adequate heating and ventilation of the building.
- All appliances provided in good working order.
- Electrical wiring, gas and water pipes all should be in good repair.

Further details of what standards you need to comply with when renting accommodation, are available on the PRTB website.

What taxes must be paid on the rent you receive?

All landlords must pay tax on any rental income you receive. The Revenue Commissioners operate a self-assessment system for tax on rental income. Landlords, if not already registered for self-assessment may need to do so by completing the Revenue's Form TR1.

Certain expenses can be deducted from the tax payable and details of this are outlined in the Revenue Commission website www.revenue.ie.

Termination of a tenancy by the landlord

Valid notice (see section 62 of the Act)

In order to be valid, a notice of termination must:

- Be in writing.
- Be signed by the landlord or his or her authorised agent or, as appropriate, the tenant.
- Specify the date of service.
- State the reason for termination (where the tenancy has lasted for more than 6 months or is a fixed term tenancy).
- Specify the termination date and also that the tenant has the whole of the 24 hours of this date to vacate possession.
- State that any issue as to the validity of the notice or the right of

the landlord to serve it must be referred to the Private Residential Tenancies Board within 28 days from the receipt of the notice.

Notice periods for the termination of a tenancy by the landlord

The minimum notice period to terminate a tenant's tenancy is determined by the duration of the tenancy and is set out in the Act as per next panel.

The terms of a letting agreement in place may provide for greater periods of notice to be given to the tenant. This chart applies where the termination is **not** due to breach of tenant obligations.

Notice Period	Duration of Tenancy
28 days	Less than 6 months
35 days	6 months or more but less than 1 year
42 days	1 year or more but less than 2 years
56 days	2 years or more but less than 3 years
84 days	3 years or more but less than 4 years
112 days	4 or more years

It is also possible for the landlord and tenant to agree a shorter period of notice, but this can only be agreed at the time the notice is given (see section 69 of the Act).

Reasons to be given in the notice (see section 34 of the act)

In general, where a tenancy has lasted more than 6 months and less than 4 years, the reason for the termination must be stated in the notice and the termination will not be valid unless that reason relates to one of the following:

- the tenant has failed to comply with the obligations of the tenancy (having first been notified of the failure and given an opportunity to remedy it).
- the landlord intends to sell the dwelling within the next 3 months.
- the dwelling is no longer suited to the needs of the occupying household.
- the landlord requires the dwelling for own or family member occupation*.

- vacant possession is required for substantial refurbishment of the dwelling*.
- the landlord intends to change the use of the dwelling*.

**For these grounds, the termination notice must contain certain additional details as specified in the Act relating to the tenant being given first refusal to resume the tenancy should the dwelling become available for re-letting.*

Termination for breach of tenancy obligations (see section 67 of the act)

If a tenant breaches his or her obligations under the Act, then 28 days' notice needs only be given, regardless of the duration of the tenancy. This should be preceded by a warning notice, allowing a reasonable opportunity to remedy the breach if it is a tenancy of 6 months or over. Generally no preliminary notice needs to be served in respect of a fixed term tenancy.

If the breach concerns non-payment of rent, a prior notification of arrears must have been sent to the tenant with 14 days having passed before a valid notice of Termination giving 28 days' notice is served.

If termination is required for serious anti-social behaviour (as defined in section 17(1) of the Act), then a notice of Termination may be served giving just a 7 day notice period.

Termination of fixed term tenancies by the landlord

A fixed term tenancy should last for its duration and should only be terminated if:

- The tenant or landlord has breached one of the conditions of the lease and/or their obligations under the Act.
- The landlord has refused a request by the tenant for assignment of the lease, allowing the tenant to serve a notice (see section 186 of the Act).
- There are provisions incorporated into the agreement allowing for early termination (i.e. a break clause).

Regardless of the duration of the letting, the notice of Termination must specify the reason for the termination. If the reason is for arrears of rent, then the 14 day warning letter above must still be sent in advance of the notice. Unless it is specified as a condition of the letting agreement, the tenant is generally not entitled to an opportunity to remedy the breach prior to service of the notice.

Generally, the reasons under section 34 are not valid grounds for terminating a fixed term tenancy. They can only be used if they have been incorporated as conditions in the fixed term letting agreement.

Tenant notifying a landlord of end of tenancy

Notice Validity and Notice Periods

The same criteria for the notice content apply if a tenant is serving it on the landlord, however no reason needs to be stated if terminating for reasons other than breach of landlord obligations. The longest notice of period that needs to be given by a tenant is 56 days as per next panel.

Notice Period	Duration of Tenancy
28 days	Less than 6 months
35 days	6 months or more but less than 1 year
42 days	1 year or more but less than 2 years
56 days	2 years or more

It is also possible for the landlord and tenant to agree a shorter period of notice, but this can only be agreed at the time the notice is given (See Section 69 of the Act).

Termination for breach of landlord obligations (see section 68 of the act)

A tenant may give 28 days' notice owing to a landlord's breach of his/her obligations under the Act/letting agreement, regardless of the length of the tenancy. However, the tenant will have to notify the landlord of the failure to comply with his/her obligations in writing, allowing reasonable time for the landlord to remedy the failure. If the situation is not remedied within this time, the notice may be served.

If the landlord's behaviour is such that it poses imminent danger of death or serious injury or imminent danger to the fabric of the dwelling, then a 7 day notice may be served. No prior notice needs to be served in this situation.

Termination of a fixed term tenancy by the tenant

The same considerations apply here as for termination by the Landlord above. However, the tenant must give prior warning of the failure by the landlord to comply with tenancy obligations with

a reasonable period for the landlord to remedy this. If the failure persists outside this period, then the 28 day notice may be served.

If the landlord refuses consent to a request to assign or sublet the tenancy, section 186 of the Act will apply and a notice of Termination may be served by the tenant. The notice should specify the reason and give the appropriate period of notice required to be given by a tenant as per the chart in this section.

What to do at the end of the tenancy

Tenancies are lawfully terminated either on expiry of the fixed term or for breach of the letting conditions, or for periodic tenancies, upon the expiry of a valid notice of termination, subject to a dispute re validity of the notice or overholding being referred to the Board.

When the tenancy is due to terminate you should:

- Arrange a time with the tenant for a final inspection of the dwelling.
- You may wish to arrange a prior inspection before the notice period expires to identify any issues (such as damage/breakages) the tenant may need to address before the tenancy ends; and then on the day of termination carry out a final inspection.
- If an inventory/condition report on the dwelling was provided to the tenant at the commencement of the tenancy, you should go through this with the tenant and indicate any damage/breakages over and above normal wear and tear.
- If the dwelling is not in a reasonably clean and tidy condition then you should agree with the tenant how the cleaning is to be done; the tenant can undertake to carry out the cleaning or you can undertake this and the cost to be deducted from the deposit.
- Seek confirmation that the tenant will close any accounts with utilities, such as ESB, Gas etc., on leaving.
- If possible seek the tenant's new address and new telephone number (so you can forward any correspondence).
- Arrange for the return of the keys and the refund of the deposit.

Paying back a deposit to a tenant

When the tenancy ends, you are obliged to return the deposit to your tenant. A landlord may withhold a deposit, partially or in total, from a tenant if any of the following have occurred:

- Your tenant has not given proper notice of termination of the tenancy resulting in loss.
- Your tenant left outstanding bills or rent when leaving the accommodation.

- Your tenant has damaged the accommodation beyond usual wear and tear.
- You should note that there is a general duty on the landlord to mitigate any losses.

Avoiding disputes with tenants

The following checklist may help you to avoid or at least minimise disputes with tenants:

- ✓ Check prospective tenants' references before renting out the accommodation.
- ✓ When accepting deposits, provide a receipt for the tenant.
- ✓ If a lease agreement is used, give a copy to the tenant and explain the contents.
- ✓ Create a list of the contents and condition of all items in the property and get the tenant to sign this to confirm their agreement.
- ✓ Show new tenants around the property and make sure they know how the appliances work and are familiar with the arrangements for disposing of the household and garden rubbish.
- ✓ Provide a rent book for the tenant and make sure that all payments are recorded in it whether rent or other charges, if there is no written lease.
- ✓ Every three months, ask the tenant if everything is satisfactory and if so, have them to sign a statement confirming this, dated accordingly.
- ✓ If a tenant reports a problem, deal with it as soon as possible and give them regular updates about the efforts you are making to resolve it.

If a problem does arise, first try to settle differences directly with the tenant.

If you need further advice contact a local Citizens Information Centre (check phone book for local contact details).

If you are unable to resolve the dispute then you may have to take your case to the PRTB (www.prtb.ie).

Disclaimer

This document is a brief summary of the more common issues for landlords and tenants. It is not intended to be a comprehensive guide to, nor a legal interpretation of, the Residential Tenancies Act 2004 ("the Act")