

Being a Good Tenant

What is a tenant?

Generally speaking, a tenant is any person who pays a landlord for the use of their accommodation.

What should you look for in rented accommodation?

Before renting accommodation you should make sure that it is suitable for your needs, for instance:

- Is the property secure and of good quality?
- Does it meet your size, location and other requirements?
- Will you be able to afford the rent along with any extra expenses? e.g. regular bills for gas, electricity etc.
- Are there any signs of dampness in the property?
- Are all appliances and facilities in working order?
- Check whose responsibility is it to pay for waste disposal charges.
- Check how much is the deposit and the conditions of its return to you.

Before making up your mind to rent a property and giving a deposit on the accommodation, try to first view other properties in the area. This will help you decide what type of property is best for you and give you an idea about local rents.

Your rights as a tenant

Your rights as a tenant come from the Residential Tenancies Act 2004, the Housing Regulations on minimum standards and from any written or oral agreement with the landlord. They include that:

- The rented accommodation must be in good condition. e.g. structurally sound, availability of hot/cold water, adequate heating, appliances in working order, electricity and gas supply in good repair.
- The tenant must have privacy. Landlords can only enter the rented accommodation with your permission unless it is an emergency.
- Tenants must have a rent book, written contract or lease with the landlord.
- Tenants must be informed of increases to their rent. A rent increase can only occur once a year and according to the current market rate after 28 days' written notice.
- Tenants must be able to contact their landlords at any reasonable time.
- Tenants must be reimbursed by the landlord for any repairs that are carried out on the accommodation. If the damage is beyond normal wear and tear then it is the tenant's responsibility to pay for them.
- Tenants must be given proper notice before the termination of the tenancy agreement.
- Tenants can refer disputes to the Private Residential Tenancies Board (PRTB).

Your responsibilities as a tenant

- Pay your rent on time.
- Maintain the property in good order and inform the landlord when repairs are needed, allowing him/her or others access for this.
- Do not engage in any activities that may harm the property e.g. drying clothes inside the accommodation without proper ventilation, as this may cause damp to spread.
- Allow the landlord to do routine inspections of the property.
- Inform the landlord of who is living in the property.
- Avoid causing damage, nuisance or breaking the law.
- Comply with the terms of the tenancy agreement whether written or verbal.
- Give the landlord proper notice before the termination of the tenancy agreement.
- Keep a record of all repairs, payments and dealings with the landlord.
- Sign the PRTB registration form when requested to do so by the landlord.
- Not to do anything that could affect the landlord's insurance premium on the dwelling.

Paying for services

Gas, electricity, phone and rubbish collection are examples of charges that will arise when renting accommodation. When the tenant pays for these it should be written into the rent book along with all receipts as proof of payment. If electricity and gas coin meters are used then they should be set at the standard rate. If the tenant suspects that the rate is too high then they should contact the relevant service provider e.g. ESB.

Insurance for your possessions

It is your responsibility to get contents insurance to protect your personal belongings.

The landlord must insure the property but this usually only covers damage to the structure – the bricks and mortar.

Increasing the rent

Landlords can increase your rent only once during a 12 month period (unless there has been a substantial change to the accommodation) after the service of a 28 days' notice of same.

The cost of your rent must be similar to other rents for similar private accommodation locally

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 the 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 by the landlord 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 allowing 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 subletting or 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.

If the tenancy is being terminated for a breach of tenant obligations other than arrears of rent, the breach must be specified as a reason in the notice and 28 days' notice given. 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 letting agreement.

Termination of a tenancy by the tenant

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 period that needs to be given is 56 days as on table on 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 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 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 the previous section.

Getting back your deposit

When the tenancy ends, you are entitled to a return of your deposit from the landlord. The landlord may deduct the cost of rent arrears or the cost of damage or excessive wear and tear of the accommodation. If you have not given sufficient notice resulting in a loss to the landlord, you may not be entitled to all of your deposit.

Tips to avoid being unfairly blamed for damaging the property

- ✓ On arrival, take note of any damage to the property.
- ✓ Check the inventory of items to see if everything is accounted for.
- ✓ Photograph the property as a record of its condition.
- ✓ Once you have done these things, both parties should confirm their accuracy so that neither one can claim otherwise at a later date.

If you feel that the landlord has unfairly retained your deposit, you can report this to the PRTB. The PRTB helps to resolve disputes and disagreements between landlords and tenants (see next panel).

What do I do if I am in dispute with my landlord?

The Private Residential Tenancies Board (PRTB) helps to solve disputes and disagreements between landlords and tenants. If you are a tenant who lives in private rented residential accommodation then you may avail of the dispute resolution service of the PRTB.

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

If you feel that your rights have been infringed get advice from:

- Citizens Information Centre (check the phone book for local contact details) or
- Threshold National Housing Organisation (www.threshold.ie).
- If you are unable to resolve the dispute then you may have to take your case to the PRTB. There are limits to the letting situations where the PRTB may become involved. These include where;
- You are a tenant in local authority housing.
- You live with your landlord under the “rent a room scheme”.
- You live with the spouse, parent or child of the landlord and there is no written letting agreement in place.
- You are on the premises as part of a holiday letting agreement.

For full details on the excluded rental agreements, please see section 3 of the Act or contact Threshold for further details to see if your situation is covered.

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”)

