

Lynch

solicitors

Private Residential Tenancies

What is the Residential Tenancies Act 2004?

This law was enacted to regulate the area the lettings of private dwellings or apartments. There are some letting arrangements which are excluded, for example, lettings to the Health Board or lettings under the rent a room scheme.

What obligations does a Landlord have towards a private residential tenant?

Whether or not there is a written agreement in place between the Landlord and the Tenant, the Landlord is legally required to do the following:

- Carry out repairs to the property;
- Insure the property;
- Provide a point of contact for the tenant (if any difficulties arise the tenant will have somebody to contact)
- Refund the Tenant's deposit unless there is rent owing or damage beyond what is considered to be normal wear and tear
- Reimburse the tenant for the cost of repairs that were the responsibility of the Landlord.

What are the Tenant's obligations?

Tenants' obligations include:

- Payment of the rent on time to the Landlord
- They must allow access to the Landlord at reasonable intervals
- Not to allow a deterioration in the condition of the dwelling
- Notify the Landlord of defects that require repair by the Landlord
- Anti social behaviour by the Tenant or their guests is not permitted.

Are there any rules about the amount of rent a Landlord can charge?

Landlords cannot charge a rent which is greater than the open market rate and, subject to one exception, are only entitled to review the rent once per year. The exception to this rule arises where there has been a substantial change in the nature of the accommodation that warrants a review. The Landlord is required to give 28 days notice to the tenant if there is a change in rent.

What happens if the Tenant and Landlord fail to agree on the new rent?

If a dispute arises between a Landlord and Tenant about the level of rent the dispute can be referred to the Private Residential Tenancies Board. In addition to resolving disputes the Board registers tenancies and publishes guidelines for the sector.

Does a Landlord have to supply details of the Tenancy to the Board?

Landlords have a legal obligation to register the details of their lettings with the Board. This is a relatively straightforward process whereby the Landlord completes a form giving all the key details of the letting to the Board together with a fee of €70. This form must be submitted to the Board within one month of the commencement of the Tenancy. It is important to note that the Landlord cannot avail of the dispute resolution facilities provided by the Board if the Tenancy is not registered.

From time to time the Landlord may need to furnish the Board with up-to-date information e.g. a rent review or the replacement of a Tenant. Landlords who neglect or fail to register a tenancy are guilty of an offence and could face prosecution.

What are the rules if a Landlord wants to terminate a tenancy?

A Landlord can terminate a tenancy within the first six months, on giving 28 days notice to his/her tenant.

If the tenancy continues beyond six months the Landlord can only terminate the letting in the three and a half years following on very specific grounds and only after giving the Tenant the notice specified in the legislation.

The Landlord can terminate for the following reasons:

- Failure on the part of the tenant to comply with the obligations of the tenancy;
- The dwelling becomes unsuitable for the tenant's needs;
- The landlord intends to sell the property within the following three months;
- The landlord requires the property for himself or a family member;
- The landlord intends to carry out refurbishment; or
- The landlord intends to change the use of the dwelling to business use.

What is the role of the PRTB in resolving disputes?

The PRTB effectively referees landlord and tenant disputes and provides an alternative to Court. The Board can deal with disputes concerning refund or retention of deposits and breaches of obligations, rent reviews and complaints from neighbours. The dispute resolution has two stages: stage one involves Mediation and stage two is a hearing by a Tenancy Tribunal.

Stage 1

If both the Landlord and Tenant agree to Mediation a Mediator is appointed by the Board. A Mediator attempts to help the Landlord and Tenant in dispute to come to a mutual agreement.

Stage 2

Stage two is a three person Tenancy Tribunal, which takes place if the parties in dispute do not accept the decision of the Mediator or Adjudicator, in stage one, and appeal it within 21 days. If the Landlord and Tenant do not agree with the Tribunal, the decision can only then be appealed to the High Court.

For More Information

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