A Dubliner's Guide to the Residential Tenancies Act 2004

for Landlords, Tenants and Neighbours

Produced by the Resident and Tenant Focus Group

Updated January 2008

Foreword

A subcommittee of the Resident and Tenant Focus Group have put this booklet together as a guide and support for our fellow citizens.

The enactment of "The Residential Tenancies Act 2004" brought some new order in the relationship between landlords, tenants and neighbours, and we felt that a simple guide and overview was essential, so here it is.

We hope that you will find it both interesting and informative and that it gives some answers to your questions on the respective roles, rights and responsibilities of landlords, tenants and neighbours alike.

We would like to thank all those who collected the material, arranged it and presented it so attractively.

We would like to acknowledge the help of Criostoir O'Loingsigh and Carol Finlay (Dublin Community Forum Co-ordinators), Pat Grant (Resident and Tenant Focus Group), Stephen Large (Threshold), Fintan McNamara (IPOA) and Ashley Beston (Unique Perspectives - Research Consultants) in compiling this booklet.

Padraic Ingoldsby, Irene Bent and Carmel Clarke
Resident and Tenant Focus Group Subcommittee

This booklet is also available online at www.dublin.ie in pdf format.

The Resident and Tenant Focus Group

The Dublin Community Forum's Resident and Tenant Focus Group was set up to facilitate local involvement and input into future planning, strategy and development for Dublin city, with particular reference to issues affecting both residents and tenants.

The existence of the Resident and Tenant Focus Group also provides an opportunity for tenant and resident representatives throughout the city to share their experiences and work on joint projects such as this booklet; something which individual groups might have neither the capacity nor funding to do.

If you would like more information about the Dublin Community Forum or if your group is interested in becoming involved in the Resident and Tenant Focus Group write to:

Dublin Community Forum,
Resident and Tenant Focus Group,
Director of Community and Enterprise,
Block 4, Floor 1,
Civic Offices,
Dublin 8.

Telephone: (01) 222 3259
Fax: (01) 222 2162
E-mail: community.forum@dublincity.ie
Web: www.dublin.ie/resforum

Disclaimer

The Dublin Community Forum's Resident and Tenant Focus Group has tried its best to ensure that the information contained in this booklet is up-to-date and correct. However, the Resident and Tenant Focus Group does not warrant or assume any legal liability or responsibility for the accuracy or completeness of any information provided in it.

Table of Contents

1.0	**Introduction**	**6**
1.1	The Commission on the Private Rented Residential Sector	6
1.2	The Residential Tenancies Act 2004	6
1.3	In what situations does the Act apply?	7
2.0	**Tenancy Obligations**	**8**
2.1	Landlords' Obligations	8
2.2	Tenants' Obligations	9
3.0	**Rights & Responsibilities**	**10**
3.1	Apartment Complexes	10
3.2	Assistance with Rents and Deposits	10
3.3	Contents Insurance	10
3.4	Garden Maintenance	10
3.5	Litter Pollution	10
3.6	Neighbours and the Community	11
3.7	Noise	11
3.8	Privacy	11
3.9	Visitors	11
3.10	Repairs	11
3.11	Satellite Dishes	11
3.12	Services	12
3.13	Standards	12
3.14	Television Licence	12
3.15	Water, Refuse and Service Charges	12
4.0	**Rent Related Provisions**	**13**
4.1	Market Rent	13
5.0	**Security of Tenure**	**14**
6.0	**Termination of Tenancy**	**15**
6.1	Notice of Termination	15
6.2	Grounds for Termination	16
7.0	**The Private Residential Tenancies Board (PRTB)**	**17**
8.0	**Registration of Tenancies**	**18**
8.1	Cost of Registration	18
8.2	The Registration Process	18
8.3	Failure to Register	19
8.4	The Revenue Commissioners	19

9.0 Dispute Resolution 20
9.1 Who can refer a dispute to the PRTB? 20
9.2 How to refer a dispute 20
9.3 What disputes will the PRTB deal with? 20
9.4 The Dispute Resolution Process 21
9.5 Mediation or Adjudication 21
9.6 The Tenancy Tribunal 22
9.7 Determinations of the Tribunal 22
9.8 Enforcement 23
9.9 Time Limits 23

10.0 Equality 24
10.1 Equality Acts 24
10.2 Disability and Tenancy 24

Frequently Asked Questions 25

Appendices

Appendix 1	Glossary of Terms	28
Appendix 2	Principal Related Legislation	29
Appendix 3	Useful Contacts and Links	30
Appendix 4	Sample Determination Orders of the PRTB	31
Appendix 5	Example of Notice of Termination of Tenancy	35
Appendix 6	Tenancy Registration Form	37
Appendix 7	Sample Residential Tenancy Agreement	43
Appendix 8	Introduction to www.dublin.ie	53
Appendix 9	Rental Accommodation Scheme (RAS) Information for Landlords	54
Appendix 10	Rental Accommodation Scheme (RAS) Information for people receiving Rent Supplement Allowances	57

1.0 Introduction

The law governing the relationship between Landlord and Tenant dates from the 19th century. Based on the recommendations of the Commission on the Private Rented Residential Sector published in July 2000, the **Residential Tenancies Act 2004** contains far-reaching reforms of the private rented sector. It introduces significant changes in the law on residential tenancies but some of the older statutory and common law is still in place. This guide outlines landlord and tenant law in the context of the private rented sector, with particular emphasis on the new Act.

1.1 The Commission on the Private Rented Residential Sector

In 1999, at the height of a crisis in the private rental market, caused by the scarcity and cost of private rented accommodation, the Commission on the Private Rented Residential Sector was established.

The Commission completed its first report in 2000. This report examines the history of the private rented sector in Ireland and provides information on the current market. It is noted that, while the sector declined considerably in the years between the Second World War and the 1990s, there is now strong evidence of an increase in the sector. The report describes a shortage of information about the private rented sector that, it suggests, should be addressed. It also provides information on the private rented sector in a number of other countries.

The establishment of the **Private Residential Tenancies Board (PRTB)**, and other changes to residential landlord and tenant law in the Residential Tenancies Act 2004, arose out of recommendations of the Commission on the Private Rented Residential Sector.

1.2 The Residential Tenancies Act 2004

The Residential Tenancies Act 2004 (the 'Act') came into effect on 1st September 2004. The purpose of the Act is to clarify the relationship between landlord and tenant for the benefit of both parties. It introduces the following key elements:

- Minimum obligations applying to landlords and tenants
- Provisions relating to rent settings and reviews
- Security of tenure for tenants
- Procedures for the termination of tenancies, including required notice periods linked to the duration of the tenancy
- The establishment of the **Private Residential Tenancies Board (PRTB)** to:
  - resolve disputes arising in the sector
  - operate a system of tenancy registration
  - provide information and policy advice.

1.3 In what situations does the Act apply?

According to the legislation the Act **does apply** where:

- A lease agreement has been signed, even if a landlord's spouse, parent, or child are resident in that property
- Tenancies have been created before the passing of the Act
- Tenancies have been created by oral agreement.

The Act applies whether or not there is a lease or written agreement. The content of a lease or written agreement does not change the landlord or tenant obligations under the Act. However, additional obligations, not covered by the Act, can be included in a lease or written agreement.

Situations where the Act **does not apply** include:

- People who are letting part of their property under the "rent a room" scheme
- Business lettings
- The formerly rent-controlled sector i.e. where the rent on the property was formerly controlled under the rent restrictions legislation until 1982
- Those holding 'long occupation equity leases'
- Holiday lettings
- Social housing.

Therefore, for example, the Act would include a bed-sit but not a caravan or mobile home.

2.0 Tenancy Obligations

This section of the guide outlines the tenancy obligations of both landlords and tenants, and highlights the rights and responsibilities of both parties to a lease.

2.1 Landlords' Obligations

Under the Act, landlords are obliged:

- To allow the tenant to enjoy peaceful and exclusive occupation
- To carry out any necessary structural repairs, subject to tenant liability for damage beyond normal wear and tear
- To keep the interior of the dwelling maintained to the same standard that existed at the start of the tenancy
- To keep the dwelling fully insured for at least €250,000
- The exception to this is if tenancy insurance is not obtainable or is only obtainable at an unreasonable cost
- To repay or return any deposit paid by the tenant unless there is a default in the payment of rent, or damage beyond normal wear and tear
- To provide contact details to the tenant, of the landlord and the name of the landlord's agent (if any)
- To reimburse the tenant for spending on repairs for which the landlord is responsible and which the landlord has refused or failed to carry out
- To forward to the management company (where relevant) any written complaints made by the tenant concerning that company's performance or functions
- To enforce tenant obligations and not penalise the tenant for making complaints or taking action to enforce their rights.

In addition, under previous legislation **(Housing Regulations 1993)**, landlords are obliged to provide their tenants with a rent book or a lease. All rent payments received must be recorded either in the rent book or by written statement.

The rent book or lease must also contain other information about the tenancy, specified by the **Housing (Rent Books) Regulations, 1993**, as follows:

- The address of the rented dwelling
- The name and address of the landlord and any agent acting on their behalf
- The name of the tenant
- The term of the tenancy
- The amount of rent, when and how it is to be paid, (e.g. cash, cheque, standing order)
- Details of other payments (e.g. telephone, TV)
- The amount and purpose of any deposit paid, and the conditions under which it will be returned to the tenant
- A statement of information on basic rights and duties of landlords and tenants

- Details of furnishings and appliances provided. It is desirable (though not compulsory) to also record their condition as this can help prevent disputes about damaged or broken items. This requirement only applies to tenancies that commenced after September 1st, 1993.

Under this 1993 legislation the landlord must, by law, ensure that the rented accommodation complies with certain minimum standards (e.g. free from damp; in good structural repair; hot and cold water; adequate means of heating and ventilation; appliances in good working order; and electrical wiring and gas pipes in good repair).

2.2 Tenants' Obligations

Tenants' obligations under the Act are as follows:

- To pay rent and any other charges agreed under the lease or tenancy agreement on the due date
- To avoid causing the landlord to break their statutory obligations
- To allow access at reasonable times, to the landlord or their nominee, for the purpose of inspecting the dwelling
- To notify the landlord of any defect that requires repair
- Not to do anything that would cause deterioration of the dwelling
- Not to allow anti-social behaviour by occupiers or visitors, or not to engage in any anti-social behaviour themselves
- Not to act in such a way that would invalidate the landlord's insurance of the premises
- Not to sub-let the tenancy without the written consent of the landlord. The landlord has the absolute right not to give consent but the landlord must give reasons for this. If the Landlord does refuse to sub-let, the tenant then has the right to terminate the tenancy.
- Not to carry out any alterations or improvement without the landlord's consent. The landlord cannot unreasonably refuse to give this consent.
- To notify the landlord of the identity of each person who usually resides in the dwelling
- To use the dwelling for residential purposes only
- To reimburse the landlord for costs and expenses associated with extraordinary improvements or alterations
- To notify the landlord of the intention to continue the tenancy. The obligation is on the tenant to notify the landlord of their intention to avail of their right to continue the tenancy. A notification may be made not later than one month and not earlier than three months before the expected expiry date of the tenancy.

3.0 Rights & Responsibilities for All

This section outlined key issues that might arise in terms of the rights and responsibilities of landlords, tenants and other parties in terms of the private rental sector.

3.1 Apartment Complexes

If the rented dwelling is part of an apartment complex and a tenant makes a written complaint about something for which the management company of that complex is responsible, the landlord must send that complaint to the management company. The management company is obliged to reply in writing to the landlord who must, in turn, give this reply to the tenant.

3.2 Assistance with Rents and Deposits

If a tenant claims social welfare, is on a FÁS scheme, or working part-time, they may qualify for help towards their rent from the Community Welfare Officer at their local health centre. In exceptional circumstances, they may also get help with a deposit. All tenants are entitled to claim tax relief on rent. For further information please contact your local tax office.

Support with accommodation and rent is also available through the Rental Accommodation Scheme, details of which are provided in Appendix 9 and Appendix 10.

3.3 Contents Insurance

Your landlord's insurance policy is unlikely to cover your personal belongings. It can be difficult and expensive to obtain such insurance, especially where there are a number of flats or bed-sits in the same house. Many companies charge a minimum premium. Contents insurance is often easier to get where you have other goods, such as a car, insured with the same company or if you are a member of a Credit Union.

3.4 Garden Maintenance

Responsibility for garden maintenance will depend on the provisions contained in a lease. The lease should also include details relating to the supply of the necessary equipment e.g. lawnmower etc.

3.5 Litter Pollution

Under the **1997 Litter Pollution Act** the owner or occupier of a property which can be seen from a public place is obliged to keep it free of litter. This applies to any outdoor area on your property that is visible from a public place. If you occupy premises along a public road in a built-up area, you are required to keep the footpaths, pavements or grass verges in front of the property free of litter.

3.6 Neighbours and the Community

If a landlord does not enforce the tenant's obligations, any other person, for example, a neighbour who is adversely affected by the tenant's behaviour, can bring a complaint to the **Private Residential Tenancies Board (PRTB)**.

This particularly applies to anti-social behaviour, which includes behaviour that interferes with other people's peaceful occupation, as well as more serious behaviour that causes fear, danger, injury, damage or loss.

3.7 Noise

Noise should not exceed 'reasonable' levels, and at the outset of a tenancy agreement any specific conditions related to noise should be identified. A landlord has responsibilities to other tenants and neighbours regarding noise and should be informed if noise from tenants or neighbours is causing a nuisance. If a landlord, tenant or neighbour is bothered by excessive noise they may make a complaint to their Local Authority, in this case Dublin City Council, which has some power to act.

They can also complain to the local District Court under the **Environmental Protection Act, 1992 (Noise) Regulations**, which can make an order to deal with the nuisance.

3.8 Privacy

A tenant is entitled to quiet and peaceful enjoyment of their home and a landlord is only allowed to enter with the tenant's permission. If the landlord needs to carry out repairs or inspect the premises, it should be by prior arrangement with the tenant. If the property is put up for sale, viewing times should be agreed in advance with the tenant.

3.9 Visitors

Unless it is specifically stated otherwise in the tenancy agreement, a tenant is entitled to have occasional visitors stay overnight.

3.10 Repairs

The landlord is obliged to carry out structural repairs except where damage beyond normal wear and tear has been caused by the tenant. If there are serious problems which pose health or safety risks such as: vermin, problems with water or sewage, electrical or structural problems, you should contact the Environmental Health Section of Dublin City Council.

3.11 Satellite Dishes

The erection of satellite dishes on listed buildings is prohibited. In other cases, it is necessary to check with your Local Authority as planning permission may be required. The erection of satellite dishes is controlled by the **Planning and Development Regulations 2001**, which indicate where and how satellite dishes can and cannot be erected.

3.12 Services

Details of when and how payments for services (including electricity/gas) are to be made e.g. direct debit, meter, bill, etc. must be set out in full in the rent book. In situations where payments are made directly to the landlord, they must be receipted in full in the rent book, or by written receipt. Electricity and gas coin meters are set at a standard rate. If you think that the setting is too high, check it with the ESB or the Gas Company. In some areas it is the practice of the ESB not to put the electricity account in a tenant's name unless the tenant has a lease for a minimum period of one year.

Tenants can contact utility companies to inform them of their tenancy and ensure that they are not billed for arrears for previous tenants or for charges due from other people living in the house. A landlord is not entitled to disconnect the power or water supply.

3.13 Standards

The landlord must, by law, ensure that the dwelling complies with certain minimum standards and must, for example:

- Be free from damp
- Be in good structural repair
- Have hot and cold water
- Have adequate means of heating and ventilation
- Ensure appliances are in good working order
- Ensure electrical wiring and gas pipes are in good repair.

If a dwelling does not comply with these standards, it can be reported to the **Private Residential Tenancies Board (PRTB).**

3.14 Television Licence

Regardless of the ownership of the TV, it is the tenant's responsibility to ensure a valid television licence is purchased.

3.15 Water, Refuse and Service Charges

Local Authority service charges for water, bin collection etc. may be payable by the tenant as the "occupier" of the premises rather than the landlord. Tenants should clarify this with the Local Authority and ensure that they are not billed for arrears for previous tenants or for charges due from other people living in the house.

4.0 Rent Related Provisions

The Residential Tenancies Act regulates rents and rent reviews, as follows:

- Landlords are prohibited from seeking a rent greater than the open market rate
- Rent reviews may not occur more than once a year, except where there has been a substantial change in the accommodation provided, resulting in a change (up or down) in the market rent for the property
- If the tenancy agreement does not provide for a rent review, or if there is no written agreement, either party may demand a rent review
- The landlord must give the tenant 28 days notice of his intention to increase the rent. During these 28 days the reviewed rent can be referred to the **Private Residential Tenancies Board (PRTB)** if the tenant does not agree with it. The existing rent continues to be paid until the dispute is resolved unless the landlord and tenant have agreed to another arrangement, while waiting for a result. This may involve suspending payments or paying the disputed amount.

4.1 Market Rent

The market rent is defined as the rent which a willing tenant not already in occupation would give and a willing landlord would take for the dwelling, in each case on the basis of vacant possession being given, and having regard to:

- The other terms of the tenancy
- The letting values of dwellings of a similar size, type and character to the dwelling as situated in a comparable area to that in which it is situated.

Therefore, these provisions enable landlords to seek an annual rent increase if the general rental value is rising. These provisions also allow tenants to seek a rent decrease if rents for similar properties are dropping.

The Private Residential Tenancies Board (PRTB) will monitor the market value of rented accommodation to establish what the correct market rent should be in any particularly geographical area for various types of accommodation.

The landlord is required to notify the **Private Residential Tenancies Board (PRTB)** of any change in the rent within one month of the change. The Board cannot take circumstances, financial or otherwise, of the landlord or the tenant into account when dealing with the issue of rent.

5.0 Security of Tenure

Security of tenure is based on four year cycles from 1 September 2004 or after.

The landlord can end a tenancy agreement without specific reasons during the first six months of the agreement. Once a tenancy agreement has been in place for six months, the tenant becomes entitled to a tenancy for a period of four years from the date the tenancy started. This is known as a Part Four Tenancy because it is Part 4 of the Act that covers security of tenure.

If the tenancy agreement is not renewed after the first six months, then the tenant does not become entitled to security of tenure rights.

If a notice to terminate the tenancy agreement is given during the first six months but is then withdrawn, the tenancy continues as though the notice was never given. Therefore, it would not be possible for a landlord to serve a notice every six months and then withdraw it, in order to avoid the tenant's security of tenure rights. Once the six months has passed, the landlord can only end the tenancy agreement in certain circumstances, as is outlined in Section 6.2.

At the end of the 4 years, a new tenancy cycle will commence, at which stage re-registration of the tenancy with the **PRTB** will be required.

6.0 Termination of Tenancy

Tenancies will be ended by means of a notice of termination, regardless of why the termination is happening. If the termination is by the landlord and the tenancy has lasted more than 6 months, one of the 6 reasons listed in 6.2 must be given. Tenants do not need to give a reason for terminating a tenancy.

6.1 Notice of Termination

The notice period to be given depends on the length of the tenancy as follows:

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

Shorter notice periods apply where termination is due to the tenant breaking their tenancy obligations (see 2.2), that is, 7 days for serious anti-social behaviour, 28 days for other breaches. Also the landlord and tenant may agree a shorter notice period at the time of termination. Additional notice time may also be given but not more than 70 days where the tenancy has lasted more than 6 months.

Under the Act, a Notice of Termination must now be in writing, signed by the landlord or their agent. It must indicate the date that the notice is issued and state that any disputes or issues can be referred to the **PRTB**. Where the tenancy has lasted more than 6 months, the notice must give the reason for the termination. The tenant has the whole 24 hours on the termination date to vacate the premises and surrender the keys.

6.2 Grounds for Termination

The grounds on which a tenancy can be ended are as follows:
a) If a tenant is in breach of an obligation of their tenancy as outlined in Section 2.2.

b) If the property is not suited any more to the tenant's needs, for example, if it becomes overcrowded.

c) If the landlord intends to sell the property within three months.

d) If the landlord requires the property for their own, or a family members', use. In this case, a Notice of Termination must be given and it must specify the identity of the intended occupant, his or her relationship with the landlord, and the expected duration of the occupation.

e) If the landlord intends to substantially refurbish or renovate the dwelling, which would require the dwelling to be vacated for that purpose. If planning permission is required for the carrying out of that refurbishment, then permission must be obtained and a Notice of Termination must be served specifying the nature of the intended works.

f) If the landlord intends to change the business use of the dwelling. In this case planning permission must also be obtained and a Notice of Termination must be served in writing, specifying the nature of the intended use.

In the cases of **d** and **f**, if the property becomes vacant again within six months from the expiry of the period of the notice served, the tenant must receive an offer to reoccupy.

In the case of **e**, if the dwelling ever becomes available for re-letting the tenant must also receive a similar offer to reoccupy.

In the cases of **e** or **f**, planning permission must be obtained prior to the Notice of Termination being given.

A tenant may at any time terminate a Part 4 Tenancy (see Section 4.0) by serving the landlord with a Notice of Termination giving the required period of notice. A tenant will be considered to have ended a Part 4 Tenancy if:
• They vacate the dwelling
• Before vacating the dwelling they give Notice of Termination in respect of the tenancy to the landlord
• Before leaving the dwelling the rent has fallen into arrears.

There is also deemed to be a termination of the Part 4 Tenancy by the tenant if they are more than 28 days late in paying rent or the tenant has vacated the dwelling without service of any notice on the landlord.

7.0 The Private Residential Tenancies Board (PRTB)

The Residential Tenancies Act establishes the **Private Residential Tenancies Board (PRTB)** as a statutory body. In recommending the establishment of the Board, the Commission on the Private Rented Residential Sector Report envisaged that, insofar as possible, disputes between landlord and tenant should be taken out of the court system and instead be resolved by a mediation service. It was felt that the landlord and tenant relationship could be improved if such disputes could be resolved in a timely, cost-effective and informal manner rather than by referral to the Courts.

In addition to its dispute resolution and tenancy registration functions, the Board is responsible for:
1. Reviewing the operation of the legislation

2. Providing policy advice, research, and information on the private rental sector.

8.0 Registration of Tenancies

The Act establishes a Private Residential Tenancies Register. Landlords are now required to register a new tenancy with the Private Residential Tenancies Board within one month of the lease being agreed. In the case of tenancy agreements completed before December 2004, registration should have taken place by March 2005.

8.1 Cost of Registration

The fee for registration is currently €70 per tenancy. A combined fee of €300 is available where a number of units in a building are being registered at the same time. A double fee applies to late registrations. There may be exceptions to the fee in certain cases, for example, if 2 fees were already registered for that dwelling within the previous year. It is expected that the fees will be increased over time and in line with inflation.

8.2 The Registration Process

A registration form – **PRTB1** (see Appendix 6) must be completed by the landlord and tenant. The information provided on this form includes:

- The address of the dwelling
- The name, address and the PPS number of the landlord and any authorised agents of the landlord
- The number of occupants in the dwelling
- The name(s) and PPS number(s) of the tenant(s) in the dwelling
- A description of the dwelling including the number of bed spaces
- The date the tenancy commenced
- The amount of rent payable and when it is due to be paid.

Tenants are obliged to provide landlords with the personal information they require to complete the registration process, for example, PPS numbers.

When registered, the **PRTB** will issue the landlord and tenants with a unique registration number. This number, along with the details of the registration entry, will be available to the landlord and tenant within a few weeks.

This number is important and should be kept in a safe place.

An extract from the register will be available to the public. It will not contain information on the identity of the landlord or the tenant. It will not provide information on the amount of rent paid.

Under the **Private Residential Tenancies Act**, tenancies no longer have to be registered with the local authority. Landlords who were registered with the local authority have to re-register with the **PRTB** giving the details required by the Act; in this case, they will not have to pay a fee.

The requirement to register arises when a new tenancy is created. There is an obligation to keep details up-to-date but there is no fee for this. A revised rent must be updated on the

register within one month of the change. Other relevant changes in the details only need to be notified as part of a rent review update.

In the case where a tenancy lasts for 4 years, a new registration application and fee will apply where a further or new tenancy commences immediately afterwards.

The Board will use the registration data for its information provision function and in considering certain types of disputes. The **PRTB** will exchange data on tenancies with Local Authorities and the Department of Social and Family Affairs and will provide particulars to the Revenue Commissioners as requested.

The landlord may apply for deletion of an entry if the property concerned is no longer a dwelling.

It is an offence to provide false information during the registration process.

8.3 Failure to Register

The **Private Residential Tenancies Board (PRTB)** can serve a notice to a landlord where they believe a tenancy has not been registered. The landlord will be given a period of time to give reasons why the registration has not happened. If these reasons are not considered satisfactory by the Board and if an application has still not been made to register the tenancy, the Board will serve a second notice on that landlord requiring them to make an application for registration within 14 days of receipt of that notice. It will be considered an offence if the landlord does not register the tenancy at this point. The landlord may then be liable for a fine of up to €3,000 and/or six months in prison along with a daily fine of €250 for a continuing offence.

A tenancy must be registered with the Board before the landlord can avail of the Board's dispute resolution process. Tenants can avail of the dispute service whether or not the tenancy is registered. The Board has the power to compel a tenant to furnish them with information in circumstances where they believe a tenancy exists and should have been registered. They can require a tenant to supply information about the landlord's identity and failure by the tenant to do so would result in an offence.

8.4 The Revenue Commissioners

The Act requires that when requested to do so by either a landlord or the Revenue Commissioners, the Board must confirm to the Revenue Commissioners whether the landlord has registered a tenancy and, if more than one tenancy is registered, the details relating to them.

9.0 Dispute Resolution

Any disputes arising with regards to a tenancy covered by the Residential Tenancy Act can be referred to the **Private Residential Tenancies Board (PRTB)**. Disputes around the termination or ending of a tenancy must be referred to the Board within 28 days of the termination.

9.1 Who can refer a dispute to the PRTB?

Disputes can be referred by a wide range of parties including:
• Tenants
• Sub-tenants
• Landlords (but only where a tenancy is registered)
• Licensees i.e. additional occupants brought in by a tenant who are not tenants themselves (in certain circumstances)
• Certain third parties who may be affected by a landlord's failure to enforce tenants' obligations (e.g. neighbours)

The person referring the dispute will have to pay a fee – to be decided by the PRTB – which will not be expensive. Legal representation should not be necessary as the dispute resolution process will operate informally and is intended to minimise expense and stress for all parties involved. Other than in exceptional cases as decided by the board, costs of legal or other professional representation at **PRTB** proceedings will not be awarded.

A landlord must be registered in order to refer a dispute to the Board. It is the landlord's responsibility to register the tenancy with the Board under Act. If the tenancy is not registered at the time the dispute is referred, but if the landlord registers it within a reasonable time, the Board can deal with the dispute. A tenant is free to refer a dispute about an unregistered tenancy, and indeed they should bring the landlord's failure to register, to the attention of the Board.

9.2 How to refer a dispute

Anyone wishing to refer a dispute to the **Private Residential Tenancy Board (PRTB)** should contact it directly at:

Floor 2, O'Connell Bridge House,
D'Olier Street, Dublin 2

Tel: 01 635 0600 (general number)
Fax: 01 635 0601
E-mail: informat@prtb.ie for register enquiries or disputes@prtb.ie for dispute queries

The **PRTB** will provide an application form, which should be completed and returned to the Board along with the appropriate application fee. The **PRTB** staff will help anyone who may have difficulties completing the application form. Information provided to the **PRTB** relating to the dispute will be copied to parties involved.

9.3 What disputes will the PRTB deal with?

The types of problems that can be referred to the Board include:
• Disagreements regarding landlords' or tenants' obligations

• Notices of termination
• Invalid reasons for terminating a tenancy
• Claims for costs or damages by a landlord or tenant regarding improper termination of a tenancy
• Refunding deposits
• Claims for rent arrears or other charges
• Rent review problems
• The charging of rent above market rent
• Tenants or sub-tenants remaining in occupation despite receiving a valid termination notice
• Complaints by neighbours regarding tenant behaviour
• Claims for costs and damages from either the landlord or the tenant arising from failures by either party to comply with their obligations
• Penalisation of tenants by landlords, e.g. for referring a dispute to the **PRTB**
• Failure to comply with a determination order made by the **PRTB**.

The Board may refuse to deal with a dispute when it concerns a dwelling to which the Act does not apply or if the Board feels that the matter referred is frivolous or does not merit consideration. In these cases, it must notify the person referring of its position and this person (the landlord, tenant, or other party) can make a submission as to why the Board should deal with the matter.

Having considered this the Board can decide whether to deal with the dispute. If the Board still refuses to deal with the dispute then those involved can appeal the decision to the High Court.

9.4 The Dispute Resolution Process

The dispute resolution process involves the following stages:

Stage 1:
Either mediation or adjudication as chosen by the parties. This process is confidential.

Stage 2:
A public hearing by a three person Tenancy Tribunal.

9.5 Mediation or Adjudication

The **PRTB** will operate a two-stage dispute resolution system. Stage 1 consists of either mediation or adjudication. Stage 2 is a hearing by a Tenancy Tribunal. Both mediation and adjudication are confidential to the parties.

If both parties agree to mediation, a **PRTB** Mediator will be appointed to assist the parties to resolve the dispute themselves. The mediation process is supportive and non-confrontational. It assists the parties to explore each other's respective positions and reach a resolution of the dispute to which both are agreed. Experience shows that a resolution or agreement freely reached by the parties is often preferable to a third party decision being imposed.

Should either of the parties decide not to use the services of a **PRTB** Mediator, or should the **PRTB** consider that the case is not suitable for mediation, a **PRTB** Adjudicator will be appointed to examine the evidence

of the parties and investigate the dispute fully. The Adjudicator will decide how the dispute is to be resolved.

The matter will be referred to a Tenancy Tribunal if any of the parties wishes to appeal the Adjudicator's decision within 21 days, or in the event that mediation is unsuccessful and any of the parties request a Tribunal hearing. In certain exceptional cases, the **PRTB** may refer a dispute directly to the Tribunal, e.g. where there appears to be imminent risk of damage to the dwelling or danger to one of the parties.

A mediation agreement or adjudication decision that is not appealed will become a binding determination order of the **PRTB** in resolution of the dispute.

9.6 The Tenancy Tribunal

Each Tenancy Tribunal will consist of three persons who have relevant professional knowledge and experience. The Tenancy Tribunal holds its hearings in public. There should be 21 days notice of the hearing before the Tribunal. A shorter period can be allowed if the parties involved agree, or if there is an immediate danger to the structure of the dwelling or the health and safety of the tenant. Although its procedures are relatively informal and user-friendly, basic court rules will be applied by the **PRTB**.

The parties will be allowed participate fully and give their evidence. The parties may, if they wish, be represented at the Tribunal and bring their own witnesses. However, it should be borne in mind that the costs of witnesses or professional representation will not generally be awarded by the Tribunal.

Where it considers it appropriate the Tribunal may summon witnesses, in this case expenses are provided to witnesses. The Tribunal may also require the production of any document and take evidence under oath. It is considered an offence to provide false information to the Board or to the Tribunal.

The Tribunal is to conduct its hearings in public but the Board may decide that the parties involved are not to be identified.

The Tribunal's determination of the dispute will be issued to the parties as a determination order of the **PRTB** and is binding unless appealed, within 21 days, to the High Court on a point of law. The **PRTB's** determination orders will be published.

9.7 Determinations of the Tribunal

Determinations refer to the outcomes of the Tribunal. These outcomes might include:

- That a certain amount (rent or cost) be paid;
- That the amount of rent is not the market rent;
- That all or some of a deposit should be returned;
- That damages be paid;
- That the tenant should leave the dwelling;
- That a notice served by either the tenant or the landlord is valid or not valid;

• That the tenant has the right to return to, or continue living in, the dwelling; and
• That a condition of a lease or tenancy agreement is valid or not valid.

In terms of awards granted:
• Damages of more than €20,000 can not be awarded
• Arrears of rent of up to €20,000 or twice the annual rent, whichever is greater can be awarded but a maximum of €60,000 applies to rent arrears awards.

Cases involving greater than this maximum amount have to be taken through the courts. The Board can apply to the court for emergency action in the case of serious cases dealing with, for example, illegal evictions or a threat to life.

9.8 Enforcement

Failure to comply with a determination order of the **PRTB** is an offence. The affected party or the **PRTB**, if notified and satisfied that an order has not been complied with, may apply to the Circuit Court for an Order directing the party concerned to comply.

9.9 Time Limits

In general, the Statute of Limitations (See Appendix 1 Glossary of Terms) applies to disputes referred to the **PRTB**. However, defined limited periods apply to certain types of dispute.

A dispute about a proposed rent increase must be referred to the **PRTB** before the rent increase is due to take effect or before 28 days has elapsed since the tenant received the notice of the new rent, whichever is the later.

A dispute about the rent applying to a tenancy may not be referred more than 28 days after the tenancy concerned has ended.

A dispute relating to the validity of a notice of termination must be referred to the **PRTB** within 28 days of receipt of the notice.

The **PRTB**, in certain exceptional circumstances, may extend time limits if the applicant can show good grounds for the late application.

It should always be borne in mind that any dispute should be referred as speedily as possible.

10.0 Equality

Landlords and tenants are bound by Equality Legislation. The Equal Status Act 2000 came into force on the 25th of October 2000. It was amended by the Equality Act 2004 on the 19th of July 2004.

10.1 Equality Acts

The legislation applies to people who:
(i) Buy and sell a wide variety of goods
(ii) Use or provide a wide range of services
(iii) Obtain or dispose of accommodation
(iv) Attend at, or are in charge of, educational establishments.

There are separate provisions on discriminatory clubs. The Equal Status Acts prohibit discrimination on the following nine grounds:
• **Gender:** A man, a woman or a transsexual person
• **Marital status:** Single, married, separated, divorced or widowed
• **Family status:** Pregnant, a parent of a person under 18 years or the resident primary carer or parent of a person with a disability
• **Sexual orientation:** Gay, lesbian, bisexual or heterosexual
• **Religion:** Different religious belief, background, outlook or none
• **Age:** This only applies to people over 18, except for the provision of car insurance to licensed drivers under that age
• **Disability:** This is broadly defined including people with physical, intellectual, learning, cognitive or emotional disabilities and a range of medical conditions
• **Race:** A particular race, skin colour, nationality or ethnic origin
• **The Traveller community:** People who are commonly called Travellers, who are identified both by Travellers and others as people with a shared history, culture and traditions, identified historically as a nomadic way of life on the island of Ireland.

10.2 Disability and Tenancy

It is not the responsibility of a landlord to make any changes necessitated by a tenant's disability. Neither is a landlord obliged to allow a tenant to make these changes. For further information on your rights, please contact your local Health Service Executive (HSE) Office or the National Disability Authority (see Appendix 3 for contact details).

Frequently Asked Questions

What is the PRTB?
The **P**rivate **R**esidential **T**enancies **B**oard has been set up to:
• Resolve disputes between Landlords and Tenants;
• Operate a national tenancy registration system; and
• Provide information on the private rented sector.
It will also provide policy advice to the Minister for the Environment, Heritage and Local Government.

What is the Tenancy Registration System?
It is a requirement on all landlords to register details of their tenancies within one month of their commencement (with the PRTB) on form PRTB1 available from their website (www.prtb.ie). The information on the register will be used to provide aggregate data on the private rented sector. Personal details such as the tenant name, landlord name, rent, etc. will not be made public.

Why does the registration form ask for PPS numbers and other details?
The PPS number is the state identification number for dealings with public sector bodies. It will act as the unique tenant and landlord identification number on the registration record. Most of the other details are required as a record of the tenancy in case disputes arise or so as to gather aggregated data on the sector. Certain contact details are also requested.

How much is it to register a tenancy?
The fee to register a tenancy is €70. This is where the application is made within 28 days of the commencement of the tenancy. If the application is made later than this, the fee is doubled. Registration lasts the length of the tenancy, which is up to a maximum of 4 years. If the same tenant is in occupation after 4 years that new tenancy must be registered again with the PRTB. Any other time a new tenancy commences, the landlord must register it with the PRTB. Applications for registration are fee exempt where two fees in respect of the dwelling have already been paid in the previous 12 months. The PRTB must be notified of any change in the rent payable under the tenancy but this notification does not require a fee.

How much is it to apply for dispute resolution?
To refer a dispute costs €25 initially where it is dealt with by mediation or adjudication. Referral to a Tenancy Tribunal is €40.

How do I apply for dispute resolution services?
It is advised that you first talk to a member of staff of the PRTB to establish if the matter is appropriate (Tel: 01 635 0600). If you then wish to refer a case, a dispute application form will be sent out for you to complete and submit along with the fee. The PRTB can only deal with disputes relating to tenancies of dwellings to which the Residential Tenancies Act 2004 applies.

What is mediation?
The mediation process is supportive and non-confrontational. A mediator assists the parties to explore each other's respective positions and reach a resolution of the dispute to which both parties agree. The hearing is confidential.

What is adjudication?
A PRTB Adjudicator is appointed to the case and examines the evidence of the parties and investigates the dispute fully. The Adjudicator will decide how the dispute is to be resolved. The hearing is confidential.

What is a tribunal?
A tribunal takes place if any party wishes to appeal the Adjudicator's decision within 21 days or in the event that mediation is unsuccessful and any of the parties request a tribunal hearing. In exceptional circumstances, the PRTB may refer a dispute directly to the Tribunal, e.g. where there appears to be imminent risk of damage to the dwelling or danger to the parties.

How long does it take for a case to be dealt with by the PRTB?
This will depend on a number of matters including the complexity of the case, timing of the documentation submitted by the parties involved and what stages are involved. The PRTB undertakes to deal with cases as quickly as possible.

What is the confirmation letter?
The confirmation letter is sent to all tenants as well as landlords acknowledging the registration of the tenancy with the PRTB. Landlords and tenants must quote the registration number given in the letter in any future correspondence with the PRTB. In addition, landlords may use the confirmation letter as a receipt for payment of the registration fee.

What do I do if my tenant leaves my rented property?
If your tenant(s) leaves the rented property then it is deemed to be the end of the tenancy. You will need to register the new tenancy with the PRTB within one month of the new tenants moving in. If at least one of the tenants remain in the rented property and the other tenants are replaced by new tenants, then this would be considered an update of the tenancy details. If there is a change of rent, you are required to notify the PRTB and, when doing so, you are required to advise of any other change of the tenancy details that have arisen in the interim - no fee is payable when providing an update of tenancy details. The tenancy registration form, which is downloadable from the PRTB website (www.prtb.ie), can be used for this purpose also.

What do I do if my landlord gives me a notice of termination of tenancy and I feel that it is not valid?
If you receive a notice of termination of tenancy and you consider that it is not valid, then you should contact the PRTB by telephone (01 635 0600) or e-mail (disputes@prtb.ie) within 28 days of receipt of the notice to discuss the matter.

My neighbours complain about the volume of my music, what are my rights?
The Residential Tenancies Act 2004 places an obligation on tenants not to behave within the dwelling or its vicinity in an anti-social manner. The definition of this includes engaging persistently in behaviour that prevents or interferes with the peaceful occupation of others including tenants, neighbours and those in the vicinity of the dwelling. Repeated loud noise could see you given notice by your landlord or a referral to the PRTB. Therefore, it is best to seek a compromise on what is a reasonable level to play your music at that does not cause disturbance to neighbours.

Can rent be reviewed more than once in a year?
The rent cannot be reviewed more frequently than once in the first 12 months of a tenancy and once every 12 months thereafter, unless there has been substantial change in the nature of the dwelling.

Under what circumstances might a landlord keep a deposit?
Under The Residential Tenancies Act 2004 the deposit must be promptly returned to the tenant unless there is a default in the payment of rent or damage over and above normal wear and tear. Any disputes regarding deposit can be referred to the Private Residential Tenancies Board dispute resolution service. An action will cost €25 and you do not need legal representation.

Who decides the time for an inspection by a landlord?
Tenants have an obligation to allow the landlord, or a person acting on the landlord's behalf, access to carry out inspections at reasonable intervals. The date and time must however be agreed in advance with the tenant. There is no time period that a landlord must give. The tenant is not obliged to be present for the inspection.

Who is responsible for refuse charges – the tenant or landlord?
Generally in the Dublin City Council area, the bill will be addressed to the occupier, in the case of a rented house. For apartment/flats it is usually addressed to the landlord. Ultimately there is nothing to prevent a landlord passing this charge on to the tenant. Further information can be obtained from Dublin City Council's website, www.dublincity.ie.

What is the 'rent a room scheme'? And does the Act apply in this case?
The rent a room scheme allows landlords to rent a room(s) in their home and receive up to €10,000 (this works out at €192.31 per week) as rental income tax free. This income must be included in your tax return form at the end of the year. The person renting could also claim tax relief. If you choose to avail of this scheme, it is a licence arrangement and landlord and tenant laws do not apply but it is recommended that a written agreement is prepared covering issues like the deposit, rent payments, notice periods and house roles. Further information can be found on www.revenue.ie and www.oasis.gov.ie.

Appendix 1
Glossary of Terms

Adjudication
To hear and settle a case. In this context, a PRTB Adjudicator is appointed to the case and examines the evidence of the parties and investigates the dispute fully. The Adjudicator will decide how the dispute is to be resolved.

Anti-Social Behaviour
"Anti-social behaviour" is a term used to cover a wide range of activities, from boundary disputes and verbal harassment through to vandalism and intimidation. It is any kind of repeated behaviour which is likely to cause you alarm or distress. Broadly, it is a quality of life issue.

Dwelling
A place to live in, a house or apartment that someone is living in.

Mediation
Mediation involves an attempt to bring about a peaceful settlement or compromise regarding a dispute through the objective intervention of a neutral party. The mediation process is supportive and non-confrontational. Each side must agree to mediation and either side may walk away from the process at any time.

Notice (serving of)
Written warning to another of a person's intention to do something or take some (legal) action.

PPS Number
Your **P**ersonal **P**ublic **S**ervice (PPS) number is a unique reference number that helps you to gain access to social welfare benefits and information from public service agencies in Ireland, such as the Department of Social and Family Affairs, the Revenue Commissioners and the Health Services Executive (HSE). The PPS number is the new name for the Revenue and Social Insurance (RSI) number. This number is obtained from your Social Welfare office.

Statute of Limitations
A law that sets the time within which parties must take action to enforce their rights. For example, in the case of a breach of contract, the statute of limitations can be up to 6 years.

Tenancy
Possession or occupancy of dwelling, under a lease, or on payment of rent. Tenancy also refers to the period of a tenant's occupancy or possession

Termination of Contract
"Termination of contract" is a term used to describe a coming to an end of a contract period; "the termination of the agreement".

Appendix 2
Principal Related Legislation

Acquisition of Land (Assessment of Compensation) Act, 1919

Environmental Protection Act, 1992

The Equal Status Act 2000

The Equal Status Act 2004

Housing (Miscellaneous Provisions) Act 1979

Housing Finance Agency Act 1981

Housing Finance Agency (Amendment) Act, 1982

Housing (Private Rented Dwellings) Act 1982

Housing (Private Rented Dwellings) (Amendment) Act 1983

Housing Act 1988

Housing (Miscellaneous Provisions) Act 1992

Housing Regulations 1993

Housing (Miscellaneous Provisions) Act 1997

Housing (Traveller Accommodation) Act 1998

Labourers Act, 1936 Housing Act 1966

Landlord & Tenant (Ground Rents) Act, 1978

Landlord & Tenant (Ground Rents) (No.2) Act, 1978

Litter Pollution Act, 1997

Appendix 3
Useful Contacts and Links

The Department of the Environment, Heritage and Local Government
Custom House, Dublin 1.
LoCall: 1890 202 021
Tel: 01 888 2000
www.environ.ie

Department of Social and Family Affairs
LoCall Leaflet Line: 1890 20 23 25

Dublin City Council
Civic Offices, Wood Quay, Dublin 8.
Tel: 01 222 2222
www.dublincity.ie

Irish Property Owners' Association
Ashtown Business Centre,
Navan Road, Dublin 15.
Tel: 01 827 6000/Fax: 01 827 6002
www.ipoa.ie

National Disability Authority
25 Clyde Road, Dublin 4.
Tel: 01 608 0400/Fax: 01 660 9935
E-mail: nda@nda.ie
www.nda.ie

OASIS
www.citizensinformation.ie

Private Residential Tenancies Board
Floor 2, O'Connell Bridge House,
D'Olier Street, Dublin 2.
Tel: 01 635 0600 (general number)
Fax: 01 635 0601
E-mail: informat@prtb.ie (register enquiries) or disputes@prtb.ie (dispute queries)
Current Forms **http://www.prtb.ie/**

Residential Tenancies Act 2004
Can be downloaded from:
www.oireachtas.ie/viewdoc.asp?fn=/documents/bills28/acts/2004/a2704.pdf

Revenue Commissioners
City Centre: 9/15 Upper O'Connell Street, Dublin 1.
LoCall: 1890 333 425
Tel: 01 865 5000
Personal and telephone queries welcome.

South City: 85-93 Lower Mount Street, Dublin 2.
LoCall: 1890 333 425
Tel: 01 647 4000
Telephone queries only. Personal queries in the south city can also be referred to the Revenue Commissioners, Plaza Complex, Belgard Road, Tallaght, Dublin 24.
LoCall: 1890 333 425
Tel: 01 647 0700

North City: 9/15 Upper O'Connell Street, Dublin 1.
LoCall: 1890 333 425
Tel: 01 865 5000
Personal and telephone queries welcome.

Threshold, The National Housing Association
21 Stoneybatter, Dublin 7
LoCall: 1890 929 777
Tel: 01 678 6096
Fax: 01 677 2407
E-mail: headoffice@threshold.ie or advice@threshold.ie
www.threshold.ie

Appendix 4
Sample Determination Orders of the PRTB

Sample Determination Orders

The cases outlined below are sample determination orders of the PRTB. They illustrate cases heard to date.

Case I
Illegal Eviction

In the matter of I.Z. (Applicant) and E.D. (Respondent) the Private Residential Tenancies Board determines as follows:
1. The Respondent was in breach of the terms of the letting agreement entered into on 22nd April 2004 by the parties in respect of premises at _____and the termination of the tenancy on 25th February 2005 was unlawful.

2. The Applicant is to be allowed to continue to reside in the above-mentioned premises in accordance with the terms of the agreement entered into on 22nd April 2004.

3. The Respondent is ordered to pay the Applicant within 14 days of the date of making this Order damages in the amount of €2,500 in compensation for the distress and inconvenience suffered by the Applicant and his family on foot of the actions of the Respondent and her agents.

This Order was made by the Private Residential Tenancies Board on 26th April 2005.

Case II
Breach of Landlord Obligations

In the matter of D. B. (Applicant Tenant) and A. R. (Respondent Landlords) the Private Residential Tenancies Board, in accordance with section 121 of the Residential Tenancies Act 2004, determines as follows:
1. The Applicant Tenant shall pay to the Respondent Landlords, within 7 days of the date of issue of this Order, the sum of €550 being rent owing of €880 less €330 for postal expenses and for damages by reason of the breach of the Respondent's duty to allow the Applicant Tenant enjoy peaceful and exclusive occupation of the tenancy of the dwelling at _____.

2. The Respondent Landlords shall provide forthwith a rent book to the Applicant Tenant and comply with the provisions of the Housing (Rent Books) Regulations 1993.

3. The Applicant Tenant shall pay rent to the Respondent Landlords at their dwelling or alternatively at the Applicant Tenant's own postal expense.

4. The Applicant Tenant shall make his own arrangements for refuse disposal and cable TV.

This Order was made by the Private Residential Tenancies Board on 6th January 2006.

Case III
Deposit Retention

In the matter of L. H. (Applicant Tenant) and E. N. (Respondent Landlord) the Private Residential Tenancies Board, in accordance with section 121 of the Residential Tenancies Act 2004, determines as follows:
The Respondent shall, within 7 days of the date of issuing this Order, pay to the Applicant the sum of €1,050 being the deposit of €1,300 less €250 to cover the cleaning and damages caused to the dwelling at _____.

This Order was made by the Private Residential Tenancies Board on 8th July 2005.

Case IV
Breach of Landlord Obligations

In the matter of S. O. (Applicant Third Party) and P.L. (Respondent Landlord) the Private Residential Tenancies Board, in accordance with section 121 of the Residential Tenancies Act 2004, determines as follows:
1. The Respondent was not in breach of her duties under section 15 of the Residential Tenancies Act 2004 in relation to the dwelling at_____.

2. In the event of any future complaints regarding the Tenant's behaviour at the dwelling at_____and if such behaviour is found to be in breach of the Tenant's obligations under section 16 of the Residential Tenancies Act 2004, the Respondent must take all necessary steps open to her under the Act to remedy the matter.

This Order was made by the Private Residential Tenancies Board on 19th August 2005.

Case V
Rent Arrears, Breach of Landlord Obligations and Non-Vacating of Dwelling

In the matter of M.D. (Applicant Tenant) and J. G. (Respondent Landlord) the Private Residential Tenancies Board, in accordance with section 121 of the Residential Tenancies Act 2004, determines as follows:
1. A valid Notice of Termination was served by the Respondent on the Applicant on the 30th June 2005 in respect of the dwelling_____.

2. The Applicant must give up possession of the dwelling before 5pm on Friday 30th September 2005.

3. The Applicant must pay to the Respondent, the sum of €1,980.78 being arrears of rent owing in respect of the dwelling.

4. The Applicant must pay to the Respondent, rent at the rate of €330.15 per month or part thereof from the 31st July 2005 to the date of giving up possession of the dwelling.

5. The security deposit will be returned to the Applicant after final inspection of the dwelling by the Respondent and the handing up of vacant possession of the dwelling less any appropriate deduction in respect of outstanding rent and on account of the condition of the dwelling at that date.

This Order was made by the Private Residential Tenancies Board on 19th August 2005.

Case VI
Rent Arrears and Non-Vacating of Dwelling

In the matter of A. J. (Applicant and Respondent Tenant) and D. H. (Applicant and Respondent Landlord) the Private Residential Tenancies Board, in accordance with section 121 of the Residential Tenancies Act 2004, determines as follows:
1. The Notice of Termination of Tenancy served by the Landlord on the Tenant does not comply with section 62(1)(g) of the Residential Tenancies Act 2004 and as such was not valid.

2. The Tenant must pay the Landlord, within 7 days of the date of issuing this Order, the sum of €2,625 being arrears of rent owing in respect of the dwelling at _____ for the period 9 December 2004 to 3 May 2005.

3. The Tenant must pay the Landlord, rent at the rate of €550 per month or part thereof from the 4th May 2005 until the tenancy is validly terminated by the Landlord or Tenant.

This Order was made by the Private Residential Tenancies Board on 19th August 2005.

Case VII
Deposit Retention

In the matter of T.Y. (Applicant Tenant) and P.D. (Respondent Landlord) the Private Residential Tenancies Board, in accordance with section 121 of the Residential Tenancies Act 2004 and pursuant to a declaration under section 97(4)(b) of that Act relating to a decision reached by the parties themselves, determines as follows:
1. The Respondent must pay to the Applicant, the sum of €1,034.33 being the deposit less deductions for refuse/bin charges and carpet cleaning in respect of the dwelling at _____.

2. The Respondent and Applicant agree and accept that the deposit has been returned to the Applicant. This Order was made by the Private Residential Tenancies Board on 19th August 2005.

Case VIII
Rent Arrears

In the matter of C.K. (Applicant Landlord) and P.S. and J.R. (Respondent Tenants) the Private Residential Tenancies Board, in accordance with section 121 of the Residential Tenancies Act 2004, determines as follows:
1. The Respondent, P.S. must pay to the Applicant, within 14 days of the date of issuing this Order, the sum of €2,565 being arrears of rent owning in respect of the dwelling at _____.

2. The Applicant shall retain the security deposit of €500.

This Order was made by the Private Residential Tenancies Board on 19th August 2005.

Case IX
Breaches of Tenancy Obligations

In the matter of E.B. and S.H. (Applicant Tenants) and T.S. (Respondent Landlord) of the dwelling at_____, the Private

Residential Tenancies Board, in accordance with section 121 of the Residential Tenancies Act 2004, determines as follows:
The Respondent shall pay to the Applicants, within 14 days of the date of issuing this Order, the sum of €1,119.60 in respect of expenses, incurred by them for alternative accommodation, meals, clothes and toiletries.

This Order was made by the Private Residential Tenancies Board on 8th July 2005.

Case X
Validity of Tenancy Termination

In the matter of J. B. (Applicant and Respondent Landlord) and M. B, A. R., E. M. and C. R. (Applicant and Respondent Tenants) the Private Residential Tenancies Board, in accordance with section 121 of the Residential Tenancies Act 2004, determines as follows:
1. The Tenants are entitled to peaceful enjoyment and full possession of the dwelling at _____in accordance with the terms of the letting agreement up to the full term of 12 months which is the 26th November 2005.

2. The Tenants shall give vacant possession of the dwelling to the Landlord on the date specified in any valid Notice of Termination served by the Landlord where that date is not before 26th November 2005.

This Order was made by the Private Residential Tenancies Board on 14th September 2005.

Appendix 5
Example of Notice of Termination of Tenancy

To: [INSERT NAME/S (of all Tenant/s) or NAME/S and ADDRESS (of all Landlord/s)]

The tenancy of the dwelling at [INSERT ADDRESS OF RENTED DWELLING] will terminate on [INSERT TERMINATION DATE (DAY, MONTH and YEAR) See Note 1].

(The Tenant has the whole 24 hours of the termination date to vacate possession.)
(See Note 2)
(See Note 3)

Any issue as to the validity of this notice or the right of the Landlord/Tenant to serve it must be referred to the Private Residential Tenancies Board under Part 6 of the Residential Tenancies Act 2004 within 28 days of the date of receipt of it.

This notice is served on _____ [INSERT DATE OF SERVICE]

Signed: _____ (See Note 4)

Notes

1. Ensure recipient gets the appropriate number of days notice.

2. If termination is by the landlord of a tenancy that has lasted more than 6 months, state here the reason for the termination (grounds 1 to 6 in table to section 34 of the Act) and note the additional requirements that apply in relation to grounds 1, 4, 5 and 6.

3. If termination is by the landlord of a tenancy that is sub-let, state whether or not you require the head-tenant to terminate the sub-tenancy (and insert the head-tenant's address – which will be different from the rented dwelling address - at the top of the notice).

4. If termination is by a tenant on behalf of multiple tenants, one signature will suffice if all of the tenants are named in the notice and the signing tenant states he/she is signing on behalf of all of the tenants.

This is a sample notice of termination of tenancy and it is not a notice itself. In terminating a tenancy, Part 5 of the Residential Tenancies Act 2004 is particularly relevant. Specific sections include: Section 62 (Content of notice); Chapter 3 (Amount of notice to be given); Chapter 4 (Sub-let tenancy); and Chapter 5 (Termination by multiple tenants). Other relevant sections are Sections 34, 35 and 67(3) (Termination for breach of tenancy obligations).

Appendix 6 **FORM PRTB1**

(Refer http://www.prtb.ie/ for current version)

TENANCY REGISTRATION	
TENANCY UPDATE	

Please Ö as appropriate

Please read the accompanying notes before completing this form. Use CAPITAL LETTERS. Write clearly and accurately within boxes. Do not join your writing.

A separate form must be completed for each tenancy of a dwelling.

Bord Um Thionóntachtaí Cónaithe Príobháideacha
Private Residential Tenancies Board
Floor 2, O'Connell Bridge House, D'Olier St, Dublin 6
Tel: +353 1 635 0600
Fax: +353 1 635 0601
E-mail: informat@prtb.ie or disputes@prtb.ie

Part 1 - Details of the Dwelling

1. Tenancy Registration Number: (see Note A) **RT** | | | | | | | |

2. Fee enclosed:

€70	*€140*	*€300*	*No fee* (see Note B)

3. Address of Rented Dwelling: (include unit number if property is let in 2 or more units)

Address:

4. Description of Rented Dwelling: (if the rented dwelling is part of a house or maisonette please tick 'Part of House' along with the type of house, e.g. detached house)

Whole of House		Detached House		Bedsit	
Part of House		Semi-detached House		Flat	
Maisonette		Terraced House		Apartment	

5. Number of Bed Spaces: (see Note C)

6. Number of occupants:

7. Number of Bedrooms:

8. Approximate Floor Area in square metres: (see Note D)

Part 2 - Details of the Parties

9. **Landlord** - Name and Contact Details: (if more than 1 landlord involved in this tenancy please complete Part 5 of this Form, see also Note E)

First name:

Surname:

Address:

Telephone (optional):

Mobile Phone (optional):

10. PPSN of Landlord: (see Note F)

11. **Landlord's Letting Agent (if any)** - Name and Contact Details: (if the premises is let through an agent)

Name:

Address:

Telephone (optional):

12. Agent PPSN or Company Reg. No:

13. **Local Authority** - Name of Area: (see Note G)

14. **Tenant** - Name and Contact Details: (if more than 1 tenant involved in this tenancy please complete Part 4 of this Form, see also Note H)

First name:

Surname:

Telephone (optional):

15. PPSN of Tenant: (see Notes F and I)

Part 3 - Details of the Tenancy

16. If a lease agreement applies to this tenancy, please indicate the term: Months ☐ Years ☐

17. Date tenancy commenced: ☐ (dd/mm/yy)

18. Sub-letting : If this tenancy is a sub-letting please tick: ☐

19. Rent Amount: €

20. Frequency of Payment:

per week	per fortnight	per month	per year
☐	☐	☐	☐

(please tick appropriate box)

21. Tenant Signature: (see Note J) ☐ Date: ☐

22. Landlord/Agent Signature: (see Note K) ☐ Date: ☐

Landlord: ☐ Agent: ☐ *(please tick appropriate box)*

Part 4 - Details of Any Additional Tenants (minors not required)

23. Name and Contact Details of additional Tenants: (see Notes F, H, I and J)

First name:

Surname:

Telephone (optional):

PPSN:

Tenant Signature: Date:

First name:

Surname:

Telephone (optional):

PPSN:

Tenant Signature: Date:

First name:

Surname:

Telephone (optional):

PPSN:

Tenant Signature: Date:

Part 5 - Details of Additional Landlords (if more than 1 Landlord)

24. Name and Contact Details of other Landlord(s) involved: (see Notes E, F and K)

First name:

Surname:

Address:

Telephone (optional):

Mobile Phone (optional):

PPSN:

Landlord Signature: Date:

Part 6 - Apartment Blocks/Complexes Only

(This part of the form should be completed if the dwelling concerned is an apartment in an apartment complex under the operation of a management company.)

25. **Management Company** - Name and Contact Details: (see Note L)

Name:

Address:

Telephone (optional):

26. Management Company Reg. No:

27. **Management Agents (if any)**- Name and Contact Details: (see Note L)

Name:

Address:

Telephone (optional):

28. Agent PPSN or Company Reg. No:

Part 7 Payment by Credit / Debit Card

If you wish to pay your registration fee by credit / debit card please complete the details below:

Card Type **Visa** **Mastercard** **Laser**

Name of Cardholder

Address*

Card Number

Expiry Date

Please debit my account by €

Cardholder Signature:

Date:

Please ensure your address is the same as on your bank/credit card statement

For Official Use Only

Checklist

Before sending this form to the PRTB, please check that:

- ☐ the tenant(s) has(ve) provided their PPSN on the form;
- ☐ the tenant(s) has(ve) signed and dated the form;
- ☐ your own PPSN is on the form;
- ☐ you have signed and dated the form;
- ☐ you have completed all questions on the form; and
- ☐ you have enclosed a cheque for the correct amount and made it payable to the PRTB or provided your credit/debit card details at Part 7.

Please note that an incomplete form <u>will</u> be returned to you.

Notes for Completion of Tenancy Registration Form PRTB1

In completing this form, use CAPITAL LETTERS. Write clearly and accurately within boxes. Do not join your writing.

A If this is a new tenancy registration all parts of this form should be completed (apart from the Registration No. which will be issued to you on foot of this application). If this application relates to the updating of a tenancy currently registered with the Private Residential Tenancies Board (PRTB) please enter the Registration No. and complete only the sections to be updated.

B The fees set out below are the current fees at the time of printing (July 2006). As fees could be subject to change in the future, you are advised to check the up-to-date fees payable at the time of registering the tenancy - the PRTB's website, www.prtb.ie will be of assistance in this regard.

The fee payable is **€70** per tenancy being registered on time i.e. within 1 month after the commencement of the tenancy or **€300** for multiple tenancies in the one building being registered on time by the one landlord (please staple the multiple forms together).

Where, in respect of the same dwelling, a change of tenancy occurs within a 12 month period a **maximum of 2** registration fees apply. However, no fee applies in respect of a 3rd or subsequent registration of the same dwelling within that 12 months. No fee is payable for an update of details of a tenancy currently registered.

In all circumstances where the tenancy is being registered more than 1 month after the commencement of the tenancy, a fee of €140, per tenancy, is payable for these late registrations. There are no exceptions to this.

Fees should be paid by cheque, postal order or money order and should be made payable to the PRTB. The cheque should be crossed. Alternatively you may make your payment by credit or debit card by completing your details in Part 7. **Cash should <u>not</u> be sent in the post with the registration form.**

C Please use number of bed spaces rather than number of bedrooms in the premises. e.g. a double bed equals 2 spaces.

D Please give approximate floor area of the rental unit not the floor area of the full premises unless the full premises is the subject of this registration application. To convert from square feet to square metres the following values should be used:
- 1 sq. foot = 0.0929 sq. metres
- 1 sq. yard = 0.8361 sq. metres

E If there is more than one landlord involved in the tenancy please use Part 5 of this form to identify each additional landlord. Please note that the address of the landlord will be used by the PRTB for corresponding with the landlord. If a different correspondence address is required, e.g. Agent's address, this should be specified under the address of the landlord.

F PPSN (also known as RSI number) is unique to each individual and is used to distinguish between individuals with similar names or addresses. The PPSN is usually identified on tax and welfare statements and P60s. If you do not have a PPSN number please contact your local Department of Social and Family Affairs (DSFA) office. **Use of the PPSN is governed by law. The PPSN is not to be stored or used for any purpose other than for the registration of a tenancy. The PPSN Code of Practice is available from the DSFA and on their website (www.welfare.ie).**

G Please indicate in which local authority area the dwelling is located. The authorities are:
City Councils - Cork, Dublin, Galway, Limerick, Waterford,

Borough Councils - Clonmel, Drogheda, Kilkenny, Sligo and Wexford.

County Councils - Dun Laoghaire - Rathdown, Fingal, South Dublin, Carlow, Cavan, Clare, Cork, Donegal, Galway, Kerry, Kildare, Kilkenny, Laois, Leitrim, Limerick, Longford, Louth, Mayo, Meath, Monaghan, Offaly, Roscommon, Sligo, Tipperary (NR), Tipperary (SR), Waterford, Westmeath, Wexford, Wicklow.

Town Councils - Arklow, Athlone, Athy, Ballina, Ballinasloe, Birr, Bray, Buncrana, Bundoran, Carlow, Carrickmacross, Carrick-on-Suir, Cashel, Castlebar, Castleblaney, Cavan, Clonakilty, Clones, Cobh, Dundalk, Dungarvan, Ennis, Enniscorthy, Fermoy, Kells, Killarney, Kilrush, Kinsale, Letterkenny, Listowel, Longford, Macroom, Mallow, Midleton, Monaghan, Naas, Navan, Nenagh, New Ross, Skibbereen, Templemore, Thurles, Tipperary, Tralee, Trim, Tullamore, Westport, Wicklow, Youghal.

H If there is more than one tenant of the dwelling please use Part 4 of this form to identify each additional tenant.

I The PPSN of the tenant(s) should be provided unless it cannot be ascertained by reasonable inquiry. If a tenant does not want the other tenants to see his/her PPSN, then the tenant should provide this to the landlord on a separate piece of paper.

J The application form must be signed by the tenant or each of the tenants, as the case may be, of the dwelling concerned and bear the date on which it is signed by the tenant or tenants.

K The application form must be signed by the landlord of the dwelling concerned or by his/her authorised agent and dated when signed.

L In the case of apartment blocks/complexes, the management company is responsible for the day-to-day management of the block/complex. In some instances, the management company engages a management agent to perform the functions of managing the properties on behalf of the management company.

Registration data collected by the Private Residential Tenancies Board will be used in accordance with the provisions of the Residential Tenancies Act 2004 and any other relevant legislation. The Private Residential Tenancies Board may contact parties to a tenancy for research purposes and/or use this data for research purposes.

Appendix 7
Sample Residential Tenancy Agreement

1. Parties and Principal Lease Terms

(i) PAYMENT METHOD: In advance by one monthly payment to the Landlord, or at the Landlord's option, by one standing order payment or one direct debit, on or before the 1st day of each month, direct:
To: _____
Bank: _____
Address: _____
Account Name: _____
Account Number: _____
Sort Code: _____

(ii) POINT OF CONTACT: _____
ADDRESS: _____

2. Definitions

In this Agreement, unless the context otherwise requires, the following expressions shall have the following meanings:
2.1 "The Landlord" includes the persons for the time being entitled to the reversion at the end of the tenancy.
2.2 "The Tenant" includes the successors in title. Whenever there is more than one Tenant, each and every covenant and obligation can be enforced against all the Tenants jointly and against each individually.

3. Tenant Covenants

3.1 The Tenant pays the deposit as security for their performance of the Tenant's obligations and to pay and compensate the Landlord for any breach of those obligations. It is agreed that this sum shall not be transferable by the Tenant in any way, and at any time, against payment of the rent and that no interest shall be payable on this deposit. The balance of the deposit to be paid to the Tenant only after vacation of the property, such amount to be assessed at the outgoing inspection upon termination of this Agreement.

3.2 To pay the Rent on the days and in the manner specified in Part 1 of this Agreement (Parties and Principle Lease Details). The first payment being made on the Commencement Date.

3.3 The Tenant pays, at the option of the Landlord or Landlord's Agent, an administrative charge of €30 for each written demand sent should the Tenant be in persistent arrears of rent.

3.4 To pay promptly to the authorities or to whomever they are due, Local Authority, refuse charges and outgoings (including gas, water, electricity, cable television and telephone if any, relating to the property) including any which are imposed after the date of this Agreement (even if of a novel nature) and to pay the total cost of any re-connection fee relating to the supply of gas, water, electricity, cable television and telephone if the same is disconnected or the operating company changed.

3.5 Not to damage or injure the property or the Landlord's contents or make any alteration or addition to it. Any redecoration is to be made only with the prior written consent of the Landlord or his Agent.

3.6 Not to leave the property vacant for more than 30 consecutive days and to properly secure all locks and bolts to the doors, windows and other openings if leaving the property unattended.

3.7 To keep the interior of the property and the contents in good and clean condition, damage by accidental fire and reasonable wear and tear excepted, and to keep the property at all times well and sufficiently aired and warmed during the tenancy.

3.8 To immediately pay the Landlord or his Agent, the value of replacement of any furniture or effects lost, damaged or destroyed, or at the option of the Landlord, replace immediately any furniture or effects lost, damaged or destroyed and not to remove or permit to be removed, any furniture or effects from the property.

3.9 Immediately before handing up possession of the premises on the termination of this Agreement to thoroughly clean all cookers, fridge, sanitary apparatus and other appliances and all carpets, floor coverings and furnishings and to deliver up same in a sound and clean condition, fair wear and tear excepted; provided always that breach of this condition shall enable the Landlord to deduct the cost of cleaning the premises from the Security Deposit.

3.10 To leave the contents at the end of the tenancy in the same places in which they were positioned at the commencement of the tenancy.

3.11 That the Landlord, or person authorised by the Landlord or the Landlord's Agent, may at reasonable times, on giving 7 days notice (unless in the case of emergency) enter the property for the purpose of viewing, inspecting its condition and state of repair, or for the purpose of repair, maintenance or repainting.

3.12 Not to assign or sublet, part with possession of the property, or let or allow any other person live at the property without the Landlord's written consent and to pay to the Landlord any reasonable costs or expenses incurred in deciding this request whether consent is granted or refused.

3.13 To use the property as a single, private dwelling and not to use it, or any part of it, for any other purpose, nor to allow anyone else to do so.

3.14 Not to receive paying guests, or carry on, or permit to be carried on, any business, trade or profession on or from the property.

3.15 Not to do, or permit, or suffer to be done in or on the property, any act or thing which may be a nuisance, damage or annoyance to the Landlord, or to the occupiers of the neighbouring premises, or which may void any insurance of the property or cause the premiums to increase.

3.16 Not to keep any animals or birds, or any living creature on the property without the Landlord's written consent. Such consent if granted, to be revocable at will by the Landlord or the Landlord's Agent.

3.17 To keep the gardens, patios and terraces (if any) including all driveways, pathways, lawns, hedges, landscaping, ornamental features including water features neat, tidy and properly tended at all times and not remove any trees or plants.

3.18 To replace broken glass in doors and windows damaged during the tenancy.

3.19 Not to alter, change or install any locks on any doors or windows in or about the property, or have any additional keys made for any locks without the prior written consent of the Landlord or the Landlord's Agent.

3.20 Not to use the property for any illegal or immoral purpose.

3.21 To pay and compensate the Landlord fully for any costs, expense, loss or damage incurred or suffered by the Landlord as a consequence of any breach of this Agreement on the part of the Tenant and to indemnify the Landlord from and against all actions, claims and liabilities in that respect.

3.22 To pay and compensate the Landlord fully for any cost and/or expense incurred in the preparation and service of notice and of any proceedings under the Landlord and Tenant Law Amendment Act Ireland 1860 and the Conveyancing Act 1881.

3.23 To notify the Landlord, or the Landlord's Agent, promptly in writing, of any disrepair, damage or defect in the property, or of any event which causes damage to the property, or which may give rise to a claim under the insurance of the property, or of any breakdown of appliances. Failure to do so may result in the Tenant being liable for any subsequent damage.

3.24 Not to glue, stick or otherwise fix anything whatsoever to the exterior or interior walls, doors, windows, floors or other surfaces of the property without the Landlord's written consent.

3.25 To take all reasonable precautions to prevent damage by frost.

3.26 Where the Landlord's interest is derived from another lease ("The Head Lease" in the case of apartment complexes or town-house developments) then it is agreed that the Tenant will observe the rules and other restrictions in the Head Lease

applicable to the property, as well as any other rules and regulations as may appear in the Special Conditions in the First Schedule to this Agreement.

3.27 In order to comply with the Gas Safety Regulations, it is necessary:
(a) That the ventilation provided for this purpose in the property should not be blocked
(b) That brown or sooty build up on any gas appliance should be reported immediately to the Landlord or the Landlord's Agent.

3.28 To keep the hall, passages and staircase (if any) leading to the property and drains, free from obstruction and the chimneys swept as often as necessary.

3.29 Not to introduce into the property any portable heaters fired by liquid or bottled gas without the Landlord's prior written consent.

3.30 That the Tenant shall be responsible for testing all smoke detectors (if any) fitted in the property on a regular basis and replace the batteries as necessary.

3.31 Within the last 1 month of the tenancy to permit the Landlord, or any person authorised by the Landlord or the Landlord's Agent at reasonable hours of the day or night, to enter and view the property with prospective Tenants or purchasers.

3.32 To pay the Stamp Duty charged on the original and counterpart of this Agreement, if any.

3.33 Not to hang any washing out of the windows of the property and to have all windows cleaned at least 4 times a year.

3.34 To give to the Landlord promptly, a copy of any notice received concerning the property.

3.35 During the last month of the tenancy, to allow the Landlord to affix a Notice to the outside of the property announcing that it is for sale or to let.

3.36 The Tenant shall put in place and maintain full and adequate insurance cover in respect of all the Tenant's property on or in the premises, and all persons in the premises with the Tenant's consent, and shall indemnify the Landlord from all claims whatsoever in respect of loss, damage or injury to such property or persons.

4. Landlord Covenants

4.1 Provided that the Tenant shall pay the Rent and perform the covenants on his part already referred to, the Landlord shall permit the Tenant to have quiet enjoyment of the property during the Term agreed without interruption by the Landlord or the Landlord's Agent.

4.2 The Landlord will return to the Tenant any Rent payable for any period during which the property may have been rendered uninhabitable by fire or any other risk which the Landlord has insured against.

4.3 All necessary consents have been obtained to let the property.

4.4 The Landlord agrees to maintain the structure of the building and maintain the interior and fittings to the standard that existed at the commencement of this Agreement and to carry out any repairing obligations as required by the Local Authority in charge.

4.5 The Landlord shall keep insured in the Landlord's name:
(a) the property against loss or damage by fire, lightning, explosion, storm, flood, burst pipes, subsidence, riots or civil commotion, malicious damage and accidental damage, impact and such other risks (if any) as the Landlord, at the Landlord's sole discretion, may from time to time consider prudent or desirable including employer's and public liability or any other liabilities that are resulting from the Landlord's ownership of the property.
(b) the Landlord's contents but excluding the Tenant's contents.

4.6 To make good or have made good any damage caused to the property by any workmen authorised by the Landlord or the Landlord's Agent to be on the premises under the terms of this Agreement.

4.7 When the tenancy ends, to repay the security deposit to the Tenant without interest, after all sums due (if any) to the Landlord under the terms of this Agreement, or following breach of any of its terms, have been deducted.

4.8 The Landlord shall register this Tenancy Agreement with the Private Residential Tenancies Board(PRTB) as required under the Residential Tenancies Act 2004.

4.9 To enforce the covenant on anti-social behaviour by the Tenant contained in the 2nd Schedule. (A third party directly affected by the failure to do so may bring a complaint against the Landlord to the Private Residential Tenancies Board under the Residential Tenancies Act 2004).

5. Both Parties Agree

5.1 Termination or continuation of this Tenancy Agreement by the Landlord or Tenant may only be made under the provisions of the Residential Tenancies Act 2004. Details are contained in the Second Schedule of this Tenancy Agreement.

5.2 Any notice served by the Landlord on the Tenant shall be sufficiently served if sent by registered or recorded post to the Tenant at the property, or to the last known address of the Tenant, or left addressed to the Tenant at the property.

5.3 The property is let together with the special conditions (if any) listed on the First Schedule attached to this Agreement.

5.4 That the information required under the Housing (Rent Books) Regulations 1993 made under the Housing (Miscellaneous Provisions) Act 1992 is set out in the Second Schedule and that this Agreement constitutes the Rent Book for the purposes of these regulations.

5.5 The Landlord agrees to let and the Tenant agrees to take the property and contents for the Term and at the Market Rent payable in Clause 1.

5.6 Any notice required to be given to the Landlord under this Agreement shall be duly served if delivered by hand or sent by registered or recorded post, addressed to the Landlord at the Point of Contact in Clause 1, unless the Tenant is notified of a different address. If the Landlord resides outside the State, then notices to the Landlord shall be served if sent by ordinary post addressed to that Agent at his address as notified by the Landlord to the Tenant.

6. First Schedule

Special Conditions & Inventory - Attach a separate sheet if necessary.

7. Second Schedule

RESIDENTIAL TENANCIES ACT 2004

1. These details do not purport to be a legal interpretation of the legislation.

2. The Landlord may terminate this Tenancy Agreement due to anti-social behaviour by the Tenant (or the Tenant allowing such behaviour) within the dwelling.
   - Anti-social behaviour within the dwelling includes behaviour that constitutes the commission of an offence; causes fear, danger, injury, damage or loss; or includes violence, intimidation, coercion, harassment, obstruction or threats. It also includes persistent behaviour that prevents or interferes with the peaceful occupation of other dwellings within the building or in its vicinity.
   - The Notice Period for such a Termination by the Landlord is 28 days, or 7 days in the case of a more serious breach.

3. The Landlord may terminate this Tenancy Agreement for non-payment of rent. A 14 day Service of Notice can be issued demanding full and immediate payment. Failure by the Tenant to comply will result in a 28 day Notice Of Termination by the Landlord.

4. The Landlord may terminate this Tenancy Agreement for any unremedied breach of Covenant by the Tenant. The Notice Period for such a Termination by the Landlord is 28 days.

5. On expiration of this Tenancy Agreement the tenancy may continue after the term as follows:
   - for a further fixed term, by mutual agreement.
   - by the Tenant serving on the Landlord notice to claim a Part 4 Tenancy for 4 years commencing from the original Commencement Date, provided that the Tenant has been in continuous occupation for 6 months. Such notice must be received no earlier than 3 months and no later than 1 month prior to the expiry of this Agreement.
   - in the absence of any formal agreement to continue after the term, the tenancy will continue as a periodic month-to-month under the original terms and conditions of the Agreement. Copies of the Residential Tenancies Act 2004 may be purchased from the Government Publications Office, Sun Alliance House, Molesworth Street, Dublin 2.

8. Third Schedule Statement of Information Required Under The Housing (Rent Books) Regulations, 1993

1. This statement of information is in accordance with the Housing (Rent Books) Regulations 1993. It does not purport to be a legal interpretation.

2. The Tenant of a house is, unless otherwise expressly provided for in a Lease, entitled to quiet and peaceable enjoyment of the house without the interruption of the Landlord or any other person during the term of the tenancy for so long as the Tenant pays the rent and observes the terms of the tenancy.

3. The Landlord is obliged to provide a Tenant with a rent book for use throughout the term of the tenancy. The Landlord must enter particulars relating to the tenancy in the rent book, and, in the case of a new tenancy, complete the inventory of furnishings and appliances supplied with the house for the Tenant's exclusive use.

4. The Landlord is obliged to keep the particulars in the rent book up to date. Where the rent or any other amount due to the Landlord under the tenancy is handed in person by the Tenant, or by any person acting for the Tenant, to the Landlord, the Landlord must, on receipt, record the payments in the rent book or acknowledge it by way of receipt. Payments not handed over directly, for example, those made by standing order or direct debit, must, not more than three months after receipt, either be recorded by the Landlord in the rent book or acknowledged by way of statement by the Landlord to the Tenant.

5. The Tenant is obliged to make the rent book available to the Landlord to enable the Landlord to keep the particulars in it up to date.

6. The Landlord of a private rented house is obliged to ensure that, from 1st January, 1994, the house complies with the minimum standards of accommodation laid down in the Housing (Standards for Rented Houses)

Regulations, 1993. The standards apply to rented Local Authority houses from 1st January, 1998. The Regulations do not apply to houses let on a temporary or holiday basis, Local Authority demountable dwellings and communal type accommodation provided by health boards and certain approved non-profit or voluntary bodies. The standards relate to structural condition, provision of sinks, water closets baths/showers, cooking and food storage facilities, safety of electricity and gas installations, availability of adequate heating, lighting and ventilation and maintenance of common areas, etc.

7. The duties of a Landlord referred to in paragraphs 5 to 6 above may be carried out on the Landlord's behalf by a duly appointed Agent. Any reference in a statement to "house" includes a flat or maisonette.

8. Copies of the Housing (Rent Books) Regulations 1993 and the Housing (Standards for Rented Houses) Regulations 1993 may be purchased from the Government Publications Sale Office, Sun Alliance House, Molesworth Street, Dublin 2, or from the Housing Authority.

9. Responsibility for the enforcement of the law relating to rent books and standards rests with the housing authority for the area in which the house is located. The name, address and telephone number of the relevant housing authority are as follows:

Local Authority Name: _____
SIGNED by the Landlord(s): _____
in the presence of: _____
SIGNED by the Tenant(s) _____
in the presence of: _____

9. Guarantee

I/We _____
Address _____
_____
at the request of the Tenant and in consideration of this Tenancy, agree with the Landlord that the Tenant will at all times pay the rent and comply with the terms of this Agreement and agree to indemnify the Landlord against all losses incurred by any failure by the Tenant to comply with the terms of this Agreement. Even if the Landlord gives the Tenant extra time to comply with any obligations in this Agreement, or does not insist on its strict terms, this covenant remains fully effective.

Dated the _____
SIGNED by the said Guarantor: _____
in the presence of: _____
SIGNED by the said Guarantor: _____
in the presence of: _____

10. Spouse's Consent

I _____
Address _____
Spouse of the Landlord named in this Tenancy Agreement CONSENT for the purposes of The Family Home Protection Act, 1976 to the creation of this tenancy on the terms contained in this Agreement which my spouse is about to enter into.
Dated the _____
SIGNED by the said Spouse: _____
in the presence of: _____

11. Stamp Duty Declaration

Cert No 3B: "It is hereby certified that section 53 (lease combined with building agreement for dwelling house/apartment) of the Stamp Duties Consolidation Act, 1999, does not apply to this instrument."

Cert No 8A: "It is hereby certified that the consideration (other than rent) for the sale/lease is wholly attributable to residential property and that the transaction effected by this instrument does not form part of a larger transaction or of a series of transactions in respect of which the amount or value, or the aggregate amount or value, of the consideration (other than rent) which is attributable to residential property, or which would be so attributable if the contents of residential property were considered to be residential property, exceeds €127,000."

MAIN POINTS TO NOTE
(For the information of the Tenant)
IMPORTANT: The following Special Provisions, more particularly described in the Tenants Covenants in Clause 3 of the Agreement, are repeated here for the avoidance of any doubt: From 1st September 2004, the Residential Tenancies Act, imposes obligations and rights on both the Landlord and Tenant. These obligations and rights form part of this Tenancy Agreement and cannot be contracted out of. The Tenant may obtain further information and a quick guide at www.environ.ie.

1. The Tenant may be evicted for anti-social behaviour, or allowing such behaviour within the dwelling.

2. The Tenant is responsible for the payment of the agreed rent for the entire agreed term. The Tenant shall not be entitled to use the security deposit as the final months rent.

3. Any damage to fixtures and fittings or breakdown of appliances must be reported immediately to the Landlord or his Agent.

4. The Tenant shall pay water rates, cable TV charges and Local Authority charges levied on the property.

5. The Tenant shall not carry out in the property any profession or business whatsoever whether for gain or otherwise. Should the Tenant contravene this regulation, this Agreement shall terminate immediately, but without prejudice to any antecedent rights of the Landlord.

6. The Tenant agrees to insure under separate cover all Tenants property and Tenants liability to the public.

7. The Tenant agrees to abide by the rules and regulations of and any notices issued by the Management Company or Managing Agents in charge of the Property or any common area serving the Property.

8. Within one month prior to the termination of this Agreement, the Tenant agrees to permit the Landlord or his Agent to enter upon the Property for the purpose of showing it to prospective Tenants, at any reasonable time and by prior appointment.

9. Immediately prior to the termination of this tenancy, the Tenant agrees to thoroughly clean the cooker, fridge, sanitary apparatus and other appliances, and all carpets, curtains, floor coverings, furnishings and windows of the Property, and acknowledges that in the event that the Property is not handed back in perfectly clean and tidy condition, the Landlord shall be entitled to deduct the cost of cleaning the Property from the security deposit.

10. Punctual payment without prior demand shall constitute the essence of this Agreement. The Tenant hereby agrees to pay, on demand, an administrative charge of €30 to the Landlord or his Agent, for each and every written demand issued, should the Tenant be in persistent arrears of rent.

11. The Tenant agrees to pay the Stamp Duty (if any) on this Agreement and counterpart.

12. If the Tenant is unsure of his/her obligations under this Agreement, then he/she is advised to take legal advice before signing.

Appendix 8
Introduction to www.dublin.ie

This booklet is also available online at www.dublin.ie/communityforum in pdf format.

Dublin.ie the online informational gateway for Dublin City. By accessing www.dublin.ie you are connecting to a multitude of information on activities including Arts & Cultural; Entertainment; Business; Childcare; Education; Funding Possibilities; Environment; Neighbourhoods; and can learn about the political life of Ireland's capital city. Whether you are a visitor or resident, Dublin.ie will keep you up-to-date with all the latest information. Get connected by accessing www.dublin.ie for all your information needs.

Directory of Services – Our online service directory provides you with the widest possible information on services throughout Dublin.

E-mail - Register as a Dublin.ie member and avail of our free e-mail account service.

Events Calendar - Highlight your conferences, training courses, seminars, public meetings. Members of Dublin.ie can post information on the events calendar and highlight their event right throughout the city.

Access Audit – Making Dublin accessible to all is everybody's responsibility, including yours. So be aware and make a real difference, by participating in the Access Audit on Dublin.ie.

Website Building Tools - Build your own website and display it on the Dublin.ie web portal. Promote your club, school or talent, and get your message across. Dublin.ie fosters creativity.

Appendix 9
Rental Accommodation Scheme (RAS) Information for Landlords

The Rental Accommodation Scheme (RAS) is a new initiative being introduced to cater for the accommodation needs of persons who are in receipt of rent supplement, normally for more than 18 months, and who have a long-term housing need (excluding asylum seekers or other non-nationals who do not have leave to remain in the State permanently; students; and persons in receipt of rent supplement as a "back to work" incentive). The scheme is being administered by Local Authorities and is intended to provide an additional source of good quality rented accommodation for eligible persons to enhance the response of Local Authorities to meeting long-term housing needs.

What are the main features of the scheme?
Local Authorities will enter into contractual arrangements with accommodation providers to secure the medium to long-term availability of private rented accommodation for the RAS.

While different contract types may be entered into [see below] they will have in common the following main features:

- the Local Authority will pay the full rent to the Landlord on behalf of the Tenant;
- the Residential Tenancies Act 2004 will govern the relationship between the Landlord and the Tenant;
- the Landlord must be tax compliant;
- the property must meet minimum standards for private rental accommodation as determined by the Local Authority; and
- the Landlord must have registered, or agree to register the tenancy with the Private Rented Tenancies Board (PRTB).

How will the RAS work?
The RAS will involve a three-way relationship between:

- the Local Authority and the Landlord
- the Landlord and the Tenant
- the Tenant and the Local Authority.

In general, as a first step, the Local Authority will seek to enter into a contractual arrangement with the accommodation provider to make housing available to the RAS for an agreed term (other arrangements may also exist, see below). The terms of this contract will be negotiated between the two parties. The accommodation may be an existing property or new build. The Local Authority will guarantee the rent on behalf of the Tenant and will undertake to make the full payment directly to the Landlord.

Secondly, the Local Authority will nominate a RAS recipient to the accommodation who signs a residential tenancy agreement with the Landlord. The nominee could be an existing Tenant of the property who currently receives rent supplement and is

eligible for the RAS. The Local Authority will be party to this agreement as guarantor of the rent.

Finally, the RAS recipient and the Local Authority agree that the Local Authority will make payments to the Landlord on the recipient's behalf.

What contractual arrangements will exist between the Landlord/Agent and the Local Authority?
Model agreements have been developed for use with the scheme and will form the basis for contract negotiation between the Landlord and the Local Authority.

A number of forms of contractual arrangements between Landlords/Developers, Local Authorities and Tenants may exist under the RAS. In the main these will fall broadly into three types of arrangement:

1. Availability type arrangements between Landlords and Local Authorities to secure medium to long-term availability of accommodation (with Local Authority having nomination rights to accommodation);
2. Tenancy by tenancy arrangements with Landlords to meet short-term accommodation requirements (Local Authority guarantees rent payment only for the term that a specified tenancy is in existence); and
3. Long term PPP/Part V type arrangements between developers and Local Authorities to secure long-term availability of accommodation.

Standard forms of contract form the contractual basis for arrangements between Landlords, Tenants and Local Authorities. The form of contract entered into will set out the general responsibilities of the three parties. Within certain parameters Local Authorities will be able to negotiate the particular conditions under which accommodation providers make their properties available for the RAS. Local Authorities will provide prospective RAS Landlords with further information in relation to the form of the contractual arrangement it will be seeking to enter into.

Landlord & Tenant relationship and responsibilities of Landlord.
The key "Landlord and Tenant" relationship remains between the property owner and the former rent supplement recipient. The Local Authority will act as broker or agent on behalf of the Tenant.

As such, the Landlord will retain responsibility for:

1. Insurances - property, Landlord's contents and public liability;
2. Routine Maintenance/Repair and replacement of equipment; and
3. Dealing with breaches of the Tenant's obligations to the Landlord should they arise.

How will rent levels be determined?
Rent levels will be determined by negotiation between the Landlord and the Local Authority and will reflect local market conditions.

The rent may not exceed the current Social Welfare Allowance (SWA) rent supplement rent level in the area for each type of household (single parents, family

households of various size etc.). These rent levels will act as an upper limit in negotiations between Local Authorities and Landlords.

However, Local Authorities will seek a reduction in the current rent level in return variously for:

1. The Landlord not having to collect rents for the duration of the RAS contract;
2. The Landlord not having to fill vacancies (advertise and interview prospective Tenants) for the duration of the RAS contract;
3. The fact that the average yield across the private rented sector is less than a full year's rent due to vacancies/Tenant turnover;
4. The very bankable asset that a guaranteed fixed-term RAS rent payment represents; and
5. Guaranteed prompt payment by a State agency.

Deposits and damage to property.
No deposits will be paid under the RAS as a contractual arrangement will exist between the Landlord and the Local Authority. However, where damage is caused to property, which is above routine wear and tear, the Housing Authority may be willing to guarantee the equivalent of up to one month's rent towards the cost of repair/replacement. The details of this will be the subject of negotiation.

When will the scheme commence?
The RAS is being implemented on a phased basis. All Local Authorities are due to implement the scheme by the end of 2005. Visit the Department of the Environment, Heritage and Local Government website at www.environ.ie to check whether your Local Authority has commenced operation of the RAS and the relevant contact details of that authority.

How to become involved in the RAS?
Landlords with eligible SWA rent supplement Tenants will be approached by the relevant Local Authority and invited to participate in the RAS, subject to meeting the eligibility criteria.

All existing eligible SWA rent supplement Tenants are due to be transferred to the RAS by the end of 2008. Where their existing Landlords do not wish to participate in the RAS, alternative properties will be secured.

If you do not currently have a SWA rent supplement Tenant but are interested in participating in the RAS, please send your contact details and those of your property (address, no. of bedrooms/bed spaces etc.) to the RAS/Housing Unit in your Local Authority and you will be contacted if and when a need for your property is identified.

Further Information
Landlords seeking further information on the RAS should contact the RAS/Housing Unit of the Local Authority that has responsibility for the area in which the accommodation is located. Information on Local Authorities currently implementing the RAS and relevant contact details may be obtained by visiting www.environ.ie.

Appendix 10
Rental Accommodation Scheme (RAS) Information for people receiving Rent Supplement Allowances

We are introducing a new scheme called the Rental Accommodation Scheme (RAS). The scheme is for people who are receiving rent supplement, usually for more than 18 months, and who need long-term housing. The scheme is being run by Local Authorities. It will provide additional, good quality rented accommodation for people receiving rent supplement and it will help Local Authorities to provide long-term housing for people who need it.

How will the RAS work?
Under the RAS your Local Authority will find you suitable accommodation and will pay rent to the Landlord directly. You will still contribute to the rent but you will pay it to the Local Authority, not your Landlord. Over time your contribution may be based on your Local Authority's differential rent scheme.

How will the RAS benefit me?
The RAS will give you long-term housing security. It will also give you access to a range of housing supports. The RAS will also lead to improvements in the quality and standards of private rented accommodation. Finally, if you get a job you can stay in the scheme but you will have to contribute more towards the rent.

Who will qualify for the RAS scheme?
You will qualify for the scheme if you receive a rent supplement under the Supplementary Welfare Allowance Scheme and you are assessed by the Local Authority to have a long-term housing need. People with short-term needs will continue to receive rent supplement.

The RAS does not apply to:
- asylum seekers;
- non-nationals who do not have leave to remain in the State permanently; or
- people receiving a rent supplement payment under schemes such as the "Back to Work Allowance" scheme.

Will I have to move to new accommodation?
Local Authorities will make agreements with private Landlords to provide accommodation on a medium to long-term basis. You may transfer to the RAS in your current accommodation if:
- the quality of your current accommodation meets your Local Authority's standards;
- your Landlord is registered with the Private Residential Tenancies Board (PRTB);
- your Landlord agrees to move to the RAS and;
- your Landlord is tax compliant.

Otherwise your Local Authority will offer you new accommodation.

What happens first?
Your Community Welfare Officer will contact you to make sure you are still entitled to rent supplement. Then a housing officer in the Local Authority will discuss your housing needs with you. If you are transferring to the RAS in your current accommodation, the Local Authority will inspect it and make arrangements with your Landlord.

When will I get accommodation under the RAS?
As soon as possible. In some cases, where the Local Authority has suitable accommodation available, this will happen quite quickly. If suitable accommodation is not available, your Local Authority will make every effort to house you as soon as possible. In the meantime, as long as you still qualify, you may stay in your current accommodation and continue to receive rent supplement.

When will the scheme start?
The scheme has started and will be extended to all Local Authorities during 2005. We expect that everyone who is entitled to it will be accommodated under the RAS by September 2008.

What should I do now?
You don't have to do anything at this stage. Your Local Authority and/or Community Welfare Officer will contact you.

Can I refuse an offer of accommodation?
If you are offered accommodation under the RAS scheme, you can refuse it. However, if you refuse three offers of housing within a set period, you will not be entitled to rent supplement for a period of twelve months.

Your Local Authority will make sure that any accommodation offered to you will suit your needs and meet their housing standards.

Can I still apply for Local Authority housing?
Yes. The RAS will not affect your application for a Local Authority house.

Does the RAS affect my rights under the Residential Tenancies Act, 2004?
The Residential Tenancies Act, 2004 protects the rights of private rented sector Tenants after a period of six months. The RAS scheme will not affect your rights under this law.

Where can I get more information?
For more information about the Rental Accommodation Scheme in Dublin city please contact:
RAS Unit
Block 2, Floor 1,
Civic Offices, Wood Quay, Dublin 2.
Tel: (01) 222 5440
E-mail: ras@dublincity.ie

You can also contact your local Citizens Information Centre. See your phone book or phone LoCall 1890 777 121.

For information about the Supplementary Welfare Allowance scheme please contact the Community Welfare Officer at your local Health Board/ Health Service Executive. See the green pages of your phone book for contact details or contact:

Supplementary Welfare Allowance Section
Department of Social and Family Affairs
Social Welfare Office
College Road
Sligo
LoCall: 1890 500 000

Researched & Designed by Unique Perspectives Ph: 01 662 8585