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Tenant's Guide to Renting

Client Guide



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Purpose

During the course of a tenancy, disputes can arise from time to time such as repair obligations, access rights, rent increases, unlawful termination and more. The purpose of this short guide is twofold (i) to provide you with the requisite information to avoid such disputes and (ii) to resolve them effectively if and when they arise.



1. Starting a Tenancy

1.1 Paying a Deposit

When you have acquired a property to rent that meets your requirements, you will be required to pay a security deposit. A security deposit is a sum of money that is paid by you to your landlord or his/her agent before a tenancy commences. This deposit is held by your landlord and is returned to you at the end of the tenancy, once no violations of the lease agreement have occurred. Normally one month's rent is paid as a security deposit. The SCSi in association with the Private Residential Tenancies Board (PRTB), Threshold and the Union of Students Ireland (USI) have produced a guide entitled A Short Guide to Security Deposits for Private Residential Tenancies. The guide provides useful advice in terms of paying a deposit and will be crucial in avoiding disputes at the end of your tenancy.

1.2 Making an Inventory

The letting agent or landlord should provide you with an inventory, listing everything in the property and the condition it is in. Once you are satisfied with the furnishings of the property and their condition, you and your landlord should sign the inventory and you are advised to retain a copy for future reference. It is also advisable that you take photographs, with the date clearly indicated, in order to record the condition of all the rooms in the property when you move in. These photos, together with the inventory, will be necessary during disputes, particularly if it is claimed by your landlord at the end of the tenancy that there has been damage to the property above normal wear and tear.



1.3 Signing a Lease

In general, a lease will state how much rent you have to pay, how often you have to pay it and other conditions. There is no legal requirement for a lease, however it is advisable that you are presented with a lease, signed by both parties, stating the agreed terms and conditions. In order to avoid disputes, you should only sign a lease if:

- You are confident that you can remain in the property for the agreed duration.
- You fully understand the terms and conditions outlined in the lease.

It is recommended that you read the lease very carefully and the lease should be signed by you and the landlord. Once signed, a lease is legally binding. Usually notice cannot be given to end the lease unless:

- You or your landlord are in breach of one of the lease conditions
- There is a break clause
- Both you and the landlord mutually agree to end the tenancy.

If you enter a tenancy as part of a group and you all sign a lease, the group is then responsible for the tenancy. If one of the group decides to leave, fails to pay their portion of the rent or damages the property in any way, the other tenants may be held liable. It is important to note that if you are sharing with the owner then this is a license arrangement. In this situation your tenancy is not covered by the Residential Tenancies Act and disputes cannot be referred to the PRTB. It is recommended that both parties draw up a written agreement to cover issues such as deposits, rent, bills, house rules and notice requirements.



2. Rights and Responsibilities as a Tenant

2.1 Rights

- You are entitled to quiet and exclusive enjoyment of your home
- You are entitled to certain minimum standards of accommodation
- You are entitled to a rent book if no lease is provided
- You have the right to contact the landlord or their agent at any reasonable times. You are also entitled to have appropriate contact information (telephone numbers, email addresses, postal addresses, etc.)
- Your landlord is only allowed to enter your home with your permission. If the landlord needs to carry out repairs or inspect the premises, it should be by prior arrangement, except in an emergency
- You are entitled to reimbursement, with the prior permission of the landlord/agent, for any repairs that you carry out that are the landlord's responsibility
- You are entitled to have friends to stay overnight or for short periods, unless specifically forbidden in your tenancy agreement
- You are entitled to a certain amount of notice of the termination of your tenancy
- You are entitled to refer any disputes to the Private Residential Tenancies Board (PRTB) without being penalised for doing so
- You have the right to a copy of any register entry held by the PRTB dealing with your tenancy

2.2 Responsibilities

- Pay your rent on time
- Keep the property in good order
- Inform the landlord if repairs are needed and give the landlord access to the property to carry out repairs
- Give the landlord access (by appointment) for routine inspections
- Inform the landlord of who is living in the property
- Avoid causing damage or nuisance
- Comply with any special terms in your tenancy agreement, verbal or written
- Give the landlord the information required to register with the PRTB and sign the registration form when asked to do so

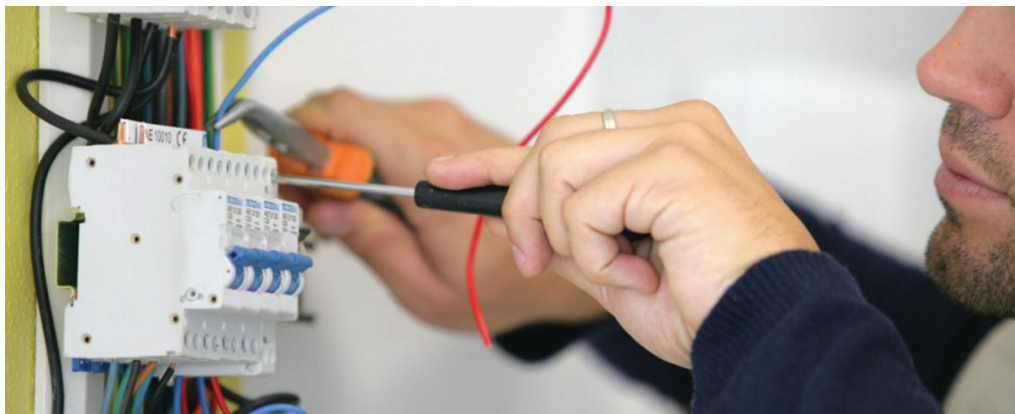
3. Issues during the Tenancy

3.1 Maintenance and Repairs

The ongoing maintenance and repairs of a property are a frequent source of disputes between landlords and tenants. Your landlord is legally responsible for the ongoing maintenance and repair of the property and is obliged to ensure that the property meets certain minimum standards. If the property doesn't, you can make a complaint to the local authority who are obliged to ensure that rented accommodation meets these standards. You should inform your landlord, in writing, if repairs are necessary and you should make suitable arrangements to allow your landlord to access the property to carry out the repairs. If your landlord doesn't carry out the necessary repairs within a satisfactory timeframe, there are a number of options available to you.

- It may be possible for you to arrange to have the repairs carried out and for the landlord to reimburse you afterwards
- If you have a lease, you can present to your landlord, within 28 days, a written Notice of Termination for breach of obligations

It is not acceptable to withhold the payment of rent until repairs have been carried out. In terms of alteration to the property, you must seek the written permission of the landlord. The landlord cannot withhold permission without good reason, but is entitled to have the property returned in the condition in which it was let.





3.2 Rent Arrears and Reviews

3.2.1 Rent Arrears

It is your responsibility to pay the rent as it falls due to your landlord or his or her agent. If you are in arrears, your landlord should notify you and provide you with 14 days to respond. If you are unable to pay your rent, there are a number of steps that you should consider:

- Inform your landlord that you are experiencing difficulties
- Clarify the amount of rent that is owed
- Attempt to negotiate a rent reduction. If you are successful, you should seek to have the reduction confirmed in writing

- Contact the Department of Social Protection to see if you are eligible for Rent Supplement or the new Housing Assistants Payment (HAP)

If you do not respond within 14 days, the landlord will provide you with 28 days' notice of the termination of the tenancy. If you have a Part 4 tenancy, the landlord will notify you that you are in breach of your obligations and that he or she is entitled to terminate the tenancy if the matter is not resolved in a timely manner. You will then have 14 days to pay the rent. If you do not respond the landlord will provide you with 28 days' notice of the termination of the tenancy. It is important that you make contact with your landlord as soon as possible in order to find an amicable solution and to avoid a dispute.

3.2.2 Rent Reviews

Typically, your landlord can only increase the rent of a property once every 12 months. Your landlord is required to provide you, in writing, with at least 28 days' notice that he or she intends to increase the rent and this should include an indication as to when the rent increase will take effect. Your landlord cannot increase the rent beyond the market rent for similar type properties in your area and as such you should consult the PRTB Rent Index in order to ascertain whether the proposed rent is in line with the market rent in your area. You are advised to negotiate with your landlord concerning the proposed rent and you should consider the following when negotiating:

- The SCSi have reported extensively on the current shortage of private rented housing, particularly in the Dublin area, and the resulting rent inflation. You should consider this carefully when negotiating a new rent

- Your landlord will be aware that if you do vacate the property he or she will have the costs of re-letting the property, new PRTB charges, perhaps a void period in the rent whilst the new tenants are moving in and maybe some redecoration works, and on balance may well see the advantages of reaching an amicable agreement with you
- You should seek to have any repairs included as part of the negotiations

If you cannot reach an agreement or if your landlord refuses to negotiate you can challenge the proposed rent increase by referring the matter to the PRTB within 28 days. While this is being processed you will be able to remain in the property and you must continue to pay the current rent until a determination order is issued.



4.Terminating the tenancy

4.1 Notice Periods and Notices of Termination

When terminating your tenancy, your landlord must always provide you with notice. During the first 6 months of a tenancy, the landlord can ask you to leave without giving a reason but must serve you with a valid written Notice of Termination, allowing a minimum 28-day notice period. In order for the Notice of Termination to be valid it must satisfy the following criteria:

- Be in writing
- Be signed by the landlord (or an authorised agent)
- Specify the date of termination of the tenancy
- State that you have the whole 24 hours of the termination date to vacate the property

- Specify the date of the notice itself
- State the reason for termination (if a tenancy has lasted more than 6 months)
- State that any issue with the notice must be referred to the PRTB within 28 days from the receipt of the notice.

If you are a part 4 tenant, your tenancy can only be terminated under the following strict conditions.

- Breach of tenant obligations – e.g. rent arrears or anti-social behaviour
- Dwelling is no longer sufficiently large enough for the tenants
- The landlord intends to sell the property within 3 months
- The landlord requires the property for his own use or that of a family member
- The landlord intends to substantially refurbish the dwelling



- The landlord intends to change the use of the dwelling

The length of the notice you receive depends on the length of time you have resided in the property.

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

If the termination is due to non - payment of rent, the landlord must notify you that you are in rent arrears and provide you with a reasonable amount of time to rectify the breach. If you have not remedied the breach within this time period, a further notice must be served informing you that an amount of rent is due and that you have 14 days to pay those rent arrears. If you fail to pay the rent due within 14 days, your landlord may serve a valid Notice of Termination giving 28 days' notice.

In general if you wish to end your tenancy, you must provide your landlord with the following notice periods which depend on how long you have resided in the property. In some cases, shorter notice periods may be served if the actions of the landlord are endangering the tenant (7 days) or the landlord is in breach of his obligations.

Notice Period	Duration of tenancy
28 days	Less than 6 months
35 days	6 months – 1 year
42 days	1 year – 2 years
56 days	2 years or more

In order for a the Notice of Termination to be valid it must satisfy the following criteria:

- Be in writing
- Be signed by the tenant
- Specify the date of service
- Specify the termination date
- State that any issue as to the validity of the notice or the right of the tenant to serve it must be referred to the Private Residential Tenancies Board within 28 days from the receipt of the notice

You are advised to keep a copy of Notice of Termination. It is important to note that you need not state the reason for termination unless your landlord has breached his or her obligations in some way. In this situation, you must inform your landlord that they have failed to meet there obligations and you must provide your landlord with a reasonable amount of time to rectify the failure. If this doesn't happen, you may serve a valid Notice of Termination.

If you have a lease you cannot terminate your tenancy unless you have a break clause, one of the parties to the lease is in breach or both parties agree at the time to end the lease. If you break your lease without satisfying one of the above

conditions, you are not immediately required to forfeit your deposit, however your landlord may wish to retain your deposit in order to cover the costs associated with re-letting or lost rent. Alternatively you could consider assigning or subletting and you should consult the Assignment and Subletting section of this document below. If your landlord refuses your request then a Notice of Termination may be served. Ensure that you follow the notice periods outlined below and that you state the reason.

4.2 Assignment and Subletting

Assigning a lease means that you transfer the benefits and obligations of the lease to another individual, who now becomes responsible for paying rent and fulfilling the obligations of the lease. Subletting means that you will remain responsible for paying the rent and observing all the other terms. Under the lease you grant the sub tenant, he or she will be responsible for paying the rent to you and will be responsible, to you, for observing the other obligations of the lease. It is important that the landlord is agreeable with the sub tenant chosen.

It is important to note that you must request your landlord's permission to

assign or sublet the property. If your landlord accepts you should consult the lease in order to clarify who is responsible for finding a replacement tenant, however normally the onus is on the tenant. If your landlord refuses your request then you are legally entitled to serve a valid Notice of Termination as outlined above.

4.3 Getting Back your Deposit

A security deposit should be returned once the tenancy ends and the rental agreement has been honoured. The deposit does not have to be returned to you on the day that you leave the accommodation. Your landlord must, however, return the deposit promptly however this is not defined, but it should allow enough time for inspections, and any repairs / cleaning to be carried out. The SCSi's A Short Guide to Security Deposits for Private Residential Tenancies contains a checklist which you can use to ensure that your deposit is returned. Under some circumstances the landlord may retain your deposit and this guide outlines the reason why your security deposit may be withheld and any further action that you can take to ensure that it is returned.

Further Information

We hope this guide is useful to you.

If you'd like to know more about renting
a home, or how SCSi can help, visit us at
www.scsi.ie or alternatively
email info@scsi.ie
or call 01 6445500.

Useful Contacts

Society of Chartered Surveyors

www.scsi.ie

PRTB

www.prtb.ie

Threshold

www.threshold.ie

Citizens Information

www.citizensinformation.ie

Department of Social Protection

www.welfare.ie



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