

Residential Tenancy Agreement

RTB Template

Important Note – Do not remove this page from signed agreement

1. This template contains the basics of a residential tenancy agreement to help landlords and tenants set out the terms of their relationship. Landlords and tenants are encouraged to enter into a written tenancy agreement so that they are clear on the obligations that they owe each other.
2. This template is intended as a guide only. It does not cover all rights and obligations that apply to a residential landlord and tenant relationship and does not provide legal advice.
3. For a detailed understanding of the rules that govern the landlord and tenant relationship for a residential property, regard must be had to all relevant legislation, in particular the Residential Tenancies Act 2004 (as amended) (“RTA 2004”) and the Housing (Standards for Rented Houses) Regulations 2019 (as may be updated from time to time). A list of the key legislation that applies to residential tenancies can be found on the Residential Tenancies Board’s (“RTB’s”) website www.rtb.ie.
4. This template is suitable for residential tenancies created on or after 11 June 2022 to which the RTA 2004 applies, with the exception of Approved Housing Bodies, cost rental tenancies and Student Specific Accommodation (i.e. accommodation provided by a relevant provider within the meaning of the Qualifications and Quality Assurance (Education and Training) Act 2012).
5. **This template reflects the law as of 11 June 2022. If the law is amended, the amended laws will apply to the landlord and tenant relationship, regardless of what is in this template.**
6. This template does not purport to be the model lease referred to in s.152 of the RTA 2004.
7. The RTB accepts no responsibility for inaccuracies, errors or omissions in the template.

Using this Template

- ▶ All sections of this template should be completed and reviewed by each party before signing.
- ▶ Additional terms may be added to the template but they will not be binding if they are inconsistent with the RTA 2004 and any other relevant legislation.
- ▶ Landlords and tenants should not sign this template if there is anything in it that they do not understand. You can contact the RTB for further information if you are unsure what anything stated in this template means.
- ▶ Once signed by the parties, the template will form a binding contract between them.
- ▶ If additional pages are added to the template, each page should also be signed and dated by each landlord and tenant.
- ▶ The “Note” text boxes throughout this template, provide general information only and do not form part of the agreement between the landlord and the tenant.

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Part A - Basic terms

1. The Agreement

- (a) The Landlord and Tenant agree to enter into a residential tenancy agreement on the terms set out below (the “Agreement”) / (the “Tenancy”).
- (b) The “Landlord” is the person or persons listed at clause 3. The “Tenant” is the person or persons listed at clause 4.

2. Rented property

- (a) Address of property being rented for residential purposes (the “Property”)

Eircode

RT Number

(registered tenancy number, if available)

Note: A landlord must register a tenancy with the RTB within one month of its commencement.

- (b) The Landlord agrees to rent the Property to the Tenant.

3. Landlord's details

If there is more than one landlord, each Landlord listed:

- (a) will collectively be referred to as the “Landlord” in this Agreement;
- (b) is jointly and severally liable under the terms of this Agreement.

Note: Joint and severally liable means that the terms of the agreement may be enforced against the landlords together or against one or more of the landlords individually.

Landlord 1 -
full name(s) or
company name

Companies Registration
Office (“CRO”) Number
(if applicable)

Contact details

Address:

Telephone:

Email:

Landlord 2 -
full name(s) or
company name

Companies Registration
Office (“CRO”) Number
(if applicable)

Contact details

Address:

Telephone:

Email:

Landlord's agent -
full name or company name

Telephone:

Email:

3. Landlord's details (continued)

If there are more than two landlords: (a) tick here: ☐

(b) include the names and contact details of any additional landlords on a separate page and attach it to this Agreement.

Note: Landlords have discretion in relation to what precise contact details they provide to tenants. However, landlords are legally obliged to provide tenants with details that tenants can use to contact the landlord or his or her authorised agent at "all reasonable times".

Also see clause 29(d) below in relation to a landlord's obligation to reimburse a tenant for repairs where the landlord has refused or failed to carry out repairs. This includes where the landlord or his or her authorised agent could not be contacted after all reasonable attempts.

4. Tenant's details

If there is more than one tenant, each tenant listed:

(a) will collectively be referred to as the "Tenant" in this Agreement;

(b) is jointly and severally liable under the terms of this Agreement.

Note: Joint and severally liable means that the terms of the agreement may be enforced against the tenants together or against one or more of the tenants individually. Note, however, that the acts of one multiple-tenant (the 'non-compliant tenant') cannot result in the tenancy being terminated for the other tenants, provided those other tenants co-operate with the landlord.

Tenant 1 –
full name

Contact Details:

Telephone:

Email:

Tenant 2 –
full name

Contact Details:

Telephone:

Email:

Tenant 3 –
full name

Contact Details:

Telephone:

Email:

Tenant 4 –
full name

Contact Details:

Telephone:

Email:

If there are more than four tenants: (a) tick here: ☐

(b) include the names and contact details of any additional tenants on a separate page and attach it to this Agreement.

5. Term of tenancy

This Tenancy starts on

 / /

(Date: DD/MM/YYYY)

Does this Tenancy contain a fixed term? Yes

☐

No

☐

If yes, what date does the fixed term end?

 / /

(Date: DD/MM/YYYY)

Note: Landlords and tenants should read the following carefully before deciding if they wish to agree to a fixed term.

What does a fixed term tenancy mean?

Before the RTA 2004 became the law, a fixed term tenancy of (for example) 12 months, would come to an end at the end of the 12 month period (i.e. the fixed term). Unless the landlord was happy for the tenant to stay in occupation, the tenant was required to leave once the 12 months was up. This is no longer the case.

If the fixed term is for a period longer than 6 months, the tenancy does not end on the expiry of the fixed term. This is because since the RTA 2004 became the law, tenants acquire what are known as "Part 4" tenancy rights.

Since 11 June 2022, these right means that after 6 months of continuous occupation, the tenant will have a right to remain in the property for an unlimited duration regardless of the fact that the fixed term may have ended. This is subject only to the landlord's right to terminate the tenancy in accordance with the RTA 2004.

Visit the RTB's website www.rtb.ie for further details. Also, see clause 39 below.

Part B - Payments

6. Rent

Amount (Euro)

€

Frequency

Weekly

☐

Fortnightly

☐

Monthly

☐

Note: Rent must not be greater than market rent and if the property is in a rent pressure zone, the rent cannot be greater than the amount permitted by the Rent Pressure Zone Calculator on the RTB's website www.rtb.ie. Landlords and tenants should always check the RTB's website for the current rules that apply when setting the rent.

Paid in advance

Yes

☐

No

☐

(Provide details e.g. weekly, fortnightly, monthly in advance)

Note: Tenants cannot be asked to pay more than one month's rent in advance (exceptions apply for student specific accommodation, which is not covered in this template).

Day rent is to be paid

 / /

(e.g. every Friday or the 2nd of every month).

Date of first payment

 / /

(Date: DD/MM/YYYY)

7. Deposit (if applicable)

Amount (Euro)

€

Date deposit paid/must be paid (Amend as appropriate)

 / /

(Date: DD/MM/YYYY)

Note: Tenants cannot be asked to pay more than one month's rent in advance as a deposit.

8. Utilities / charges

(a) The following utilities / charges are the responsibility of the: (tick as appropriate)

Electricity:

Landlord

☐

Tenant

☐**Internet:**

Landlord

☐

Tenant

☐**Gas/oil:**

Landlord

☐

Tenant

☐**Refuse/waste:**

Landlord

☐

Tenant

☐

*

Landlord

☐

Tenant

☐

*Specify other utilities / charges as appropriate. If there is not enough room, add a separate page to this Agreement and list any other utilities or charges that apply.

(b) If the Tenant is responsible for any of the utilities selected above, set out the arrangement below (e.g. the Tenant pays the provider directly, each Tenant pays a portion of the bill or an equal share, etc.) If there is not enough space, provide further details of the arrangement on a separate page and attach it to this Agreement.

9. Payment method

(a) Payments made by the Tenant to the Landlord under this Agreement must be made by the method indicated below:

Direct debit ☐ Cash ☐ Bank deposit ☐ Housing assistance payment ("HAP") ☐

Other form of payment

(b) Further details

Note: Where the payment method includes HAP or another form of payment, provide further details. Where the payment includes an amount of rent to be paid to the landlord by a person other than the tenant, identify that person/organisation and the method of payment.

(c) Landlords Payment details:

Bank

Account name

IBAN

BIC

Note: Landlords must provide tenants with a rent book or a receipt or statement that acknowledges payments made for rent and any other payments (e.g. utilities) (see clause 27 below).

Part C - Tenant's responsibilities

10. General

The Tenant must comply with the Tenant's obligations under the RTA 2004 (in particular section 16) and other relevant legislation. A summary of the key obligations that the Tenant owes the Landlord is set out below.

11. Rent and charges

- a) The Tenant must pay the Landlord:
 - the rent agreed on the date agreed (see clause 6);
 - the utilities / charges specified in clause 8.
- b) If the Landlord legally changes the amount of rent payable in accordance with the RTA 2004, this is the amount of rent that the Tenant must pay to the Landlord.
- c) If there is a dispute between the Landlord and Tenant, the Tenant must continue to pay rent to the Landlord. If the dispute cannot be resolved, the matter may be referred to the RTB's dispute resolution service.

12. Deposit

- a) The Tenant must pay the Landlord the deposit specified in clause 7 on the day / date specified.
- b) The Tenant acknowledges that the Landlord is entitled to retain part or all of the deposit for:
 - the Tenant's failure to pay rent or other charges or taxes in accordance with this Agreement and the RTA 2004;
 - causing damage to the Property beyond normal wear and tear.

13. Damage, replacements, wear and tear

- a) The Tenant must not do anything that would cause a deterioration in the condition of the Property beyond normal wear and tear.
- b) If damage is caused beyond normal wear and tear, the Tenant must restore the Property to the condition it was in at the commencement of the Tenancy. Alternatively, the Tenant must pay the Landlord's reasonable costs of doing this.

Note: While a property should be left clean and tidy when the tenant leaves the property, a landlord cannot always expect the property to be returned in the exact same condition as it was in at the beginning of the tenancy. Normal wear and tear is unavoidable in daily life and the law does not permit a landlord to require a tenant to remedy or pay for this.

Visit www.rtb.ie for guidance on "normal wear and tear".

14. Use, alterations and improvements

- a) The Tenant must only use the Property for residential purposes, unless the written consent of the Landlord is obtained to change its use. If consent is obtained to change the use of the Property to a purpose other than a residential purpose, the RTA 2004 and this Agreement will no longer apply between the Landlord and the Tenant.
- b) The Tenant must not alter or improve the Property without the prior written consent of the Landlord. This includes changing the locks without the Landlord's consent.
- c) The Landlord cannot unreasonably refuse consent to repairing, painting and/or decorating.

15. Access to the Property, inspection and repairs

- a) The Tenant must allow the Landlord or any person acting on the Landlord's behalf access to the Property at reasonable intervals, on a time and date agreed in advance, for the purposes of inspecting the Property.

Note: This includes allowing a landlord to inspect the property prior to the end of the tenancy.

- b) The Tenant must allow the Landlord or any person acting on the Landlord's behalf, reasonable access to the Property for the purposes of allowing any works to be carried out that are the responsibility of the Landlord.
- c) The Tenant must notify the Landlord or the Landlord's authorised agent of any defect that arises in the Property that needs to be repaired so that the Landlord can comply with the Landlord's obligations under clause 29.

16. Anti-social behaviour

- a) The Tenant must not behave within the Property, or in the vicinity of it, in a way that is anti-social.
- b) The Tenant must not allow other occupiers of, or visitors to, the Property to behave within it, or in the vicinity of it, in a way that is anti-social.
- c) To "behave in a way that is anti-social", for the purposes of this Agreement, means behaviour that:

16. Anti-social behaviour (continued)

- (i) constitutes the commission of an offence likely to directly affect the well-being of others;
- (ii) causes fear, danger, injury, damage or loss to others in the Property or to the neighbours, including violence, intimidation, coercion, harassment, obstruction or threats to another person;
- (iii) is persistent and interferes with other tenants' peaceful occupation of the Property and the peaceful occupation by neighbours of their properties.

Note: The behaviour referred to in (i) and (ii) above, is serious anti-social behaviour which permits a landlord to serve a notice of termination that gives just 7 days' notice that the tenancy is being terminated. Where the behaviour described at (iii) occurs, the landlord may terminate the tenancy by giving 28 days' notice provided the tenant has first been given a warning notice and a reasonable time to remedy the behaviour concerned.

17. Identity of other occupants

The Tenant must notify the Landlord in writing of the identity of each person (other than a multiple tenant who has been listed at clause 4 above) that ordinarily resides in the Property.

18. Insurance

- a) The Tenant must not do or allow other occupiers or visitors to do anything to the Property which would invalidate any insurance policy for the Property or increase the premium payable for that insurance. The Tenant will be liable for any increase in the premium payable as a result of a breach of this obligation.
- b) The Tenant is responsible for insuring the Tenant's own possessions in the Property.

19. Assignment or sub-letting

- a) The Tenant must not assign or sub-let the Property without the prior written consent of the Landlord.
- b) If the Tenant proposes to sub-let the Property, the Tenant must inform the person to whom they intend to sub-let, that it is a sub-tenancy that is being created and that the Tenant will be that person's landlord. If the Tenant fails to inform the person that a sub-tenancy is being created, the Tenant is guilty of an offence and the sub-letting agreement will be unenforceable by the Tenant.

Note: For further information on what to "assign" or "sub-let" a tenancy means, please visit www.rtb.ie.

20. Causing breach of Landlord obligations

The Tenant must not do anything that results in the Landlord breaching the Landlord's obligations set out under Part D or under any law.

21. Tenancies with fixed terms

- a) If this Tenancy includes a fixed term, the Tenant must tell the Landlord if the Tenant wishes to remain in occupation beyond the expiry of the fixed term. The Tenant must do so not later than one month, and no sooner than 3 months, before the end of the fixed term.

Note: If this tenancy contains a fixed term, the tenancy does not automatically end at the end of the fixed term. (See the note at clause 5).

- b) The obligation at clause 21(a) only applies where the fixed term is for a period longer than 6 months.
- c) If the Tenant does not comply with the obligation at clause 21(a) and the Landlord claims to have suffered loss and damage, the Landlord may refer the matter to the RTB's dispute resolution service.

Part D - Landlord's responsibilities

22. General

The Landlord must comply with the obligations imposed on landlords by law, including those set out in the RTA 2004 (in particular s.12) and the Housing (Standards for Rented Houses) Regulations 2019 (as may be updated from time to time). A summary of the key obligations that the Landlord owes the Tenant is set out below.

23. Allow peaceful and exclusive occupation

The Landlord must allow the Tenant to enjoy peaceful and exclusive occupation of the Property.

Note: Interference with the peaceful and exclusive occupation of a property includes cutting services (e.g. electricity), changing the locks and making unscheduled visits to the property without good reason (e.g. there is no emergency or urgent matter requiring attention).

24. Authorised agent and contact details

- a) The Landlord must notify the Tenant of any person who is authorised by the Landlord to act on his or her behalf in relation to the Tenancy (an “authorised agent”).
- b) The Landlord must provide the Tenant with contact details for the Landlord or his or her authorised agent.
- c) These contact details must be the means by which the Tenant may at all reasonable times contact the Landlord or his or her authorised agent.

25. Setting rent

- a) At the start of the Tenancy or anytime during the Tenancy:
 - The Landlord cannot set rent above market rent; and
 - If the Property is in a rent pressure zone (“RPZ”), the rent cannot be increased at a rate (or by an amount) that is greater than that permitted by the Rent Pressure Zone Calculator on the RTB’s website – www.rtb.ie

Note: “Market rent” means the rent a willing tenant in occupation would give and a willing landlord would take, on the basis of vacant possession, and having regard to the other terms of the tenancy and the letting values of properties of a similar size, type and character to the property available for rent and situated in a comparable area.

A list of the areas in the country that are RPZs can be found on the RTB’s website www.rtb.ie.

- b) If the Property is in an RPZ, the Landlord must inform the Tenant in writing at the start of a Tenancy of the amount of rent last set under the previous tenancy, the date that rent was set and how it was set in accordance with the rules for setting rents in RPZs.

26. Rent reviews

Note: The Rent Pressure Zone Calculator on the RTB’s website www.rtb.ie calculates the maximum permissible rent increases (if any) in RPZs.

Landlords should familiarise themselves with the detailed obligations that apply to setting the rent in RPZs which are explained on the RTB’s website.

- a) The Landlord cannot review the rent more than once:
 - every 12 months if the Property is in an RPZ; or
 - every 24 months if the Property is outside an RPZ.

- b) To validly carry out a rent review, the Landlord must serve a notice of rent review in the prescribed form on the Tenant, giving the Tenant at least 90 days’ notice of the new rent.

Note: The prescribed notice of rent review can be found on the RTB’s website www.rtb.ie.

- c) A rent review takes place when the notice of rent review is served.

27. Rent receipts and unpaid rent

- a) The Landlord must provide the Tenant with a rent book, receipt or statement that acknowledges payments of rent and any other payments that the Tenant makes to the Landlord (e.g. for utilities).
- a) The Landlord is prohibited from seizing the Tenant’s possessions as payment for rent, charges or any other amounts owed by the Tenant to the Landlord.

28. Return deposit

- a) The Landlord must return the Tenant’s deposit promptly at the end of the Tenancy.
- b) The Landlord may retain part or all of the deposit to cover:
 - rent arrears, taxes or charges owing;
 - restoring the Property to the condition it was in at the commencement of the Tenancy, with the exception of any deterioration caused by normal wear and tear.

29. Interior and structure of Property

- a) The Landlord must ensure the Property is maintained in a proper state of structural repair, meaning sound internally and externally, with roof, roofing tiles and slates, windows, floors, ceilings, walls, stairs, doors, skirting boards, fascia, tiles on any floor, ceiling and wall, gutters, down pipes, fittings, furnishings, gardens and common areas, maintained in good condition and repair and not defective due to dampness or otherwise.
- b) The Landlord must:
 - Carry out necessary repairs to the structure and interior of the Property;
 - Replace any fittings as necessary;
 - Ensure the structure and interior of the Property are in compliance with any minimum standards and fire safety standards required by law. These standards are summarised at clauses 30 and 31 of this Agreement.

29. Interior and structure of Property (continued)

- c) The Landlord's obligation to repair at clauses 29(a) and 29(b) does not apply where the repairs are needed because the Tenant has caused damage to the Property beyond normal wear and tear.
- d) The Landlord must reimburse the Tenant for all reasonable and vouched expenses incurred in carrying out repairs to the structure or interior of the Property for which the Landlord is responsible in circumstances where:
 - the Landlord refuses or fails to carry out the repairs at the time the Tenant requests;
 - where the Landlord could not be contacted after all reasonable attempts; and
 - the postponement of the repairs would be unreasonable because of:
 - a significant risk posed to health or safety, or
 - a significant reduction in the living environment, of the Tenant or other lawful occupants.
- b) The facilities at (i) – (x) above as well as the installations for the supply of gas, oil and electricity, including pipework, storage facilities and electrical distribution boxes, must be maintained in a safe condition and good working order and repair.
- c) The facilities at (i)-(viii) above must be in a habitable area of the Property and for exclusive use of the Property.
- d) The facilities at (iv), (vi), (ix) and (x) are not required where the Property is let for a minimum period of 10 years under this Agreement. Instead facilities for the installation of cooking equipment must be provided.
- e) The habitable rooms in the Property must have adequate ventilation. Every kitchen and bathroom must have ventilation for the removal of water vapour. All means of ventilation must be maintained in good repair and working order.
- f) The habitable rooms in the Property must have adequate natural lighting. Every hall, stairs and landing and every room used or intended to be used by the Tenant must have suitable and adequate artificial lighting. The windows of every room containing a bath, shower or toilet must be suitably and adequately screened to ensure privacy.
- g) All windows with an opening section through which a person may fall, where the bottom of the window is 1.4 metres above the external ground level, must have suitable window restrictors.
- h) The Landlord must provide the Tenant with sufficient information about the Property, the fixed building services, appliances and their routine maintenance requirements so that the occupants can operate them correctly.
- i) The Landlord must, where necessary, ensure that adequate provision is made to prevent pest or vermin (e.g. rats) on the Property.

30. Facilities

- a) The Landlord must provide the following facilities:
 - (i) A toilet with a hand basin adjacent to it with a continuous supply of cold water and a facility for the piped supply of hot water;
 - (ii) A bath or shower with a continuous supply of cold water and a facility for the piped supply of hot water;
 - (iii) Heating in the habitable areas of the house and in any bathroom or shower-room, which the tenant can independently manage and suitable facilities for the effective and safe removal of fumes to the external air;
 - (iv) Four-ring hob with oven and grill;
 - (v) Suitable facilities for the effective and safe removal of fumes to the external air by means of a cooker hood or extractor fan;
 - (vi) Microwave, fridge and freezer or fridge-freezer;
 - (vii) Sink with a piped supply of potable cold water and a facility for the piped supply of hot water and adequate draining area;
 - (viii) Suitable and adequate number of kitchen presses for food storage;
 - (ix) Washing machine or access to a communal washing machine;
 - (x) Dryer or access to a communal dryer, where the Property does not contain a garden or yard for the exclusive use of the Property.
- b) The facilities at (i) – (x) above as well as the installations for the supply of gas, oil and electricity, including pipework, storage facilities and electrical distribution boxes, must be maintained in a safe condition and good working order and repair.
- c) The facilities at (i)-(viii) above must be in a habitable area of the Property and for exclusive use of the Property.
- d) The facilities at (iv), (vi), (ix) and (x) are not required where the Property is let for a minimum period of 10 years under this Agreement. Instead facilities for the installation of cooking equipment must be provided.
- e) The habitable rooms in the Property must have adequate ventilation. Every kitchen and bathroom must have ventilation for the removal of water vapour. All means of ventilation must be maintained in good repair and working order.
- f) The habitable rooms in the Property must have adequate natural lighting. Every hall, stairs and landing and every room used or intended to be used by the Tenant must have suitable and adequate artificial lighting. The windows of every room containing a bath, shower or toilet must be suitably and adequately screened to ensure privacy.
- g) All windows with an opening section through which a person may fall, where the bottom of the window is 1.4 metres above the external ground level, must have suitable window restrictors.
- h) The Landlord must provide the Tenant with sufficient information about the Property, the fixed building services, appliances and their routine maintenance requirements so that the occupants can operate them correctly.
- i) The Landlord must, where necessary, ensure that adequate provision is made to prevent pest or vermin (e.g. rats) on the Property.

31. Fire safety

- a) The Landlord must ensure that the Property has:
 - (i) a suitable self-contained fire detection and alarm system, which must be maintained by the Landlord in accordance with the current applicable standards;
 - (ii) a suitably located fire blanket;
 - (iii) where necessary, suitably located carbon monoxide alarms.

31. Fire safety (continued)

- b) Where the Property is in a multi-unit building, the following also applies:
 - (i) an emergency evacuation plan must be provided to the Tenant;
 - (ii) the common areas of the multi-unit building, must also have a suitable fire detection and alarm system and emergency lighting maintained in accordance with the current applicable standards.

Note: A guidance document 'Guide to Fire Safety in Flats, Bedsitters and Apartments' is available at <https://www.gov.ie/en/publication/3003c-guide-to-fire-safety-in-flats-bedsitters-and-apartments-1994/>.

A 'multi-unit building' means a building that contains 2 or more properties that share a common access.

32. Refuse

- a) The landlord must provide suitable bins for refuse (i.e. household rubbish) outside the Property that are pest and vermin proof.
- b) This obligation does not apply if the Landlord does not have control over waste disposal (e.g. in an apartment complex where the management company controls this).

33. Insurance

- a) The Landlord must insure the structure of the Property.
- b) The Landlord's insurance must:
 - (i) Insure the Landlord against damage to, and loss and destruction of the Property; and

- (ii) Indemnify the Landlord for an amount of at least €250,000 for any liability on the Landlord's part arising out of the ownership, possession and use of the Property, unless that insurance is not obtainable at a reasonable cost.

34. Management company

- a) If the Property is in an apartment complex, the Landlord must forward the management company any written complaint about it from the Tenant.
- b) The Landlord must forward the Tenant any reply from the management company.

35. Prohibition on discrimination

The Landlord cannot discriminate against the Tenant on the grounds that the Tenant is in receipt of rent supplement, the housing assistance payment (HAP), any payment under the social welfare legislation or on the basis of any other discriminatory ground under the Equal Status Act 2000 (as amended) including gender, civil status, family status, age, disability, sexual orientation, race, religion, nationality and membership of the Traveller community.

Note: A claim against a landlord for discrimination under the Equal Status Act 2000 (as amended), must be brought to the Workplace Relations Commission. An example of discrimination by a landlord, is terminating a tenancy because the tenant starts to receive rent supplement.

Part E - Additional terms

36. No contracting out of statutory obligations

- (a) The Landlord and Tenant should list below any additional terms that they wish to apply to this Agreement between the Landlord and Tenant.
- (b) Any additional terms listed must not, vary, modify or restrict the obligations of the Landlord and Tenant set out at Part C and D of this Agreement and which are contained in s.12 and s.16 of the RTA 2004.

This does not prevent, however, more favourable terms being agreed for the Tenant. Additional obligations may also be imposed on the Tenant but only if they are consistent with the RTA 2004.

37. Additional terms

Subject to clause 36(b), set out any other additional terms to this Agreement. If necessary, add additional pages to this Agreement.

(a)

(b)

(c)

Part F - Termination of the Tenancy

The Tenancy may only be terminated in accordance with the requirements of Parts 4 and 5 of the RTA 2004 summarised below. Landlords and Tenants are prohibited by law from contracting out of the provisions of Parts 4 and 5.

38. Permitted reasons for termination

Landlord

- (a) The Landlord may terminate the Tenancy, without giving a reason, where the tenancy is less than 6 months old.

Note: To terminate a tenancy before it is 6 months old, the landlord must serve a notice of termination providing the minimum 28 days' notice required by law (7 days' notice is permitted in cases of serious anti-social behaviour – see clause 16).

Please see the sample notice of termination on the RTB's website www.rtb.ie titled "Notice of termination for terminating a tenancy in the first six months".

- (b) If a tenancy is 6 months or older, it can only be terminated by the Landlord on one of the following grounds:
- (i) Breach of obligation by the Tenant, provided:
- The Tenant has been first notified of the breach and failed to remedy it within a reasonable time; or
 - Where the Tenant is in arrears of rent, the Tenant has been notified in writing of this and failed to pay the arrears within 28 days.

Where the Tenant has engaged in serious anti-social behaviour referred to at clause 16(c)(i) and (ii), no warning is required and the Tenancy may be terminated by giving 7 days' notice.

- (ii) The Property is no longer suitable for the accommodation needs of the Tenant and persons residing with the Tenant, having regard to the number of bed spaces contained in the Property and the size and composition of the occupying household;

- (iii) The Landlord intends to sell the Property within 9 months of the termination of the Tenancy;
- (iv) The Landlord requires the Property for the purposes of his or her own occupation or occupation by a family member;
- (v) The Landlord intends to substantially refurbish or renovate the Property in a way that requires the Property to be vacated to facilitate this;
- (vi) The Landlord intends to change the use of the Property.

Note: There are specific conditions that must first be complied with by a landlord, if the landlord wants to terminate a tenancy on any of the grounds above (e.g. statutory declarations or statements must be provided in certain circumstances, warning letters given for certain breaches of obligation etc). Failure to comply with the required conditions may render the termination of the tenancy invalid.

Where relevant, tenants should provide their contact details to their landlord for the purposes of being offered a tenancy of the property at a later time should it be available again for rent. **Please see the sample notices of termination on the RTB's website www.rtb.ie, which reference the rules that apply.**

Tenant

- (c) The Tenant may terminate the Tenancy at any stage. The Tenant is not required to give a reason for doing so.

Note: The tenant must serve a notice of termination (see clause 40(a) below), providing the minimum notice period required by law (see clause 41(c) and (d) below).

Before terminating a tenancy in reliance on the shorter notice period that applies when a landlord has breached his/her/its obligations, the tenant must first notify the landlord in writing of the breach and give the landlord a reasonable time to remedy it. This does not apply where the breach involves an imminent danger of death or serious injury or imminent danger to the fabric of the property / the building containing it.

39. Tenancies with fixed terms

- (a) If this Tenancy contains a fixed term, to provide for greater security of tenure for the Tenant, the Landlord and Tenant may by agreement opt out clause 38(a) as a ground on which the Landlord can terminate the Tenancy during the fixed term.

☐ Tick here if you **do** not wish clause 38(a) to apply during the fixed term.

Note: Clause 38(a) allows the landlord to terminate the tenancy during the first 6 months without giving a reason.

- (b) If this Tenancy contains a fixed term, to provide for greater security of tenure for the Tenant, the Landlord and Tenant may by agreement opt out clause 38(b)(ii)-(vi) as grounds on which the Landlord can terminate the Tenancy during the fixed term.

☐ Tick here if you do **not** wish clause 38(b)(ii)-(vi) to apply during the fixed term.

Note: Clause 38(b)(ii)-(vi) allow the landlord to terminate the tenancy because the property is no longer suitable, the landlord intends to sell the property, the landlord or a family member of the landlord want to live there, the landlord wants to substantially refurbish or renovate the property or change its use.

- (c) If this Tenancy contains a fixed term, the Tenant may terminate the Tenancy during the fixed term and is not required to give a reason for doing so. The Tenant may also terminate the Tenancy during the fixed term where the Landlord has breached his/her/its obligations or the Landlord has refused to consent to the Tenant assigning or sub-letting.

Note: The tenant must serve a notice of termination (see clause 40(a) below), providing the minimum notice period required by law (see clause 41(c) and (d) below). Before terminating a tenancy in reliance on the shorter notice period that applies when a landlord has breached his/her/its obligations, the tenant must first notify the landlord in writing of the breach and give the landlord a reasonable time to remedy it. This does not apply where the breach involves an imminent danger of death or serious injury or imminent danger to the fabric of the property / the building containing it.

40. Notice of termination

- (a) If the Landlord or Tenant wants to terminate the Tenancy, the party who wants to do so must serve a notice of termination that complies with the RTA 2004.

Note: Easy to use sample notices of termination can be found on the RTB's website www.rtb.ie. Both landlords and tenants must serve a notice of termination to terminate a tenancy.

41. Notice periods

Termination by the Landlord

- (a) The Landlord must give the Tenant advance notice that the Tenancy is being terminated. The minimum days' notice required by law are as follows:

Standard notice periods	
Duration of tenancy	Notice period
Less than 6 months	28 days
6 months but less than 1 year	90 days
1 year but less than 3 years	120 days
3 years but less than 7 years	180 days
7 years but less than 8 years	196 days
8 years or more	224 days

Note: Landlords should always check the RTB's website www.rtb.ie for any update to the notice periods that apply. The days specified above are the notice periods required by law on the date this template was prepared (see cover sheet).

- (b) The Landlord may terminate the Tenancy by giving the Tenant shorter periods of notice, where the Tenant has breached his/her obligations. These notice periods are as follows:

41. Notice periods (continued)

Breach of obligation by the Tenant	
Reason	Notice period
Serious anti-social behaviour (e.g. likely to be an offence or causes / could cause fear, danger injury, damage or loss to any person – see clause 16)	7 days
Behaviour threatening the fabric of the Property or the building containing it	7 days
Persistent anti-social behaviour that interferes with the peaceful occupation by others residing in the Property or in the neighbourhood*	28 days
Failure to pay rent and other breaches of obligation*	28 days

Note: *A warning notice must first be given before terminating a tenancy on these grounds. Visit www.rtb.ie for sample warning notices. The RTB must be copied with any warning notice for rent arrears.

Note: Landlords should always check the RTB's website www.rtb.ie for any update to the notice periods that apply. The days specified above are the notice periods required by law on the date this template was prepared (see cover sheet).

Termination by the Tenant

- (c) The Tenant must give the Landlord advance notice that the Tenancy is being terminated. The minimum days' notice required by law are as follows:

Standard notice periods	
Duration of tenancy	Notice period
Less than 6 months	28 days
6 months but less than 1 year	35 days
1 year but less than 2 years	42 days
2 years but less than 4 years	56 days
4 years but less than 8 years	84 days
8 years or more	112 days

Note: Tenants should always check the RTB's website www.rtb.ie for any update to the notice periods that apply. The days specified above are the notice periods required by law on the date this template was prepared (see cover sheet).

- (d) The Tenant may terminate the Tenancy by giving the Landlord shorter periods of notice, where the Landlord has breached their obligations. These notice periods are as follows:

Breach of obligation by the Landlord	
Reason	Notice period
Landlord's behaviour poses an imminent danger of death or serious injury or imminent danger to the fabric of the Property / the building containing it	7 days
Other breach of obligation*	28 days

Note: *A warning notice must first be given before terminating a tenancy on this ground. Visit www.rtb.ie for further details.

Shorter notice periods by agreement

- (e) The Landlord and Tenant may agree to shorter notice periods than the notice periods identified at clauses 41(a) and 41(c) but only where this is agreed between the parties at the time the Landlord or Tenant (as appropriate) indicate that he/she/it intends to terminate the Tenancy.

Part G - Service

42. General

The service or the giving of a notice or document by the Landlord or Tenant in respect of the Tenancy must be done in one of the ways set out at clause 43.

Note: A notice of rent review and a notice of termination are examples of a usual type of notice / document that are required to be served or given by law for the purposes of this tenancy agreement.

43. Service

- (a) A notice or a document may be given or served by:
- (i) delivering it to the person;
 - (ii) leaving it at the address at which the person ordinarily resides or at the address the person has provided for service at clause 43(c) or clause 43(d);
 - (iii) sending it by post in a prepaid letter to the address at which the person ordinarily resides or at the address the person has provided for service at clause 43(c) or clause 43(d);
 - (iv) affixing it in a conspicuous / clearly visible position on the outside of the property or the building containing the property but only where the notice relates to a property (including the Property the subject of this Agreement) and it appears that no person is in actual occupation of the property.
- (b) For the purposes of this section, a company shall be deemed to be ordinarily resident at its registered office, and every other body corporate and every unincorporated body shall be deemed to be ordinarily resident at its principal office or place of business.
- (c) The Landlord agrees that the following address may be used for the service or the giving of notices or documents (e.g. sending a notice of termination to the Landlord):
-
-
-
-
- (d) The Tenant agrees that the address for the Property (i.e. the rented property) may be used for the service or giving of notices or documents (e.g. sending a notice of rent review or notice of termination to the Tenant):
- Yes ☐ No ☐
- If no, specify an address for service.
-
-
-
-

Part H - Dispute Prevention

44. The Landlord and Tenant must comply with the terms of this Agreement, the RTA 2004 and any other obligations imposed by law which govern their relationship.

Note: If landlords and tenants have a problem or disagreement, they should attempt to resolve it amongst themselves first. There may be limited circumstances where this is not feasible (e.g. in the case of serious anti-social behaviour). If an attempt to informally resolve a dispute is unsuccessful or has not been possible, either or both parties may refer the issue to the RTB's dispute resolution service.

Part J - Signatures

45. The Landlord and the Tenant enter into this Agreement and agree to all its terms.

Note: This agreement must be printed in hard copy and signed and dated in person by each landlord and tenant.

Landlord 1

Print name

Signature

Date signed

(Date: DD/MM/YYYY)

Landlord 2

Print name

Signature

Date signed

(Date: DD/MM/YYYY)

45. (Continued)

Tenant 1

Print name

Signature

Date signed

/ /

(Date: DD/MM/YYYY)

Tenant 2

Print name

Signature

Date signed

/ /

(Date: DD/MM/YYYY)

Tenant 3

Print name

Signature

Date signed

/ /

(Date: DD/MM/YYYY)

Tenant 4

Print name

Signature

Date signed

/ /

(Date: DD/MM/YYYY)

Note: If there are more than two landlords and/or four tenants put the printed name, signature and date signed, for any additional signatory, on a separate page and add it to this Agreement.

Schedules

1. Inventory
2. Additional pages (if applicable)

Note: If you add additional pages to this agreement, each page should be signed and dated by each landlord and tenant.

Schedule 1

Inventory

Note: The following steps are recommended:

1. At the start of a tenancy and shortly before it ends, landlords and tenants should carry out a joint inspection of the property and agree on the condition of the property, its contents and their condition. It is recommended that landlords and tenants complete the inventory and condition report on the RTB website that can be accessed [here](#). It is also recommended that landlords and tenants take photographs during the joint inspections and then exchange them electronically.
2. Each page of the inventory (including any additional pages added) should be signed and dated by both the landlord and tenant.

Schedule 2

(if applicable)