

Terminating a Tenancy

The purpose of this leaflet is explain to landlords and tenants the correct procedure to lawfully end a tenancy. This leaflet is a general guide only and not an interpretation of the law and does not necessarily make reference to all relevant provisions.

1. When is a Tenancy Terminated?

A tenancy may be terminated by either the landlord or the tenant for any one of a number of reasons. It could be due to a change of circumstances (e.g. the tenant buys a house, the landlord decides to sell the house) or because of the behaviour of the parties (e.g. the landlord is constantly disturbing the tenant, the tenant is in arrears of rent). No matter what the reason for the termination, the process is always the same. The person ending the tenancy must serve a notice of termination on the other party and that notice must comply with the Residential Tenancies Act 2004 in terms of the content of the notice itself and the amount of notice (i.e. what period of time until the dwelling is to be vacated) given. The content of the notice will depend on whether it is served by the landlord or tenant, the length of the tenancy and the reason for the termination.

Where a tenancy that was entered into for a specific period (i.e. a fixed term tenancy) comes to the end of that period, a notice of termination does not have to be issued. If that period was 6 months or more and the tenant intends to continue in occupation, he/she must inform the landlord of that intention between one and three months before the expiry date.

Note: It is an offence to purport to serve an invalid notice of termination and then act in reliance on it in a way that adversely affects the interests of the person on whom it was served.

2. Termination of a Tenancy by a Landlord

Valid notice

In order to be valid a notice of termination must:

- Be in writing
- Be signed by the landlord or by his/her authorised agent
- Specify the date of service
- State the reason for termination (where the tenancy has lasted for more than 6 months)
- Specify the termination date (the tenant has the whole of the 24 hours of this date to vacate possession)
- State that any issue as to the validity of the notice or the right of the landlord to serve it must be referred to the Private Residential Tenancies Board within 28 days from the receipt of the notice.

Serving the notice

The notice may be served on the tenant in person, may be left at the rented dwelling, or may be posted to the dwelling. If it appears that the tenant is not in occupation, the notice may be served in a conspicuous position on the outside of the dwelling.

Notice Periods for the Termination of a Tenancy by the Landlord

Subject to the terms of any letting agreement in place, the notice period to terminate a tenant's tenancy is determined by the duration of the tenancy, as follows:

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

Where a tenancy has lasted more than 6 months and less than 4 years, the landlord must state in the termination notice the reason the tenancy is being terminated and the termination will not be valid unless that reason relates to one of the following:

- the tenant has failed to comply with the obligations of the tenancy
- the landlord intends to sell the dwelling within the next 3 months
- the dwelling is no longer suited to the needs of the occupying household
- the landlord requires the dwelling for own or family member occupation
- vacant possession is required for substantial refurbishment of the dwelling
- the landlord intends to change the use of the dwelling.

In the case of the last three of the listed termination grounds, the termination notice must contain certain additional details as specified in the Act relating to the former tenant being given first refusal to resume the tenancy should the dwelling become available for re-letting. In the case of the first ground (except where the termination is for serious anti-social behaviour) the tenant must have been given an opportunity to rectify the matter and have failed to have done so for the termination to be valid.

3. Termination of a Tenancy by the Tenant

Valid notice

A valid notice of termination must:

- Be in writing
- Be signed by the tenant
- Specify the date of service
- Specify the termination date (the tenant has the whole of the 24 hours of this date to vacate possession)
- State that any issue as to the validity of the notice or the right of the tenant to serve it must be referred to the Private Residential Tenancies Board within 28 days from the receipt of the notice.

Serving the notice

The notice may be served on the landlord or his/her agent in person, or may be left at or posted to the landlord/agent contact address.

Notice Periods for the Termination of a Tenancy by the Tenant

Subject to the terms of any letting agreement in place, if a tenant wishes to terminate the tenancy, the notice period that must be given to the landlord is determined by the duration of the tenancy:

Notice Period	Duration of Tenancy
28 days	Less than 6 months
35 days	6 months or more but less than 1 year
42 days	1 year or more but less than 2 years
56 days	2 years or more

The tenant need not supply a reason for terminating the tenancy except where terminating for a breach of the landlord's obligations or where the required notice period is only 7 days (see paragraph 4). It is important that a tenant serves a valid notice of termination as otherwise he/she might not be entitled to a refund of any deposit paid.

Notice of Termination of Tenancy with Multiple Tenants

Where the tenancy is let to a number of tenants jointly, the notice of termination will be valid if it is signed by any one of the multiple tenants on behalf of all the tenants. The other tenants must be named in the notice. A purported notice is not valid if the other named tenants have not agreed to its service.

Deemed Termination of Tenancy by Tenant

A tenancy is deemed to have been terminated by the tenant where the tenant has vacated the dwelling without giving the required amount of notice and is in arrears of rent or vacates without any notice and is at least 28 days in arrears of rent.

4. Lesser Notice Periods by Landlords and Tenants

Only 7 days notice need be given by a landlord to a tenant where the termination notice results from serious anti-social behaviour by the tenant or behaviour that is threatening to the fabric of the dwelling or the property containing it. Only 7 days notice need be given by the tenant to the landlord where the reason for the termination is that the behaviour of the landlord poses an imminent danger of serious injury or death or danger to the fabric of the dwelling or the property containing the dwelling.

Otherwise the normal notice period for terminating a tenancy by reason of non-compliance with tenancy obligations is 28 days for both landlords and tenants where the failure has been notified in writing and not remedied within a specified period. Where the breach of the tenant's obligations is a failure to pay the amount of rent due, a termination notice may only be served following the written notification by the landlord to the tenant of the amount owing and the rent still being owed 14 days after that notification is received.

Landlords and tenants are free to agree a lesser notice period than those specified in the Act. However, such an agreement may only be entered into at or after the time that one of the parties indicates to the other the intention to terminate the tenancy. It is not, for example, legal to agree to a shorter notice period at the time the tenancy is being first entered into.

5. Greater Notice Periods by Landlords and Tenants

Tenants and landlords are free to agree longer notice periods than those specified in the Act. However the maximum notice period that can be given by either party to terminate a tenancy where the notice is being issued during its first 6 months is 70 days.

6. Sub-tenants

When a landlord is terminating a tenancy that is sub-let, the landlord must notify the head-tenant of any requirement to terminate the sub-tenancy. If so, the landlord must also serve the sub-tenant with a copy of the notice of termination.

Where the landlord wishes the head-tenant to terminate the sub-tenancy, the head-tenant must serve a notice of termination on the sub-tenant within 28 days of the head-tenant's receipt of the notice of termination from the landlord. If the head-tenant intends to refer a dispute to the Board about the validity of the termination, the notice served on the sub-tenant must require the sub-tenant to inform the head-tenant within 10 days whether or not the sub-tenant also wishes to dispute the validity of the termination and the head-tenant may not refer the dispute until 15 days after the service of that notice on the sub-tenant.

Where the landlord does not require the head-tenant to terminate the sub-tenancy, the head-tenant must notify the sub-tenant within 28 days of the contents of the termination notice received. The head-tenant must also notify the sub-tenant if he/she intends to refer a dispute about the validity of the notice to the Board and of the outcome of the dispute within 14 days of receipt of the Board's determination order. (If the termination of the head-tenancy is found to be valid, the sub-tenant would then become the tenant of the landlord.)

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