



Landlord Legal FAQ's



With increased regulation involved in renting residential property, below is essential reading for all new and existing landlords.



Do I need to register my tenancy with the Private Residential Tenancies Board?

Legally every new tenancy needs to be registered with the tenancies board. Landlords are liable for potential fines for non-registered properties. Crucially mortgage interest relief can't be claimed unless the property is registered.



What is the recommended type of lease?

In the past we advocated fixed term contracts, locking both tenant and landlord into a fixed term for 12 months. With the market now so buoyant, there is no difficulty re-letting a property at the same rate with zero downtime. It is now property owners rather than tenants that need more flexibility. For this reason we recommend Part 4 contracts, allowing either party to terminate the tenancy giving the required notice set out under Part 4 of the act.



What if I need to give the tenants notice?

In the first six months of a tenancy, an owner can give notice without a specific reason. Thereafter a tenant has rights of occupancy for six years and notice may only be given for one the prescribed reasons. The main reasons being if an owner decides to sell or wishes to move themselves or a family member into the property. Notice must be issued in a prescribed format and accompanied by a statutory declaration signed by a solicitor. Below are the notice periods a landlord must follow under the act:

Length of Tenancy	Period of Notice
▪ Less than 6 months	28 days
▪ 6 months or more, but less than 1 year	35 days
▪ 1 year or more but less than 2 years	42 days
▪ 2 years or more but less than 3 years	56 days
▪ 3 years or more but less than 4 years	84 days
▪ 4 years or more but less than 5 years	112 days
▪ 5 years or more but less than 6 years	140 days
▪ 6 years or more but less than 7 years	168 days
▪ 7 years or more but less than 8 years	196 days
▪ 8 or more years	224 days



What are my main obligations as a landlord?

- The tenant must be allowed peaceful and exclusive occupation of the property. The salient point here is that the landlord can't enter the property without giving the tenant sufficient notice.
- The owner must carry out all necessary repairs and maintenance to ensure the structure and interior of the property meet the standards set out in the 2017 Housing (standards for Rented Houses) Regulations. However the landlord has no obligation if repairs are resultant from the tenants actions
- The owner must insure the structure of the property, but has no obligations to insure the tenant's contents.
- Terms set in a letting agreement can't contravene those set out in the act.



How do the 2017 Housing (standards for Rented Houses) Regulations affect landlords?

Aside from ensuring the structure and interior of a rented dwelling is being well maintained, an owner needs to consider the below:

- Windows above a certain height must be fitted with safety restrictors
- If there is gas central heating, a carbon monoxide detector must be fitted
- A fire blanket and smoke alarms must be present

Brock Delappe carry out an audit of the above between tenancies.



What are the tenant's main obligations?

- Rent must be paid on or before the date it falls due.
- The landlord or any persons working for the landlord must be granted access for the purpose of inspections or any maintenance work.
- The property must be kept in good repair and condition
- Within the property and its vicinity, not be engage in behaviour that would be considered antisocial.
- Any alterations require the landlord's written consent.
- The tenant is required to notify the landlord of any persons staying in the property for a prolonged period.
- A tenant can sublet the property with the landlord's prior consent. However the landlord can't reasonably refuse the request.



If a tenant is in rent arrears what is the procedure?

The landlord needs to serve a 14 day rent demand notice, if there is no rent paid within this timeframe, a 28 day notice can be issued and enforced. Please note, notices must be served in a prescribed format and by express post. Any inconsistencies can render a notice invalid.



If a tenant is in breach of their obligations can a landlord give notice?

This is extremely subjective and difficult to assess. In short a landlord can't expect the property to be in the same condition as it was at the commencement of the tenancy.



What constitutes normal wear and tear?

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