



Landlord Legal FAQ's



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?

We most frequently use and recommend a 12 month fixed term contract. The main advantage being the tenant is locked in for at least 12 months and in theory your income is secured for this period. However this works both ways and if you need vacant possession the tenant is not obliged to leave until the expiry date.

If you need more flexibility and you are happy for the tenant to have the same level of flexibility a Part 4 contract is recommended. This incorporates Part 4 of the 2004 Residential Tenancies Act; allowing either party to give a defined notice period in a prescribed format.



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. Post letting expenses, i.e. expenses incurred after the period of the last letting are not allowable
- The landlord must carry out all necessary repairs and maintenance to ensure the structure and interior of the property meet the standards set out in the 2008 Housing (*standards for Rented \ Houses*) Regulations. However the landlord has no obligation if repairs are resultant from the tenants actions.
- The landlord must insure the structure of the property, but has no obligations to ensure the tenants contents. In apartments, this is covered under the block insurance policy.
- Terms in a letting agreement can't contravene the obligations set out in the act.



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
- Within the property and its vicinity, not to engage in behaviour that would be considered antisocial.
- Any alterations require the landlord's written consent.

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- 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.



Can a tenant break a fixed term contract?

A tenant can only break a fixed term contract if a landlord is in breach of their obligations. Otherwise they must sublet the property at the same rent to cover the full term of the lease and with no cost to the landlord. Any costs including vacancy periods may be deducted from the deposit.



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

The landlord needs to serve a 14 day rent demand notice, if the rent still isn't paid within this period they are then entitled to serve a 28 day eviction notice.



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

An initial notice must be issued to remedy the breach within a specified reasonable timeframe. If the breach is still not resolved within that timeframe, then a 28 day eviction notice may be issued.



What constitutes normal wear and tear?

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.

