**DRAFT**

**EXPLANATORY NOTE**

**TERMINATING A TENANCY – STANDARD NOTICE**

**(no breach of landlord obligations)**

**Important: please read carefully before completing the notice of termination[[1]](#footnote-1)**

**General**

If a tenant wishes to terminate a tenancy, the tenant must serve a notice of termination. The tenant does not need to give the landlord a reason for the termination of the tenancy but must give the landlord the notice period required by law. The notice periods that apply where a landlord has not breached his/her obligations can be found [here](https://revisedacts.lawreform.ie/eli/2004/act/27/section/66/revised/en/html)

*(If a tenant is terminating the tenancy because the landlord is in breach of obligations, the tenant should use the notice of termination template “Terminating a Tenancy – Breach of Landlord obligation”).*

**Fixed term tenancies:**

Once a tenant has been in occupation of a tenancy for 6 consecutive months, the tenant acquires a ‘Part 4’ tenancy. A Part 4 tenancy permits the tenant to reside in the rented property for an unlimited duration (subject to both the landlord and tenant’s right to terminate). A tenancy of unlimited duration runs with fixed term tenancies and so if the fixed term ends, the tenant’s Part 4 tenancy will continue. There are specific rules in relation to terminating a fixed term tenancy. If the tenancy contains a fixed term, the tenant cannot terminate the tenancy during that fixed period unless:

1. the landlord has breached his/her tenancy obligations and has failed to remedy that breach;
2. the landlord had refused consent to an assignment or sub-letting of the tenancy;
3. the tenancy agreement permits the tenancy to be terminated during the fixed term; or
4. the landlord agrees to the termination of the fixed term tenancy.

Visit www.rtb.ie for more information on how to terminate a tenancy.

**- End of explanatory note -**

**NOTICE OF TERMINATION**

**(Standard notice providing appropriate period)**

**To:** *[INSERT NAME OF LANDLORD (S)]*

**TERMINATION DATE**

Please note that it is my intention to terminate my tenancy of *[INSERT ADDRESS]* on *(INSERT DAY/MONTHY/YEAR*). This is the “termination date”. [[2]](#footnote-2)

A tenant may terminate a Part 4 tenancy by serving on the landlord in respect of the tenancy a notice of termination giving the required notice period.

**IF YOU (THE LANDLORD(S)) DISPUTE THIS NOTICE OF TERMINATION**

Any issue as to the validity of this notice of termination or the right of the tenant to serve it, must be referred to the Residential Tenancies Board (“RTB”) under Part 6 of the Residential Tenancies Act 2004 (as amended) within 28 days from the date of receipt of it. New laws have increased this notice period from 28 days to 90 days. This means that you must submit any dispute in relation to this notice of termination to the RTB within 90 days.

**INSPECTION OF DWELLING AND RETURN OF DEPOSIT**

In order to ensure that there is no delay in returning my/our deposit, I/we would suggest you carry out an inspection on *(INSERT DATE)* and *(INSERT DATE)* at *(INSERT TIME).* Please let me/us know if this is convenient for you.

**DATE OF SERVICE**

This notice is served **on you the landlord** on **(INSERT DAY/MONTH/YEAR).**

Signed:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**A. N. Other**

Tenant

***If terminating by and on behalf of multiple tenants[[3]](#footnote-3)***

I, [Insert Name of Signing Tenant] sign this Notice on my own behalf and on behalf of the other tenants named below[[4]](#endnote-1) having obtained their permission to do so[[5]](#footnote-4):-

1. **[Name of Tenant]**
2. **[Name of Tenant]**
3. **[Name of Tenant]**

**Signed:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Insert Name of Signing Tenant)

Tenant

1. This note and the attached notice of termination are intended as a guide only. You should refer to the specific requirements set out in the Residential Tenancies Act 2004 (as amended). The RTB accepts no liability for any errors or omissions. [↑](#footnote-ref-1)
2. A landlord must receive the correct number of days’ notice as prescribed by s.66(2)(b) of the Residential Tenancies Act 2004 (as amended). Day 1 of the notice period begins on the day immediately following the date of service of the notice. The RTB recommend that you give additional days when calculating the required notice period to ensure sufficient notice is provided. [↑](#footnote-ref-2)
3. Section 73 of the Act provides for a Notice of Termination by multiple tenants. This section allows for a notice of termination to be signed by one tenant on behalf of all of the tenants, provided the Notice states that the signing tenant is signing on behalf of himself/herself and all of the tenants, **and** the other tenant or each other tenant is named in the Notice. [↑](#footnote-ref-3)
4. The RTB respects your privacy and is committed to complying with Data Protection law. For information on how the RTB handle your personal data, please refer to the RTB Privacy Statement at[*https://www.rtb.ie/privacy-statement*](https://www.rtb.ie/privacy-statement) [↑](#endnote-ref-1)
5. Section 73(3) of the RTA 2004 states that any Notice of Termination served on behalf of multiple tenants without the prior knowledge or consent of said tenants is invalid. [↑](#footnote-ref-4)