

EXPLANATORY NOTE

NOTICE OF TERMINATION (Landlord refuses consent to assignment/ sub-letting of a fixed term tenancy)

Important: please read carefully before completing the notice of termination¹

This notice relates to a Fixed Term tenancy, that is, a tenancy that is defined for a specific period of time, for example 12 or 24 months. 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:

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

Section 186 of the Residential Tenancies Acts 2004-2022 (the “RTA 2004”) provides that if a Landlord refuses to consent to a sub-let or assignment of the tenancy, the tenant is entitled to terminate a fixed term tenancy by serving a Notice with the appropriate period of notice being provided in accordance with Section 66 of the RTA 2004. This applies whether the Landlord’s refusal is reasonable or not.

This only applies to the termination of fixed term tenancies.

The notice periods that apply can be found here [[Section 66](#) and [Section 69](#)] Visit www.rtb.ie for more information on how to terminate a tenancy.

- End of explanatory note -

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.

NOTICE OF TERMINATION

– Landlord refuses consent to Assignment/sub-letting of a Fixed Term Tenancy –

To: (INSERT NAME OF LANDLORD (S))

TERMINATION DATE

The tenancy of the dwelling at (INSERT ADDRESS) will terminate on (INSERT DAY/MONTH/YEAR). This is the “termination date”.²

REASON FOR TERMINATION

The tenancy commenced as a fixed term tenancy on (INSERT DAY/MONTH/YEAR). Further to our recent written request/telephone calls [delete or amend as appropriate], you have confirmed that you will not consent to the *subletting/assignment* of this tenancy. Pursuant to Section 186 of the Residential Tenancies Acts 2004-2022 (the “RTA 2004”) I am entitled to terminate this fixed term tenancy. You are entitled to receive a minimum of XX days notice of termination [Insert appropriate notice period depending on length of tenancy in accordance with section 66(2)(b) and section 69 of the RTA 2004].

IF YOU (THE LANDLORD) 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 RTA 2004 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 of receipt of it.

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/or (INSERT DATE) at (INSERT TIME). Please let *me/us* know which date and time is convenient for you.

DATE OF SERVICE

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

Signed:

[SIGN ABOVE AND PRINT NAME HERE]

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.

Tenant

Or (if terminating³ by and on behalf of multiple tenants)

I, *[Insert Name of Signing Tenant]* sign this Notice on my own behalf and on behalf of the other tenants named below having obtained their permission⁴ to do so:-

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

Signed: _____
(*Insert Name of Signing Tenant*)

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>

³ Section 73 of the RTA 2004 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.

⁴ 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.