

Landlords' Rights and Obligations

Landlords' Obligations

Certain minimum obligations are laid out in the Residential Tenancies Act 2004. There may be other obligations arising from other legislation, housing regulations and the letting agreement signed by the parties.

Under the Residential Tenancies Act 2004 landlords must:

- Register the tenancy with the Private Residential Tenancies Board
- Charge a rent that does not exceed the appropriate market rent for the dwelling
- Provide tenants with 28 days notice of any rent review
- Serve tenants with a valid notice of termination
- Repairing and maintaining the structure of the premises
- Repair and maintain the interior of the dwelling to the standard which existed at the commencement of the tenancy
- Allow the tenant to enjoy peaceful and exclusive occupation
- Provide the tenant with information about any person who is authorised to deal on the landlord's behalf and ensure the tenant is able to contact the landlord or agent at reasonable times
- Return any deposit due (unless the tenant has not paid the rent or has caused damage to the dwelling)
- Reimburse tenants for expenditure on repairs that should have been carried out by the landlord
- Ensure that the tenants comply with their obligations – third parties adversely affected by a failure will be able to make a complaint to the Private Residential Tenancies Board against the landlord.

Regulations under the Housing (Miscellaneous Provisions) Act 1992 oblige landlords to:

- Comply with the minimum statutory standards which govern the quality and condition of the accommodation, facilities and appliances
- Provide tenants with a rent book containing the prescribed information about the tenancy and rent payments.

Landlords are not allowed to:

- Seize the goods of a tenant to secure recovery of rent unpaid
- Penalise tenants who have referred a dispute to the PRTB
- Vary or restrict the basic landlord and tenant obligations. (Additional obligations can be imposed but only in so far as they are consistent with the Residential Tenancies Act 2004.)
- Set the rent higher than the market rent or review it more than once a year unless justified by a substantial change in the accommodation
- Insist on an increased rent being paid (unless agreed to by the tenant) until a dispute concerning the amount sought has been determined by the PRTB
- Terminate a tenancy except in accordance with the provisions of the Act

- Discriminate against any of the nine protected groups under the Equal Status Act 2000

Landlords' Rights

Landlords are entitled to:

- Receive the correct rent on the due date
- Receive other charges or taxes as they fall due in accordance with the lease or tenancy agreement
- Review the rent annually
- Review the rent within a year if justified by a substantial change in the nature of the accommodation
- Refer disputes about the tenancy to the PRTB provided it is registered
- Receive notification of any repairs required and be allowed access to carry out repairs and (by appointment) for routine inspections
- Repair damage resulting from the tenant's actions and recover the costs from the tenant
- Decide whether to allow the tenant to assign, sub-let, alter, improve or change the use of a dwelling (*Note: refusal of consent to assign or sub-let will entitle a tenant to terminate a fixed term tenancy before its expiry date*)
- Be informed by the tenant of anyone ordinarily residing in the dwelling (not including casual guests or visitors)
- Be informed by the tenant of a fixed term tenancy expiring after the tenancy has lasted more than 6 months, if he/she intends to remain in the dwelling after the end of the fixed term
- Terminate a tenancy that has lasted less than 6 months without providing a reason and terminate a tenancy that has lasted more than 6 months for one of the grounds listed in section 34 of the Act (see PRTB leaflet 'Terminating a Tenancy' for further information on the grounds and terminating generally)
- Receive valid notice of termination from the tenant when the tenant is vacating the dwelling
- Recover possession of the dwelling without giving notice in circumstances where the tenant has vacated the dwelling and the rent is at least 28 days in arrears.