

LANDLORDS OBLIGATION TO REGISTER WITH PRTC

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Q: I have just moved in with my partner and am considering renting out my house to tenants. What should I know??

A: Renting a property carries many responsibilities and duties where non compliance can lead to prosecution, expense and unwanted publicity for the Landlord.

Landlords have a number of obligations under the Private Residential Tenancies Act 2004 (“The Act”) including allowing the tenant to enjoy peaceful and exclusive occupation, carrying out repairs, subject to tenant liability for damage beyond normal wear and tear, insuring the dwelling, promptly refunding deposits unless rent is owing or there is damage beyond normal wear and tear, reimbursing tenants for expenditure on repairs that were appropriate to the landlord and not penalizing the tenants for making complaints or taking action to enforce their rights.

In particular the Landlord has a statutory duty to register the tenancy with the Private Residential Tenancies Board (“PRTB”) and to comply with their obligations as set out in the Act. The costs of the registration is very reasonable, presently €90.00.

The foregoing rights must be adhered to regardless of whether there is a written tenancy or not. It is advisable that all tenancies be in writing as it will define the obligations of the tenant and landlord and limit the scope for ambiguity.

Under legislation, you are entitled to evict your tenant within the first six months of their tenancy without giving them any grounds for doing so. However, if the tenant has been in continued occupation for six months or more then the tenancy shall continue in being for a period of four years and is often referred to as a Part 4 Tenancy.

The Landlord is entitled to end the tenancy during the following three and a half years only if one of the following applies:

- the tenant does not comply with the obligations of the tenancy (e.g. non payment of rent)
- the dwelling is no longer suited to the occupants accommodation needs (e.g. overcrowded)
- the landlord intends to sell the dwelling in the next 3 months
- the landlord requires the dwelling for own or family members occupation

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- the landlord intends to refurbish the dwelling
- the landlord intends to change the business use of the dwelling.

It should be noted that there are provisos attached to some of these reasons which the landlord needs to take into consideration to ensure that they are in strict compliance with the Act, for example where non compliance with obligations like the payment of rent the tenant must be warned in writing of the intention of the Landlord to end the tenancy due to non payment and give the tenant a reasonable time period to make good the arrears. A formal notice must be given then in accordance with the Act.

The reasons for ending a tenancy are technical as are the time periods and you should take legal advice before taking steps to evict a tenant.

Disputes between landlords and tenants are referred to the PRTB instead of the courts. Examples of disputes that will be dealt with by the Board include issues relating to; deposit refunds, breaches of tenancy obligations, termination of tenancies, complaints by neighbours about tenant behaviour, etc.

Either the landlord or tenant can make a complaint. Complaints are dealt with before a PRTB adjudicator, that decision can be appealed to a PRTB Tribunal, which is heard in public and again may result in unwanted publicity. A mediated agreement or the decision of an adjudicator or of a Tribunal will result in a determination “order” of the Board. If there is non-compliance with a determination of an adjudicator or the Tribunal the effected party or the PRTB can bring civil court proceedings in the Circuit Court and if the Court upholds that order then the Board/Tenant can seek to enforce that order. In cases where there is continued non-compliance with the order it is open to the PRTB to apply for an order for attachment and committal of the non –compliant party, in other words try to send you to jail for failure to comply with the Court Order.

The PRTB may also pursue criminal proceedings against you in the District Court where there is failure to comply with an order. If found guilty then you may be fined up to €4000 and/or receive a sentence of six months imprisonment, along with a daily fine of €250.00 for a continuing offence. If found guilty costs will be awarded against you also, it is evident from recent cases that the costs are in the region of €3000 also.

In addition to the above mentioned severe penalties your case may be reported in the media bringing unwanted publicity.



Landlords who have not registered their Tenancies should be aware that the PRTB has access to the Department of Social Protection Rent Supplement database which means that the Board can track unregistered landlords whose tenants are in receipt of rent supplement payments. The PRTB contacted 43,104 Landlords in 2012!

If you have any queries regarding this article please feel free to contact Jacquelyn Dunne Solicitor on (086) 1617418. Send your questions for next week's article to jacquelyn@dunnesolicitors.ie or by post to Dunne Solicitors, Ballyshonock, Kildorrery, Co. Cork

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