



landlord & tenant basic rights & duties

Introduction

The rights and obligations of landlords and tenants are based on law and on any written or verbal agreement made between the two parties. This leaflet sets out the law, highlights several issues that may arise during the course of a residential tenancy and explains how to follow the correct legal procedure to resolve any disputes. A tenancy is an agreement between two parties, where one party (the tenant) undertakes to occupy a property owned by another party (the landlord) for a specified length of time (called a lease or tenancy period) and for a specified amount of money (rent).

The main law in this area is the Residential Tenancies Act 2004

Important: If you rent a room in a house where the house-owner is resident, you are not covered by landlord/tenant legislation in Ireland. In this case, your status is that of a lodger or licensee and the information in this leaflet will not apply to you. In such cases, you can take a case to the Small Claims Court if your deposit is withheld, or to the District Court for breach of contract or breach of licence agreement.

What state body is responsible for residential landlord and tenant matters?

Established in 2004, the main role of the **Residential Tenancies Board (RTB)** is to provide a dispute resolution service for landlords and tenants of the **public and**

private rented housing sector and to operate a national tenancy registration system. Its dispute resolution service replaces the courts in relation to the majority of landlord and tenant disputes. Any disputes that arise in a tenancy that cannot be resolved informally by the parties must be referred to the RTB through their online facility or by post.

Landlords are legally required to register tenancy agreements. Landlords must also be registered in order to avail of the RTB dispute resolution service. **Tenants will have access to the service regardless of whether or not the tenancy is registered.**

Are there minimum standards for rented accommodation?

Yes. All privately rented properties **must meet the minimum standards** set out in the Standard for Rented Houses Regulations. These include private bathroom facilities, private cooking and food storage facilities and control over the heating of the property for almost all tenancies as well as other matters.

Housing (Standards for Rented Houses) Regulations 2008 & 2009

There are also minimum legal standards for the property's structural condition, ventilation, lighting and fire safety. There are further standards set for the provision of waste disposal facilities as well as electricity and gas. Responsibility for enforcing these

standards rests with the relevant local authorities. The landlord also has to provide cleaning facilities. This includes a washing machine and, if there is no outdoor drying space, a dryer.

What do I do if the dwelling doesn't meet these standards?

If you are unsure as to whether the property meets minimum standards, you can request an inspection from your local authority to verify it. The local authority may issue an **Improvement Notice**, where appropriate, setting out exactly what the landlord must do to bring the property up to the required standard. If the landlord does not comply, the local authority may issue a **Prohibition Notice** that orders the landlord not to re-let the property until the breach of the regulations has been rectified. You can get a copy of the local authority report, using the Freedom of Information Act, if necessary. If your landlord fails to ensure that the dwelling complies with the minimum standards, this is also a breach of the Residential Tenancies Act.

The landlord must maintain the dwelling to the standard it held at the start of the tenancy (except for any damage caused by the tenant). If there is deterioration in the condition of the property, and the landlord fails to maintain it, you can raise this with the landlord and refer the matter to the Residential Tenancies Board if necessary.

Note: You are strongly advised to always **take photos** of the dwelling at the start of your tenancy; then if there is a problem later, you can take fresh photographs as evidence of any changes.

'Part 4' security of tenure: The right to stay in a dwelling

If you have been living in rented accommodation for longer than 6 months, you automatically gain the right to stay in the property ('security of tenure') for a further 3.5 years. This is known as a 'Part 4 Tenancy'. When a tenant has Part 4 security of tenure, the landlord can only terminate the tenancy on certain grounds, such as:

- the tenant failing to meet the conditions of the tenancy;
- the landlord's intention to sell the property;
- the landlord needing the property for his or her own use, or where substantial works / refurbishment need to be carried out;
- the landlord intends to change the use of the dwelling or the property is no longer suitable.

However, if there is a fixed-term lease, a landlord cannot avail of these statutory grounds to end the tenancy. If you continue to rent the property after the four years is up, the same cycle starts again. Thus the landlord can only end the lease during the first 6 months of this second 4-year cycle, and of any further four-year period.

Part 4 of the Residential Tenancies Act 2004-2015

Important: If you are on a Part 4 tenancy, you are not obliged to sign a new lease during this tenancy. If you are requested to, make sure you are able to meet the requirements of the lease, as you will be bound by them. You should be sure, for example, that you intend staying until the end of the fixed term.

If you have a fixed-term lease which is coming to an end and you wish to remain in the property under the rights acquired under a Part 4 tenancy, you must notify your landlord of your intention to stay in the property between 3 months and 1 month before the end of the fixed-term. If you do not notify your landlord, you cannot be denied Part 4 security of tenure, but you may have to compensate the landlord for any financial loss incurred because you did not notify them of your intention to remain in the tenancy, such as advertising costs to re-let the property.

My landlord is telling me I have to leave. What can I do?

Valid grounds for ending a tenancy include where the landlord is moving back into the dwelling, is selling the property, where the dwelling is no longer suitable, or is substantially refurbishing it or intends to change the use of the dwelling.

In order to properly and legally terminate a tenancy, a landlord must serve a **valid notice of termination** on the tenant.

Section 34 of the Residential Tenancies Act 2004-2015

Note: The Residential Tenancies Board website has all the notices and forms required under the legislation free to read and download on its website at www.rtb.ie

For a notice to be valid it must:

- Be in writing.
- Be signed by the landlord or his or her agent.
- Specify the date the notice is served to the tenant. (The day the notice starts is the day after it is served).
- State the reason for termination (where a tenancy has lasted more than 6 months).
- Specify the termination date, stating that the Tenants have a full 24 hours to vacate.
- State that any issue as to its validity must be referred to the Residential Tenancies Board.

Note: A notice of termination under s.34 has some extra requirements. These vary depending on the grounds for terminating. These are in addition to the above requirements, as follows:

Landlord or family moving back into property:

- Must include a **statutory declaration** specifying:
 - The intended occupant's identity;
 - Their relationship to the landlord;
 - The expected duration of their occupation.

- Must confirm the tenant's first option to re-let within 6 months of the termination date, or determination of a dispute.

Landlord is selling the property:

- Must include a **statutory declaration** confirming the landlord intends to transfer the whole of their interest in the property within 3 months of the termination date.

The dwelling is no longer suitable:

- Must include a **statement** specifying
 - The grounds why the dwelling is no longer suitable.
 - Must have regard to the bed spaces in the dwelling and the size and composition of the household in occupation.

Landlord is substantially refurbishing or renovating:

- Must include a **statement** specifying:
 - The nature of the intended works;
 - A copy of planning permission (if required);
 - The name of the contractor where planning permission not required;
 - Dates and duration of the proposed works.
- Must confirm the tenant's first option to re-let within 6 months of the termination date, or determination of a dispute.

Change of the use of the property:

- Must include a **statement** specifying:
 - The nature of the intended use for the dwelling;
 - The nature of the intended works;
 - A copy of planning permission;
 - The name of the contractor if any;
 - Dates and duration of the proposed works.
- Must confirm the tenant's first option to re-let within 6 months of the termination date, or determination of a dispute if the dwelling becomes available for re-letting.

Section 29 of Residential Tenancies Act 2015

If a tenant does not vacate the dwelling by the end of the valid notice period, the landlord can refer this to the Residential Tenancies Board, as the tenant is then what is known as 'overholding'.

If the landlord or tenant is in breach of obligations under the Residential Tenancies Act or the tenancy agreement, you should notify him or her of the problem and if it is not rectified within a reasonable period, you can serve a 28-day Termination Notice. The notice period can be reduced to seven days in some limited circumstances for example, where the tenant is engaging in serious anti-social behaviour.

A landlord can **never** forcibly remove a tenant or compel him or her to leave a dwelling. This

means no changing of the locks or turning off utilities. While you are living in the property, your landlord cannot remove your possessions. The Gardaí also cannot assist in removing a tenant from the property.

- If a landlord demands that you leave, you need to clearly inform him or her that you have a legal entitlement to stay; write a letter or send an email.
- If you are being physically evicted, you should attempt to record the eviction discreetly.
- **Seek legal remedies:** Lodge a complaint with the RTB using its online facility or by asking it to post you out a dispute resolution application form. When lodging the application to the RTB, ask for priority status. Also seek help from any non-governmental agency sources available (see end of leaflet).

What kind of notice must I give for ending a tenancy?

Duration of Tenancy	Notice by Landlord	Notice by Tenant
Less than 6 months	28 days	28 days
6 months to 1 year	35 days	35 days
1-2 years	42 days	42 days
2-3 years	56 days	56 days
3-4 years	84 days	84 days
4-5 years	112 days	84 days
5-6 years	140 days	84 days
6-7 years	168 days	84 days
7-8 years	196 days	84 days
8 or more years	224 days	112 days

My tenant is not paying her rent – what can I do?

If a tenant does not pay the rent and has been in the property more than six months the following two step procedure must be followed:-

Step 1:

Serve a minimum of 14 days' Warning Notice for failure to pay rent. The Warning Notice must state:-

- The tenant has failed to pay his/her rent in accordance with his/her obligations under the Residential Tenancies Acts 2004-2015.
- The amount of rent arrears now due.
- It must put the tenant on notice that if he/she does not pay the rent arrears within a minimum of 14 days the landlord is entitled to terminate the tenancy by serving a Notice of Termination on the tenant.

Step 2:

Serve a 28-day Notice of Termination if the tenant fails to pay the rent due in the timeframe given in the Warning Notice.

- **Note:** The first day of a notice period is the day after service. For example, if you serve notice on a Wednesday, the first day of the notice period is the following day, Thursday. It is advisable to give some additional days' notice to ensure that the tenant receives the required notice periods.

- **Note:** If the tenant pays rent arrears within the 14-day notice period but is late with the rent the following month – **the landlord must serve the 14-day warning notice again.**

If the tenant does not vacate by the end of the notice period, the matter can be referred to the Residential Tenancies Board for adjudication. Following a hearing, the Adjudicator will prepare an Adjudication Report containing his or her determination, that is, the decision on the dispute. This report is sent to the dispute parties. It can be appealed to the Tenancy Tribunal within 21 days of receipt of the report. If there is no appeal, the determination in the Adjudicator's report becomes a Determination Order and is legally binding. If a party does not comply with a Determination Order, the landlord may seek enforcement through the District Court or, alternatively, request that the RTB seek enforcement. Once the District Court order is obtained, it can then be sent to the Sheriff for execution which means that the tenant can then be evicted from the property.

I want to leave my house but I have a fixed-term lease – can I terminate it?

Section 186 of Residential Tenancies Act 2004-2015

A tenant cannot avail of the notice periods above when he/she has entered into a fixed-term lease. They can, however, end the tenancy where

- the landlord is in breach of an obligation

under the Act and has not remedied it within a reasonable time and despite written notice. In this case, 28 days' notice will suffice no matter what the length of tenancy, or

- there is a 'break clause' in the lease which can be relied upon – this is a provision in the lease that allows either side to end the agreement early without penalties under specific conditions, bearing in mind that correct notice periods must be observed, or
- both the tenant and the landlord agree among themselves at the time to end the tenancy, or
- the tenant offers to replace him/herself and the landlord refuses this offer.

For iii) and iv) above, you will have to give in writing the appropriate notice terms as listed in the previous table, specifying the reason for termination. In all cases, you are entitled to have your deposit back provided you follow these steps and where the issues around deposit retention discussed below do not arise.

Rent Certainty: Freezing of rent

Rent can only be changed every 24 months. This 24 month rent review period is calculated from either:

- The beginning of the tenancy
- Or the date of the last rent change

Rent cannot be increased above market rate.

These conditions are listed in full in Section 25 of the 2015 Act

Market rate should be assessed by comparison to rent being paid in similar housing in a similar area.

A landlord must give 90 days' notice of any rent increase, this notice must be in writing and in a prescribed format.

Following a rent increase, a landlord cannot increase the rent again for a further two years.

Note: This longer review period requirement of 24 months will continue until 2020, when the rent review period will go back to 12 months.

I am a landlord and I want to increase the rent – what do I do?

Rent review notice now has a prescribed format. This notice must:

- State the new rent and the date it is to have effect.
- Include a statement that a dispute must be referred to the RTB either:
 - On the expiry of 28 days from the receipt by the tenant of that notice.
 - The date the new rent takes effect.
- Include a statement from the landlord that in his or her opinion the new rent is not greater than the market rent having regard to:

You can download the notice form from the PRTB at www.prtb.ie

Your right to a rent book is set down under section 17 of the 1992 Housing (Miscellaneous Provisions) Act and in SI 146/1993 Housing (Rent Book) Regulations 1993

- Other terms of the tenancy.
- Letting values of similar properties.
- Specify the amount of rent sought for 3 dwellings of a similar size, type and character to the property situated in a comparable area. This must be in an advertisement that falls four weeks immediately before notice is served.
- Be signed and dated by the landlord / authorised agent.

There is a mistake in the notice of termination – what do I do?

A minor slip or omission in a termination notice may not invalidate the notice if it does not, in the opinion of the adjudicator or tribunal, prejudice the notice in a material/significant way. This is called the 'slip rule'. The slip rule can apply if the error occurred either in the notice or in the service of the notice, provided the notice is otherwise in compliance with the act. Note that the slip rule applies only to notices of termination.

Section 30 of 2015 Act

Deposits

What is a deposit?

A deposit is a sum of money (usually a month's rent) paid over by the tenant to the landlord before or on commencing a tenancy. The landlord holds the deposit as security until the end of the tenancy.

Note: In 2017, the RTB plans to introduce a new system whereby it will hold the deposit instead of the landlord.

When can a landlord withhold a deposit?

A landlord may only withhold a deposit (or part of a deposit) in the following circumstances:

- If the tenant has not given proper notice when leaving and the landlord has, as a result, suffered a loss;
- If the tenant has left any outstanding bills such as gas or electricity, or owes any rent; or
- If the tenant has caused damage to the property beyond normal wear and tear.

How does a tenant avoid a dispute about deposits?

A deposit might be withheld because of an issue at the start, in the middle or at the end of a tenancy.

- Inventory: Both landlords and tenants need to have an accurate record of the contents and condition of a dwelling at the start of the tenancy. Both landlords and tenants should take photographs.
- Lease conditions: Ensure your lease complies with legislation and be clear about the length of the lease, who is involved and who pays for what.
- Wear and tear: The law allows "normal wear and tear", taking account of the

duration of the tenancy and the nature of the occupation. Therefore a tenancy lasting a number of years is entitled to more wear and tear than a short one. A household with children would also be afforded a higher degree of wear and tear. Tenants need to think ahead – if an issue arises during the course of the tenancy, will you be able to show that it is normal wear and tear? This makes it essential to take photographs, especially at the start and end of the tenancy, and to keep receipts for repairs or records of undertakings promised.

- Rent payments: Keep a careful record of rent payments using a Rent Book, bank statements or receipts provided by the landlord. Tenants have a legal entitlement to a Rent Book or to receive receipts for rent paid. This is a document that records details about the tenancy and notes all payments of rent that you have made to the landlord. Your Rent Book or lease should also contain the following information:

- The address of the flat or house.
- Your landlord's name and address and that of the landlord's agent (if any).
- Your name.

Your right to a rent book is set down under Section 17 of the Housing (Miscellaneous Provisions) Act 1992 and in SI 146/1993 Housing (Rent Book) Regulations 1993

- The date the tenancy started.
 - The length of the tenancy.
 - The amount of deposit paid.
 - The amount of rent and how it is to be paid.
 - Details of any other payments for services, such as heating or cable television.
 - A statement on the basic rights and duties of landlords and tenants.
 - A list of furnishings and appliances supplied by the landlord.
- **Part 4 security of tenure – do tenants need to sign more than one lease?** If a tenant has been renting the property for six months, they have the right to stay in the property for a further three and a half years. He or she does not need to sign another lease – see above.
 - **Fixed-term leases:** If you break the lease without a valid reason, you will not automatically lose the deposit, but your landlord may be able to make deductions from or keep the deposit to cover expenses such as re-advertising. You may also be liable for any losses the landlord suffers during the void period until it is re-let.

However, the landlord is obliged to try to reduce their losses by re-letting the

property as soon as possible. If a dispute arises, therefore, the tenant should investigate when/whether the dwelling was re-let.

- **Notice periods:** You should serve notice of termination in writing, giving the correct amount of notice. The day the notice starts is the day after it is given. It is always a good idea to give a little more than the required notice to avoid any potential disputes about notice periods. A tenant does not need to give notice if vacating the dwelling at the end of a fixed term lease, however it is always a good idea to do so.
- **Holding deposits:** Tenants are sometimes asked to pay a 'holding deposit' before entering into a tenancy contract, which then goes towards the actual rental deposit. Holding deposits are not covered by the RTB, as there is essentially no tenancy yet – they are intended to 'hold' a potential tenancy for a person until the tenancy can actually commence. Disputes over holding deposits can be referred to the Small Claims Court.

You can download the notice form from the RTB at www.rtb.ie or from threshold at www.threshold.ie

What can I do if my landlord withholds my deposit?

If your landlord withholds your deposit on the grounds that there are rent arrears, outstanding utility bills that you have created or damage to the property, you should

request documentary evidence from him/her to back up such claims. If you cannot get your deposit back by yourself, you can make a complaint to the Residential Tenancies Board. The cost of making a complaint through adjudication is currently €15. Mediation, including telephone mediation, is free of charge.

I don't know who my landlord is or where he/she lives. Can I take a case to the RTB against the letting agent instead?

When contacting the Residential Tenancies Board, it is up to the tenant to provide the landlord's address, as the RTB will not be able to process the case without this information. Tenants should note that a case can only be taken against a landlord, not his or her letting agent. Tenants should seek the landlord's details from their lease and the letting agent. Tenants are entitled to obtain this information under the Rent Book Regulations mentioned above, which are enforced by the relevant local authority. Tenants can make a complaint to the Housing Department of their local authority. If an agent does not give you the contact details so that you can pursue a case then you may complain to the Property Services Regulatory Authority, the supervisory body for agents.

Other issues: Sub tenancy, assignment and house sharing

Sub-tenancy/sub-letting

A sub-tenancy occurs where a tenant moves out, leaving no original tenant(s) in the property, and lets his/her lease to a third party while remaining responsible to the landlord for the entire rent. The tenant must have the landlord's consent to do this. The landlord can refuse consent. Refusal of consent by the landlord is sufficient reason for the tenant to terminate a fixed-term tenancy.

In a sub-tenancy, if the landlord wishes to remove the sub-tenant, he or she must do this through the original tenant.

See sections 70-72 of Residential Tenancies Acts 2004-2015

Where a tenant sublets part of a dwelling without the landlord's consent, the 'sub-tenant' becomes a licensee of the 'head tenant.' In this situation the licensee can become a multiple tenant. He/she would have to ask the landlord to allow him/her become a tenant. The landlord may not unreasonably refuse such a request. If the landlord accepts such a request it must be acknowledged in writing that the licensee is now a tenant of the dwelling.

See section 50 (7) of Residential Tenancies Acts 2004-2015

If the landlord refuses the request he/she must be satisfied that such a refusal was reasonable. If the request is

See section 76(4) of Residential Tenancies Acts 2004-2015

refused, the licensee can bring a case to the RTB under the legislation.

Assignment

Assignment occurs where a tenant moves out, leaving no original tenant, but finds a third party to take over his or her place. In this case, the landlord deals with the new tenant exclusively.

Multiple occupancy

Multiple occupancy occurs where you have two or more persons who are tenants in a dwelling. The landlord will know who the tenants are. The issue in multiple occupancy is whether rent is paid on a joint and several basis, or individually by each tenant.

Sections 48-53 of Residential Tenancies Acts 2004-2015

- Where the rent is paid on a joint and several basis, a default by one is the liability of each and all – in other words, if one person misses a payment, that means all the tenants are liable for the missing payment as a group and individually.
- Where the rent is paid individually by each tenant to the landlord, each tenant is liable for his/her rent only and cannot be pursued for the rent owed by others.

As above, if a person is a licensee of a tenant or of multiple tenants and wants to become a tenant, he or she can ask the landlord to allow this and the landlord cannot unreasonably refuse such a request.

A receiver has been appointed to the property I am renting – what does this mean?

If your landlord defaults on mortgage repayments owed on the property you are renting, his/her lending institution may appoint a receiver (often referred to as a 'receiver of rent' or 'rent receiver') to collect the rental income from the property and pay it over to the bank or lending institution. This will be done by Deed of Appointment, which is a document signed by the landlord's bank and confirms the bank has appointed a receiver

Once you have seen a copy of the Deed of Appointment and you are happy that the receiver has been properly appointed, you will from that point pay your rent to the receiver. You should get receipts for all payments made. You should also get clarification that the receiver will be responsible for carrying out any necessary repairs. Unless otherwise agreed, the landlord remains responsible for returning your deposit at the end of your tenancy – check with your rent receiver to see what applies in your case.

It is hoped that existing legislation will be amended so that it clearly states that where appointed, a receiver steps into the landlord's shoes and all rights and obligations arising under the Act are preserved. In the meantime, the independent housing rights organisation, Threshold, has put together some helpful

points for when a receiver is appointed to your rented accommodation:

1. Your tenancy continues and you have the right to remain in the property
2. If you have a current lease, the receiver should honour the pre-existing tenancy terms and conditions
3. There is no legal obligation on you to sign a new lease if you do not wish to do so
4. Your tenancy can only be ended by the serving of valid notice in accordance with the Residential Tenancies Acts 2004-2015.
5. The receiver must provide you with a deed of appointment for your accommodation.
6. Get the receiver to confirm whether they will take on the responsibility of returning your deposit at the end of the tenancy
7. Get confirmation from the receiver that in addition to accepting the rent that they will take on responsibility for ongoing tenancy issues such as maintenance and repairs.
8. If the receiver will not confirm that he/she has become the landlord, and/or the original landlord continues to demand rent or indicate that the receiver is to be ignored, seek further guidance from Threshold, FLAC or other body.

Can I get Civil Legal Aid for my tenancy problem?

If you are a person of modest means, civil legal aid may be available from a Legal Aid Board Solicitor on a landlord and tenant issue. Generally, the Legal Aid Board does not provide legal aid (representation before a court) on rights or interests over land, but there are certain limited exceptions:

- Where a subject matter of the dispute is the applicant's home (or what would be the applicant's home but for the dispute), **and**
- Where the Legal Aid Board considers that the applicant
 - suffers from an infirmity of mind or body due to old age or to other circumstances, or
 - may have been subjected to duress, undue influence or fraud in the matter, and
- Where a refusal to grant legal aid would cause hardship to the applicant.

Note also that civil legal aid is not available for any proceedings before a Tribunal, which means you will not get help for a dispute before the RTB. However, where your case involves an appeal to the High Court on a point of law, you may be able to obtain civil legal aid.

Everyone granted civil legal aid must pay a fee (called a contribution) to the Legal Aid Board. Its offices are called Law Centres and are located around the country. The minimum contribution for legal information is €30 and for legal aid is €130, but each fee is calculated on a sliding scale based on your income – Legal Aid Board staff will advise you of the contribution in your case. For further information, call 1890 615 200 or go to www.legalaidboard.ie to find your local centre (see also FLAC's guide to the civil legal aid system at bit.ly/CLAFIacsheet).

What is anti-social behaviour?

Tenants have an obligation to not behave, or allow occupiers or visitors to behave, in a manner that is anti-social within the rented dwelling or its vicinity. Anti-social behaviour is where a tenant or that tenant's occupiers or visitors engage in behaviour which:

- a) Constitutes an offence, which is reasonably likely to have an impact on the well-being or welfare of others;
- b) Causes or could cause fear, danger, injury or damage to any person living, working or otherwise lawfully in the vicinity, including violence, harassment, intimidation, coercion or obstruction of, or threats to, any such person; or
- c) Persistently prevents or interferes with the peaceful occupation by another person in the vicinity of their dwelling.

Examples of anti-social behaviour include drug-dealing, intimidation or harassment, assault, vandalism, joyriding, excessive noise and verbal abuse.

I am a landlord with tenants engaging in anti-social behaviour. What should I do?

As a landlord, you are required under the Residential Tenancies Act 2004-2015 to enforce the obligations of a tenant, which includes not behaving in a way that is anti-social. If you, as a landlord, do not take steps to enforce this obligation, any person that is affected by your tenant's anti-social behaviour can bring a complaint against you to the RTB. You can terminate the tenancy due to anti-social behaviour by the tenants. As mentioned above, a landlord can serve a 28-day notice of termination on the tenants, or a seven-day notice where the anti-social behaviour comes under either a) or b) above.

Section 15 & 16 and 77 or Residential Tenancies Act 2004

Discrimination and equality

Do tenancies come under equality law?

The provision of rented accommodation is considered a service under the Equal Status Acts. These prohibit discrimination, directly or indirectly, on ten grounds:

Equal Status Acts 2000-2015

- Gender
- Sexual orientation
- Family status
- Religion
- Race
- Civil status
- Age
- Disability
- Membership of the Traveller community
- Reliance on housing assistance (applies only to housing provision)

I feel I have been discriminated against by my landlord or an agent. What should I do?

From 1 January 2016, a landlord cannot discriminate against a person in receipt of rent supplement, housing assistance or any payment under the Social Welfare Acts. However, landlords are entitled to seek a market rent for the property and Rent Supplement doesn't always cover this.

If you feel you have been discriminated against by a landlord or an agent, you can refer a complaint to the Workplace Relations Commission – see more at <http://bit.ly/WRCeq16>. You can also contact the Irish Human Rights and Equality Commission (IHREC), an independent State body which works to ensure that discrimination on certain grounds does not occur – more information at www.ihrec.ie

Useful contacts:

RTB

The Residential Tenancies Board is a state body that operates a national tenancy registration system and offers a dispute resolution service for landlords and tenants of the rented housing sector.

Address: PO Box 11884, Dublin 2

Tel: 0818 30 30 37

Web: www.rtb.ie

E-mail:

For disputes: disputes@rtb.ie

For registering a tenancy: registrations@rtb.ie

Threshold

Threshold is an independent charity that provides a free advisory and advocacy service to landlords and tenants as well as up to date information on all aspects of the private rented sector.

Address:

Head Office, 21 Stoneybatter, Dublin 7.

Tel: 1890 334 334

Web: www.threshold.ie

E-mail: advice@threshold.ie

IPOA

The Irish Property Owners' Association is an organisation offering advice and information to property owners.

Tel: 01 - 827 6000

Web: www.ipoa.ie

Email: info@ipoa.ie

