



## To Rent or Not to Rent?

### **You are a landlord if you own land or a building and you have leased all or part of it to another person – a tenant.**

Your main legal rights and obligations as a landlord derive from landlord and tenant law as well as from any lease or tenancy agreement (written or spoken) between you and your tenant.

However, if you are renting a room in your home to your tenant, the tenancy does not come under the residential tenancies legislation (though renting out a self-contained flat in your home is covered).

Leases or other tenancy agreements cannot take away from your rights under the legislation, but you and your tenant can agree on matters that are not dealt with in it.

Lets look at some recent changes.

The Planning and Development (Housing) and Residential Tenancies Act 2016 provides for several changes.

However, not all of these provisions are yet in effect.

The provisions that are now in effect include:

- Measures to prevent the simultaneous serving of termination notices on large numbers of residents in a single development
- Increased security of tenure for tenancies created from 24 December 2016
- Removing the provision that allows a landlord to end a further Part 4 tenancy during the first 6 months without having to give a reason
- Changes to declarations required when a termination is due to sale of the dwelling
- Extending the tenancy cycle for Part 4 tenancies from 4 years to 6 years
- Requiring a landlord to give reason when terminating a Further Part 4 tenancy in the first 6 months

They also include restrictions on the sale of 10 or more rented units in a development (the "Tyrrrelstown amendment").

### **Housing Associations**

Landlords such as housing associations, co-operatives and similar voluntary housing organisations (known as approved housing bodies or AHBs) are now covered by the residential tenancies legislation and have most of the same rights and obligations that private landlords have. However, there are some differences, including the rules on rent reviews, the minimum standards required and the landlord's right to end a tenancy.

### **Rights as a landlord**

#### **You have the right to:**

- Set the rent
- Receive the correct rent on the date it is due – but see 'Private tenancies and receivership' below
- Receive any charges associated with the property (this means taxes and duties or payments)
- Terminate a tenancy during the first 6 months without giving a reason
- In certain circumstances – terminate a tenancy at a later stage
- Be informed about who is ordinarily