Minimum standards

Your landlord is required by law to ensure the property meets minimum standards. The property must be in a proper state of structural repair and free from damp and have:

- A separate and self-contained bathroom.
- Facilities for running hot and cold water.
- Fixed heating appliances for every room lived in, which you, the tenant, control.
- Facilities for the cooking, preparation and storage of food.
- A 4-ring hob, oven and grill, fridge and freezer or fridge-freezer, and microwave oven.
- Clothes washing and drying facilities such as a drier or access to a yard.
- Installations for electricity, gas or oil supplies that are safe and in good repair.
- Adequate ventilation.
- Fire blanket, carbon monoxide and fire alarms.
- Suitable safety restrictors on windows.
- Access to refuse storage facilities.
- Adequate provision to prevent pests or vermin getting into the property.

Your landlord must also provide you with information about the rented property, the fixed building services, appliances and their routine maintenance requirements so that you can operate them correctly.

If the property does not meet minimum standards, you should contact your Local City or County Council, who are responsible for inspecting properties and enforcing minimum standards.

Repairs and maintenance

You should receive an inventory of all the items provided as part of the tenancy. They should be in a good state of repair and fit for purpose.

Report any repairs to your landlord/agent immediately, preferably in writing, and make arrangements for access to enable the repairs to be carried out.

Threshold suggests the following timeframes within which repairs should be carried out:

**Immediately:** if there is a danger to human life, for example faulty electrical wiring, flooding in the property, tiles falling off the roof, etc.

**3-5 days:** for repairs required to allow you, the tenant, to enjoy your tenancy and to avoid damage to the property. Examples include a broken fridge, cooker or shower, heating system not working (particularly in winter), a build-up of mould, etc.

**Up to 14 days:** for repairs which do not have significant effect on the day-to-day enjoyment of the tenancy by the tenant, for example where furniture needs to be repaired or replaced, etc.

You cannot withhold the rent in all cases but may put your tenancy at risk. If your landlord refuses to carry out repairs for which they are responsible, you can suggest organising yourself for the work to be done and the landlord should reimburse you for this.

If you have a lease and have notified your landlord of the repairs required for which they are responsible and they still fail to address the problem, you may be able to terminate the tenancy by giving 28 days written notice of termination for breach of obligations.

You cannot alter or improve the property, including changing the locks, without the written permission of your landlord.

Your landlord cannot refuse reasonable requests by you to repair, paint or decorate the property.

Fire or flooding

A fire or flooding may happen during your tenancy. In some cases this disruption will be temporary while damage is repaired, but in other cases the damage may be so bad that you can no longer remain in the property or your landlord could not reasonably expect you to pay rent.

If a fire or flooding occurs your landlord is not automatically obliged to provide you with alternative accommodation so you need to discuss and agree with your landlord the estimated time required for repairs to be carried out, alternative accommodation arrangements (if required) and who will cover any costs incurred.

Your landlord should have the property insured but you as a tenant will have to insure your own belongings.

Enjoying your home

When you rent a property you have the right to enjoy it as your private home and your landlord should not call to the property unannounced or enter the property without your permission.

Landlords and/or their authorised agents may request access at reasonable intervals to carry out repairs or inspections of the property.

You cannot alter or improve the property, including changing the locks, without the written permission of your landlord.

As a tenant you have an obligation to allow access at reasonable intervals but it should be at a date and time that is convenient for you and agreed in advance.

If a landlord is selling the property or plans to rent it to other tenants when you move out, access for viewings should be by agreement with the tenant.

You can have guests/visitors stay overnight unless otherwise agreed.

Additional rights after six months

Once you have been renting in a tenancy for six months and you have not been given a valid written notice of termination, you automatically acquire the legal right to remain in the property for a further five and a half years. This is called a ‘Part 4 tenancy’. Part 4 tenancies can only be ended on specific grounds, for example if the landlord is selling.

If you have a written agreement such as a tenancy agreement for twelve months you must notify your landlord three months and one month before the end of the lease if you wish to stay on and avail of your Part 4 rights. If you fail to do so, you do not lose these rights but your landlord may be able to seek compensation for any expenses or losses they incur.
Rent reviews
Your rent can be reviewed during your tenancy but the rules as to how this should be done will depend upon where you are living.

Outside RPZ
If you are living outside a RPZ your rent can only be reviewed provided it has been 24 months or more since the rent was set or last reviewed. Whilst the rent cannot be increased to more than the ‘market rent’, there is no percentage limit on how much it can be increased by. You can check market rents through the Residential Tenancies Board (RTB) rent index, property websites, local property agents, newspapers, etc.

Rent Pressure Zone (RPZs)
Rent Pressure Zones (RPZs) were first introduced in 2016 to tackle spiralling rents, particularly in urban locations. If you are living in a RPZ your rent can only be reviewed provided it has been 12 months or more since the rent was set or last reviewed.

In a RPZ your rent increase cannot exceed 4% and must be calculated using a specific formula. To find out how your rent formula is calculated, visit www.rtb.ie.

Your landlord is required by law to provide you with a rent book in which they must record rent and other payments. If you have a lease and pay by standing order for example you should get receipts.

Inform your landlord immediately if you are having difficulties paying your rent and try to come up with a solution such as a repayment plan. It is advisable to confirm any plan in writing and if necessary, get professional help, for example contact the Money Advice and Budgeting Service (MABS) - see www.mabs.ie.

Help with the Rent
You may be entitled to help with your rent through Housing Assistance Payment (HAP) or rent supplement.

HAP is a payment made by your local authority to your landlord and you in turn will pay an assessed contribution to the local authority. The amount of assistance you receive will depend on where you live and your household circumstances. For more visit www.HAP.ie

Whilst HAP has replaced rent supplement as the long-term housing support, you may still be in receipt of or entitled to rent supplement. This payment is administered by the Department of Employment Affairs and Social Protection (DEASP).

The rent cannot exceed set limits based on where you live and your household circumstances. If you are in receipt of rent supplement and experiencing difficulties with paying your rent, you should contact your nearest social welfare office as they may be able to help.

See www.welfare.ie for more. Threshold also works with the DEASP and can apply on your behalf for an enhanced rent supplement payment if you are facing a rent increase and live in the following areas: Dublin, Kildare, Meath, Wicklow, Cork City and its environs and Galway City.

Helping tenants
If your landlord wishes to end your tenancy due to rent arrears:

- Written notice of the rent arrears must be given;
- If after 14 days you do not pay the rent, a minimum of 28 days’ notice of termination in writing may be given.

A landlord cannot forcibly remove you or your belongings from the property, change the locks or cut off your utilities if you are in rent arrears. Such actions are considered an illegal eviction.