RESOLVING PROBLEMS DURING YOUR TENANCY

Minimum standards
Your landlord must by law ensure your property meets minimum standards and carry out repairs for which they are responsible in a timely fashion. The property must be in a proper state of structural repair and free from damp. There must also be:

- Adequate measures to prevent pests and vermin entering the property.
- Suitable safety restrictors on certain windows.
- A separate bathroom.
- Cold water supply and facilities for piped hot water supply.
- Permanently fixed heating appliances, over which you have control, providing effective heating in all habitable rooms.
- A 4-ring hob, oven and grill, fridge and freezer or fridge-freezer, and microwave oven.
- Clothes washing and drying facilities or access to communal facilities.
- Installations for electricity, oil or gas supplies that are safe and in good repair.
- Adequate ventilation and lighting.
- Carbon monoxide detectors
- A fire blanket and fire alarms.
- Access to refuse storage facilities.

Your landlord must also provide you with information about the rented property, services and appliances so that you can operate them correctly.

If your property does not meet minimum standards, you should contact your Local Council which is responsible for enforcing minimum standards in private rented accommodation.

Repairs and maintenance
You should receive an inventory of all the items provided as part of the tenancy. All items provided 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:

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

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

**Routine:** Up to 14 days for repairs, which do not have significant effect on the day to day enjoyment of the tenancy by the tenant. Examples include condensation due to insufficient ventilation, furniture needs to be repaired or replaced.

You cannot withhold the rent to get repairs done. If your landlord refuses to carry out repairs for which they are responsible you can suggest getting the work 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.

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.

If a landlord is selling the property, viewings should be by agreement when you move out, access for purposes of viewed or to rent to other tenants is reasonable and agreed in advance.

Fire or flooding
Fire or flooding can result in disruption to 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.

Additional rights after six months
Once you have rented the same accommodation for six months and have not been given a valid written notice of termination, you automatically acquire additional security called a Part 4 Tenancy.

For tenancies or further Part 4 tenancies created from 2017 on, Part 4 tenancies are extended to 6 years in duration.

Part 4 tenancies can only be ended on specific grounds set out in the Residential Tenancies Act 2004. (For further information, see Threshold’s ‘Ending a Tenancy Leaflet’).

If you have a lease you must notify your landlord between 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 loss incurred.
Rent arrears and problems paying the rent

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 etc. you should get receipts. Inform your landlord immediately if you are having difficulties paying your rent or fall into arrears and try to come up with a solution such as a limited reduction in rent or a repayment plan. Any agreement with your landlord should be realistic and manageable for you. It is advisable to confirm the agreement in writing to avoid confusion at a later stage.

Help with paying your rent

If you are having difficulties in paying your rent, you may be able to apply for Rent Supplement from the Department of Social Protection. This is a means tested payment for which you may be eligible if you are living in private rented accommodation, cannot afford to pay your rent and do not have any other accommodation available to you or your family.

Tenancy Protection Service (TPS)

If you are in receipt of Rent Supplement and facing a rent increase the TPS may be able to make an application for an enhanced payment on your behalf to help keep you in your home. The TPS Protocol is available in the following areas: Dublin, Kildare, Wicklow, Meath, Cork City and environs and Galway City. To access the service free phone 1800 454 454.

Housing Assistance Payment (HAP)

HAP has been rolled out nationally to replace rent supplement as a long term housing support. HAP is administered by your local authority. If eligible HAP will enable you to work and still get assistance with your rent. See www.hap.ie for more information. A refusal to accept you because you are seeking HAP or ending your tenancy because you are seeking HAP may be discriminatory under Equal Status legislation. If this happens you may be able to refer a case to the Workplace Relations Commission see www.workplacerelations.ie

If you are given a notice of termination due to rent arrears

If your landlord wishes to end your tenancy due to rent arrears there is a process they must follow:

- Written notice of the rent arrears must be given and 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.

Rent reviews

A number of areas have been designated as Rent Pressure Zones and rents can only be increased by up to 4% per annum over a three year period. Check with Threshold to see if you are within a Rent Pressure Zone. Your landlord must give you at least 90 days written notice of the amount of the new rent and the date the payment is to start from. Your landlord must provide you with at least three comparable rents for similar properties in your area advertised in the previous four weeks.

You can check rents through the Residential Tenancies Board (RTB) rent index, property websites, local property agents, newspapers etc. which gives an indication of rents being charged in different parts of the country. You can also check property websites, local property agents, advertisements in local papers etc for rent levels.

You should try to negotiate with your landlord around any proposed increase. Use your established tenancy as a reason your landlord should keep you in the property rather than get in a new tenant, link the proposed new rent increase to the carrying out of any outstanding repairs or improvements to the property.

If you cannot reach an agreement and wish to dispute a rent review you can refer the matter to the RTB before it comes into effect.

Making a complaint to the Residential Tenancies Board

It is always preferable to try to resolve problems informally with your landlord or agent. Threshold may be able to give further advice and assistance. Where this is not possible you may be able to submit a dispute application to the Residential Tenancies Board (RTB).

For further help visit www.threshold.ie or phone freephone 1800 454 454

Cork
22 South Mall, Cork
advicecork@threshold.ie

Dublin
21 Stoneybatter, Dublin 7
advice@threshold.ie

Galway
5 Prospect Hill, Galway
advicegalway@threshold.ie

Further information is available on their website www.rtb.ie where you can also submit a dispute online or alternatively contact the RTB for an application form to be posted to you.