**Notice of Termination**

**(Breach of Tenant Obligations)**

**Breach of Tenant Obligations – e.g. Tenant Not Permitting Inspections**

If a tenant breaches his or her obligations under the Acts, then 28 days’ notice need only be given, regardless of the duration of the tenancy. This should be preceded by a warning notice, allowing a reasonable opportunity to remedy the breach if the duration of the tenancy is 6 months or more. Generally no preliminary warning notice needs to be served in respect of a fixed term tenancy if the duration of the tenancy is less than 6 months (a non Part 4 tenancy). Tenants’ obligations are set out in Section 16 of the Residential Tenancies Act 2004.

**For Example: Tenant will not allow an inspection of the dwelling**

A tenant is entitled to peaceable and exclusive occupation of a dwelling. A landlord is entitled to access the dwelling for the purpose of inspection. If a landlord wishes to inspect the dwelling then the landlord must agree a date and time in advance with the tenant. However, if a tenant refuses access to the dwelling, they may be in breach of tenant obligations. A tenant is entitled to a reasonable time to remedy a breach of obligations. A landlord should first write to the tenant, outlining the breach, and request a mutually agreeable time for the inspection. If the tenant does not remedy the breach within the reasonable period specified in the notice, the landlord may issue a 28 day Notice of Termination for breach of tenant obligations. A tenant’s obligation under Section 16(c) is “*to allow, at reasonable intervals, the landlord, or any other person or persons acting on the* *landlord’s behalf, access to the dwelling (on a date and time agreed in advance with the tenant) for the purposes of inspecting the dwelling.*”

**STEP ONE: 14 DAY WARNING NOTICE FOR BREACH OF OBLIGATIONS**

To: **(INSERT NAME)**

As tenants of (Insert Address of Rented Dwelling) you are in breach of your tenancy obligations by failing to allow the landlord or any other person acting on the landlord’s behalf, access to the dwelling (on a date and time agreed in advance with the tenant) for the purposes of inspecting the dwelling.

As of today, the XX/XX/XXXX, you have failed to respond to two requests for access, at a time convenient to you, for the purpose of inspection dated the XX/XX/XXXX and XX/XX/XXXX.

By this notice the Landlord gives you a period of 14 days to remedy the breach of your tenancy obligations. Should you fail to remedy the breach within this period, I am entitled to terminate your tenancy pursuant to Part 5 of the Residential Tenancies Acts 2004 to 2015.

This notice is served on XX/XX/XXXX.

Signed:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**A. N. Other**

Landlord

In order to allow the tenants an opportunity to fix any issues you may have with regard to the property i.e. cleaning, repairs and replacements in excess of normal wear and tear, it is recommended that you carry out an inspection a few days / weeks before the tenants are due to vacate and on the day they vacate the dwelling.

**STEP TWO: NOTICE OF TERMINATION – BREACH OF OBLIGATIONS**

To: **(INSERT NAME)**

Your tenancy of the dwelling at (Insert Address of Rented Dwelling) will terminate on XX/XX/XXXX.

You must vacate and give up possession of the dwelling on or before the termination date.

The reason for the termination of the tenancy is due to the breach of your tenancy obligations. You have failed to allow the landlord or any other person acting on the landlord’s behalf, access to the dwelling (on a date and time agreed in advance) for the purposes of inspecting the dwelling.

You have the whole of the 24 hours of the termination date to vacate and give up possession of the above dwelling.

Any issue as to the validity of this notice or the right of the landlord to serve it, must be referred to the Residential Tenancies Board under Part 6 of the Residential Tenancies Acts 2004 to 2015 within 28 days from the date of receipt of it.

This notice is served on XX/XX/XXXX**.**

Signed:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**A. N. Other**

Landlord

**Please note** - In order to ensure that there is no delay on returning the deposit, I would suggestcarrying out inspections on (INSERT DATE) and (INSERT DATE) at (INSERT TIME). Please let me know if this time is convenient for you.

In respect of a Notice of Termination, for counting purposes Day 1 begins on the day immediately following the date of service of the notice. The RTB recommend that you give additional days when calculating the required notice period to ensure sufficient notice is provided. The following examples give a couple of additional days.