

Part 4 Agreement

On the 1st September 2004, the Part 4 lease came into effect.

- When the landlord and tenant enter into a Part 4 lease, the landlord can terminate the lease in the first 6 months without any specific reason
- Landlords can give 28 days notice to vacate the property in the first 6 months
- After the first 6 months the landlord can terminate the tenancy only in certain circumstances. These are as follows:
 - The tenant does not comply with the obligations of the tenancy
 - The dwelling is no longer suited to the occupants needs (e.g. overcrowding)
 - The landlord wishes to sell the dwelling within the next three months
 - The landlord requires the dwelling for own or family member occupation
 - The landlord intends to refurbish the dwelling
 - The landlord intends to change the business use of the dwelling

A Tenant can terminate a Part 4 Tenancy at any time, provided he/she gives the required notice and complies with the provisions for termination of a Tenancy under the Residential Tenancies Act, which includes the service of a valid **notice of termination**.

At the end of the four years, a new tenancy will commence and the cycle begins again on the same basis as outlined above.

This type of lease would ideally suit a landlord who wants to rent out their family home and intends to move back into their property after a certain period of time.