



Rialtas na hÉireann
Government of Ireland

Part 3 (Residential Tenancies) of the Planning and Development, and Residential Tenancies, Act 2020

Guidance for Landlords and Tenants

1 Introduction

Introduction

Covid-19 has impacted on many people across Ireland, whether as a result of contracting the virus or by temporarily or permanently losing employment as a result of lockdown. The social impacts of Covid-19 have been closely linked to adverse economic impacts.

The Government is acutely aware that Covid-19 is causing and will continue to cause significant harm to the economy, resulting in a substantial increase in unemployment. Many in the residential rental sector face jobs losses, restricting their ability to pay rent and putting tenancies at significant risk of termination. The rise in unemployment has had an adverse impact on the ability of tenants to meet their obligations to pay rent due, which presents an imminent risk that a significant number of tenancies will be terminated by landlords. Any significant increase in the termination of residential tenancies could result in difficulties securing alternative accommodation.

To further assist tenants during the pandemic, the Minister for Housing, Local Government and Heritage, Darragh O'Brien, T.D., has introduced a number of measures through Part 3 (Residential Tenancies) of the Planning and Development, and Residential Tenancies, Act 2020 (the PDRTA).

The PDRTA was enacted on 19 December 2020 to provide for temporary modifications to the operation of the Residential Tenancies Act 2004. During the period from 11 January to 12 April 2021 and subject to certain conditions, a 90 day (rather than the usual 28 days) termination notice period applies, where a tenant is in rent arrears due to Covid-19 and is at risk of losing their tenancy. The earliest termination date allowed in such circumstances is 13 April 2021. Rent increases are prohibited for relevant tenancies until 13 April 2021, with no back-dating allowed.

The aim is to further assist tenants financially impacted by Covid-19, while recognising and balancing the rights of landlords who, equally, may be in financial difficulty during this unprecedented period.

The PDRTA provides that if a tenant's ability to pay rent has been impacted by Covid-19 during the period from **1 August 2020 to 12 April 2021** and a tenant meets specific criteria, then new procedures and protections apply.

This Guidance Document aims to help those working and living in the rental sector to operate the new rental protections under the PDRTA.

This document outlines:

- What happens upon the expiry of the emergency period under the Residential Tenancies and Valuation Act 2020 (the RTVA) on 10 January 2021;
- New rights for tenants and landlords under the Planning and Development, and Residential Tenancies, Act 2020 (the PDRTA) from 11 January 2021;
- What happens where the PDRTA protections do not apply or cease to apply;
- A step-by-step guide to the process from the point where the tenant receives a warning notice or Notice of Termination for rent arrears;
- An overview of all the income and information supports for those unable to pay their rent because they have lost their jobs or have reduced earnings as a result of Covid-19; and
- Guidance for landlords and tenants on how to communicate during these challenging times to try to seek alternative arrangements, such as payment plans to address any potential rent arrears that may arise.

2 The emergency period under the Residential Tenancies and Valuation Act 2020 (the RTVA) ends on 10 January 2021

What happens next?

To benefit from the protections under the RTVA, the last day to make the required tenant declaration to the Residential Tenancies Board (RTB) and to copy it to your landlord is 10 January 2021.

Tenants who made a declaration under the RTVA can also benefit from the protections under the PDRTA until 12 April 2021, subject to the following conditions:

- where a tenant has already being in touch with the RTB for assistance to obtain advices for the Money Advice and Budgeting Service (MABS) and has a working rent payment arrangement in place with his or her landlord, the new PDRTA protections automatically apply. This means that any notice of termination relating to rent arrears under that tenancy cannot take effect before 13 April 2021 and the rent cannot be increased until 13 April 2021;
- where a tenant has not already engaged with the RTB for assistance in obtaining MABS advice in relation to paying their rent due, he or she is required to complete and serve a notice on the RTB by midnight 15 January 2021 to seek such assistance;
- where a tenant has not yet made an arrangement with his or her landlord for the payment of their rent due, he or she is required by midnight 15 January 2021 to complete and serve a notice on the RTB, to seek assistance to get MABS advice **and** to serve a further notice on their landlord to request a consultation to make an arrangement for the payment of the rent due. All notices referred to can be found at www.rtb.ie.

Please note that it is **not** required that the rent payment arrangement be agreed by midnight 15 January 2021.

Tenants are advised to keep copies of correspondence with their landlord and the RTB.

A tenant who posts a notice to the RTB or to their landlord is advised to retain proof that the notice was sent, for example by using registered post. Tenants are also advised to keep a copy/photograph of any notices sent for your own records. If you are sending a notice to the RTB by email, please email: rentarrears@rtb.ie and keep any related acknowledgement letters from the RTB. Copies of all relevant correspondence should be submitted as evidence if a dispute arises.

A tenant can email the notice requesting assistance to seek MABS advice to the RTB at rentarrears@rtb.ie.

Subject to the landlord's consent to the use of electronic correspondence, a tenant can email the notice seeking a consultation on a rent payment arrangement to his or her landlord.

Alternatively, a tenant can use the postal service.

Important Information:

The protections under the RTVA expire on 10 January 2021 or, if later, upon the expiry date of any 90 day notice of termination served under that Act.

The new protections under the **PDRTA** will be available from **11 January 2021 to 12 April 2021** or, if later, upon the expiry date of any 90 day notice of termination served under that Act.

The PDRTA protections do not apply in the following circumstances:

- where on 10 January 2021, a tenant is in rent arrears of an amount equal to 5 months' rent or more; or
- where a tenant does not serve a notice on the RTB seeking assistance to obtain MABS advice.

Where the PDRTA protections do not apply, the usual termination procedures apply with a 28 day notice of termination to be given by a landlord when terminating a tenancy on the grounds of rent arrears.

Please note that landlords also have rights under the new protections under the PDRTA. The new protections cease to apply to a tenant where a landlord makes a declaration under PDRTA, for example, where undue financial hardship would be caused to the landlord

Copies of all relevant correspondence should be retained and submitted as evidence if a dispute arises.

3 Right of landlord to make a declaration under the PDRTA

The protections under Part 3 of the PDRTA cease to apply to a tenant where the landlord serves a written declaration to the RTB, and copies it to the tenant, stating that –

- (i) on the date of making the landlord declaration, the amount of rent owed by the tenant equals the value of 5 months' rent or more; or
- (ii) the tenant has failed or refused to provide the RTB or MABS with information or documentation required for the purpose of the tenant obtaining timely MABS advice; or
- (iii) the tenant has failed or refused to comply with the terms of an agreed rent payment arrangement with the landlord; or
- (iv) the application of the protections under the PDRTA to the tenant would cause **undue financial hardship** to the landlord.

The landlord is required to provide appropriate supporting information in his or her declaration – i.e. information which may be material or relevant to the question of whether or not any of the requirements under (i) to (iv) above are fulfilled. This information may be required if a dispute case is initiated by either party.

Under the PDRTA, **undue financial hardship** would arise for the landlord where –

- (a) he or she is a **relevant person**;

A landlord is a 'relevant person' under the PDRTA if during the period from 1 August 2020 to 12 April 2021, he or she is in receipt of (or was entitled to receive):

- Illness Benefit for Covid-19 absence; or
- the Temporary Wage Subsidy or any other social welfare payment or State support paid as a result of loss of earnings due to Covid-19 (this includes the rent supplement or a supplementary welfare allowance).

or

- (b) the rent in respect of the tenancy is the landlord's sole or main income;

or

- (c) the rented property is subject to a mortgage and the landlord is unlikely to be able to pay that mortgage if the rent due remains unpaid during the period from 11 January 2021 to 12 April 2021.

4 Requirements for tenants to avail of the new PDRTA protections

Where a tenant has not made a declaration under the RTVA on or before 10 January 2021, the new PDRTA protections can apply to a tenant if during the period from 1 August 2020 to 12 April 2021, he or she is in receipt of (or was entitled to receive):

- Illness Benefit for Covid-19 absence; or
- the Temporary Wage Subsidy or any other social welfare payment or State support paid as a result of loss of earnings due to Covid-19 (this includes the rent supplement or a supplementary welfare allowance);

and

as a result is at significant risk of losing his or her tenancy.

To avail of the new PDRTA protections, a tenant meeting the requirements above must:

- fill out the Self-Declaration form declaring that he or she is unable to pay rent due on foot of Covid-19 and is at risk of losing his or her tenancy;
- submit the Self-Declaration form to the RTB and a copy of the form to his or her landlord;
- at the same time, serve a notice on the RTB requesting assistance to obtain advice from the Money Advice and Budgeting Service (MABS); and
- within 5 days of making his or her declaration, serve a notice on his or her landlord seeking a consultation to make an arrangement to pay their rent due.

A tenant can email the Self-Declaration form and the notice requesting assistance to seek MABS advice to the RTB at rentarrears@rtb.ie.

Subject to the landlord's consent to the use of electronic correspondence, a tenant can email a copy of the Self-Declaration form and the notice seeking a consultation on a rent payment arrangement to his or her landlord.

Alternatively, a tenant can use the postal service.

Tenants are advised to keep copies of correspondence with their landlord and the RTB as it may need to be submitted as evidence in the event of a dispute case arising.

A tenant who posts a notice to the RTB or to their landlord is advised to retain proof that the notice was sent, for example by using registered post. Tenants are also advised to keep a copy/photograph of any notices sent for your own records.

The PDRTA protections do not apply in the following circumstances:

- where on 10 January 2021, a tenant is in rent arrears of an amount equal to 5 months' rent or more; or
- where a tenant does not serve a notice on the RTB seeking assistance to obtain MABS advice.

Where the PDRTA protections do not apply, the usual termination procedures apply with a 28 day notice of termination to be given by a landlord when terminating a tenancy on the grounds of rent arrears.

Please note that landlords also have rights under the new protections under the PDRTA. The new protections cease to apply to a tenant where a landlord makes a declaration under PDRTA, for example, where undue financial hardship would be caused to the landlord.

The tenant must include material or relevant information/documentation with the Self-Declaration Form:

Where a tenant is sending a Self-Declaration form to the RTB and the landlord, the tenant must provide such information or copies of documents which may be material or relevant to the question of whether or not, during the period from 1 August 2020 to 12 April 2021, the tenant is in receipt of (or was entitled to receive):

- Illness Benefit for Covid-19 absence; **or**
- the Temporary Wage Subsidy or any other social welfare payment or State support paid as a result of loss of earnings due to Covid-19 (this includes the rent supplement or a supplementary welfare allowance);

and

as a result is at significant risk of losing his or her tenancy.

Where a tenant complies with these obligations (and subject to new landlord rights outlined above): that tenancy cannot be ended before 13 April 2021; the tenant must be provided with a minimum of 90 days' notice to end the tenancy; and their rent cannot be increased in respect of the period from 11 January 2021 to 12 April 2021.

5 | Serving a Self – Declaration Form

The information on the service of a Self-Declaration Form and Offences applies to both landlord and tenant Self-Declaration Forms.

Serving a Self-Declaration Form:

- The landlord or tenant must send the original copy of the Self-Declaration together with copies of the relevant or material information/documentation to the Residential Tenancies Board (RTB) at PO Box 47, Clonakilty, Co. Cork or by email at rentarrear@rtb.ie.
- A true copy of the Self-Declaration Form together with copies of the relevant or material information/documentation must also be sent to the tenant or landlord, as appropriate. The easiest way to serve a true copy is to photocopy the original. On the true copy, please write “*I declare this is a true copy*” in block print and sign and date it.

Offence to serve a Self-Declaration Form that is false or misleading:

- It is an offence punishable by a fine of up to €4,000 and/or imprisonment for up to 6 months to serve a Self-Declaration Form on a tenant/landlord and the RTB which is false or misleading.
- Failure to include information or documentation with the Self-Declaration Form, which is material or relevant, may result in the Self-Declaration Form being held to be false or misleading.

6 What happens where the protections do not apply or cease to apply to a tenant?

Where the new protections under the PDRTA do not apply or cease to apply to a tenant, a landlord may end the tenancy.

The date that a tenancy is ended will differ depending on your circumstances:

- Where the PDRTA protections do not apply, the usual termination procedures apply with a 28 day notice of termination to be given by a landlord when terminating a tenancy on the grounds.
- If a landlord served a Notice of Termination for rent arrears on or before 10 January 2021 and a tenant served a valid Self-Declaration Form under the Residential Tenancies and Valuation Act 2020 (the RTVA), the earliest date that a tenant must provide vacant possession is the date that the protections under the RTVA cease to apply – i.e. on 10 January 2021 or upon the expiry of the 90 day termination notice period, whichever the later.
- If a landlord served a Notice of Termination for rent arrears between 11 January 2021 and 12 April 2021, inclusive, and the new protections under the PDRTA cease to apply, the termination date specified in the Notice of Termination will be re-calculated to the date that falls **10 days after the later of:**
 - The termination date in a Notice of Termination, grounded on rent arrears and served on the same day, where the protections of the PDRTA did not apply – i.e. 10 days after the usual 28 day rent arrears notice period; or
 - The date the protections of the PDRTA ceased to apply to tenant.

Here are two examples:

Example 1:

A landlord served a tenant with a 90-day Notice of Termination as the protections of the PDRTA applied to the tenant. On day 8 of the notice period, the protections ceased to apply to the tenant. The 90-day notice period will now end on day 38, 10 days after the earliest date that could be lawfully specified in the Notice of Termination in the normal manner, which provides for a 28-day notice period for tenancy termination due to rent arrears.

Example 2:

A landlord served a tenant with a 90-day Notice of Termination as the protections of the PDRTA applied to the tenant. On day 30 of the notice period, the protections ceased to apply to the tenant. The 90-day notice period will now end on day 40, being 10 days after the protections of the PDRTA ceased to apply.

7 Step by step guide to rent arrears and the Planning and Development, and Residential Tenancies, Act 2020 (the PDRTA)

The following 10-step process outlines the new rules and requirements under the PDRTA for both landlords and tenants relating to tenancy terminations due to rent arrears during the period of 11 January and 12 April 2021. Failure to adhere to these steps will lead to a Notice of Termination being deemed invalid.

Please note that if the tenant meets the criteria below and subject to the new landlord rights under the PDRTA, he or she is not required to vacate their accommodation before the 13 of April 2021 and is not required to pay an increase in rent during the period up to 12 April 2021.

A tenant meeting the requirements can fill out the Self-Declaration Form at any time and follow the necessary procedures to benefit from the new PDRTA protections.

A landlord meeting the criteria for the new landlord rights under the PDRTA can fill out the Self-Declaration Form at any time and follow the necessary procedures to benefit from the new PDRTA protections. The Landlord Self-Declaration Form can be found here at www.rtb.ie.

Step 1: A landlord must issue a warning notice to the tenant to pay back the rent arrears

Where a tenant has fallen into rent arrears, they should contact their landlord to see if the issue can be resolved or a mutually satisfactory agreement can be reached.

Please see further information and examples of agreement templates to aid tenants and landlords in reaching their own payment plans on www.rtb.ie.

If it is not possible to resolve the issue of arrears, the landlord can proceed to serve a written rent arrears warning notice to give the tenant a **minimum of 28 days to pay the rent arrears**.

A landlord must serve a written rent arrears warning notice; an email or text message will not suffice. The warning notice must set out the full amount of rent arrears owed by the tenant and explain that failure to pay 100% of the rent owed within the time provided will result in a Notice of Termination being served.

The RTB has a sample warning notice for rent arrears on its website to support landlords. The RTB would strongly encourage that you use this notice, which can be found on www.rtb.ie.

Step 2: Landlords must serve a copy of the written rent arrears warning notice to the RTB

Landlords must provide a copy of the 28-day written rent arrears warning notice that was served on the tenant to the RTB. The 28-day period will count from the date that both the tenant and the RTB have received the warning notice, so landlords are encouraged to send both notices at the same time.

Please note that failure to submit a copy of the warning notice to the RTB will invalidate any related Notice of Termination.

Step 3: RTB will write to the landlord and tenant upon receipt of the warning notice

The RTB will write to the landlord acknowledging receipt of the written rent arrears warning notice and will provide information on the new landlord rights under the PDRTA.

The RTB will also write to the tenant confirming that the RTB received a copy of the written rent arrears warning notice that was served on them. In writing to the tenant, the RTB will also provide information on income supports, availability of advice from MABS, a link to the Self-Declaration Form and relevant requirements to benefit from the new protections under the PDRTA.

Step 4: Where applicable, the tenant completes and submits a Self-Declaration Form to the RTB and sends a copy to their landlord and follows the procedures under the PDRTA

The new PDRTA protections are in place from 11 January 2021 to 12 April 2021 (or, if later, until the expiry of any 90 day notice of termination served on the ground of rent arrears during that period).

Where a tenant has not made a declaration under the RTVA on or before 10 January 2021, the new PDRTA protections can apply to a tenant if they follow the procedures and make a Self-Declaration that during the period from 1 August 2020 to 12 April 2021, he or she is in receipt of (or was entitled to receive):

- Illness Benefit for Covid-19 absence; or
- the Temporary Wage Subsidy or any other social welfare payment or State support paid as a result of loss of earnings due to Covid-19 (this includes the rent supplement or a supplementary welfare allowance);

and

as a result is at significant risk of losing his or her tenancy.

Additional procedures for tenants to follow under the PDRTA:

At the same time as making the written Self-Declaration to the RTB, a tenant must serve a notice on the Residential Tenancies Board (RTB) requesting assistance to obtain advice from the Money Advice and Budgeting Service (MABS); and

within 5 days of making his or her Self-Declaration, a tenant must serve a notice on his or her landlord seeking a consultation to make an arrangement to pay their rent due.

A tenant should retain proof that they have served a notice in writing on their landlord and the RTB, for example, postal record slips or emails.

Where the PDRTA protections do not apply

The new PDRTA protections will not apply to a tenant who, on **10 January 2021**, has rent arrears of an amount equal to or more than 5 months' rent.

The new protections will not apply where a tenant does not serve a notice on the RTB seeking assistance to obtain MABS advice.

The new protections shall cease to apply where:

- a tenant has failed or refused to comply with an agreement for payment of rent due under the tenancy.
- a tenant has failed or refused to provide information to the RTB or MABS which may be required for the purpose of MABS providing advice to a tenant.
- the application of the PDRTA protections would cause undue financial hardship to your landlord.

The tenant must include material or relevant information/documentation with the Self-Declaration Form:

Where a tenant is sending a Self-Declaration form to the RTB and the landlord, the tenant must provide such information or copies of documents which may be material or relevant to the question of whether or not, during the period from 1 August 2020 to 12 April 2021, the tenant is in receipt of (or was entitled to receive):

- Illness Benefit for Covid-19 absence; or
- the Temporary Wage Subsidy or any other social welfare payment or State support paid as a result of loss of earnings due to Covid-19 (this includes the rent supplement or a supplementary welfare allowance);

and

as a result is at significant risk of losing his or her tenancy.

Where a tenant complies with these obligations (and subject to new landlord rights outlined above): that tenancy cannot be ended before 13 April 2021; the tenant must be provided with a minimum of 90 days' notice to end the tenancy; and their rent cannot be increased in respect of the period from 11 January 2021 to 12 April 2021.

The tenant must send an original copy of the Self-Declaration Form to the RTB at rentarrears@rtb.ie or PO Box 47, Clonakilty, County Cork. The tenant must also send a true copy of the Self-Declaration to their landlord. A true copy is a photocopy of the original document. However, in order for the document to be a true copy, it must also be signed, dated and state that the document is a true copy.

The RTB recommends use of certified or registered post unless the landlord consents to the declaration being sent electronically. Tenants are strongly advised to keep a copy of the form for their records and as evidence of its submission to the RTB and their landlord. A landlord may dispute the validity of a Self-Declaration via the RTB's Dispute Resolution service.

Once the declaration form is received, the RTB will issue an acknowledgement letter to both the tenant and the landlord.

Step 5: Where a tenant has previously served a Self-Declaration Form under the RTVA in respect of the previous Emergency Period from 1 August to 10 January 2021

As explained above, where a tenant has previously served a valid Self-Declaration Form under the RTVA, a tenant might also need to comply with additional obligations under the PDRTA to benefit from the new protections until 12 April 2021. A tenant might need to fulfil certain obligations by **no later than midnight on 15 January 2021:**

- where a tenant has not already engaged with the RTB for assistance in obtaining MABS advice in relation to paying their rent due, he or she required to complete and serve a notice on the RTB by midnight 15 January 2021;
- where a tenant has not yet made an arrangement with his or her landlord for the payment of their rent due, he or she is required by midnight 15 January 2021 to complete and serve a notice on the RTB and to serve this further notice on their landlord to request a consultation to make an arrangement for the payment of the rent due.

Please note that it is **not** required that the rent payment arrangement be agreed by midnight 15 January 2021.

The tenant should retain proof that they have served a notice in writing on the RTB and their landlord, for example, postal record slips or emails.

Please note that where a tenant has already being in touch with the RTB for assistance to obtain advices for the Money Advice and Budgeting Service (MABS) and has a working rent payment arrangement in place with his or her landlord, the new PDRTA protections automatically apply. This means that any notice of termination relating to rent arrears under that tenancy cannot take effect before 13 April 2021 and the rent cannot be increased until 13 April 2021.

Step 6: RTB to assist tenant in obtaining MABS Advice

As explained above, where a tenant serves a Self-Declaration Form on the RTB, they must also serve a notice in writing on the RTB requesting assistance to obtain advice from MABS. Failure to do this will result in the protections not being applied.

Upon receipt of such a notice from a tenant, the RTB shall assist the tenant in obtaining advice from MABS.

Step 7: Landlord may serve a Self-Declaration Form

The protections under Part 3 of the PDRTA cease to apply to a tenant where the landlord serves a written declaration to the RTB, and copies it to the tenant, stating that –

- (i) on the date of making the landlord declaration, the amount of rent owed by the tenant equals the value of 5 months' rent or more; or
- (ii) the tenant has failed or refused to provide the RTB or MABS with information or documentation required for the purpose of the tenant obtaining timely MABS advice; or
- (iii) the tenant has failed or refused to comply with the terms of an agreed rent payment arrangement with the landlord; or
- (iv) the application of the protections under the PDRTA to the tenant would cause **undue financial hardship** to the landlord.

The landlord is required to provide appropriate supporting information in his or her declaration – i.e. information which may be material or relevant to the question of whether or not any of the requirements under (i) to (iv) above are fulfilled.

Under the PDRTA, undue financial hardship would arise for the landlord where –

- (a) he or she is a relevant person; or
- (b) the rent in respect of the tenancy is the landlord's sole or main income; or
- (c) the rented property is subject to a mortgage and the landlord is unlikely to be able to pay that mortgage if the rent due remains unpaid during the period from 11 January 2021 to 12 April 2021.

A landlord is a 'relevant person' under the PDRTA if during the period from 1 August 2020 to 12 April 2021, he or she is in receipt of (or was entitled to receive):

- Illness Benefit for Covid-19 absence; or
- the Temporary Wage Subsidy or any other social welfare payment or State support paid as a result of loss of earnings due to Covid-19 (this includes the rent supplement or a supplementary welfare allowance).

The landlord must include material or relevant information/documentation with the Self-Declaration Form:

- Where a landlord sends a Self-Declaration form to the RTB and the tenant, he or she must provide such information or copies of documents which may be material or relevant to the question of whether or not the landlord meets the Grounds (i) – (iv) above.

The landlord must send an original, signed and dated copy of the Self-Declaration Form to the RTB at rentarrears@rtb.ie or PO Box 47, Clonakilty, County Cork. The landlord must also post a true copy of the Self-Declaration to their tenant. A true copy is a photocopy of the original document. However, in order for a document to be a true copy, it must also be signed, dated and state that the document is a true copy.

The RTB recommends use of certified or registered post unless the tenant consents to the declaration being sent electronically.

If a landlord Self-Declaration Form is received, the RTB will issue an acknowledgement letter to both the tenant and the landlord confirming receipt.

Step 8: Service of Notice of Termination

- **Landlord who has not received a Self-Declaration form from their tenant:**
If a tenant has not sent the landlord a Self-Declaration setting out that their rent arrears are a direct consequence of Covid-19, the landlord can proceed to serve a Notice of Termination for rent arrears based on the standard 28-day notice period. They can serve this once the 28-day warning notice has expired.

By law, from 1 August 2020, if Notice of Termination are served on tenants who: have not paid rent arrears during the minimum 28-day warning period and have not submitted a Self-Declaration Form to their landlord and the RTB, the notice period to end the tenancy is a minimum of 28 days.

- **Landlord who has received a Self-Declaration Form from their tenant:**
If a tenant has submitted their Self-Declaration Form confirming that Covid-19 has impacted their ability to pay rent, **that tenancy cannot be terminated until on or after 13 April 2021 and the tenant must be given a minimum 90 days' notice.** Please note that it is still open to a landlord to serve a valid Notice of Termination; however, the termination date must be on or after 13 April 2021.

Please also note that where a landlord has received a Self-Declaration Form from their tenant, **no rent increase can take effect until the day after the expiry of the emergency period – i.e. 13 April 2021.**

However, the protections of the PDRTA may not apply in certain circumstances where the tenant has not complied with their obligations (discussed above at Step 4 and 5). It is also open to a landlord to serve a Self-Declaration Form where they meet the requirements of the PDRTA (discussed above at Step 7).

Step 9: Landlords must serve a copy of the Notice of Termination to the RTB

A landlord must also send a copy of the Notice of Termination they have served on their tenant for rent arrears to the RTB (by email to rentarrears@rtb.ie or by post) on the same day they serve it on their tenant. Please note that if the landlord does not send the copy of the Notice of Termination to both the tenant and RTB, the Notice of Termination will be invalid.

Sample Notice of Termination for rent arrears can be found on www.rtb.ie.

Step 10: RTB will contact the tenant informing them of their resolution options

Upon receipt of the Notice of Termination for rent arrears, the RTB shall notify the tenant in writing of his or her right to refer a tenancy termination dispute to the RTB for resolution within 28 days of receipt of the Notice of Termination. Tenants will also be reminded of their rights and responsibilities under the Residential Tenancies Act 2004, as amended regarding rental payments.

Tenants should ensure to keep copies of notices received, a copy of the Self-Declaration Form and proof that it was issued to their landlord and to the RTB. Tenants should also keep copies of the notice served on the RTB to receive advice from MABS, any relevant MABS advice, and the notice served on their landlord seeking to consult for the purpose of entering an agreement to pay rent arrears.

For copies of the notices mentioned above, information and support on the new steps, please visit www.rtb.ie.

8 Available Income Supports

The Department of Social Protection (D/SP) has introduced income support measures to help those who have seen their salaries reduced or terminated.

Enhanced Illness Benefit

When a worker is told to self-isolate / restrict movements by a doctor or the HSE due to being a probable source of infection or has been diagnosed with COVID-19 (Coronavirus) by a doctor, they can apply for an enhanced Illness Benefit payment of €350 per week.

All employees (other than some public sector employees who pay a modified rate of social insurance) and self-employed, including non-nationals and people living in Direct Provision, are entitled to claim and receive the enhanced COVID-19 Illness Benefit payment where conditions are met.

To be eligible for this payment a person **must** be confined to their home or a medical facility. To receive the enhanced payment, you must be:

- self-isolating/restricting movements on the instruction of a doctor or the [HSE](#) due to being a probable source of infection or diagnosed with COVID-19 (Coronavirus)

and

- absent from work and confined to your home or a medical facility

An Illness Benefit claim form must be submitted (on line or by post) and a Certificate of Incapacity for Work must be provided by your GP or relevant HSE documentation provided.

To receive the enhanced payment, a person must also be:

- aged between 18 and 66 years **and**

if employed

- have at least one paid qualifying social insurance contribution in the four weeks immediately before claiming the payment and

- have a contract of employment (if an employee)

if self-employed

- worked immediately before applying for the enhanced payment and will have reckonable income in the current contribution year

A person who is ill for another reason and cannot work should apply for standard Illness Benefit. This requires a Certificate of Incapacity for Work and the submission of an application form (IB1).

There are no waiting days for the Enhanced Illness Benefit payment which means that if a person qualifies for payment, it is paid from day one of their illness as certified by their doctor.

The Government has urged all employers to continue, as a minimum, to pay employees who cannot attend work due to COVID-19 illness or self-isolation, the difference between the enhanced Illness Benefit rate and their normal wages. Employers are also being asked to consider a range of flexible working arrangements with their employees such as:

- Compassionate leave;
- Allowing the employee to work remotely;
- Allowing the staff member to 'work-up' any time taken at a future date;
- Allowing the employee to avail of annual leave entitlements;
- Rearranging parental leave.

More information on this is available [here](#).

Pandemic Unemployment Payment (PUP)

Employees who are laid off temporarily without pay due to a reduction in business activity, can apply for the COVID-19 pandemic unemployment payment. Employees who are put onto short-term working by their employer due to a reduction in business activity related to COVID-19 may apply for a Short-Term Work Support payment.

The COVID-19 Pandemic Unemployment Payment is available to employees and the self-employed who have lost their job on or after 13 March due to the COVID-19 pandemic. Applications will now be accepted until the 31 March 2021.

The COVID-19 Pandemic Unemployment Payment will be in place until April 2021.

How to qualify

A person can apply for the COVID-19 Pandemic Unemployment Payment if they:

- are aged between 18 and 66 years old **and**
- are currently living in the Republic of Ireland **and**
- have lost your job due to the COVID-19 pandemic **or**
- have been temporarily laid off due to the COVID-19 pandemic **or**
- were self-employed and your trading income has ceased or reduced to €960 over a rolling 8 week period due to COVID-19 (You must be available to take up full-time employment) **and**
- are not in receipt of any income from an employer **and**
- are genuinely seeking work

The payment also applies if the person:

- worked in the Republic of Ireland or were a cross border frontier worker **or**
- is a non-EU/EEA worker who has lost employment due to the COVID-19 pandemic **or**
- is a student (or a non-EU/EEA student) who has lost employment due to the COVID-19 pandemic **or**
- is living in Direct Provision and have lost employment due to the COVID-19 pandemic **or**
- is a part-time worker
- Full details are available [here](#)

Rent Supplement

Rent supplement continues to play a key role in supporting families and individuals in private rented accommodation. The scheme provides short-term income support to eligible people living in private rented accommodation whose means are insufficient to meet their accommodation costs and who do not have accommodation available to them from any other source. The scheme ensures that for those who were renting, and due to temporary loss of employment, can continue to meet their rental commitments.

Details on how to apply are available on the Department of Social Protection page of the Government of Ireland website [here](#).

Revenue Support

For information on Covid-19 Supports, please visit the website of the Revenue Commissioners at www.revenue.ie

This information includes details of the Temporary Wage Subsidy Scheme, which operated until 31 August 2020, and of the Employment Wage Subsidy Scheme.

Other Advice and Financial Supports

Threshold

With Government funding, the national housing charity, Threshold, operates the Tenancy Protection Service (TPS). The TPS is a national service providing advice and support to households living in private rented accommodation who are experiencing tenancy problems, including where a tenancy is at risk of termination. The TPS seeks to protect existing tenancies and keep tenants in their homes. The TPS operates a free helpline - 1800 454 454 - available from Monday to Friday, 9am to 9pm. Further information is also available at www.threshold.ie.

MABS

Any landlord or tenant facing financial difficulty can speak to MABS, the State's Money Advice and Budgeting Service. Funded and supported by the Citizens Information Board, MABS provides free, confidential and independent advice to people in debt or at risk of getting into debt. MABS works with people who have all types of personal debt, and many MABS clients will have multiple types of debt. MABS will look at a client's situation as a whole, seeking to find the best solution for that client. For more information on what MABS can do, office locations and contact details visit mabs.ie. Money advisers are available on our online chat facility or by calling the national MABS helpline on 0761 07 2000.

Talk to your Bank or Credit Provider

Any landlord facing potential difficulties in making loan repayments because of COVID-19 is advised to contact their bank or credit servicer as early as possible. All of the existing protections for customers who face actual or potential financial difficulties continue to apply. Banks, retail credit and credit servicing firms introduced 6-month payment breaks on mortgages, personal loans and business loans for some business and personal customers affected by COVID-19.

Abhaile

Landlords can also contact Abhaile, the State-funded mortgage arrears support scheme. Abhaile provides access to free financial and legal advice and support for people in long-term mortgage arrears and at risk of losing their home. Call the MABS Helpline on 0761 07 2000, Monday to Friday, from 9am - 8pm or visit mabs.ie/abhaile for more information.

Citizens Information

The Citizens Information Service (CIS) provides comprehensive information on public services and on the entitlements of the citizens of Ireland. Funded and supported by the Citizens Information Board (CIB), it also provides information, advice and advocacy on a broad range of public and social services.

The Citizens Information website, citizensinformation.ie, provides comprehensive information on public services and on the entitlements of citizens in Ireland. Information is gathered from various government departments and agencies and presented in an easy-to-understand way. The site has been specially designed around the needs of users for those times in life when they need information about their rights and how to apply for State services in Ireland.

Information is also available from the Citizens Information Phone Service (CIPS) by calling 0761 07 4000, Monday to Friday, 9am - 8pm. A national call back service is available by visiting citizensinformation.ie/callback to request a phone call from an information officer.

Please note, that in line with Government guidance and COVID-19, the drop-in services of both MABS and CIS are by appointment only and limited to offices that can implement the necessary protective measures. Visit citizensinformation.ie or mabs.ie for the latest information.

9 Basic Guidance for Landlords and Tenants Facing Rent Arrears

In addition to the new provisions introduced in Part 3 – Planning and Development, and Residential Tenancies, Act 2020 (the PDRTA) and the need to follow the procedures under that Act to benefit from its protections, the following general advice is offered to tenants and landlords. When rent goes unpaid, also known as rent arrears, this can be a very difficult and distressing situation for both landlords and tenants. When this situation arises the most important thing to do is talk to each other. It is possible for landlords and tenants to come to an agreement between themselves to manage rent arrears, which could include a payment plan to manage the arrears whilst also committing to future rent payments as they fall due. Or, landlords may consider a reduction in rent or rent deferral plan to support tenants in ensuring that they continue to meet their rental obligations. Below are some suggested tips on how to approach these discussions.

Talk as early as possible

Tenants and landlords are encouraged to communicate as soon as any issues around paying rent arise. If you would like to discuss a payment plan, select a day and time that will suit both parties. Come prepared to the discussion with key points you would like to discuss.

Before you talk

Consider your personal financial situation and what you could offer. Tenants should consider a proposal for how they could clear any existing arrears whilst also continuing to pay their rent in full. Landlords should consider whether there is an amount of arrears that could be waived either partially or in full; or whether there is an amount of arrears that could be paid over time via instalments, along with the tenant paying the upcoming rent payments as normal.

Through working together, the tenancy and relationship can be sustained. It is important to follow the procedures under the PDRTA to benefit from its protections.

Things to Remember

It is important both parties consider the issues that the other person may face, and what you can do to help. Tenants and landlords are encouraged to be kind and patient during these discussions. Stick to the agreed times and give each other the opportunity to share their key points. If you are unable to make your agreed discussion time, let the other person know as early as possible.

If you are a tenant:

- It is important that you follow the procedures under the PDRTA.
- Consider how you can pay your rent going forward whilst also clearing some or all of the arrears and be prepared to discuss your situation openly with your landlord.
- Share information about any change in your financial situation with your landlord, such as reduced income from loss of job or reduced work hours.
- Do not agree to a figure you know you cannot afford.
- Can you provide reassurance or documentation to illustrate you can meet agreed rental payments going forward?
- Remember the rent that you pay your landlord is his or her income and they may not be able to have their income reduced by the amount that you are seeking.
- Have a start and end date in mind as part of your rent arrears payment plan. Make sure you consider other factors including employment that may affect your ability to pay rent.

If you are a landlord:

- It is important that you follow the procedures under the PDRTA.
- Consider your relationship with the tenant to date, has it been positive and is it a tenancy that you would like to continue?
- Consider the benefits of keeping a tenant in place compared to the cost and uncertainty of changing tenants during this time.
- If your tenant has fallen into arrears since the COVID-19 emergency commenced, is there an amount either in full or partially that you could waive?
- If your tenant is struggling to meet the full rent amount each month, could you afford to accept either a temporary rent reduction or rent deferral?
- Consider if you wish for the rent amount to remain as is or if you would be open to a rent reduction moving forward?
- If an agreement on rent arrears or future rent amounts is made, please ensure to use the templates on www.rtb.ie.

After your talk

If an agreement is reached outlining a payment plan to deal with rent arrears, a future reduction in the rent amount or a rent deferral, it is important that you are clear on exactly what is being agreed.

Remember, if you signed a tenancy agreement at the start of the tenancy, that is a legally binding document between both parties. Any agreement you reach in relation to rent will only change those specific terms. Your other responsibilities as agreed in the tenancy agreement remain.

7.1 RTB Supports and Services

Payment Plan Templates

The RTB has templates available on www.rtb.ie to provide suggested wording to landlords and tenants to support a payment plan to manage existing arrears either in full or partially. The templates set out wording for how landlords and tenants can work together to determine how they can pay off the outstanding arrears whilst also continuing to pay any upcoming payments in full.

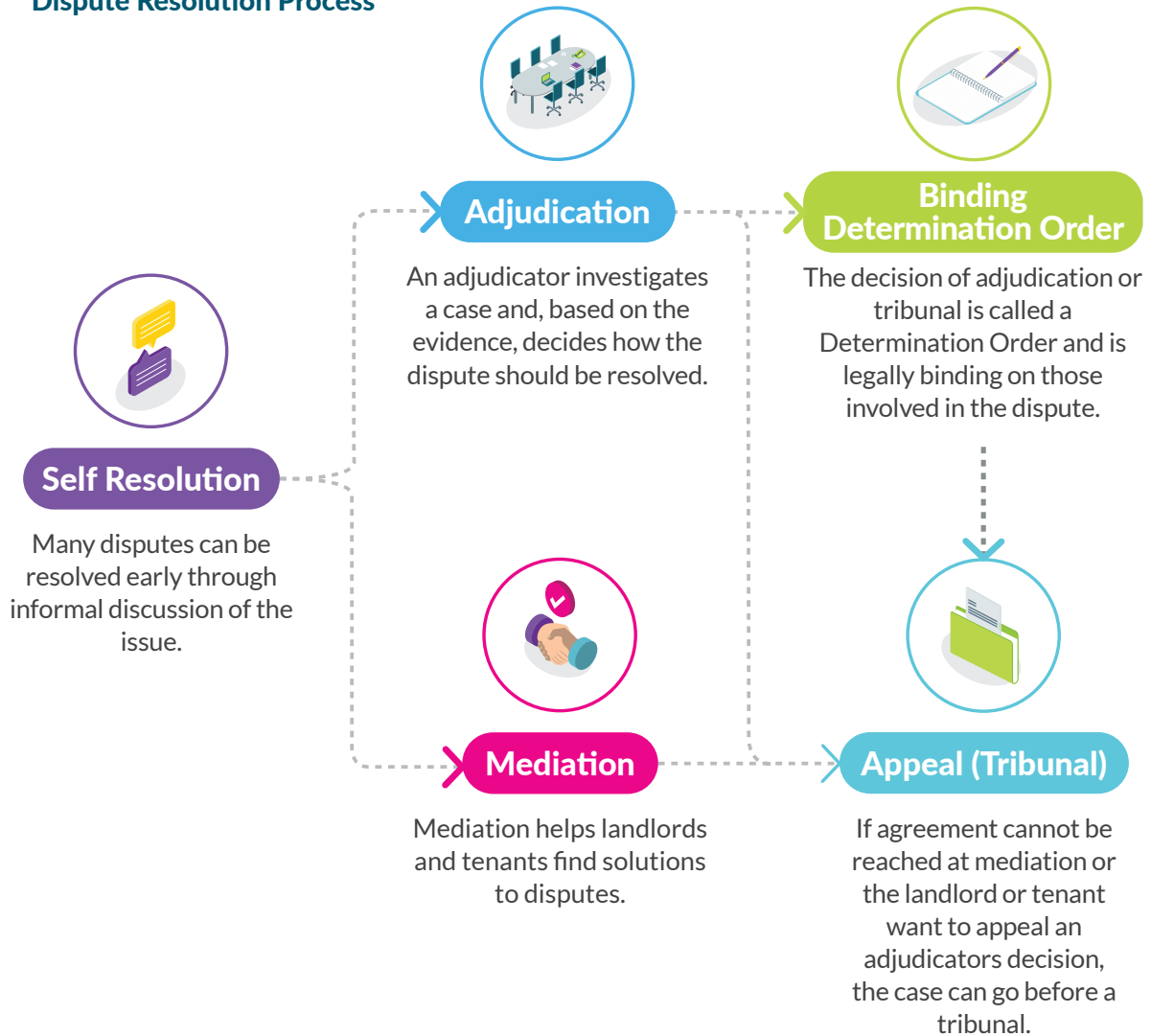
Signing up to a payment plan provides landlords and tenants with the comfort that the money will be paid whilst also offering security to the tenant that they can remain living in their home.

RTB Disputes Resolution Services

If you are still unable to resolve your tenancy related issues, you can apply for dispute resolution with the RTB at www.rtb.ie. The RTB would also advise that parties use the online dispute application services during this time as it is the fastest and most convenient manner to apply for dispute resolution.

The RTB offers a free telephone mediation service with a high success rate for agreements. Whilst some Dispute Resolution Services have been affected as face-to-face hearings have been unable to take place due to health restrictions, telephone mediation continues to be a quick and confidential way of resolving a dispute. The RTB hopes that the new templates will support landlords and tenants reaching agreements themselves without having to use the dispute process; however, if the support of a mediator is required the RTB can assist. For more information, visit www.rtb.ie.

Dispute Resolution Process



For more information or to speak to an RTB Customer Service agent, the RTB operates its call centre from **9am to 5pm**. Where possible, customers are requested to use online services such as webchat and email, as there may be some delays on phone lines. For email contacts for all RTB Business Units and access to the RTB webchat facility, please visit the RTB website [here](#).



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