



Rialtas na hÉireann
Government of Ireland

Guidance Document on COVID-19

Supports for Landlords and Tenants

1 Emergency Measures in the Public Interest (COVID-19) Act 2020

1.1 Introduction

With effect from Friday, 27 March 2020, new emergency measures were introduced into law to protect tenants during the COVID-19 emergency period. Tenants cannot be forced to leave their rental accommodation, other than in exceptional circumstances, during the COVID-19 emergency period. These emergency laws have been extended by Government Order to 20 July 2020.

- A notice of termination cannot be served during the COVID-19 emergency period. All notices of termination which were served before the emergency period are paused and tenants, in general, cannot be obliged to leave their rented accommodation during this time.
- All notices of rent increase, which were served before the emergency period and were due to take effect during this period, are paused. While tenants are obliged to continue to pay rent during the COVID-19 emergency period, landlords are not permitted to increase the amount of rent payable during this period.

COVID-19 presents significant challenges for both landlords and tenants over the coming months as a result of self-isolation, confirmed medical diagnosis and/or a reduction in working hours or loss of employment. The Minister for Housing, Planning and Local Government, Eoghan Murphy T.D., the Department of Housing, Planning and Local Government, the Residential Tenancies Board (RTB) and stakeholders have been working together to find solutions to address these ever-evolving challenges. This guidance document sets out the emergency measures introduced into law on 27 March 2020, along with the related income and other supports being provided to support tenants and landlords during the emergency period. In addition, support for buy-to-let mortgage holders with tenants affected by COVID-19 will be provided by the banking sector, including mortgage repayment breaks of up to 3 months.

The following will apply during the emergency period, which has been extended until 20 July 2020:

- Tenants are obliged to continue to pay rent during the COVID-19 emergency period.
- Landlord obligations in relation to the property and the tenant also remain unchanged during the emergency period.
- Landlords are encouraged to engage proactively with their tenants during the emergency period.
- Tenants are encouraged to engage with their landlords and the Department of Employment Affairs and Social Protection at their earliest opportunity if they cannot afford to pay their rent.
- Income supports and Rent Supplement are available for those struggling with payments (further information on these supports is listed on page 5).

- Where a tenant has been notified in writing by the landlord that an amount of rent due has not been paid, for tenancies of less than 6 months duration, the tenant will have 28 days (increased from 14 days) to pay the arrears before the landlord can take any further action. This is to allow time for the tenant to arrange for income support to be put in place. Thereafter, if the tenant and landlord are unable to agree an approach to arrears, the landlord cannot issue a notice of termination during the emergency period.

1.2 Emergency Legislation

Under the Emergency Measures in the Public Interest (COVID-19) Act 2020, the Government introduced additional supports and protections for renters, beyond the income supports already agreed with the Department of Employment Affairs and Social Protection.

The Act provides for the following amendments to the Residential Tenancies Act 2004 – 2019 and will operate from 27 March 2020 until 20 July 2020. Provision has been made for the Government to extend this period, if necessary. Below is an overview of what the emergency legislation includes:

1. A notice of termination cannot be served during the COVID-19 emergency period.
2. Where a notice of termination was served before the emergency period, it cannot take effect until the emergency period has ended (unless the termination was based on Ground 1 – tenant breach of obligations – **and** the underlying breach of obligation is confirmed by the RTB through a Determination Order; the process for obtaining a Determination Order generally takes 16 weeks; however, these timelines may be extended arising from the need for social distancing).
3. The effect of this Act is to stop the clock on any notice of termination already served.
For example, a tenant with a 2 month notice period remaining on the first day of the COVID-19 emergency period under this Act, will still have a 2 month notice period remaining at the end of the COVID-19 emergency period.
4. For tenancies of less than 6 months duration, a tenant will now have 28 days, increased from 14 days, from receipt of the rent arrears warning from a landlord to pay overdue rent.
5. Rent increases are prohibited during the period but rent decreases can be implemented. Outside of the usual rent review cycle, temporary reductions in rent can be implemented on an informal basis by agreement between the two parties.
6. The Act had initially defined the COVID-19 emergency period to be of 3 months' duration, ending on 27 June 2020. However, a Government Order has extended the end of the emergency period to 20 July 2020.
7. The requirement for the RTB to conduct hearings in public is removed for the duration of the emergency period.
8. Tenants who have been legally evicted may remain in their accommodation, while continuing to pay rent and continuing to observe the normal terms and conditions of their lease. However, where the RTB determines a dispute in favour of the landlord, a termination may take place.
9. The emergency legislation states (Section 5(7)) that all proposed evictions are prohibited. It is understood that the intent of this provision is to address arrangements which are often described as Rent-a-Room and "Digs" style accommodation. Landlords and tenants in such circumstances are asked to show forbearance and support for each other during the emergency period and, where possible, and having regard to the precautions necessary to tackle COVID-19, to avoid termination of accommodation arrangements.

1.3 Practicalities of counting the notice period

If a notice of termination was served before the emergency legislation was introduced, any day that falls within the emergency period does not count towards the notice period. This means that the notice period is paused in time for the duration of the emergency.

The amount of notice required to end a tenancy depends on how long the tenant has lived in the property:

- For tenancies of less than 6 months, the notice period is 28 days
- For tenancies of more than 6 months, but less than 1 year the notice period is 90 days
- For tenancies of more than 1 year, but less than 3 years the notice period is 120 days
- For tenancies of more than 3 years, but less than 7 years the notice period is 180 days
- For tenancies of more than 7 years, but less than 8 years the notice period is 196 days
- For tenancies of 8 years or more the notice period is 224 days

For example, where a tenancy has been in place for between 7 and 8 years, the tenant has 196 days to vacate the property. If a notice of termination was issued on 1 January 2020, the tenancy would normally end on 15 July 2020. With the introduction of emergency legislation, the notice period is paused from 27 March 2020 for the duration of the emergency period (currently until 20 July 2020), and the tenancy would end on 15 October 2020. If the emergency period is further extended, then the notice period will also extend by the same amount of time.

1.4 What do I do if I am concerned about a notice of termination during the emergency period?

Notices of termination cannot be issued during the emergency period. Landlords who issue a notice of termination during the emergency period are in breach of the legislation. Tenants receiving a notice of termination during the emergency COVID-19 period, should contact the RTB to prevent the termination from proceeding. The RTB is encouraging all customers to contact them via their web chat service by clicking [here](#), as there may be delays to their phone lines during the emergency period.

2 | Income Supports

The Department of Employment Affairs and Social Protection (DEASP) has introduced the COVID-19 [pandemic unemployment payment](#) and additional income support measures to help those who have seen their salaries reduced or terminated.

2.1 Enhanced Illness Benefit

- The 6-day waiting period for enhanced Illness Benefit will not apply to anyone who has COVID-19 (Coronavirus) or is in medically-required self-isolation;
- The personal rate of the enhanced Illness Benefit is €350 per week for a maximum of 2 weeks of medically-required self-isolation or for the full duration of absence from work following a confirmed diagnosis of COVID-19;
- The normal social insurance requirements for [Illness Benefit](#) will be changed;
- Workers receiving enhanced Illness Benefit payment who still face financial distress can apply for additional emergency income support, in the form of [Supplementary Welfare Allowance](#) (based on a means test).

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.

2.2 Supplementary Welfare Allowance

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. Workers who are laid off temporarily or put on short-term working and who still face financial distress can apply for additional emergency income support, in the form of [Supplementary Welfare Allowance \(based on a means test\)](#). More information on this is available [here](#).

2.3 Rent Supplement

These approaches complement existing schemes such as Rent Supplement, which are also available to those affected.

Rent Supplement is a means-tested payment for certain people living in private rented accommodation who cannot provide for the cost of their accommodation from their own resources. It is available as a short-term income support to those in the private rented sector. In view of the difficulties created for many in the private rented sector who have lost significant employment income, the Department of Employment Affairs and Social Protection will use the full flexibility of the scheme to provide the necessary support.

The Department of Employment Affairs and Social Protection is also adapting the application process for Rent Supplement to ensure that claims can be processed as efficiently as possible, including:

- Assigning additional resources, including those redeployed from elsewhere in the civil service, where necessary;

- Revising the form and working towards facilitating online applications; and
- Simplifying the process to ensure compliance with HSE guidelines and avoiding face-to-face contact.

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

2.4 Revenue Support

Revenue is operating a Temporary Wage Subsidy Scheme, which enables employees, whose employers are affected by the pandemic, to receive significant supports directly from their employer.

The operation of the Temporary Wage Subsidy Scheme is available to employers who keep employees on the payroll throughout the COVID-19 pandemic, meaning employers can retain links with employees for when business picks up after the crisis. Additionally, the operation of the scheme is helping to reduce the burden on the Department of Employment Affairs and Social Protection (DEASP) which is managing the other COVID-19 related payments. For more information please visit the Revenue website [here](#).

2.5 Other Supports

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.

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 have introduced 3-month payment breaks on mortgages, personal loans and business loans for some business and personal customers affected by COVID-19.

3 Existing Tenancy Protections

It is important to note the tenancy protections that are already in place in law. These cover a number of areas including:

3.1 Security of tenure for tenants where longer termination notice periods are in place.

Duration of a tenancy	Landlord notice period
Less than 6 months	28 days
Not less than 6 months, but less than one year	90 days
Not less than one year, but less than three years	120 days
Not less than three years, but less than seven years	180 days
Not less than seven years, but less than eight years	196 days
Not less than eight years	224 days

3.2 Restrictions on how a tenancy can be ended.

Tenancies can be ended under the following six grounds:

- The tenant has breached their responsibilities.
- The property is no longer suited to the tenant's needs.
- Landlord or landlord's family member wants to live in the property.
- Landlord wishes to sell the property.
- Landlord wants to substantially refurbish the property.
- The use of the property has changed.

These grounds have effectively been suspended by the emergency legislation enacted on 27th March 2020, which prohibits landlords from serving a notice of termination on tenants during the emergency period, with a very limited number of exceptions requiring an RTB Determination Order.

3.3 Protections for students in Student Specific Accommodation.

Student Specific Accommodation came under the RTB's remit on 15 August 2019. This means that all landlords, licensors, tenants and licensees have rights and responsibilities under rental law. Rent Pressure Zone rules apply (see below) and registered landlords/licensors and all students in Student Specific Accommodation have access to the RTB's Dispute Resolution Services.

3.4 Rent Pressure Zones (RPZs) restrict the amount of a rent increase to 4% per annum.

All RPZs can be found on the RTB website [here](#). These restrictions will be applicable after the emergency period has ended. For the duration of the emergency period, no increase in rent is permitted.

The RTB has enforcement powers in the event of a breach of the Rent Pressure Zone measures and tenancy termination rules. If you suspect a landlord has been or is in breach of RPZ rules or tenancy termination rules, please contact the RTB Investigations and Sanctions unit by emailing investigations@rtb.ie.

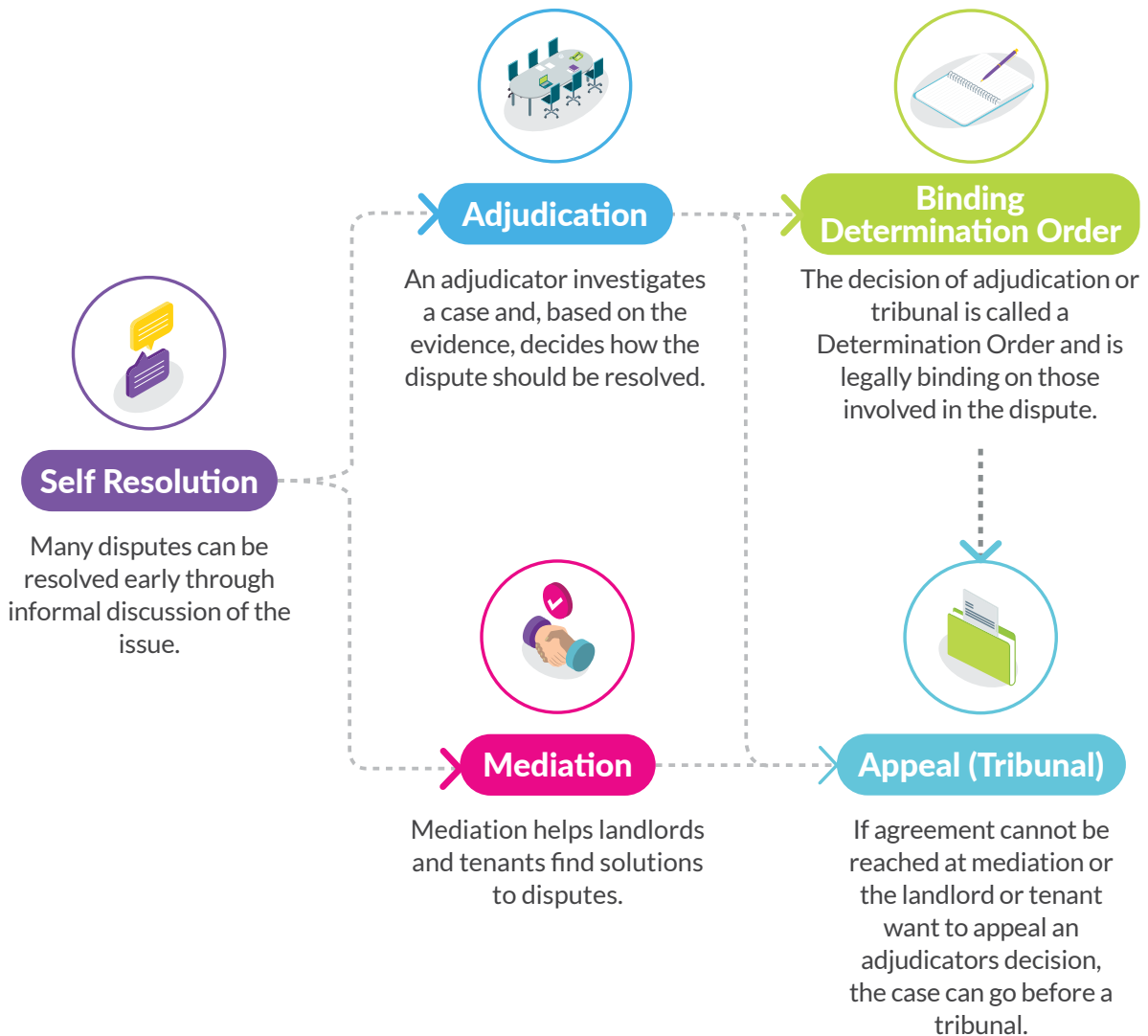
3.5 RTB Services and Supports

The RTB is operating its call centre from 9am to 5pm during the emergency period. Where possible customers are requested to use online services such as webchat and email, as far as possible, as there may be some delays on phone lines. For email contacts for all RTB Business Units and access to the RTB web chat facility, please visit the RTB website [here](#).

Customers are also being asked to use [online](#) tenancy registration instead of paper applications as the RTB will no longer be able to process paper applications during this time. For those who need to lodge a dispute resolution application, the RTB would also advise that parties use the online [dispute application](#) services. However, if you require a paper application form to lodge a dispute resolution case, the RTB would ask that you contact disputes@rtb.ie with your name and address and they will send it to you.

Dispute Resolution Process

Landlords and tenants have a number of options to resolve disputes should they arise.



4 Existing Legislative Supports

4.1 Unlawful Termination of Tenancies

An unlawful termination of tenancy, also known as an illegal eviction, may occur where a landlord, through force, intimidation or otherwise (such as cutting off utilities, changing the locks etc.) denies a tenant from accessing a rented dwelling or removes the tenant's belongings from the dwelling. The unlawful termination of a tenancy is a significant concern and one which the RTB takes very seriously. The RTB prioritises applications citing unlawful termination of tenancy.

Please be aware that carrying out an illegal eviction can result in damages of up to €20,000 being awarded to the tenant. The RTB can seek an injunction from the high court to reinstate the tenant and will continue to prioritise these cases during the emergency period. For more information, please visit the RTB website [here](#). If you have been illegally evicted, please contact the RTB by visiting their website and availing of the web chat facility [here](#) or emailing disputes@rtb.ie.

4.2 Landlord & Tenant Rights & Responsibilities

There a number of rights and responsibilities that landlords and tenants should be aware of relating to minimum standards of rental accommodation, deposits, setting and payment of rent and ending a tenancy. A full overview can be found in the RTB's Good Landlord Tenant Guide [here](#). Landlords and tenants need to keep lines of communication open, be mindful of the challenges arising as a result of this COVID-19 emergency period. If an issue arises that cannot be resolved there is information, templates and dispute resolution services available through the RTB website [here](#).