



## Updated Information for Landlords and Tenants

Emergency Covid-19 Legislation ended on 2<sup>nd</sup> August 2020.

New rent arrears measures introduced 1<sup>st</sup> August 2020.

### What do landlords & tenants need to know now that the emergency Covid-19 legislation has ended?

#### 1. RENT LEVELS ARE NO LONGER CAPPED UNLESS THE NEW RENT ARREARS MEASURES APPLY TO YOUR TENANCY.

- New rent measures are now available to support tenants who have been financially impacted by Covid-19. There have been changes to the notice periods for both the warning letter and Notice of Termination and all notices must now be copied to the RTB. Please ensure to familiarise yourself with the new rules on [www.rtb.ie](http://www.rtb.ie) and on page 10 of this document.
- If the new rent arrears measures do not apply to your tenancy, then rent increases are now permitted to take place. If a rent review notice was served during the period of the emergency legislation and the date it was due to take effect has passed, the new rent amount is now due to be paid going forward.
- A rent decrease is allowed, whether the rent review notice was served before or during the period of the Covid-19 emergency legislation.
- Tenants were always required to pay rent to their landlord during the period of the emergency legislation. New rent arrears processes and supports have been introduced with new protections for tenants who have been impacted financially by Covid-19. More information on these measures can be found on [www.rtb.ie](http://www.rtb.ie) and on page 10 of this document.

#### 2. TENANCY TERMINATIONS ARE NOW PERMITTED.

- Tenants do not have to leave their rental accommodation if the new rent arrears protections apply to them and all the steps as outlined on [www.rtb.ie](http://www.rtb.ie) and page 10 of this document have been adhered to. However, all other Notices of Termination are now permitted to be served and tenants must vacate on the termination date following receipt of a valid Notice of Termination.

- **All Notices of Termination which were served before the emergency Covid-19 legislation commenced were paused and the remaining notice period will now recommence from 2<sup>nd</sup> August, being the date that the emergency legislation ended.**
- **Carrying out an illegal eviction, which includes prohibiting access to the property or making the property uninhabitable by disconnecting services, can result in damages of up to €20,000 being awarded to the tenant. The RTB can seek an injunction from the Courts to reinstate the tenant and will continue to prioritise these cases during the emergency period.**

## FREQUENTLY ASKED QUESTIONS

### ENDING A TENANCY & NOTICES OF TERMINATION

#### **Can I now serve my tenant with a Notice of Termination?**

Yes, a landlord is now permitted to serve a Notice of Termination.

Please note that new rent arrears measures have been introduced to support tenants who have been impacted financially by Covid-19. A step by step guide explaining all the new processes and new responsibilities can be found on [www.rtb.ie](http://www.rtb.ie). The rent arrears warning notice period has been increased to 28 days and all rent arrears Notices of Termination must now be served on the RTB.

Information on the new rent arrears processes and obligations can be found on [www.rtb.ie](http://www.rtb.ie) or on Page 10 of this document.

Sample warning notices can be reviewed on the RTB website [www.rtb.ie](http://www.rtb.ie).

#### **I served my tenant with a Notice of Termination and the notice expired before the emergency Covid-19 legislation commenced, but my tenant has still not left the property. Does my tenant have to leave the rental property?**

If a tenant is still living in the rental property and has failed to leave on the termination date that was written on the Notice of Termination, and the landlord still requires the property back, the landlord must lodge a dispute resolution case with the RTB. The RTB will then determine the validity of the served Notice of Termination. Dispute resolution cases can take in excess of 16 weeks to conclude.

If the Notice of Termination is found to be valid by the RTB, then the tenant would have to leave the rental accommodation.

Sample Notices of Termination can be reviewed on the RTB website, [www.rtb.ie](http://www.rtb.ie), and information on the current RTB Dispute Resolution Service can be found on page 13.

#### **I had already served my tenant with a Notice of Termination before the emergency Covid-19 legislation commenced and the tenancy termination date was during the period of the emergency legislation. Is the tenant now required to leave the rental property?**

All Notices of Termination issued prior to the start of the emergency legislation, where the tenancy termination date fell during the period of emergency legislation, were paused.

If a landlord served a Notice of Termination before the emergency legislation commenced, any days that fell within that period do not count towards the required notice period. For example, where the notice period is 28 days, and 8 days have elapsed before the beginning of the emergency legislation (27<sup>th</sup> March) then, on conclusion of the emergency legislation, 2<sup>nd</sup> August 2020, the tenant will now have a further 20 days' notice before s/he has to leave their rental accommodation.

Please note that the earliest a tenant is expected to vacate a rented dwelling is 10<sup>th</sup> August 2020. If your Notice of Termination was due to expire prior to the 10 August, the tenant is permitted to remain until on or after that date.

Sample Notices of Termination can be reviewed on the RTB website, [www.rtb.ie](http://www.rtb.ie), and information on the current RTB Dispute Resolution Service can be found at the end of this document.

### **My tenant fell into rent arrears (has not paid or is late in paying their rent) during the Covid-19 emergency period, and I served a rent arrears warning notice, what are my next steps?**

Landlords were permitted to serve a warning notice during the Covid-19 emergency period. The amount of time a landlord had to provide in the warning notice to their tenant where the tenancy was in existence less than 6 months was extended to 28 days. A reasonable amount of notice had to be served for all tenancies which were over 6 months in duration. However, landlords were not permitted to serve a Notice of Termination until the emergency legislation concluded.

If the landlord served a valid rent arrears warning notice during the Covid-19 emergency period, with the correct amount of notice period, and the tenant did not pay back 100% of the monies owed, the landlord can now proceed to serve a valid 28-day Notice of Termination. Please note that if a tenant fills in and serves a Self-Declaration stating that they have been impacted by Covid-19, the rules around ending a tenancy change. Further information can be found on page 10 of this document.

The RTB would encourage landlords and tenants to communicate to see if a resolution can be found before serving the termination notice.

Sample warning notices can be reviewed on the RTB website [www.rtb.ie](http://www.rtb.ie).

### **I served a rent arrears warning notice and a Notice of Termination for rent arrears before the Covid-19 emergency legislation commenced, but the termination date ended during the Covid-19 emergency period (27<sup>th</sup> March to 1<sup>st</sup> August 2020). Does my tenant have to leave now?**

All Notices of Termination were suspended during the Covid-19 emergency period. However, the obligation on tenants to pay rent and observe the other normal terms and conditions of their lease continued.

If a landlord served a Notice of Termination prior to the emergency period (before 27<sup>th</sup> March), any days that fall within the emergency period (27<sup>th</sup> March to 1<sup>st</sup> August 2020) do not count towards the required notice period. For example, where the notice period is 28 days, and 8 days have elapsed before the beginning of the emergency legislation (27<sup>th</sup> March) then, on conclusion of the legislation, 2<sup>nd</sup> August, the tenant will now have a further 20 days' notice before s/he has to leave their rental accommodation.

Sample notices of termination can be reviewed on the RTB website [www.rtb.ie](http://www.rtb.ie), and information on the current RTB Dispute Resolution Service can be found at the end of this document.

A landlord may take a case to the RTB if they wish to have the validity of the Notice of Termination and any arrears ruled on.

Sample notices of termination can be reviewed on the RTB website [www.rtb.ie](http://www.rtb.ie).

**I served an anti-social behaviour warning notice and a Notice of Termination before the Covid-19 emergency legislation commenced, but the termination date was due to fall during the emergency period (27<sup>th</sup> March to 1<sup>st</sup> August 2020). Does my tenant have to leave?**

All Notices of Termination were suspended during the Covid-19 emergency period. However, the obligation on tenants to observe the other normal terms and conditions of their lease continued.

If a landlord served a Notice of Termination prior to the commencement of the emergency legislation (27<sup>th</sup> March 2020), any days that fell within the emergency legislation period do not count towards the required notice period. For example, where the notice period is 28 days, and 8 days have elapsed before the beginning of the emergency period (27<sup>th</sup> March) then, on conclusion of the emergency period, 2<sup>nd</sup> August 2020, the tenant will now have a further 20 days' notice before s/he has to leave their rental accommodation.

Sample notices of termination can be reviewed on the RTB website [www.rtb.ie](http://www.rtb.ie), and information on the current RTB Dispute Resolution Service can be found at the end of this document.

A landlord may take a case to the RTB if they wish to have the validity of the Notice of Termination and any anti-social behaviour ruled on.

Sample notices of termination can be reviewed on the RTB website [www.rtb.ie](http://www.rtb.ie).

**My tenant is engaging in anti-social behavior, am I allowed to serve a Notice of Termination now?**

Yes, landlords are now permitted to firstly serve a written warning on their tenants if anti-social behaviour is taking place. Please ensure to outline the nature of the anti-social behaviour and provide your tenant with a reasonable amount of time to rectify their behaviour. If the anti-social behaviour persists, a 28-day Notice of Termination can be served.

The RTB would encourage landlords and tenants to communicate with each other to see if a resolution can be found. The RTB is also still operating its free Telephone Mediation service to help landlords and tenants find mutually agreeable solutions to their tenancy issues.

Sample warning notices and notices of termination for anti-social behavior can be found on [www.rtb.ie](http://www.rtb.ie).

Further information on the RTB Dispute Resolution Service can be found at the end of this document and on [www.rtb.ie](http://www.rtb.ie).

**I received a Notice of Termination during the Covid-19 emergency period (27<sup>th</sup> March to 1<sup>st</sup> August 2020) stating that my landlord wishes to sell the rental property. Was this notice valid?**

No, landlords were not allowed to serve any Notices of Termination following the commencement of the emergency legislation (27<sup>th</sup> March 2020).

Tenants should contact their landlord to inform them of the Covid-19 emergency legislation which was in place between 27<sup>th</sup> March and 1<sup>st</sup> August 2020, and that the Notice of Termination was not validly served. If an issue persists, the tenant can contact the RTB via [www.rtb.ie](http://www.rtb.ie) and lodge a dispute resolution case, if required.

Please note that your landlord would now be permitted to serve a valid Notice of Termination.

Sample notices of termination can be reviewed on [www.rtb.ie](http://www.rtb.ie) and information on the current RTB Dispute Resolution Service can be found at the end of this document.

**My tenant had only been living in my rental property for 5 months prior to the commencement of the emergency legislation and I wanted to end the tenancy before it became a Part 4 tenancy. Does my tenant now have Part 4 rights?**

No, in such circumstances, the passage of time during the Covid-19 emergency period (27<sup>th</sup> March to 1<sup>st</sup> August 2020) paused the tenancy and the tenancy now recommences with the ending of the emergency legislation. If the tenant was 5 months into their tenancy at the start of the emergency legislation, they will remain so. A landlord can then proceed to serve a 28-day Notice of Termination. The conditions under which the tenancy can be terminated remain unchanged after the emergency period.

Landlords and tenants are encouraged to communicate with each other to see if any issues can be resolved and the tenancy maintained.

**My tenant was about to move into a Further Part 4 tenancy, and I was hoping to end the tenancy before the Further Part 4 tenancy began. Now that the Covid-19 emergency legislation has ended, will my tenant have moved into the new tenancy period?**

No, in such circumstances, the passage of time during the Covid-19 emergency period (27<sup>th</sup> March to 1<sup>st</sup> August 2020) paused the tenancy and the tenancy picks up again now that the emergency legislation has ended. If the tenant was 3.5 years into their tenancy at the start of the emergency legislation, they will remain so. The conditions under which the tenancy can be terminated remain unchanged after the emergency period.

Landlords and tenants are encouraged to communicate with each other to see if any issues can be resolved and the tenancy maintained.

**What can I do if my landlord tells me to move due to Covid-19 fears?**

To end a tenancy, a landlord must send a valid Notice of Termination to the tenant. To be valid, the notice must be in writing and state why the tenancy is ending. If the tenancy has lasted for 6 months or more, a landlord must use one of 6 permitted reasons to end a tenancy, such as the landlord wishes to sell, or a family member wishes to move back in. Covid-19 is not a permitted reason under the law to end a tenancy, and a Notice of Termination could not be issued during the emergency period (between 27<sup>th</sup> March and 1<sup>st</sup> August 2020).

Information on the new rent arrears processes and obligations can be found on [www.rtb.ie](http://www.rtb.ie) or on Page 10 of this document.

Sample Notices of Termination can be reviewed on the RTB website [www.rtb.ie](http://www.rtb.ie) and information on the current RTB Dispute Resolution Service can be found at the end of this document.

**I am a tenant in a shared private rented accommodation, is there anything that legally allows me to move out of the property early without losing my deposits?**

The RTB encourages landlords and tenants to communicate as early as possible if an issue arises within a tenancy or circumstances change to see if the issue could be mutually resolved.

Tenants who wish to leave a tenancy early must serve their landlord with a valid Notice of Termination in writing providing the appropriate amount of notice period.

There is also an option to end the tenancy if you have signed a fixed term tenancy agreement. A tenant living in the private rental sector can end a fixed-term tenancy by getting permission from the landlord to assign or sublet the tenancy. If the landlord agrees, the tenant can find a replacement for themselves and leave. If the landlord refuses the offer, the tenant can then serve a valid written Notice of Termination (this does not apply to Approved Housing Bodies & student specific accommodation).

Therefore, once the tenant follows the steps as set out above and ends the tenancy in the correct manner, they would be entitled to a return of any pre-paid rent from the date which they left the tenancy.

**I've lost my job due to Covid-19 and the income supports are not enough to cover my rent, what do I do?**

The Residential Tenancies and Valuation Act 2020 sets out a new process for landlords and tenants where a tenant has fallen in to rent arrears. The Act recognises the rise in unemployment among persons who reside in rental accommodation and acknowledges the adverse impact on the ability of such persons to meet their obligations to pay rent. Tenants who are in receipt of Disability Benefit due to being temporarily out of work because they contracted Covid-19 or were a probable source of Covid-19 infection and their employer did not have to pay them; OR tenants who are in receipt of (or entitled to receive) the temporary wage subsidy or any other social welfare payment paid for loss of earnings due to Covid-19 (this includes the rent supplement or a supplementary welfare allowance); AND as a result, are at risk of losing their tenancy, can receive additional protections to remain in their tenancy.

The RTB & MABS will be working with tenants to outline the financial supports which may be available to enable the tenant to meet their rental obligations in the hope that the tenancy can be sustained. Further information on income supports can also be found on page 14.

Detailed information on the new processes and obligations that must be adhered to regarding rent arrears can be found on [www.rtb.ie](http://www.rtb.ie) and on Page 10 of this document.

**I am a Landlord and because of Covid-19 I am having difficulties with the mortgage on my rental property, is there any help for me?**

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 will introduce 6-month payment breaks on mortgages, personal loans and business loans for some business and personal customers affected by Covid-19.

## REVIEWING THE RENT & NOTICES OF RENT REVIEW

### **Why is my landlord getting a mortgage holiday and I still have to pay rent?**

The full amount of money borrowed by your landlord will have to be re-paid; the repayment arrangements may be altered to offer flexibility during the Covid-19 emergency period. We would encourage landlords availing of a mortgage holiday to offer similar flexibility to tenants in difficulty.

### **I served my tenant with a notice of rent increase and it was due to come into effect during the Covid-19 emergency period (27<sup>th</sup> March to 1<sup>st</sup> August 2020). Is the tenant now required to pay the new rent?**

Yes, rent increases were not permitted to come into effect during the emergency period (27<sup>th</sup> March to 1<sup>st</sup> August 2020); however, validly set new rent amounts must now be paid. If the date the new rent amount was due to take effect was during the Covid-19 emergency period, the rent amount takes effect from the first day after the end of the emergency legislation, 2<sup>nd</sup> August 2020.

If a rent review notice was served and the date the new rent amount is due to take effect has yet to occur, the tenant will be due to pay the rent on that date once a valid rent review notice has been served.

Information on Rent Pressure Zones, market rent, and sample notices of rent review can be found on [www.rtb.ie](http://www.rtb.ie).

### **I am a tenant who has Self-Declared through the new rent arrears measures 2020, can my rent be increased?**

No, if you are a tenant who has declared themselves as a tenant who has been financially impacted by Covid-19 and, as a result, is at risk of losing your home, your rent cannot be increased until the end of the new emergency period which ends on 10<sup>th</sup> January 2021.

Detailed information on the new rent arrears measures and the new processes and obligations that must be adhered to can be found on [www.rtb.ie](http://www.rtb.ie) and on Page 10 of this document.

## STUDENT SPECIFIC ACCOMMODATION

### **Many students within student specific accommodation have pre-paid their rent, are they entitled to a refund if they left their tenancy early?**

A lease should state the total rent to be paid by a tenant, and when it is due to be paid; the rights and responsibilities of the landlord; and the rights and responsibilities of the tenant including what, if any, penalties a tenant would face if they chose to end the tenancy before the end of the lease.

A fixed term tenancy is a tenancy that lasts for a specific amount of time, for example a 9-month lease is signed with a start date and end date. Tenants must ensure that they intend to stay in the

accommodation for the amount of time that they sign up to or they could face costs such as loss of pre-paid rent and/or part or all of their deposit.

The RTB encourages all landlords and tenants to review their individual tenancy agreements to ensure that they are aware of the rules around ending their specific tenancy early and what penalties may apply.

If a tenant is unable to remain in their tenancy for the duration of their tenancy agreement, they should firstly speak with their landlord and explain the situation and see if an amicable resolution can be found. If a resolution cannot be found and the tenant leaves early, a landlord must also aim to mitigate their losses and find a replacement for the tenant to ensure that they face as few costs as possible.

If a replacement can be found, the outgoing tenant may then only face a partial loss of pre-paid rent or a partial loss of their deposit; however, if a replacement cannot be found, there could be bigger losses facing the tenant to cover what was due to the landlord for the time remaining within the tenancy agreement.

Where an issue arises within a tenancy, the RTB encourages tenants and landlords to discuss problems promptly, keep lines of communication open and respect each other's positions. If the problem cannot be resolved, registered landlords and all tenants can apply to the RTB for dispute resolution. More information on the RTB Dispute Resolution services can be found at the end of this document.

#### **Are students who are due to pay rent in student specific accommodation still required to pay?**

Tenants must pay their rent in full and on time. If the tenant remains living in the tenancy, then the rent must be paid. This applies even where a dispute case has been lodged with the RTB.

If a tenant's circumstances have changed and they had to prematurely leave the tenancy and break their tenancy agreement, the landlord may be entitled to retain part or all of the tenant's deposit and/or could potentially lodge a case for any further losses they feel they incurred to the RTB. All landlords must show attempts to mitigate their loss.

The RTB would encourage all landlords and tenants to review their tenancy agreements in detail, to communicate with each other as soon as an issue arises and to avail of the free RTB Telephone Mediation service, if required.

There are new supports available for student tenants who have been financially impacted by Covid-19 and are unable to fulfill their rental responsibilities. Detailed information on the new rent arrears process and obligations can be found on page 10.

#### **Are students who have pre-paid their rent in the general private rental sector or privately-owned student accommodation entitled to a refund where they have had to end their tenancies early?**

There is a distinct difference between tenants in the general private rental sector and students living in student specific accommodation. Tenants living in student specific accommodation may not have any option to break out of their lease early whereas a tenant living in the general rental sector can end a fixed-term tenancy by getting permission from the landlord to assign or sublet the tenancy. If the landlord agrees, the tenant can get a replacement for themselves and leave. If the landlord

refuses the offer, the tenant can then serve a valid written Notice of Termination (this does not apply to Approved Housing Bodies & student specific accommodation).

Therefore, once the tenant follows the steps as set out above and validly terminates the tenancy, they would be entitled to a return of any pre-paid rent from the date which they left the tenancy.

### **Are students required to pay rent in the general private rental sector or privately-owned student accommodation?**

Yes, tenants must pay their rent in full and on time. If the tenant remains living in the tenancy, then the rent must be paid. This applies even where a dispute case has been lodged to the RTB. The RTB encourages all landlords and tenants to review their individual tenancy agreements in order to ensure that they are aware of the rules around ending their specific tenancy early and what penalties may apply.

Where an issue arises within a tenancy, the RTB encourages tenants and landlords to discuss problems promptly, keep lines of communication open and respect each other's positions. If the problem cannot be resolved, registered landlords and all tenants can apply to the RTB for dispute resolution. More information on the RTB's Dispute Resolution Services can be found at the end of this document.

There are new supports available for student tenants who have been financially impacted by Covid-19 and are unable to fulfill their rental responsibilities. Detailed information on the new rent arrears processes and obligations can be found on page 10.

### **My student tenant is engaging in anti-social behavior, am I allowed to serve a Notice of Termination now?**

Yes, landlords are now permitted to firstly serve a written warning on their tenants if anti-social behaviour is taking place. Please ensure to outline the nature of the anti-social behaviour and provide your tenant with a reasonable amount of time to rectify their behaviour. If the anti-social behaviour persists, a 28-day Notice of Termination to end the tenancy can be served.

The RTB would encourage landlords and tenants to communicate with each other to see if a resolution can be found. The RTB is also still operating its free Telephone Mediation service to help landlords and tenants find mutually agreeable solutions to their tenancy issues.

Sample warning notices and Notices of Termination for anti-social behavior can be found on [www.rtb.ie](http://www.rtb.ie).

Further information on the RTB Dispute Resolution Service can be found at the end of this document and on [www.rtb.ie](http://www.rtb.ie).

### **What if a person in student specific accommodation tests positive for Covid-19, what does it mean for the rest of the accommodation?**

Tenants should follow the appropriate guidelines in accordance with the HSE.ie.

### **For health and safety reasons, can a provider of student specific accommodation move students within blocks, either for the purpose of self-isolation or to protect other students from someone who is self-isolating?**

A student residing as a tenant can only be moved to another block with their full consent. Landlords must remember that the tenant's home is their house or room and they are entitled to remain there unless they agree to move. A student residing as a licensee can be moved, if necessary. Licensees do not have rights to exclusive occupation and can be moved but again, forbearance by all parties at this time is encouraged.

## Rent Arrears and the Residential Tenancies and Valuation Act 2020

From the 1<sup>st</sup> of August 2020, the Residential Tenancies and Valuation Act 2020 sets out new protections for tenants who have fallen into rent arrears, and as a result, are at risk of losing their tenancy. The Act recognises the impacts of rising unemployment or reduced working hours amongst those living in the residential rental sector as a result of Covid-19 and acknowledges the adverse impact on the ability of those impacted to meet their obligations to pay rent.

Tenants who are currently (or at any stage between 9<sup>th</sup> March 2020 and 10<sup>th</sup> January 2021):

### Criteria A

- in receipt of Disability Benefit due to being temporarily out of work because they contracted Covid-19 or were a probable source of Covid-19 infection and their employer did not have to pay them; **OR**
- in receipt of (or entitled to receive) 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**

### Criteria B

- at risk of losing their tenancy,

can receive additional **protections to remain in their tenancy without any increase in rent until 11 January 2021**. In order to qualify for these supports, tenants must fill in and sign a Self-Declaration form (see details below) if they meet the above criteria. A copy of the Self-Declaration form can also be found [here](#).

**Please note that it is a criminal offence to not to tell the truth on this form.**

In addition, the Money Advice and Budgeting Service (MABS) can outline the financial supports available to help the tenant facing rent arrears to sustain their tenancy.

## New Rent Arrears Procedure and Requirements

Below is an 8-step process which outlines the new rules and requirements for both landlords and tenants facing rent arrears. Failure to adhere to the steps as set out will lead to a Notice of Termination being deemed invalid.

**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](http://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 monies owed within the time provided will result in a Notice of Termination being served.

The RTB has a new 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](http://www.rtb.ie).

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

There is a new responsibility for landlords to **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 when 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.

The RTB will also write to the tenant confirming that the RTB received a copy of the written rent warning notice that was served on them, and will provide information on income supports, availability of advice from MABS, as well as providing them with a link to the Self-Declaration form should they need to use it. In its communication with the tenant, the RTB will also seek **consent** from the tenant to permit the RTB to contact MABS in relation to the tenant's arrears.

The tenant will be encouraged to contact the RTB as soon as possible in the 28-day period following receipt of the rent arrears warning notice and prior to the warning notice period expiring to reduce the risk of termination of their tenancy.

## **Step 4: Tenant provides consent to the RTB to assist them in obtaining MABS Advice**

Where a tenant grants consent to the RTB, the RTB will assist the tenant in obtaining MABS advice. Tenants are not obliged to complete this step, but engagement with MABS is recommended. It is hoped that the majority of tenancy arrears situations will be resolved at this stage in the process.

## **Step 5: Where applicable, the tenant completes and submits a Self-Declaration form to the RTB and sends a copy to their landlord**

New protections are in place until 10<sup>th</sup> January 2021 under the Residential Tenancies and Valuation Act 2020 for tenants who are currently, **or at any stage between 9<sup>th</sup> March 2020 and 10<sup>th</sup> January 2021**, unable to pay their rent due to Covid-19 and as a consequence, are at significant risk of having their tenancy ended. These protections came into effect on 1<sup>st</sup> August 2020.

**If the tenant meets the criteria below, they are not required to vacate their accommodation before the 10<sup>th</sup> of January 2021 and are not required to pay an increase in rent during the period up to 10<sup>th</sup> of January 2021.**

In order to avail of these protections, tenants must meet the following **Criteria A and B**:

#### **Criteria A**

- You are in receipt of Disability Benefit due to being temporarily out of work because they contracted Covid-19 or were a probable source of Covid-19 infection, during the period of 9<sup>th</sup> March 2020 and 10<sup>th</sup> January 2021, and their employer did not have to pay them; **OR**
- You are in receipt of (or entitled to receive) during the period of 9<sup>th</sup> March 2020 and 10<sup>th</sup> January 2021, 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**

#### **Criteria B**

- As a result, are at risk of losing their tenancy,

A tenant meeting the above criteria can fill out the Self-Declaration form and benefit from the above protections. The Self-Declaration form can be found on [here](#).

The tenant must send an original copy of the Self-Declaration form to the RTB at [rentarrears@rtb.ie](mailto:rentarrears@rtb.ie) or PO Box 47, Clonakilty, County Cork. The tenant must also **post 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 if required via the RTB's Dispute Resolution service.

Once received, the RTB will issue an acknowledgement letter to both the tenant and the landlord on receipt of the Self-Declaration.

### **Step 6: Service of Notice of Termination**

- 1. 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 once the 28-day warning notice has expired.
- 2. Landlord who has received a Self-Declaration form from their tenant:** If your tenant has submitted their Self-Declaration form to you confirming that Covid-19 has impacted their ability to pay rent, **that tenancy cannot be terminated until on or after 11<sup>th</sup> January 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 from 1<sup>st</sup> August onwards; however, the termination date must be on or after 11<sup>th</sup> January 2021.

Please also note that where a landlord has received a Self-Declaration from their tenant, **no rent increase can take effect until the day after the expiry of the emergency period – i.e. 11 January 2021.**

### **Step 7: Landlords must serve a copy of the Notice of Termination to the RTB**

There is a new obligation on landlords to **send a copy of the Notice of Termination they have served on their tenant for rent arrears to the RTB on the same day.** The requirement to send the copy on the same day applies from 1<sup>st</sup> August onwards and applies specifically to Notices of Termination based on rent arrears only. 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](http://www.rtb.ie).

### **Step 8: 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 regarding rental payments.

Tenants should ensure to keep copies of notices received, a copy of the Self-Declaration form, proof that it was issued to their landlord and to the RTB, and any relevant MABS advice.

For more information and support regarding these new steps, please contact the RTB at [www.rtb.ie](http://www.rtb.ie).

## **RTB DISPUTE RESOLUTION SERVICES**

The RTB encourages tenants and landlords to discuss problems promptly, keep lines of communication open and respect each other's positions. If the problem cannot be resolved registered landlords and all tenants can apply to the RTB for dispute resolution.

### **Telephone Mediation**

Mediation is a free service offered by the RTB that allows two or more disputing parties to resolve their conflict in a mutually agreeable way with the help of a neutral third party, a mediator. Mediation is usually done by telephone, which is a faster and more convenient option. The aim of mediation is to give landlords and tenants a shared understanding of the issue, so they can work towards reaching a mutually satisfactory outcome and agreement. The mediation process is not based on examining evidence or determining who is right or wrong, but rather how parties can resolve the issue by working together. It is confidential, and the outcomes are not published on the RTB website.

The key benefit of this resolution type is that case parties do not have to leave their home and they do not have to interact physically with other case parties. Over 70% of cases which enter Telephone Mediation result in an agreement. Types of agreements the RTB regularly see are rental payment plans put in place, a new termination date agreed, or a lowered rent amount due to the changing circumstances of the tenant; however, the tenancy continues successfully. If you are interested in Telephone Mediation, please email [disputes@rtb.ie](mailto:disputes@rtb.ie) or visit the RTB website [here](#) for more information.

## Adjudication

The fee for adjudication is €15 for an online application and €25 for a paper application. This involves a hearing before an independent adjudicator, where both the landlord and tenant present their evidence and the adjudicator makes a binding decision. Adjudication hearings take place in 7 regional centres nationwide. Although adjudication proceedings and the adjudicator's report are confidential, it is important to remember that the Determination Order will be published on the RTB website and will list the names of the case parties and the rental property address.

For more information on adjudication, please visit the RTB website [here](#).

## Tenancy Tribunal

If you or a case party is unhappy with the outcome of either mediation or adjudication, they can refer the case to a three-person tenancy tribunal, who are appointed to review the case and evidence from the beginning and make a final decision. The fee for lodging an appeal to a tenancy tribunal is €85 if submitted online and €100 if submitted by paper. Tribunal reports are published in full on the RTB website.

More information on tribunals can be found [here](#).

# INCOME SUPPORTS

The Department of Employment Affairs and Social Protection (DEASP) has introduced income support measures to help those who have seen their salaries reduced or terminated.

## 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 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.

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

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](#).

## **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 Employment Affairs and Social Protection page of the Government of Ireland website [here](#).

## **Revenue Support**

### ***Temporary Wage Subsidy Scheme***

The Revenue Commissioners will continue to operate a Temporary Wage Subsidy Scheme (TWSS), which enables employees, whose employers are affected by the pandemic, to receive significant supports directly from their employer. The scheme has been extended until 31 August 2020.

The operation of the TWSS 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 TWSS 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](#).

### ***Employment Wage Subsidy Scheme***

A new Employment Wage Subsidy Scheme (EWSS) commenced from 1 July 2020 and runs until 31 March 2021. To qualify for the EWSS, the employer must be able to demonstrate that they reasonably anticipate a minimum of 30% reduction in turnover or customer orders in July to December 2020 compared with the same period in 2019. In the case of new businesses, this is based on a projected forward test. Where the employer is a registered childcare provider, the EWSS is available without the requirement to meet the 30% reduction in turnover or customer orders test. EWSS provides a flat-rate subsidy to qualifying employers, based on the number of qualifying employees on the payroll. For every employee paid between €203 and €1,462 gross per week, the level of subsidy is €203. For every employee paid between €151.50 and €202.99 gross per week, the subsidy is €151.50. No subsidy is paid for employees paid less than €151.50 or more than €1,462 gross per week. A 0.5% rate of employer's PRSI will apply for employments that are eligible for the subsidy.

The EWSS will replace the Temporary Wage Subsidy (TWSS) from September 2020. The TWSS will end on 31 August 2020. No new applications from employers will be accepted from 31 July 2020. Both schemes will run in parallel from 1 July until the TWSS concludes at the end of August. This will provide additional flexibility to employers with new hires and seasonal workers who were not previously

eligible for TWSS and who may now qualify for EWSS. However, where an employee is already within TWSS, he or she must remain in that scheme until the end of August.

Further details on these and other Revenue supports are available [here](#).

## **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](http://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](http://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](http://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 CIB, it also provides information, advice and advocacy on a broad range of public and social services.

The Citizens Information website, [citizensinformation.ie](http://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](http://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](http://citizensinformation.ie) or [mabs.ie](http://mabs.ie) for the latest information.***