



Emergency Legislation – FAQs for Landlords and Tenants

2nd April 2020

What are the key changes for the Rental Sector under the recent Emergency laws for the COVID-19 emergency period?

1. RENT LEVELS CAPPED DURING COVID-19

- **No rent increases allowed:** All notices of rent increases, which were served before the emergency period and were due to start during this period, are paused and the tenant is not required to pay the increased amount of rent during the emergency period.
- A rent decrease is allowed, whether the rent review notice was served before or during COVID-19.
- Tenants are still required to pay rent to their landlord during this emergency period. Tenants are encouraged to engage with their landlords and the Department of Employment 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 to do so (further information on these supports is listed on page 10).

2. NO EVICTIONS DURING COVID-19

Other than in the limited and exceptional circumstance of a breach of tenant obligations with a supporting Determination Order from the Residential Tenancies Board (RTB).

- Tenants do not have to leave their rental accommodation during the COVID-19 emergency period unless a notice of termination was issued before the emergency period, and the RTB issues a Determination Order supporting the termination of the tenancy for breach of tenant obligations.
- A notice of termination cannot be served during the COVID-19 emergency period. All notices of termination which were served before the emergency period and fall within this period are paused and the tenant cannot be told to leave their rented accommodation during this time.
- 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.

3. RENT A ROOM / 'DIGS' ACCOMMODATION

- 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 living arrangements which are often described as Rent-a-Room and “Digs” style accommodation. Property owners and persons renting 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.

4. DATES COVERED BY THE COVID-19 EMERGENCY PERIOD

Three months commencing on 27th March 2020. This period can be extended by Government Order.

FREQUENTLY ASKED QUESTIONS

ENDING A TENANCY & NOTICES OF TERMINATION

I served my tenant with a notice of termination before the emergency period and the notice expired before the emergency period started. The tenant still has 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 wants 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, and information on the current RTB Dispute Resolution Service can be found on page 9.

I have already served my tenant with a notice of termination before the emergency period and the tenancy termination date was supposed to come in during the emergency period. Is the tenant still required to leave the rental property?

No, apart from where the RTB issues a Determination Order supporting the termination of the tenancy for breach of tenant obligations, all notices of termination issued prior to the start of the emergency period, where the tenancy termination date occurs during the emergency period, are currently paused.

If a landlord served a notice of termination before the emergency period, any days that fall within the emergency 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 (27th March) then, on conclusion of the emergency period, the tenant will still 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, and information on the current RTB Dispute Resolution Service can be found at the end of this document.

I served my tenant with a notice of termination, but the termination date is not supposed to come in until July. Will that termination date remain the same?

No, all notices of termination that are ongoing during the emergency period are paused. The entire emergency period will not be counted as part of the notice period. For example, if a landlord served a notice of termination giving a tenant 196 days' notice to leave the rental accommodation before the emergency period, and 90 of the 196 days' notice had expired when COVID-19 emergency commenced on 27 March 2020, then the rest of the days in the notice period are paused. When the emergency period ends, the tenant will have the remaining 106 days to leave the rental accommodation.

Sample notices of termination can be reviewed on the RTB website, www.rtb.ie, and information on the current RTB Dispute Resolution Service can be found at the end of this document.

Can I serve my tenant with a notice of termination?

No, a landlord cannot serve a notice of termination during the emergency period – this has been banned for the duration of the emergency period.

However, a landlord is still allowed to serve their tenant with a warning notice if their tenant is in rent arrears or otherwise failing to fulfil their obligations.

Sample warning notices can be reviewed on the RTB website, www.rtb.ie.

If my tenant falls into rent arrears during the emergency period (has not paid or is late in paying their rent), can I still serve a warning notice?

If a tenant is in rent arrears, a landlord can serve a warning notice. However, the landlord is not allowed to serve a notice of termination until the emergency period is over. The RTB would encourage landlords and tenants to communicate during the emergency period to see if a resolution can be found before serving the warning notice.

There have also been changes to the process of serving a warning notice within the emergency legislation. If the tenancy has lasted less than 6 months, landlords must now provide their tenant with a 28-day warning notice to pay the rent owed, instead of the usual 14 days. This is to allow tenants to seek income support if needed.

Where a tenancy has lasted more than 6 months, the landlord is still required to provide a tenant with a reasonable amount of notice to pay the rent owed. The RTB would ask that landlords consider the COVID-19 emergency impacts and the difficulties their tenants may be facing when considering what equates to a reasonable amount of notice.

Sample warning notices can be reviewed on the RTB website, www.rtb.ie.

I served a rent arrears warning notice and a notice of termination for rent arrears before the emergency period, but the termination date is due to come in during the emergency period. Does my tenant have to leave?

No, all notices of termination are suspended during the emergency period. However, tenants must continue to pay rent and observe the other normal terms and conditions of their lease.

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; in such limited and exceptional circumstances, an eviction can be enforced during COVID-19.

Sample notices of termination can be reviewed on the RTB website, www.rtb.ie.

I served an anti-social behaviour warning notice and a notice of termination before the emergency period, but the termination date is due to come in during the emergency period. Does my tenant have to leave?

No, all notices of termination are suspended during the emergency period; however, tenants must continue to pay rent and observe the other normal terms and conditions of their lease.

A landlord may take a case to the RTB if they wish and have the validity of the notice of termination and any breach of tenant obligations ruled on; in such limited and exceptional circumstances, an eviction can be enforced during COVID-19.

Sample notices of termination can be reviewed on the RTB website, www.rtb.ie.

My tenant is engaging in anti-social behaviour during the emergency period, am I allowed to serve a notice of termination?

No, a notice of termination cannot be served during the emergency period; however, tenants must continue to pay rent and observe the other normal terms and conditions of their lease.

The RTB would encourage landlords and tenants to communicate with each other during the emergency period to see if a resolution can be found. The RTB is also still operating its free telephone mediation service.

The Garda Síochána should be contacted, if necessary, to safeguard the local community and property.

Further information on the RTB Dispute Resolution Service can be found at the end of this document and on www.rtb.ie.

I have received a notice of termination during the emergency period stating that my landlord wishes to sell the rental property. Is this notice valid?

No, landlords are not allowed to serve any notices of termination during the emergency period.

Tenants should contact their landlord to inform them of the emergency legislation and that the notice of termination cannot currently be served. If an issue persists, the tenant can contact the RTB via www.rtb.ie and lodge a dispute resolution case, if required.

Sample notices of termination can be reviewed on www.rtb.ie and information on the current RTB Dispute Resolution Service can be found at the end of this document.

My tenant has only been living in my rental property for 5 months and I wanted to end the tenancy before it became a Part 4 tenancy. When the emergency period ends, will my tenant now have Part 4 rights?

No, in such circumstances, the passage of time during the COVID-19 emergency period pauses the tenancy and the tenancy picks up again after the emergency period is over. If the tenant was 5 months into their tenancy at the start of the emergency period, they will remain so when the emergency period formally comes to an end. The conditions under which the tenancy can be terminated remain unchanged after the emergency period.

My tenant is about to move into a Further Part 4 tenancy and I was hoping to end the tenancy before the Further Part 4 tenancy began. When the emergency period ends, will my tenant now have moved into the new tenancy period?

No, in such circumstances, the passage of time during the COVID-19 emergency period pauses the tenancy and the tenancy picks up again after the emergency period ends. If the tenant was 3.5 years into their tenancy at the start of the emergency period, they will remain so when the emergency period formally comes to an end. The conditions under which the tenancy can be terminated remain unchanged after the emergency period.

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

A landlord is not allowed to serve a tenant with a notice of termination during the emergency period.

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 cannot issue during the emergency period.

Sample notices of termination can be reviewed on the RTB website, 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 general rental market 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.

In a house share, if one individual moves out can the landlord move a stranger in?

Such letting activity should not occur during COVID-19 emergency period as it has not been deemed essential by Government. The temporary restriction on the movement of people aims to halt the spread of the disease.

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 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. Information on income supports available is set out below.

If the landlord and tenant are unable to resolve the issue to their mutual satisfaction, a landlord is allowed to serve a warning notice during the emergency period stating that the tenant must pay the rent owed but forbearance is encouraged during COVID-19.

If the tenancy has lasted less than 6 months, landlords must now provide their tenant with a 28-day warning notice to pay the rent owed instead of the usual 14 days.

Where a tenancy has lasted over 6 months, the landlord is still required to provide a tenant with a reasonable amount of notice to pay the rent owed. The RTB would ask that landlords consider the COVID-19 emergency impacts and the difficulties their tenants may be facing when considering what equates to a reasonable amount of notice.

After the service of such a warning and in the absence of payment, the landlord can only serve the tenant with a notice of termination after the emergency period has ended.

Sample warning notices can be reviewed on www.rtb.ie.

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

Does the temporary pause of issuing notices of termination also apply to tenants?

No, if a tenant wishes to leave his or her rental accommodation, they can still end the tenancy by serving a valid notice of termination.

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 emergency period. Is the tenant still required to pay the new rent?

No notified rent increase can come into effect during the emergency period, but it can take effect from the first day after the end of the emergency period. A tenant is not expected to pay an increase in rent during this period.

From the start of the emergency period on 27 March 2020, rent increases are prohibited.

STUDENT SPECIFIC ACCOMMODATION

Do the emergency measures apply to student specific accommodation provided by public authorities and private providers?

Yes, the emergency legislation extends to all tenancies and student licences under the Residential Tenancies Act 2004, as amended.

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 available during the emergency period 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.

Are students who have pre-paid their rent in the general rental market 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 rental market 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 market 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 rental market 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 available during the emergency period can be found at the end of this document.

How do the new emergency measures apply to student specific accommodation where a notice of termination has already been issued due to anti-social behaviour?

All notices of termination are suspended during the emergency period; however, tenants must continue to pay rent and observe the other normal terms and conditions of their lease.

A landlord may take a case to the RTB if they wish and have the validity of the notice of termination and any breach of tenant obligations ruled on and order any valid termination to proceed.

The Garda Síochána should be contacted, if necessary, to safeguard the local community and property.

Sample notices of termination can be reviewed on the RTB website, 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.

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 can be done via 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 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.

The RTB is reviewing how Adjudications can proceed during the current crisis and are looking at the introduction of evidence-based adjudications where parties do not have to physically attend a hearing but are given time to assess and reply to the case before them before the decision maker proceeds to make a decision based on those written submissions. The RTB is also reviewing how hearings could take place virtually and wherever possible will look to implement technological changes once they are legislatively sound and ensuring that they work and are accessible for our customers. 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.

The RTB is reviewing tribunals in the context of social distancing and will look to implement any measures which would ensure best practices are adhered to for our customers. The RTB is also researching how tribunals could potentially take place virtually and wherever possible will look to implement technological changes once they are legislatively sound and ensuring that they work and are accessible for our customers. More information on tribunals can be found [here](#).

INCOME SUPPORTS

In response to COVID-19, 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 reduce or halt altogether. They are as follows:

Illness benefit:

- The 6-day waiting period for Illness Benefit will not apply to anyone who has COVID-19 (Coronavirus) or is in medically-required self-isolation;
- The personal rate of Illness Benefit will increase from €203 per week to €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.

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-time 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-time 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 can be accessed [here](#).

Rent Supplement

These approaches complement existing schemes such as Rent Supplement, which are also available to those affected. Rent Supplement is 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
- 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](#).

Revenue support

Revenue will be operating a Temporary Wage Subsidy Scheme, which will enable employees, whose employers are affected by the pandemic, to receive significant supports directly from their employer. The scheme is expected to last 12 weeks from 26 March 2020. Draft legislation governing the scheme will be published shortly.

The operation of the Temporary Wage Subsidy Scheme will be 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 will reduce the burden on the Department of Employment Affairs and Social Protection (DEASP) which is dealing with the other COVID-19 related payments. For more information please visit the Revenue website [here](#).

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