



New rent arrears measures from 11 January 2021

Frequently Asked Questions (FAQs) for Landlords and Tenants

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

What you need to know about the new rent arrears measures?

- The PDRTA was enacted on 19 December 2020 to provide for temporary modifications to the operation of the Residential Tenancies Act 2004 to provide, subject to certain conditions, that during the period from 11 January to 12 April 2021 a 90 day (rather than the usual 28 days) termination notice period applies, where a tenant is in rent arrears due to Covid-19 and is at risk of losing their tenancy.
- The earliest termination date allowed in such circumstances is 13 April 2021.
- Rent increases are prohibited for relevant tenancies until 13 April 2021, with no back-dating allowed. Rent reviews can proceed as normal but only a rent decrease can take effect prior to 13 April 2021.
- The new protections under the **PDRTA** will be available **from 11 January 2021 to 12 April 2021 inclusive** or, if later, upon the expiry date of any 90-day notice of termination served under that Act.
- The protections under Residential Tenancies and Valuation Act 2020 (the **RTVA**) expire on **10 January 2021** or, if later, upon the expiry date of any 90-day notice of termination served under that Act. Guidance on the RTVA is available [here](#).
- The PDRTA aims to further assist tenants financially impacted by Covid-19, while recognising and balancing the rights of landlords who may be equally in financial difficulty during this unprecedented period.
- The PDRTA provides protections for landlords to end a tenancy on the grounds of rent arrears during the emergency period from 11 January 2021 to 12 April 2021 inclusive under exceptional and limited circumstances, as set out below.
- The tenant remains legally obliged to pay rent to their landlord, regardless of any emergency protections. If a tenant can demonstrate they have been financially impacted by Covid-19, new rent arrears processes and protections have been introduced for these tenants.

Detailed guidance on the new legislation is available on www.rtb.ie

Income Supports

The Department of Social Protection provides income supports to help those who have seen their salaries reduced or terminated. These include Enhanced Illness Benefit, Pandemic Unemployment Payment and Rent Supplement. Details of these supports are available on the Department of Social Protection page of the Government of Ireland website [here](#).

Information on revenue supports is available on the website of the Revenue Commissioners at www.revenue.ie. This information includes details of the Temporary Wage Subsidy Scheme, which operated until 31 August 2020, and of the Employment Wage Subsidy Scheme.

FREQUENTLY ASKED QUESTIONS

ENDING A TENANCY & NOTICES OF TERMINATION

Can I serve my tenant with a Notice of Termination during this current emergency period (11 January to 12 April 2021)?

Yes, a landlord is permitted to serve a Notice of Termination during this time.

Subject to certain conditions and procedural requirements, the new PDRTA protections support tenants who have been impacted financially by Covid-19. Additional rights also apply to landlords who are experiencing financial difficulty during this period and where a tenant does not comply his or her obligations under the PDRTA.

A step-by-step guide explaining all the new rent arrears processes and responsibilities can be found on www.rtb.ie. Any 28 day rent arrears warning notice served on a tenant must be copied to the RTB (by email to rentarrears@rtb.ie or by post). A Notice of Termination grounded on rent arrears can be served on a tenant 28 days after the receipt of the warning notice by both the tenant and the RTB. Any Notice of Termination grounded on rent arrears must be served on the tenant and copied to the RTB (by email to rentarrears@rtb.ie or by post) at the same time, otherwise the termination notice will be deemed invalid.

Information on the new rent arrears processes and obligations can be found on www.rtb.ie. Sample warning notices can also be accessed on the RTB website www.rtb.ie.

I served a rent arrears warning notice and a Notice of Termination for rent arrears during the Emergency Period under the Residential Tenancies and Valuation Act 2020 (the RTVA), i.e. from 1 August 2020 to 10 January 2021. My tenant served a Self-Declaration Form on me under the RTVA. Does my tenant have to leave now?

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

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

- where a tenant has already been in touch with the RTB for assistance to obtain advice from the Money Advice and Budgeting Service (MABS) and has a working rent payment arrangement in place with his or her landlord, the **new PDRTA protections automatically apply**. This means that, subject to certain conditions and procedural requirements, any notice of termination relating to rent arrears under that tenancy cannot take effect **before 13 April 2021** and the rent cannot be increased **until 13 April 2021**;

- where a tenant has not already engaged with the RTB for assistance in obtaining MABS advice in relation to paying their rent due, he or she is required to complete and serve this notice on the RTB **by midnight 15 January 2021** to seek such assistance;

- where a tenant has not yet made an arrangement with his or her landlord for the payment of their rent due, he or she is required by **midnight 15 January 2021** to complete and serve this notice on the RTB to seek assistance to get MABS advice **and** to serve this further notice on their landlord to request a consultation to make an arrangement for the payment of the rent due. Relevant notices can be found on www.rtb.ie.

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

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

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

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

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

Where the PDRTA protections apply and subject to certain conditions and procedural requirements, the tenant is not required to vacate their accommodation before **13 April 2021**. A tenant must be given a minimum 90-day termination notice period. No rent increase can be given effect in respect of the period up to and including 12 April 2021.¹ Rent increases cannot apply in respect of the period from 11 Jan to 12 April inclusive. New rent can take effect from 13 April.

Please note that where the PDRTA protections do not apply, the protections under the RTVA will still apply where the 90-day termination notice period under that Act ends on a date later **than 11 January 2021**.

My tenant fell into rent arrears (has not paid or is late in paying their rent) during the new emergency period under the PDRTA (i.e. from 11 January to 12 April 2021), and I served a rent arrears warning notice, what are my next steps?

Where you have served a valid rent arrears warning notice, and the tenant has not paid the rent arrears within the 28-day notice period, the next step for a landlord is to serve a 28 day notice of termination on the tenant and the RTB (by email to rentarrears@rtb.ie or by post) at the same time.

Please see the Guidance on the PDRTA (in particular, section 5) available on www.rtb.ie to ensure that you comply with the required termination procedure. Please note that both you and your tenant have new protections under the PDRTA, where a Self-Declaration is made.

The RTB encourages landlords and tenants to communicate to see if a resolution can be found before serving any termination notice.

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

NEW PDRTA PROTECTIONS AND SELF-DECLARATION FORM

I am a tenant and I served a valid Self-Declaration Form on my landlord and the RTB during the emergency period under the Residential Tenancies and Valuation Act 2020 (the RTVA) – i.e. from 1 August 2020 – 10 January 2021, do I need to serve another Self-Declaration Form to benefit from the new PDRTA protections?

No, you do not need to serve another Self-Declaration Form. However, you might need to comply with certain new obligations under the PDRTA to benefit from its protections:

Tenants who made a declaration under the RTVA **on or before 10 January 2021** can also benefit from the protections under the PDRTA **up to and including 12 April 2021**, subject to the following conditions:

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

- where a tenant has not already engaged with the RTB for assistance in obtaining MABS advice in relation to paying their rent due, he or she is required to complete and serve a notice on the RTB by **midnight 15 January 2021**. Relevant notices can be found on www.rtb.ie;

- where a tenant has not yet made an arrangement with his or her landlord for the payment of their rent due, he or she is required by **midnight 15 January 2021** to complete and serve a notice on the RTB **and** to serve a further notice on their landlord to request a consultation to make an arrangement for the payment of the rent due. Relevant notices can be found on www.rtb.ie.

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

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

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

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

A tenant who posts a notice to the RTB or to his or her landlord is advised to retain proof that the notice was sent, for example by using registered post. Tenants are also advised to keep a copy/photograph of any notices sent for their own records. We have a prepared sample letters that you may use to make the requests identified above, which are available online at www.rtb.ie.

I am a tenant and I have not previously served a Self-Declaration Form on my landlord and the RTB. Can I benefit from the new PDRTA protections?

Yes.

A tenant may benefit from the new PDRTA protections where they serve a valid Self-Declaration Form on their landlord and the RTB and provide such information or copies of documents which material may be or relevant to the question of whether or not, during the period from **1 August 2020 to 12 April 2021**, the tenant is in receipt of (or was entitled to receive):

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

and

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

Please see the Guidance on the PDRTA on www.rtb.ie to ensure compliance with all requirements and procedures under that Act.

I am a landlord and my tenant has served a Self-Declaration Form on me. In what circumstances can I serve a Self-Declaration Form to be protected under the PDRTA?

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

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

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

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

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

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

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

I am a landlord and I served a 90-day Notice of Termination during the emergency period under the PDRTA (i.e. from 11 January 2021 to 12 April 2021) as the new rent arrears protections applied to my tenant. I subsequently served a Self-Declaration Form on the tenant because I met the criteria and the protections ceased to apply to the tenant. When can I give effect to a tenancy termination?

Where the PDRTA protections cease to apply, the termination date specified in the Notice of Termination will be re-calculated to the date that falls **10 days after the later of:**

1. The termination date in a Notice of Termination, grounded on rent arrears and served on the same day, where the protections of the PDRTA did not apply – i.e. 10 days after the usual 28 day rent arrears notice period; or
2. The date the protections of the PDRTA ceased to apply to tenant.

Here are two examples:

Example 1: A landlord served a tenant with a 90-day Notice of Termination as the protections of the PDRTA applied to the tenant. On day 8 of the notice period, the protections ceased to apply to the tenant. The 90-day notice period will now end on day 38, 10 days after the earliest date that could be lawfully specified in the Notice of Termination in the normal manner, which provides for a 28-day notice period for tenancy termination due to rent arrears.

Example 2: A landlord served a tenant with a 90-day Notice of Termination as the protections of the PDRTA applied to the tenant. On day 30 of the notice period, the protections ceased to apply to the tenant. The 90-day notice period will now end on day 40, being 10 days after the protections of the PDRTA ceased to apply.

I am a landlord and my tenant has served a Self-Declaration Form on me. However as of 10 January 2021, my tenant has not paid rent for over 5 months. Can I end the tenancy?

Yes, you can end the tenancy (please see the Guidance on the PDRTA on www.rtb.ie to ensure that you follow the correct termination procedure).

The new PDRTA protections do not apply to a tenant who, on **10 January 2021**, has rent arrears of an amount equal to or more than 5 months' rent, and you may serve a 28-day notice of termination and the termination can proceed in the usual manner.

I am a landlord and my tenant has served a Self-Declaration Form on me. However, during the period from 11 January 2021 and 12 April 2021, the level of my tenant's rent arrears grows to an amount equal to or more than 5 months' rent. Do the PDRTA protections cease to apply to my tenant? Can I serve a landlord declaration and proceed to end the tenancy?

Yes, from 11 January 2021 onwards, if a tenant has rent arrears of an amount equal to or more than 5 months' rent, it is also open to a landlord to serve a valid Self-Declaration Form on the RTB and the tenant. Where a landlord serves a valid Self-Declaration Form on foot of the level of rent arrears, the PDRTA protections will **cease to apply** to the tenant.

A landlord may end the tenancy before 13 April 2021 by serving a Notice of Termination in the normal manner. However, a tenant must be afforded a minimum notice period of 38 days (usual 28 days plus 10 days grace).

A 10-day grace period is afforded to the tenant in all cases from the date that the PDRTA protections cease to apply.

I am a landlord and the tenant has served a Self-Declaration Form on me. I entered into an arrangement with my tenant to pay rent arrears owed to me, but my tenant has now stopped paying the rent as agreed in the arrangement. Can I terminate the tenancy?

Yes. Where a tenant in rent arrears has refused or failed to comply with an arrangement to pay rent to a landlord, it is open to a landlord to serve a Self-Declaration Form under the PDRTA on the tenant and the RTB.

Where a landlord serves a valid Self-Declaration Form for failure or refusal by the tenant to pay rent agreed in the arrangement, then the protections of the PDRTA shall cease to apply to the tenant. A landlord may then seek to end the tenancy before 13 April 2021 by serving a Notice of Termination in the normal manner.

However, a tenant must be afforded a minimum notice period of 38 days (usual 28 days plus 10 days grace).

A 10-day grace period is afforded to the tenant in all cases from the date that the PDRTA protections cease to apply.

I am a landlord and the tenant has served a Self-Declaration Form on me. My tenant has failed or refused to provide the RTB or MABS with information for the purpose of obtaining advice from MABS. Can I terminate the tenancy?

Yes. Where a tenant has refused or failed to provide the necessary information to the RTB or MABS, it is open to a landlord to serve a Self-Declaration Form on the tenant and the RTB. Where a landlord serves a valid Self-Declaration Form for the failure or refusal by the tenant to provide information to the RTB or MABS, the PDRTA protections will cease to apply to the tenant.

A landlord may then seek to end the tenancy before 13 April 2021 by serving a Notice of Termination.

However, a tenant must be afforded a minimum notice period of 38 days (usual 28 days plus 10 days grace).

A 10-day grace period is afforded to the tenant in all cases from the date that the PDRTA protections cease to apply.

I am a landlord and the tenant has served a Self-Declaration Form on me. If the PDRTA protections apply to my tenant, it will cause undue financial hardship on me. Can I terminate the tenancy?

Yes. Where the application of the PDRTA protections to a tenant would cause undue financial hardship to a landlord, it is open to a landlord to serve a Self-Declaration Form on the tenant and the RTB.

Where a landlord serves a valid Self-Declaration Form for undue financial hardship which may be caused to a landlord if the PDRTA protections apply to the tenant, those protections will cease to apply to the tenant. A landlord may then end the tenancy before 13 April 2021 by serving a Notice of Termination in the normal manner.

However, a tenant must be afforded a minimum notice period of 38 days (usual 28 days plus 10 days grace).

A 10-day grace period is afforded to the tenant in all cases from the date that the PDRTA protections cease to apply.

I am a landlord. What does “Undue Financial Hardship” mean under the PDRTA?

The protections under Part 3 of the PDRTA cease to apply to a tenant where the landlord serves a written declaration to the RTB, and copies it to the tenant, stating that the application of the protections under the PDRTA to the tenant would cause **undue financial hardship** to the landlord.

The landlord is required to provide appropriate supporting information in his or her declaration – i.e. information which may be material or relevant to the question of whether or not undue financial hardship would arise for the landlord on foot of the application of the PDRTA protections to his or her tenant.

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

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

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

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

I am a landlord and I served a Notice of Termination during the emergency period under the PDRTA (i.e. from 11 January 2021 to 12 April 2021) for rent arrears. After I had served a Notice of Termination, my tenant served a valid Self-Declaration Form on me. When is the tenancy termination date?

A landlord may serve a valid Notice of Termination with a 28-day notice period for rent arrears in the normal manner. Where a tenant serves a valid Self-Declaration Form on a landlord, the new PDRTA protections will apply to that tenant (subject to certain conditions and procedural requirements).

Where the PDRTA protections apply, the notice period in the Notice of Termination will increase to a minimum 90 days and the tenancy termination cannot take effect **until 13 April 2021**. In addition, no rent increases can take effect under that tenancy in respect of the period from **11 January 2021 to 12 April 2021**.

I am a tenant and my landlord just served me with a Self-Declaration Form on me. What does this mean?

Where a landlord serves a valid Self-Declaration Form on a tenant and the RTB, the protections of the PDRTA shall cease to apply to that tenant. Where this occurs, a landlord may seek to end a tenancy prior to 13 April 2021 by serving a Notice of Termination in the normal manner.

However, a tenant must be afforded a minimum notice period of 38 days (usual 28 days plus 10 days grace).

A 10-day grace period is afforded to the tenant in all cases from the date that the PDRTA protections cease to apply.

If a landlord had already served a 90-day Notice of Termination and subsequently, serves a Self-Declaration Form on a tenant, the PDRTA protections cease to apply **and** the termination date specified in the Notice of Termination will be re-calculated to the date that falls **10 days after the later of:**

1. The termination date in a Notice of Termination, grounded on rent arrears and served on the same day, where the protections of the PDRTA did not apply – i.e. 10 days after the usual 28 day rent arrears notice period; or
2. The date the protections of the PDRTA ceased to apply to tenant.

Here are two examples:

Example 1: A landlord served a tenant with a 90-day Notice of Termination as the protections of the PDRTA applied to the tenant. On day 8 of the notice period, the protections ceased to apply to the tenant. The 90-day notice period will now end on day 38, 10 days after the earliest date that could be lawfully specified in the Notice of Termination in the normal manner, which provides for a 28-day notice period for tenancy termination due to rent arrears.

Example 2: A landlord served a tenant with a 90-day Notice of Termination as the protections of the PDRTA applied to the tenant. On day 30 of the notice period, the protections ceased to apply to the tenant. The 90-day notice period will now end on day 40, being 10 days after the protections of the PDRTA ceased to apply.

REVIEWING THE RENT & NOTICES OF RENT REVIEW

I served my tenant with a notice of rent increase and it was due to come into effect during the emergency period under the PDRTA (i.e. from 11 January to 12 April 2021). Is the tenant now required to pay the increased rent?

Where the PDRTA protections apply, no rent increase can take effect under a relevant tenancy in respect of the period from **11 January 2011 to 12 April 2021**.

Accordingly, rent increases are prohibited for tenancies protected by the PDRTA **until 13 April 2021**, with no back-dating allowed.

Tenants and landlords should refer to the Guidance on the PDRTA on www.rtb.ie to ensure compliance with all requirements and procedures to benefit from the PDRTA protections.

Rent reviews can proceed as normal but **only a rent decrease can take effect prior to 13 April 2021**.

Tenants must, as usual, be given 90 days' notice of the new rent taking effect.

Information on Rent Pressure Zones, market rent, and sample notices of rent review can be found on 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 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](#).