



Rialtas na hÉireann
Government of Ireland

The Residential Tenancies and Valuation Act 2020:

What this Means for Landlords and Tenants

1 Introduction

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

The Government is acutely aware that there has been a substantial and sudden increase in unemployment. Many in the residential rental sector face jobs losses, restricting their ability to pay rent and putting tenancies at significant risk of termination.

Against this backdrop, the Minister for Housing, Local Government and Heritage, Darragh O'Brien, T.D., introduced the Residential Tenancies and Valuation Act 2020, which became law on 1st August 2020. At the same time, on 1st August, the rental protections under Part 2 of the Emergency Measures in the Public Interest (Covid-19) Act 2020, referred to as the "Covid-19 Act 2020" in this guidance, expired.

The Residential Tenancies and Valuation Act 2020 introduces protections for those tenants who are facing rent arrears and, as a result, are at risk of losing their tenancy. If a tenant's ability to pay rent has been impacted by Covid-19 and the tenant meets specific criteria, new procedures and protections apply. Tenants who follow these procedures cannot be made to leave their rental accommodation before 10th January 2021, and it is prohibited for them to pay any increases in rent until after the 10th of January 2021.

This Guidance Document aims to help those working and living in the rental sector to navigate the changeover from the rental protections under the Covid-19 Act 2020 to the new rental protections under the Residential Tenancies and Valuation Act 2020.

This document outlines:

- What is expected as the rental protections under the Covid-19 Act 2020 expire;
- The new requirements for landlords and tenants if they find themselves in rent arrears, especially as a result of Covid-19;
- A step by step guide to the process from the point where the tenant receives a warning notice or Notice of Termination for rent arrears;
- An overview of all the income and information supports for those struggling to pay rent, who have lost their jobs or have reduced earnings as a result of Covid-19; and
- Guidance for landlords and tenants on how to communicate during these challenging times to try to seek alternative arrangements, such as payment plans to address any potential rent arrears that may arise.

2 Emergency Measures in the Public Interest (Covid-19) Act 2020

The Covid-19 2020 Act was introduced on 27th March 2020 and banned all rent increases and tenancy terminations, with limited exceptions, during the Covid-19 emergency period. This emergency period expired on 1st August 2020. This means that Notices of Termination can be served from the 2nd of August.

From 1st August 2020, when the Residential Tenancies and Valuation Act 2020 came into force, new rental protections apply to tenants who face rent arrears and, as a result, are at risk of their tenancy ending.

2.1 Rules around ending a tenancy as Covid-19 Act 2020 emergency period expires

Where a Notice of Termination was served before the emergency period commenced (27th March 2020) under the Covid-19 Act 2020 and the notice period had not yet expired by the 27th of March 2020, tenancies cannot end before the 10th of August 2020 at a minimum. The tenant must vacate on the revised termination date, which is based on the unexpired notice that remained when the emergency period began. This date cannot be before 10th August.

For example, if a tenant was due to vacate on 29th March, they would have 2 days left to run from the 2nd August; however, the tenant in this scenario is now afforded until 10th August.

If a tenant had 10 days' notice left to run from 2nd August, the tenant will still be due to vacate on the 12th August as that is a date later than 10th August.

For more information on the new measures introduced under Residential Tenancies and Valuation Act 2020 and what this means for those in rent arrears, please refer to Section 3.

For a full overview of the usual rental rights and responsibilities for landlords and tenants, please read the RTB's Good Landlord Tenant Guide [here](#).

2.2 Ending a tenancy is now permitted

For tenancies other than those in rent arrears, the existing laws on how to end a tenancy apply again from the 2nd of August 2020. For all landlords who served a Notice of Termination before the Covid-19 Act 2020 and had the termination notice period paused, those notice periods now recommence. For instance, if there were 30 days left on a notice period on the 27th of March 2020, from 2nd August, the 30 days can begin to count again.

As a reminder, the rules around how to end a tenancy are outlined below:

- **If a tenancy has lasted for more than six months, a landlord can only end a tenancy for six reasons:**
 - A tenant has breached their obligations. An example of this would be Anti-Social Behaviour or rent arrears. Please note that under the new legislation, **if a landlord wants to end a tenancy for rent arrears as a result of Covid-19, they have new procedures to follow. Please continue reading below for more information in Section 3.**
 - The property is no longer suited to the tenant's needs.
 - A landlord wishes to sell the property.
 - A landlord or landlord's family member wants to live in the property.
 - The landlord intends on substantially refurbishing the property, which requires the tenant to vacate the property for more than three weeks.
 - The use of the property has changed.

If a tenancy has lasted less than six months and a landlord wants to end the tenancy, they may do so and do not need to state a reason; however, they must provide the tenant with 28 days' notice.

More information on notice periods is found below.

A fixed term lease cannot be ended before the fixed term, unless a clause in the lease lists one of the above reasons in it.

- **Notices of Termination are only valid, if they:**
 - Are in writing.
 - State the date on which the notice is served.
 - Are signed by the landlord or real estate/authorised agent.
 - Say why the tenancy is ending, using one of the above reasons only.
 - State the date when the tenant must leave the property.
 - State that the tenant has 28 days to refer a dispute to the RTB if they have a question as to the validity of the Notice of Termination or the right to end the tenancy.

For Notice of Termination templates, you may visit the RTB website [here](#).

If a landlord is relying on any of the above reasons to end a tenancy, they must inform the RTB by providing a copy of the Notice of Termination issued to the tenant within 28 days from when the Notice of Termination expires.

- **Landlords must give their tenants the correct amount of notice period to vacate the property, which is based on how long the tenant lived in the property as follows:**
 - 28 days' notice if tenancy is less than 6 months
 - 90 days' notice if tenancy is less than a year, but more than six months

- 120 days' notice if tenancy is less than 3 years, but more than a year
- 180 days' notice if tenancy is less than 7 years, but more than 3 years
- 196 days' notice if tenancy is less than 8 years, but more than 7 years
- 224 days' notice if tenancy is 8 years or more

As a reminder, the Covid-19 Act 2020 effectively paused all tenancies and notice periods on 27th March until 1st August 2020. Now that the legislation has expired, the countdown of all notice periods can begin again from the 2nd of August 2020.

For example, a landlord served a Notice of Termination on 1st March 2020 because the landlord wanted to sell the property. The tenant had lived in the rental property for 18 months, so the notice period is 120 days. Under this scenario, only 26 days counted towards the notice period before the emergency legislation was introduced on 27th March 2020. On 2nd August, the notice period countdown can start again, which means that there are still 94 days left in the notice period. The new tenancy termination date is 4th November 2020.

2.3 Rent increases can now take effect

Any rent review notices that were served during the emergency period between 27th March and 1st August 2020 are now permitted to take effect, unless the tenant has been financially impacted by Covid-19 and cannot pay the rent (see Section 3 for further details). From 2nd August 2020, all the rules around setting and reviewing the rent inside and outside Rent Pressure Zones (RPZs) apply as normal as set out below.

For those who issued a rent review notice during the Covid-19 emergency period between 27th March 2020 and 1st August 2020, no rent increases were able to take effect and no rent increase was payable by the tenant during that period.

From 2nd August 2020, as long as the usual rules are adhered to and the 90-day rent review notice period was given, rent increases become payable by the tenant with no back-dating permitted. Additionally, a rent decrease continues to be allowed, whether the rent review notice was served before or during the emergency periods under the Covid-19 Act 2020 or the Residential Tenancies and Valuation Act 2020.

As usual, tenants were required to pay rent to their landlord between 27th March 2020 and 1st August 2020 and continue to be obligated to pay their rent. If a tenant is faced with rent arrears as a result of Covid-19, please continue to Section 3 for the new rules that apply.

For further information on the rules around rent setting and rent reviews inside and outside Rent Pressure Zones, please visit the RTB website [here](#).

2.4 Unlawful termination of tenancies continues to be prioritised by the RTB

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

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

3 Rent Arrears and the Residential Tenancies and Valuation Act 2020

From the 1st 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 9th March 2020 and 10th 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 11th 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 be found [here](#).

Please note that it is a criminal offence 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.

3.1 New rent arrears procedure

Below is an 8-step process which outlines the new rules and requirements for both landlords and tenants facing rent arrears. Failure to complete each step as set out below 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. 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 [here](#).

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

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 arrears 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 10th January 2021 under the Residential Tenancies and Valuation Act 2020 for tenants who are currently, **or at any stage between 9th March 2020 and 10th 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 1st August 2020.

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

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

Criteria A

- You are in receipt of Disability Benefit due to being temporarily out of work because you contracted Covid-19 or were a probable source of Covid-19 infection, during the period of 9th March 2020 to 10th January 2021, and your employer did not have to pay you; **OR**
- You are in receipt of/or entitled to receive during the period of 9th March 2020 to 10th 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 your tenancy.

If the tenant meets the above criteria, they may fill in and sign the [Self-Declaration form](#) and benefit from the above protections.

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

The RTB recommends use of certified or registered post unless the 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 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 form 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.

By law from the 1st August 2020 to 10th January 2021, if Notices of Termination are served on tenants who:

- have not paid rent arrears during the minimum 28-day warning period, and
- have not submitted a Self-Declaration form to their landlord & the RTB,

the termination notice period is a minimum of 28 days.

2. **Landlord who has received a Self-Declaration form from their tenant:** If a tenant has submitted a Self-Declaration form to the landlord confirming that Covid-19 has impacted their ability to pay rent, **that tenancy cannot be terminated until on or after 11th January 2021 and the tenant must be provided with a minimum of 90 day's notice**. Please note that it is still open to a landlord to serve a valid Notice of Termination from 1st August onwards; however, the termination date must be on or after 11th 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. 11th January 2021.**

A sample Notice of Termination for rent arrears can be found on the RTB website [here](#).

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 2nd 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.

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 apply for dispute resolution with the RTB regarding the Notice of Termination, 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.

4 Available 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 31st 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.

MABS

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

Talk to your Bank or Credit Provider

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

Abhaile

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

Citizens Information

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

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

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

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

5 Basic Guidance for Landlords and Tenants Facing Rent Arrears

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

Talk as early as possible

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

Before you talk

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

Things to Remember

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

If you are a tenant:

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

If you are a landlord:

- Consider your relationship with the tenant to date, has it been positive and is it a tenancy you would like to continue?
- Consider the benefits of keeping a tenant in place compared to the cost and uncertainty of changing tenants during this time.

- If your tenant has fallen in to arrears since the Covid-19 emergency commenced, is there an amount either in full or partially that you could waive?
- If your tenant is struggling to meet the full rent amount each month, could you afford to accept either a temporary rent reduction or rent deferment?
- Consider if you wish for the rent amount to remain as is or if you would be open to a rent reduction moving forward?
- If an agreement on rent arrears or future rent amounts is made, please ensure to use the templates on www.rtb.ie.

After your talk

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

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

5.1 RTB Supports and Services

Payment Plan Templates

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

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

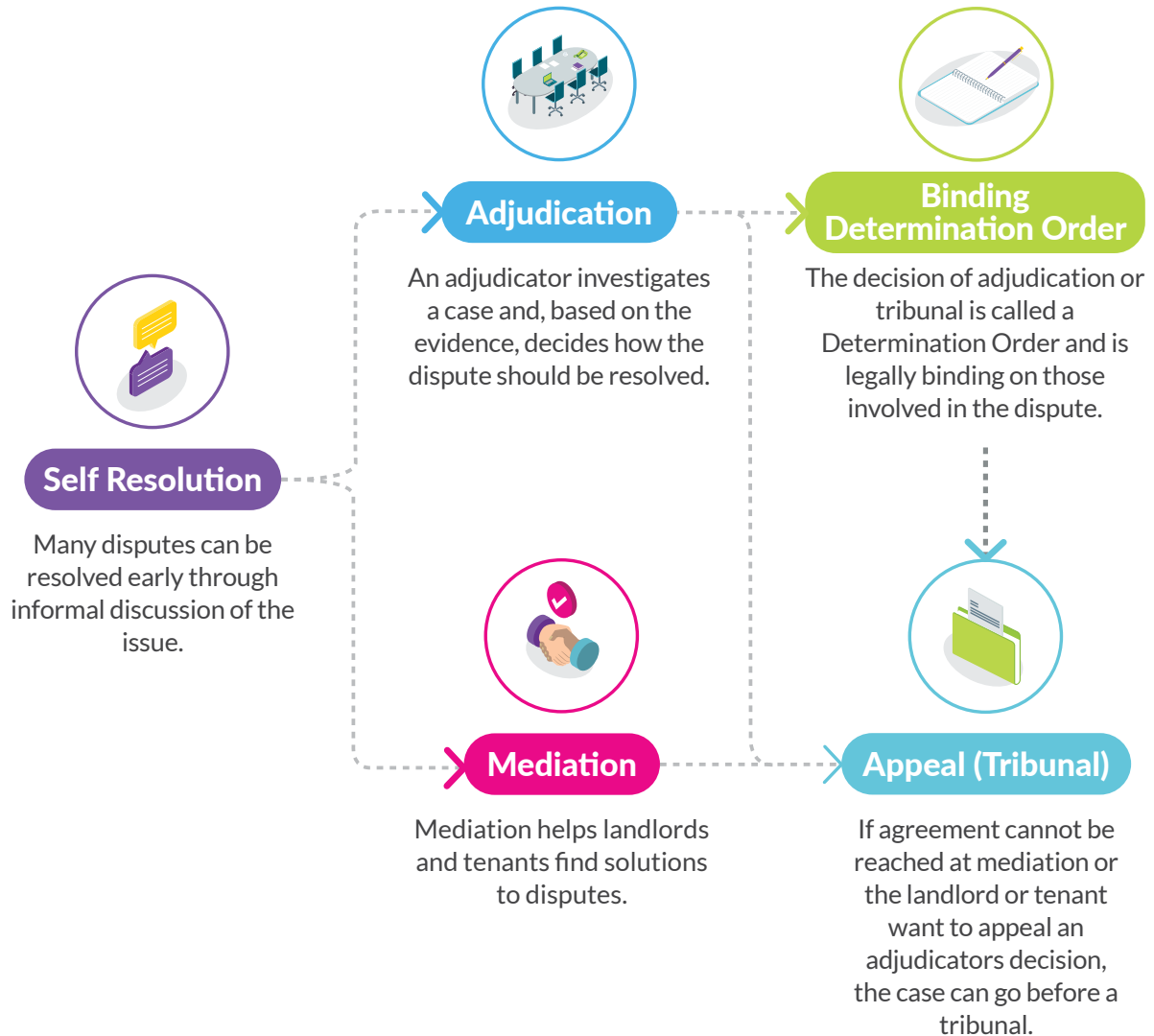
RTB Disputes Resolution Services

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

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

Dispute Resolution Process

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



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



Rialtas na hÉireann
Government of Ireland

gov.ie