**TEMPLATE RENT ARREARS PAYMENT PLAN LETTER (NO WARNING NOTICE SERVED)[[1]](#footnote-1)**

**[**Insert Tenant Name(s)**]**

**[**Insert Tenancy Address**]**

**[**Insert Date**]**

**Re:** **[**Insert Tenancy Address**]**

Tenancy between **[**Insert Landlord Name(s)**]** and **[**Insert Tenant Name(s)**]** (the “**Tenancy**”)

**[**Monthly/Weekly**]** rent of €**[•]** (the “**Rent**”)

Dear **[**Insert Tenant Name(s)**]**

This letter relates to your tenancy of the dwelling at **[**Insert Address of Rented Dwelling**]**.

As you know, the current rent for your tenancy is €**[**Insert Total Rent**]** which is payable **[**weekly/monthly**]** by **[**insert payment method**]**.

You have failed to pay rent in accordance with your obligations under the Residential Tenancies Act 2004 (as amended). As of today, the **[**Insert Date**]**, you owe rent arrears of €**[**Insert Total Rent Arrears**]** (the “**Rent Arrears**”).

Despite that, **[**I am/we are**]** open to agreeing a payment plan which will enable you to discharge the Rent Arrears in **[**weekly/monthly**]** instalments, as set out in the **Appendix** to this letter. **You must discharge the Rent Arrears in the amounts and on the dates specified in the Appendix to this letter (the “Payment Plan”).**

For the avoidance of doubt, the Payment Plan is in respect of the Rent Arrears only. **You must continue paying your current [weekly/monthly] rent in addition to the Rent Arrears detailed in the Payment Plan.**

Please note if you do not agree to the Payment Plan, or if you fail to pay the Rent Arrears as set out in the Payment Plan, **[**I am/we are**]** entitled to terminate your tenancy by serving a Warning Notice and Notice of Termination on you. Any outstanding Rent Arrears shall remain payable.

This agreement is subject to the following provisions:

1. That it is personal to you, as the Tenant(s) under the Tenancy;
2. Except to the extent required by law, you shall not divulge or communicate to any person (other than your professional advisors) any of the terms or content of this letter;
3. In all other respects the Tenancy is confirmed;
4. If your Tenancy is terminated before you make all the repayments and comply with the Payment Plan, then the balance of the Rent Arrears must be paid on the date of termination of the Tenancy.

Please sign below and return to me within **[**insert number of days**]** days to confirm your agreement to the Payment Plan. Unless and until that is done, this letter has no effect and it is necessary that the entirety of the rent arrears be paid forthwith; otherwise a Warning Letter will issue without further notice.

Signed:

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**[**Insert Landlord Name(s)**]**

**Landlord(s)**

**[**I/We**]** hereby confirm our agreement to the terms of the within letter.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**[**Insert Tenant Name(s)**]**

**Tenant(s)**

**Dated the day of 20[20]**

**APPENDIX**

**Payment Plan**

|  |  |
| --- | --- |
| **Rent Arrears** | **Repayment Due Date** |
| **[**insert rent arrears amount**]** | **[**insert repayment due date**]** |
| **[**insert rent arrears amount**]** | **[**insert repayment due date**]** |
| **[**insert rent arrears amount**]** | **[**insert repayment due date**]** |
| **[**insert rent arrears amount**]** | **[**insert repayment due date**]** |
| **[**insert rent arrears amount**]** | **[**insert repayment due date**]** |

1. ***Please note:*** *this template document should be used for guidance purpose only and it is your responsibility to ensure compliance with the Act – the document does not constitute binding legal advice and is not a legal document. The RTB accepts no liability for any action taken in reliance on the information in the template documents or responsibility for inaccuracies, errors, or omissions.*

   ***Please also note****: this does not constitute a Warning Notice and is not the first step towards terminating a tenancy.*

   ***Where there are multiple tenants in the rent dwelling, there should not be multiple agreements entered into regarding the rent arrears. This agreement is in respect of the one tenancy, and you should only enter into one agreement regarding the rent arrears in these circumstances****.*  [↑](#footnote-ref-1)