



Matheson

Residential Tenancies Act 2020

COVID-19 protections:
New moratorium on
residential evictions



Background

Since the beginning of the COVID-19 pandemic in Ireland, a range of temporary protections have been introduced for tenants affected by COVID-19. In our recent update available [here](#), we provided an overview of protections to support residential tenants economically affected by COVID-19 which are effective until 10 January 2021. In addition to these protections (yet operating independently of same), the Government enacted the Residential Tenancies Act 2020 (the “**Act**”) on 24 October 2020 which places a temporary moratorium on residential evictions during the recently introduced Level 5 restrictions.

Applicability – to whom and when?

The Act applies to residential tenancies and student accommodation licences. The Act does not apply to commercial tenancies. The Act applies during an emergency period which is defined as any time period where there are restrictions on travel outside a 5km radius of a person’s place of residence (the “**Emergency Period**”). The current Emergency Period commenced on 22 October 2020, when the travel restrictions were introduced and will end when the travel restrictions are lifted. The lifting of these restrictions is being kept under review by the Government but is expected to be on or around 1 December 2020.

Termination Notices

The intention of the Act is to prevent residential tenants having to vacate their rented dwellings whenever travel is restricted to a 5km radius of a person’s place of residence. The Act therefore provides that any termination notice served by landlords before or during an Emergency Period shall not take effect during the Emergency Period. The duration of an Emergency Period shall not count as part of any notice period given. The Act also provides a 10 day “grace-period” following the expiry of an Emergency Period whereby a residential tenant cannot be evicted.

The practical effect of these provisions is that where a termination notice was served **before** an Emergency Period, the revised termination date will be 10 days after the aggregate of (1) the notice period unexpired at the commencement of the Emergency Period plus (2) the Emergency Period.

Alternatively, where a termination notice is served **during** an Emergency Period, the revised termination date will be 10 days after the aggregate of (1) the notice period in the termination notice plus (2) the unexpired period of the Emergency Period remaining on the date of service of the notice.

The temporary moratorium on residential evictions is subject to a number of limited exceptions including cases of anti-social behaviour or where a rental property is being used other than as a dwelling without the landlord's consent.

Entitlement to remain in occupation of a dwelling during an Emergency Period

Any residential tenants who were served with a termination notice prior to the commencement of an Emergency Period and who have remained in occupation of the dwelling beyond the expiration of the notice period (with or without the landlord's consent) shall be entitled to remain in occupation of the dwelling until 10 days after the expiry of the Emergency Period subject to the terms and conditions of the tenancy.

Security of Tenure

A tenant who is not otherwise entitled to a Part 4 tenancy will not acquire any Part 4 rights by virtue of the provisions of the Act.

Rent Increases

The Act provides for a moratorium on residential evictions only during an Emergency Period, it does not prohibit rent increases.

Please get in touch with your usual contact in the Matheson Commercial Real Estate department should you have any queries or wish to discuss further.

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