



Housing and Tenancy Rights - Online Information Session

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- **Housing Assistance Payment (HAP)**
- **HAP vs. Social Housing**
- **How to apply**
- **Transfers, rent arrears, and other changes in HAP**
- **Homelessness and emergency situations**
- **Information and other resources**
- **Contact Us**

Housing Assistance Payment (HAP)

- HAP for the Housing Assistance Payment.
- It is a state programme that helps low income families and individuals pay for rent.
- It is NOT the same as council housing.
- HAP helps to pay the rent for private rented accommodation.

How to apply for HAP

- To be eligible for HAP a person or family must first apply for Council Housing and be added to the council housing waiting list.
- This must be sent to the local council in the area within which you live.
- The council housing form can be requested from your local council or found online.
- Applications to be put on the council housing list can take around 1 month to process.
- Once approved you can then begin an application for HAP.
- HAP applications are again made to the local council which has approved your housing list application.
- HAP forms can be requested from the local council office and are also found online.
- There are several sections in the form which you fill in yourself as well as sections for Revenue, Social Welfare payments, and for the Landlord to fill in.
- It is important that all sections are filled in properly before submitting an application.

- In order to fill in the form you will need the following information/ documents:
 - PPS numbers of ALL family members
 - Irish Residence Permit Cards (IRP cards) also known as GNIB cards (only those with stamp 4 and certain other immigration permissions will be eligible)
 - Passports or Travel Documents
 - Evidence of social welfare payment (if applicable)
- You will also need the following from the landlord:
 - Consent pages signed by landlord.
 - Evidence of tax compliance (e-tax clearance form).
 - Evidence of ownership of property.
 - Certification that the property meets rental accommodation standards.

If Approved for HAP

- The council will pay the monthly rent directly to the landlord.
 - This is based on maximum monthly rent limits.
 - The council does have limited flexibility to exceed rent limits.
- As the tenant you will be required to pay a weekly amount to the Council.
- If you do not pay your weekly contribution to the council they will stop paying your landlord.
- Payments to the council are set up as automatic payments from your bank account.
- You do not need to remain on a social welfare payment.
- If offered full time employment you can still receive HAP.
- The amount of HAP that you receive will be based on your household income.
- i.e. The income of everyone who is residing in the home (including adult children).
- The local council authority is required to inspect the property within 8 months to ensure standards are met.

Once in receipt of HAP:

- The housing need of the tenant is deemed to be met.
- This means you will no longer be on the waiting list for a council house.
- Tenants can however **apply to remain on a transfer list** and they can then be considered for other forms of social housing.
- Tenant is expected to remain in the property for a minimum of 2 years.
- Permission to move within 2 years will only be considered on specific grounds.
- A full list of county HAP limits can be found on citizens information website.

Reasons HAP can be stopped

- Accommodation does not meet the minimum standards for rented accommodation.
- Landlord is not tax compliant or registered with RTB.
- Tenant does not pay their weekly contribution to the council.
- Tenant does not complete rent review when their income changes.
- Tenant does not pay new weekly contributions if family size changes.

Landlord Responsibilities

As part of the application process, a landlord will be required to submit certain information including:

- Monthly rent amount.
- Landlord's bank account payment details.
- Give undertaking regarding the property's compliance with standards.
- Undertaking regarding tax compliance.

Benefits for landlords

- No need for rent collection from tenants.
- All payments will be made electronically.
- Increased Tax relief if renting to HAP tenants for at least 3 years.
- Mortgage interest can be treated as an expense against rental income.

Homelessness and Emergencies

- If you find yourself in immediate danger of homelessness you can access emergency accommodation through the council.
 - The Homeless Action Team will assess your situation.
 - If qualified, you will be offered emergency accommodation.
 - EVERYONE is entitled to a 9 to 9 emergency bed for the night regardless of immigration status.
- The Homeless Action Team is located at the following:

2 Church Street
John's Square
Limerick

Normal Business Hours: 061 481 212
Out of Hours: 1800 60 60 60

- If you are in danger of homelessness (i.e. eviction notice or trouble paying rent) the following organisations can also be of assistance:

Threshold

- Threshold give advice and can liaise with landlords on behalf of tenants.

- 1800 454 454

Peter McVery Trust

- Can assist individuals and families in sourcing more suitable accommodation.
- 061 214 882 (Limerick)

Novas

- Novas help those who are about to become homeless.
- 061 370 325 (Limerick)

Focus

- Focus can help families experiencing a risk of homelessness.
- 086 0354 513 (Limerick)

MABS (Money Advice and Budgeting Service)

- Assist individuals and families to manage their money.
- 076 1072 210 (Limerick)

Information Sources

For more information on HAP you can visit the following websites:

- Citizens Information:

https://www.citizensinformation.ie/en/housing/renting_a_home/housing_assistance_payment.html

- Limerick City and County Council:

<https://www.limerick.ie/council/services/housing/social-housing/housing-assistance-payment-hap>

- HAP.ie:

<http://hap.ie/>

Dispute Resolution Processes

- Landlords Responsibilities
- Tenants Responsibilities
- Notice of Termination
- Notice of Rent Review
- Dispute Resolution Service

Landlord Responsibilities

- Register a tenancy

- Provide tenant(s) with records of payments
- Provide a point of contact for tenant(s)
- Carry out repairs and maintain the dwelling
- Reimburse the tenants for repairs which you have been advised of but not carried out within a reasonable period of time
- Give written notice of any rent review
- Provide a valid written notice of termination
- Give notice of any inspections
- Refund any deposit promptly
- Insure the structure

Tenant Responsibilities

- Pay rent on time and in full; including during the process of dispute resolution
- Keep the dwelling in good condition
- Inform landlord if repairs are required and allow access
- Inform the landlord of who's living in the property
- Give written valid notice of termination
- Do not allow or cause any damage to the dwelling
- Pay for any damage that is beyond normal wear and tear
- Not to engage in anti-social behaviour or allow others to
- Comply with the terms of the tenancy agreement

Notices of Termination

Part 4 Tenancy V Part 5 Tenancy

- After six months of a continuous occupation a tenant acquires '**Part 4 rights**'.
- Right to remain in the property for a further five and a half years.
- Sec 34 Grounds.
- Based on occupation.

Part 5

- Minimum of 28 days notice.
- After 6 months a reason is required.
- Rent arrears, breach of obligations.

Grounds for Ending a Tenancy (s. 34)

- A breach of obligations occurs by the tenant.
- Landlord requires the dwelling for own or family member use.
- Landlord intends on selling the dwelling.
- The landlord intends to substantially refurbish or renovate the dwelling or,
- The landlord intends to change the use of the dwelling.
- The dwelling is no longer suitable to the accommodation needs of the tenant.

Notices of Termination

Must:

- Be in writing
- Be dated and signed by the landlord or their agent

Specify:

- Termination date
- Date of Service
- Reason (over 6 months)
- That the tenant has the whole of 24 hours on that date to vacate

State:

- Any issue as the validity must be referred to the RTB within 28 days of receipt of the notice

Ending a Fixed Term Tenancy

Only be terminated before the end of the fixed term where:

- A breach of obligations occurs by either the landlord or the tenant.
- Landlord does not consent to an assignment of a sub-letting of the tenancy which allows the tenant to serve a notice termination on the landlord.
- The lease provides for specific grounds for terminating before the end of the fixed term.
- These specific grounds must comply with Part 4 of the Residential Tenancies Act 2004.

Rent Arrears Warning notice

Rent Arrears & Overholding

- 14 day warning(first 6 months) V Reasonable Notice period (Part 4 tenancy)
- Case Study: Overstated Arrears
- Warning letter issued for arrears of €2,066
- However a payment had not yet been applied to the account
- €1,838.48 was actually owing by the Tenant
- Notice of Termination found Invalid

Anti-social Behaviour

Defined in Section 17 of the Act - 3 paragraphs

- First two [paragraphs (a) & (b)] are 'serious' and would qualify for a seven day notice and no prior warning.
- Prior notification not required where terminating on grounds of very serious anti-social behaviour – 7 day notice.
- Paragraph (c) is a less serious breach with a 28 day notice and prior warning required.

It is always the call of the landlord as to which scenario applies – high burden of proof.

Changes to Notice Periods

Duration of Tenancy	Notice Period
Less than 6 months	28 days
6 months but less than one year	90 days
1 year but less than 3 years	120 days
3 years but less than 7 years	180 days
7 years but less than 8 years	196 days
8 years +	224 days

Changes to Notice Termination

- **Intention to Sell:** changes 3 months of the termination date to 9 months. Landlords now must offer back within 9 month period if sale does not proceed.
- **Substantially Refurbish:** Tenancy offered back on completion of the works. Must include a cert. in writing of a registered professional stating:
 - The works would pose a threat to the health and safety of the occupants of the dwelling concerned and should not proceed while the dwelling is occupied, and,
 - If such a risk is likely to exist this time allowance shall not be less than 3 weeks.
- **Landlord / Family move back in or Change in the use of the dwelling:** Landlords offer back extended from 6 months to 12 months.
 - Submit a copy of the Notice of Termination within 28 days of termination date. Form available on www.rtb.ie

Additional damages can be awarded re: S. 34 grounds.

Remedial Notices

Notice of Termination


If notice invalid due to defect, and no prejudice:

- Adjudicator/Tribunal shall allow the landlord to remedy the original notice by serving remedial notice within 28 days of issuing of Determination Order.
- Notice period is then the required notice period + 28 days.
- Landlords do not have to start over again when issuing the new Notice of Termination under these conditions.

Notice of Rent Review

- Dual systems RPZ v non-RPZ
- RPZ: maximum of 4% per annum, review once every 12 months
- Non-RPZ: review to 'market level', review once every 24 months
- Minimum of 90 days notice always required
- New prescribed form
- 3 comparables

Exempt Properties

Tenancy already in existence at the time an area is designated as a Rent Pressure Zone:	Tenancy commences after an area is designated as a Rent Pressure Zone:
<p>The rent can only be reviewed 24 months (2 years) after the tenancy came into existence, or 24 months from the date the last notice of rent review was served.</p> <p>When the next rent review is due, you must apply the Rent Pressure Zone formula to determine the rent increase. Following this initial review, the rent can be reviewed annually.</p>	<p>You can review the rent annually and it can be increased by up to 4% each year.</p> <p>The rent being set should not be more than that of local market rents for similar properties.</p> 

Rent Pressure Zones

- Areas of Change
- RPZ criteria changed to introduce Greater Dublin Area and Dublin Area to replace the National Average rent criteria
- RPZ designations extended until 2021
- RPZ Substantial Change Exemptions
- Definition of Substantial Change

RPZ Substantial Change Exemptions

Definition of Substantial Change

Exempt properties

There have been recent changes to the legislation surrounding the exemption rules and criteria which would permit a landlord to set the rent to market levels as opposed to using the RPZ formula.

Exemption 1:

The initial setting of the rent on a dwelling which had not been rented for a period of 2 years prior to the immediate tenancy commencement date. All rent reviews thereafter must adhere to the Rent Pressure Zone formula.

Exemption 2:

Where a 'substantial change' in the nature of the accommodation has taken place. 'Substantial change' has been defined and will only be deemed to have taken place where strict criteria is met.

Detailed information on the exemptions and the criteria to be met can be found on www.rtb.ie.

- **Exemption 2:** A 'substantial change' in the nature of the accommodation has been defined:
- consist of a permanent extension to the dwelling that increases the floor area of the dwelling by an amount equal to not less than 25 per cent of the floor area.
- **Or**
- In the case of a dwelling to which the European Union (Energy Performance of Buildings) Regulations 2012 apply, result in the BER being improved by not less than 7 building energy ratings or
- RPZ Substantial Change Exemptions
- **Or**
- Three of the following:
 - Internal layout permanently altered.
 - Dwelling adapted for disabled person within the meaning of the Disability Act 2005.
 - Number of rooms is permanently increased.

- Where BER of D1 or lower, the BER being improved by not less than 3 building energy ratings; or where a BER of C3 or higher, the BER being improved by not less than 2 building energy ratings.
- Does not include work required to take a property up to minimum standards.
- Notification to the RTB of Exemptions **within one month from setting of rent** (Tenancy commencement date or issue of the notice).
- Does not apply where works carried out began before commencement of the section then 19 (5) (A).

Dispute Resolution Services

Adjudication Versus (v) Mediation

- Expense v Free service
- Evidence based v Negotiated solution
- Outcome dictated v in control of the situation
- Attendance in person V Take a telephone call
- Formal v Informal
- Rigid determinations v Imaginative solutions
- Win / Lose v Win / Win
- Parties are more likely to comply with the DO
- Shorter processing times
- Same Determination Order

Telephone Mediation – The Stats 2018

- 2018: 26% of applications opting for Telephone Mediation
- 75% Agreement Reached
- 25% No Agreement Reached
- 4% of all Enforcement requests stem from Mediation

Contact Doras

- Address: Doras, Central Buildings, 51a O'Connell St, Limerick
- Phone: +353 061 310 328
- Mobile (call, text or whatsapp) +353 0830802378
- Email: info@doras.org
- Website: www.doras.org