

RESIDENTIAL TENANCIES COVID-19 MODIFICATION

NOTICE – Transitional arrangements for residential tenancies after the Declaration of Public Health Emergency has ceased

The Declaration of the Public Health Emergency under section 52 of the *Public and Environmental Health Act 2011* -ceased at midnight on **15 June 2022**. This has the following consequences:

- The *Residential Tenancies Act 1999* Modification Notice and subsequent amendments do not apply to new tenancies entered into on or after **16 June 2022**.
- Procedural steps where no time frames have been modified will cease to be in effect on and from **16 June 2022**.

For example; the processes for completing an out-going inspection will return to the process set out in the Residential Tenancies Act 1999 (the Act). Similarly, a notice required by or under the Act may no longer be given to a person by electronic service.

- There is a transitional period where time frames for procedural steps not related to termination of a tenancy will continue to apply as per the Modification Notice and subsequent amendments for tenancies in existence on **15 June 2022** despite the emergency period coming to an end. The modified time periods apply to those tenancies until they end.

For example; for tenancies in existence on 15 June 2022, 48 hours' notice is still required prior to inspection by prospective tenants or purchasers at a time agreed between the landlord and tenant on no more than two occasions each week.

- Other procedural steps that involve modified time frames will also continue to apply to tenancies in existence on **15 June 2022**, such as inspections by prospective tenants or purchasers, repairs and maintenance (entry and repair time frames), breach notice periods (maintenance).

For example; if non-emergency maintenance issues are identified, a tenant will still be required to allow a landlord 60 days to attend to the maintenance before serving a breach notice allowing a further 60 days for the breach to be remedied before being able to take the matter to the tribunal.

- Notices served prior to **16 June 2022** will remain in effect.

Transitional arrangements – landlord ‘no cause’ terminations

The transitional arrangements for landlord ‘no cause’ terminations of a tenancy agreement existing on **15 June 2022** apply as follows:

- Periodic tenancies – a landlord may terminate a periodic tenancy without reason by giving the tenant the following notice period:
 - 60 days for notices issued prior to 14 June 2022
 - 42 days for notices issued on or after 15 June 2022

For example; if a periodic tenancy agreement is in existence on 15 June 2022 and the landlord wishes to terminate the tenancy on 30 November 2022 – 42 days’ written notice of the landlord’s intention to terminate is required to be served in order to be deemed a valid notice (i.e. the notice must be issued at least 42 days prior to 30 November 2022).
- Fixed term tenancies – a landlord may terminate a fixed term tenancy without reason by giving the tenant the following notice period:
 - Where the tenancy is due to terminate prior to 14 June 2022: 60 days’ notice
 - Where the tenancy is due to terminate on 14 or 15 June 2022: 42 days’ notice
 - Where the tenancy is due to terminate on or after 16 June 2022: 14 days for notices issued on or after 16 June 2022 (noting that if a longer period is given, that longer period will apply)

For example; if a fixed term tenancy agreement is in existence on 15 June 2022 and is due to expire on 5 July 2022 – 14 days’ written notice of a landlord’s intention to terminate prior to the expiry date is required to be served in order to be deemed a valid notice.

However, if written notice of a landlord’s intention to terminate prior to the expiry date has already been served prior to 16 June 2022, then the longer notice period must still be applied.