



FAQs on Royal Decree-Law 11/2020 on COVID-19 in relation to housing



Summary

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If I live in a rented house

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FAQs on Royal Decree-Law 11/2020 on COVID-19 in relation to housing

If I live in a rented house

01.

How can I find out if I meet the requirements to qualify for eviction suspension, moratorium, reduction or deferment of rent payments?

In order to qualify, you must meet all of the following requirements:

- The **tenant** must have a **rental contract for habitual residence subject to Law 29/1994**, of 24th November on Urban Leases, which excludes housing contracts for different use (premises, shops, professional offices, temporary contract housing, etc.).
- The **tenant** must be in a **situation of economic vulnerability according to the definition made in article 5.**, for which it will be necessary to fulfil **each and every one** of the following requirements:
 - That the person obliged to pay the rent becomes unemployed, in the situation of Temporary Employment Regulation File (ERTE) or has reduced their workday due to care in the case of businessmen, which involves a substantial loss of income.
 - That the total income of the family unit, computed in the month prior to the request for the moratorium, does not exceed the following limits established in art. 5 RDL 11/2020:
 - 3 monthly IPREM (Public Indicator of Multiple Effects Income). This limit will be increased by 0,1 times the IPREM, for each dependent child, (or, in the case of single-parent family units, by 0,15 times the IPREM per child), and by 0,1 times the IPREM for each person over 65 years member of the family unit.
 - 4 IPREM if one or more members of the family unit has a declared disability of more than 33%, is in a situation of dependency or illness that officially recognizes them as permanently incapacitated for work activity. This limit will be increased by 0,1 times the IPREM for each dependent child, (or, in the case of single-parent family units, by 0,15 times

the IPREM per child).

- 5 IPREM, if the person obliged to pay the rent suffers from cerebral palsy, mental illness, or intellectual disability, with a recognized degree of disability equal to or greater than 33%; or is a person with a physical or sensory disability, with a recognized degree of disability equal to or greater than 65%; or suffers from a serious illness that officially declares the person or their caregiver incapable of carrying out a work activity.

Reference:

1 monthly IPREM	537,84 €
3 monthly IPREM	1.613,52 €
4 monthly IPREM	2.151,36 €
5 monthly IPREM	2.689,20 €

- That the rent, plus the basic expenses and supplies of the house (electricity, water, gas, diesel for heating, telephone, community fee) **are equal to or greater than 35% of the net income of the family unit.**
 $\text{€ rent} + \text{€ bills} \geq 35\% \text{ income}$
- That none of the members of the family unit living in the house is the owner or beneficial owner of any home in Spanish territory. This requirement will not apply in any of the following circumstances:
 - When the right falls on an aliquot part of the dwelling and it has been acquired by causa mortis succession.
 - When the members of the family unit, despite being owners of a dwelling within Spanish territory, are unable to dispose of it due to separation or divorce, for any other reason beyond their will or when the dwelling is inaccessible due to the disability of its owner or another member of their coexistence unit.

02.

What happens if my rental contract finishes during the state of alarm or soon?

The person who is the holder of a rental contract for a habitual residence that has an end date between the 2nd of April and up to two months from the end of the state of alarm, **will be able to request an extraordinary extension** of the rental contract for a **maximum period of 6 months**. This extension must mandatorily be accepted by the landlord, unless the parties reach any other type of agreement. [Here you can find a model document to request it.](#)

This possibility for the tenant obliges the owner, being him a legal person or a natural person.

If the rental contract of the tenant ended before the 2nd of April, you can also request the extension of the contract, but in this case, since it is a date prior to the coming into force of RDL 11/2020, **there is NO obligation to accept it.**

03.

My rent contract finishes in June, for example, but now I am out of a job and will not be able to pay. What can I do? Can I request a moratorium or deferment? Until when? And can I ask for the 6-month extension of the contract?

If you have lost your job as a result of the health emergency generated by Covid-19 and you find yourself within the case of supervening economic vulnerability defined in RDL 11/2020, you can apply for a moratorium or deferment of the rent. The application must be accepted by the large owners, companies or public housing entities, and is voluntary for the other owners, unless other types of deferment or total or partial cancellation of the debt agreements have been reached. In the case of large owners and companies or public entities, the moratorium will take place for a maximum period of 4 months and the payment of the accumulated debt will begin to be split from the monthly payment following the end of the state of alarm.

The moratorium or deferment can be requested within three months from the entry into force of RDL 11/2020, that is, until the 2nd of July 2020.

You can also request the extraordinary 6-month extension of the contract as long as it ends in the period from the 2nd of April to two months after the end of the state of alarm. [Here you can find a model document to apply for it.](#)

04.

I have proposed a rent payment agreement to my landlord for the months when I cannot work and they have said that they do not accept it. What can I do?

In the event that the landlord does not accept the proposed agreement, you will be able to access the temporary financing aids guaranteed by the State. The maximum amount is 6 monthly rent payments with a return period of 6 years, extendible for additional 4 years in exceptional cases.

This ICO credit program is currently pending activation. We will update this information as soon as it is developed.

05.

I own property (s) and the tenant cannot pay me the rent. Do I have an obligation to reach an agreement? Can I initiate legal proceedings by filing a lawsuit?

If the home-owner has at least 10 apartments or a number of apartments with a constructed area of more than 1,500m², they must accept the 50% reduction in rent or the moratorium in the terms established in the RDL 11/2020, proposed by the tenant if this person is in a vulnerable situation as a result of the health emergency generated by Covid-19. While the state of alarm is in force, an eviction lawsuit can be filed in the courts, but it must be known that all procedural deadlines are cancelled. Therefore, we recommend the owners to reach an agreement, reduction or moratorium, to avoid situations of litigation and possible home loss. We remind home-owners that we have different programs to mobilize apartments towards an affordable rent such as the [Rental Agency](#).

06.

How can I know if my landlord is a large owner?

You can request a moratorium, deferment or reduction by sending by a registered fax (“burofax”) [this model document](#) to your landlord, who will respond by telling you if they are a large owner or not, and therefore, if they are obliged to apply the conditions established by RDL 11/2020 of moratorium or reduction of rent.

However, if you still want to check if the landlord of your home is a large owner, that means, if they are the owner of more than ten urban properties (garages and storage rooms are excluded), or a constructed area of more than 1,500 m², you can request a property index in the Property Registry with the owner’s details. This document contains the list of ownership records held by that owner. Later, you could request property registration certificates (“notas simples”) on these real estates to know the characteristics of each one of them.

07.

If my home landlord is a company and I cannot pay the rent, what can I do? What can I ask for?

RDL 11/2020 states that if a tenant finds it difficult to pay the rent and meets the requirements of economic vulnerability established in article 5, they may request the lessor, when this is a company (among others), a temporary and extraordinary rent postponement, provided that a deferment, or a total or partial condonation of the rent or a moratorium on the rent have not been agreed between the parties.

If there is no voluntary agreement, in cases in which it is a public housing company or this company meets the requirements to be considered a large home-owner, that means, they have more than 10 urban properties, excluding garages and storage rooms, or a built surface of more than 1,500 m², the lessor, within a maximum period of 7 working days of the lessee’s request, must communicate their decision between these two options:

- A 50% reduction of the rent while the state of alarm lasts and the following monthly payments if that period is insufficient in relation to the situation of vulnerability caused by Covid-19, with a maximum of 4 months.
- A moratorium on the rent payment, automatically applicable while the state of alarm lasts and the following monthly payments (extendible one by one), if that period is insufficient in relation to the situation of vulnerability caused by Covid-19, with a maximum of 4 months. This moratorium will observe the requirements established in article 4.2, b of Royal Decree Law 11/2020.

In the event that the legal person who owns the property does not meet the requirements to be considered a large home-owner and does not accept the proposed agreement, you will be able to access the temporary financing aid guaranteed by the State. The maximum amount is 6 monthly rent payments with a maximum repayment period of 6 years, extendible exceptionally for additional 4 years.

This ICO credit program is currently pending activation. We will update this information as soon as it is developed.

This request must be presented within three months from the entry into force of RDL 11/2020 (on the 2nd of April 2020), until the 2nd of July 2020.

08.

I cannot pay the rent and the landlord tells me to leave. What can I do? Can there be evictions in the current situation?

RDL 11/2020 foresees mechanisms to reach agreements on moratoriums, condonations or reductions in the rent for those tenants of habitual dwellings who have faced a situation of economic vulnerability as a consequence of the health emergency caused by Covid-19.

In the event that it is not possible to reach a voluntary agreement between the parties, the regulations have contemplated the obligation to accept, upon request, moratoriums or reductions in rent in the case of landlords who are large housing owners, companies or public housing entities, as well as temporary financing grants without interest, guaranteed by the state, to facilitate the maintenance of the house.

In the event that the landlord is not a large owner, and they do not accept any proposal, they could demand payment or eviction only in court: they will be able to file a lawsuit, but during the state of alarm all procedural deadlines are suspended.

The tenant will be able to qualify for aid via ICO credit to cover this rental debt. This ICO credit program is currently pending activation. We will update this information as soon as it is developed.

09.

I am out of a job or my income has reduced and I cannot pay the rent. Are there rental aids?

RDL 11/2020 foresees **creating a new rental aid program** called “Aid program to help minimize the economic and social impact of Covid-19 on habitual residence”.

The purpose of this program will be to grant rental aids through direct awarding to tenants of habitual residence who, as a consequence of the economic and social impact of Covid-19, have transitory problems to pay the rent and meet the established vulnerability requirements. Without prejudice to other actions, these grants will have the purpose to confront the difficulty of repaying the temporary funding grants (ICO microcredits without interest). Currently this aid program is pending development through a Ministerial Order and through the competent bodies of each Autonomous Community. We will update this information as soon as it is developed.

10.

What does a rent moratorium mean? And a temporary deferment of the rent?

The rent moratorium or the deferment **implies that the rent payments that are not made will be postponed**, apportioned in the rest of the contract.

11.

Who can ask for a rental moratorium?

A rent moratorium can be requested by the tenant with a rental contract for a habitual residence who is in a current situation of economic vulnerability, when their landlord is a large owner or a company or a public housing entity.

If the landlord is not a large owner, the tenant can negotiate a rent moratorium, but the owner is not obliged to accept it.

12. **How long can the rent moratorium last?**

You can request the rental moratorium for the duration of the state of alarm and, if necessary, the following months, extendible one by one up to a **maximum of 4 months**.

13. **When should I ask for the rental moratorium? Since when is it counted? Until when can I ask for it?**

The tenant has a period of **three months** from the entry into force of the Royal Decree Law 11/2020 to request the deferment of payment of the rental debt, which means that it can be requested **from the 2 April 2020 to three months later, that is, until the 2 July 2020**.

14. **How do I request the temporary deferment of the rent or the moratorium?**

The tenant who is in a current situation of economic vulnerability, **should contact the landlord / owner to request the automatic moratorium on the rental debt, ensuring that the communication is recorded**, exposing their situation of current economic vulnerability and certifying that they fulfill the requirements. [Here you can find a model document.](#)

15. **How long do I have to wait to receive an answer?**

Once the landlord has received the request for a moratorium on the rent payment, they have a **maximum period of 7 business days** (holidays, Saturday or Sunday do not count), to communicate to the tenant the chosen option to be applied between the two possible alternatives.

16. **What does it mean to be in a situation of supervening economic vulnerability?**

It means to find yourself in **the case of economic vulnerability as a consequence of the health emergency caused by Covid-19** that requires the **fulfillment** of the following requirements:

- That the person obliged to pay the rent becomes unemployed, in the situation of Temporary Employment Regulation File (ERTE) or has reduced their workday due to care in the case of businessmen, which involves a substantial loss of income, as long as the total income of the family unit, computed in the month prior to the request for a moratorium, does not exceed the limits established in article 5 RDL 11/2020 (see question 1).
- That the rent, plus the basic expenses and supplies of the house (electricity, water, gas, diesel for heating, telephone and community fee) are equal to or greater than 35% of the net income of the family unit.

17.

How do I have to prove the situation of supervening economic vulnerability?

To prove your situation of **supervening economic vulnerability**, you have to provide the following documentation to the landlord (owner):

- An unemployment benefit certificate issued by the managing body with the monthly amount to be received.
- A certificate issued by the State Tax Administration Agency or a competent body into the Autonomous Community based on the declaration of cessation of activity declared by the interested party in the cases of self-employed workers.
- The number of people residing in the dwelling, providing:
 - Family record booklet (“libro de familia”) or document confirming a domestic partnership (“pareja de hecho”).
 - Registration certificate (“empadronamiento”) for the people registered in the dwelling, referring to the moment of presentation of the supporting documents as well as the previous 6 months ([procedure 010](#)).
 - Declaration of disability, dependency or permanent incapacity to carry out work activity.
 - Property registration certificate (“nota simple”) from the Property Registry index service for all members of the family unit.
 - **Declaration of responsibility** from debtors that they meet the requirements to be considered without sufficient financial resources in accordance with this royal decree law.

If the applicant for the moratorium cannot provide any of the previously required documents, it may be replaced by a **declaration of responsibility** that includes a justification of the reasons related to Covid-19 crisis that prevent them from providing the document, **and they must provide them within [one month period](#) from the end of the alarm state and its extensions.**

18.

Where can I request the registration certificate (“certificado de empadronamiento”)?

To request a home **registration certificate**, in order to be able to request a mortgage moratorium or rental moratorium or other aid established in the recent RDLs, an alternative system has been established as a result of the limitation of the freedom of movement of people during the validity of the state of alarm, (exclusively for the request of certificates to request a moratorium), so that citizens can make the request **by phone on 010 or online through the [Virtual Procedures Office](#).**

19.

Where can I ask for the property registration certificate (“nota simple”) from the Property Registry index service for all members of the family unit?

To request the property registration certificate to prove your supervening social and economic vulnerability situation, you can send an **email** to the [Property Registry](#) where your home is registered or in any of the City Registries where you have your habitual residence, necessarily adding a photocopy of the ID

card of the person on whom the information has to be issued or, where appropriate, of all the members of the family unit.

20.

What happens if I cannot obtain any of the requested documents to prove my situation of supervening economic vulnerability?

If the applicant for the moratorium cannot provide any of the previously required documents, it may be replaced by a **declaration of responsibility** that includes a justification of the reasons related to Covid-19 crisis that prevent them from providing the document, and **they must provide them within one month period from the end of the alarm state and its extensions.**

In case you want to request a suspension of an eviction or an expulsion procedure foreseen in article 1 of RDL 11/2020 and any of the required documents cannot be provided, you can also replace it with a declaration of responsibility and, at the time you have it, you must provide it to the court within one month from the end of the state of alarm and its extensions.

21.

My father lives with us, do I have to take into account the income of his pension to calculate the income of the dwelling unit? What does it mean a dwelling unit?

According to art. 5.2 of the RDL 11/2020, the dwelling unit is made up of the tenant, his or her legally non-separated spouse or a registered partner, and the children, regardless of their age, residing in the home, including those related by a tutorship, guardianship or foster care.

Therefore, when assessing the income of the dwelling unit, the income of the tenant's father or his spouse will not be taken into account, because it is not included in the mentioned article.

22.

How should a temporary payment deferment agreement be formalized?

Article 8 of RDL 11/2020 regulates the temporary and extraordinary deferment in the rent payment, but does not establish how to formalize these agreements.

Article 1255 of the Spanish Civil Code allows the parties to establish agreements, clauses and conditions that they deem convenient, provided that they are not contrary to laws, morality, or public order. Thus, as long as the indicated criteria are met, any modification of the leasing contract agreed by the parties will be valid, and these modifications must be added to the leasing contract through a document that should be attached to the main contract.

Therefore, the deferment agreement must be made in writing, since it modifies a clause of the leasing contract, and must incorporate the conditions and requirements of the temporary deferment of the rent.

Currently, due to the state of alarm, the contractual parties, the landlord and the tenant cannot meet to sign this agreement. For this reason we advise:

- To wait for the end of the State of Alarm to sign the annex of temporary deferment of the rent payment agreed verbally or, preferably, by other means (emails exchanged between the parties).

- The document to be signed between the parties by email (art. 1254 and 1262 of the Spanish Civil Code), and then ratified by both parties. However, if the annex is signed by email, in order to avoid problems regarding its content, it will be necessary to prove that both parties received the email and knew its content.

In this link you can download a model agreement for a [total condonation](#), a [partial condonation](#) and a [temporary deferment of the rent](#).

23.

What is a temporary financing aid?

It is an ICO loan granted by a financial institution with a State guarantee, without interest, for a term of up to 6 years, extendible for 4 more, with the sole purpose of paying the rent.

24.

Who can ask for a temporary financing aid?

According to articles 8 and 9 of RDL 11/2020, people who can request a temporary financing aid (line of guarantees with full coverage of the State so that banks can offer temporary financing aid) are the following:

- The tenant who is in a vulnerable situation (see question 1) and who has not reached any agreement on a deferment with their landlord. As general criteria, the tenant (renter) must be in a situation of a supervening **economic vulnerability**, which means that they meet **each and every one of the following requirements (art 5 RD 11/2020)**:
 - That the tenant or any of the members of the family unit is affected by a circumstance that implies a reduction in income due to being unemployed, being affected by a situation of an Occupation Regulation File (ERTE) or having reduced their workday for reasons of care, due to the cessation of activity of self-employed workers, or for other supervening circumstances related to work or business activity that imply a reduction in income as a result of Covid-19.
 - That the total income of the family unit, computed in the month prior to the request for a moratorium, does not exceed 5 IPREM (Public Indicator of Multiple Effects Income). We understand as a family unit the one formed by the person who has the rental debt, his or her legally non-separated spouse or registered partner and their children (regardless of their age) residing in the home, including those related by a tutorship, guardianship or foster care and their legally non-separated spouse or registered domestic partner, residing in the home.
 - Tenants who are in a situation of supervening vulnerability as a result of the expansion of Covid-19, according to the criteria and requirements defined in the Order of the Ministry of Transport, Mobility and Urban Agenda, which will include in any case, and as a minimum, the situations defined in article 5 of this royal decree law.

Reference

5 monthly IPREM

2.689,20 €

- That the rent, plus the basic expenses and supplies of the house (electricity, water, gas, diesel for heating, telephone, community fee) are equal to or greater than 35% of the net income of the family unit.

$$\text{€ rent} + \text{€ bills} \geq 35\% \text{ income}$$

- That none of the members of the family unit living in the housing is the owner or beneficial owner of any home in Spanish territory. This requirement will not apply in any of the following circumstances:
 - When the right falls on an aliquot part of the dwelling and it has been acquired by causa mortis succession.
 - When the members of the family unit, despite being owners of a dwelling within Spanish territory, are unable to dispose of it due to separation or divorce, for any other reason beyond their will or when the dwelling is inaccessible due to the disability of its owner or another member of its coexistence unit.

25.

What are the conditions for a temporary financing aid?

Article 9 RDL 11/2020 creates a program of temporary financing aid for households that are in a situation of social and economic vulnerability as a result of the progression of Covid-19, which, through an agreement with the Official Credit Institute (ICO) offers affected people the possibility to cover their rent payments. Article 9 establishes the following conditions:

- These grants make up a line of guarantees through the ICO with full State coverage, so that banks can offer temporary funding grants to people who are in a vulnerable situation.
- The return period will be up to six years, exceptionally renewable for another four.
- In no case these grants may incur costs and interests for the applicant.
- These grants must strictly apply to the rent payment of the lease (rent).
- These grants may cover a maximum amount of six monthly rent payments.

26.

How should I request a temporary financing aid and where should I request it?

Temporary financing aid must be requested from the financial institutions listed in the COVID-19 Line of Guarantees with a standard model document.

27.

If I ask for a temporary financing aid (loan) to pay the rent that I cannot pay, how do I have to pay it back?

According to article 9 of RDL 11/2020, the temporary financing aid (credit) to meet the rent payment must be returned **within 6 years, exceptionally renewable for another 4 more years with interest at 0 %.**

28.

What if I cannot return the grant?

Article 10 of RDL 11/2020 foresees that physical persons who are tenants of a home and who are in a situation of economic and social vulnerability may benefit from the aid program to help minimize the economic and social impact of Covid-19. In other words, they can use this help to pay back part of the loan. The amount of this aid will be up to 900 Euros per month and up to 100% of the rental payment or, where appropriate, up to 100% of the principal and interest of the loan that has been taken to pay the rent of the habitual residence. Currently, the call for this grant is pending.

29.

If I am a beneficiary of the temporary financing aid, is the debt deferment or instalment maintained?

No. If the tenant enters in the temporary financing aid program, the deferment will no longer have effect.

30.

I have a close expulsion date and have no resources to find another home. Will the expulsion take place? What can I do?

Each case must be checked separately.

- Firstly, it must be taken into account that, during the state of alarm decreed by the Government, all judicial proceedings are suspended. Therefore, if the expulsion date falls within the alarm period, the expulsion will be suspended until the court sets a new date, once the state of alarm ends.
- In addition, once the end of the state of alarm has been decreed, those family units that are in a situation of supervening social or economic vulnerability **caused by Covid-19** and do not have the possibility to find a housing alternative, will be able to request in court an extraordinary suspension of the expulsion, as long as their eviction procedure derives from a lease contract subject to law 29/1994, of 24th November and it is about their habitual residence.

If you find yourself in this situation, you can contact the Housing Office once the state of alarm ends, or call 010.

31.

Is the eviction suspension for all proceedings? In all the cases?

No. This suspension measure will only apply to those expulsions that meet each and every one of the following requirements:

- When it derives from a judicial eviction procedure in process, referring to the habitual residence of the defendant.
- The eviction must originate from a housing lease contract subject to Law 29/1994 of 24th November on Urban Leases.
- That the tenant certifies that they are in **a supervening situation of economic or social vulnerability as a result of the effects of Covid-19**, which makes it impossible for them to find a housing alternative for themselves and for the people with whom they live.

The tenant is considered to be in a situation of supervening economic or social vulnerability when they prove that they meet all the following requirements (established in article 5 RD 11/2020), specifically:

- That the person obliged to pay the rent becomes unemployed, in the situation of Temporary Employment Regulation File (ERTE) or has reduced their workday due to care, in the case of businessmen, which involves a substantial loss of income.
- That the total income of the family unit, computed in the month prior to the request for the moratorium, does not exceed the following limits:
 - 3 monthly IPREM (Public Indicator of Multiple Effects Income). This limit will be increased by 0,1 times the IPREM, for each dependent child, (or, in the case of single-parent family units, by 0,15 times the IPREM per child), and by 0,1 times the IPREM for each person over 65 years member of the family unit.
 - 4 IPREM if one or more members of the family unit has a declared disability of more than 33%, is in a situation of dependency or illness that officially recognizes them as permanently incapacitated for work activity. This limit will be increased by 0,1 times the IPREM for each dependent child, (or, in the case of single-parent family units, by 0,15 times the IPREM per child).
 - 5 IPREM, if the person obliged to pay the rent suffers from cerebral palsy, mental illness, or intellectual disability, with a recognized degree of disability equal to or greater than 33%; or is a person with a physical or sensory disability, with a recognized degree of disability equal to or greater than 65%; or suffers from a serious illness that officially declares the person or their caregiver incapable of carrying out a work activity.

Reference:

1 monthly IPREM	537,84 €
3 monthly IPREM	1.613,52 €
4 monthly IPREM	2.151,36 €
5 monthly IPREM	2.689,20 €

- That the rent, plus the basic expenses and supplies of the house (electricity, water, gas, diesel for heating, telephone, community fee) are equal to or greater than 35% of the net income of the family unit.

$$\text{€ rent} + \text{€ bills} \geq 35\% \text{ income}$$

- That none of the members of the family unit living in the housing is the owner or beneficial owner of any home in Spanish territory. This requirement will not apply in any of the following circumstances:
 - When the right falls on an aliquot part of the dwelling and it has been acquired by causa mortis succession.
 - When the members of the family unit, despite being owners of a dwelling within Spanish territory, are unable to dispose of it due to separation or divorce, or for any other reason beyond their will.

- When the dwelling is inaccessible due to the disability of its owner or another member of its coexistence unit.

32.

How should I request the suspension of the eviction or the procedure?

- If the judicial proceeding is in executive phase and with a designated expulsion date: the appointed public defender must present a written document to the competent court, attaching all the documentation referred to in Article 6 of this RDL in order to prove the supervening situation of economic or social vulnerability.
- When the request for suspension is received, the Administration Lawyer will communicate it to Social Services and, if the court determines that the circumstances foreseen in the Law are given, they will issue a decree where the extraordinary suspension of the expulsion act will begin retroactively from the moment in which the event occurred and will determine the strictly necessary period according to the report of the Social Services.
- If the judicial procedure is without a specified expulsion date, either because the defendant is in a request process so that within 10 days they can opt for any of the channels contemplated in Article 440.3 LEC (Civil Prosecution Law), or because the hearing had not been held: In these cases, a written document will also be presented to the court, attaching all the documentation referred to in Article 6 of this RDL and requesting the suspension of the term or the suspension of the hearing until Social Services adopt the measures they deem appropriate. The court will issue a decree suspending the procedure retroactively from the moment the event occurred and will determine the strictly necessary period. The suspension will take place for a maximum period of SIX MONTHS FROM THE ENTRY INTO FORCE OF RDL (04/02/2020). Once the term has elapsed, the calculation of the days in accordance with Art. 440.3 of Law 1/2000, of January 7, on Civil Prosecution will be resumed or it will indicate a hearing date.

33.

Is the suspension of the judicial proceedings or of the dates of execution of the eviction 6 months? Since when do they count?

In accordance with RDL 11/2020, the extraordinary suspension of the procedures will be declared for the time strictly necessary according to the Social Services report, this being within a maximum period of 6 months starting from 02/04/2020 in the event of suspension of judicial proceedings in which the expulsion was not indicated, or the court hearing had not been held.

34.

I have the third eviction date set for July. Can I request the suspension?

You can request the suspension once the suspension of all procedural deadlines for the end of the alarm state has been lifted, as long as each and every one of the following requirements is met:

- When this is a judicial eviction procedure pending regarding the defendant's habitual residence.

- The eviction must originate from a housing lease contract subject to Law 29/1994, of November 24, on Urban Leases.
- To be accredited, by the tenant, to be in a supervening situation of economic or social vulnerability as a result of the effects of Covid-19, which makes it impossible for them to find a housing alternative for themselves and for the people with whom they live.

The tenant is considered to be in a situation of supervening economic or social vulnerability when they prove that they meet all the following requirements (established in article 5 RD 11/2020), specifically:

- **That the person obliged to pay the rent becomes** unemployed, in the situation of Temporary Employment Regulation File (ERTE) or has reduced their workday due to care in the case of businessmen, which involves a substantial loss of income.
- That the **total income of the family unit**, computed in the month prior to the request for the moratorium, **does not exceed the following limits:**
 - 3 monthly IPREM (Public Indicator of Multiple Effects Income). This limit will be increased by 0,1 times the IPREM, for each dependent child, (or, in the case of single-parent family units, by 0,15 times the IPREM per child), and by 0,1 times the IPREM for each person over 65 years member of the family unit.
 - 4 IPREM if one or more members of the family unit has a declared disability of more than 33%, is in a situation of dependency or illness that officially recognizes them as permanently incapacitated for work activity. This limit will be increased by 0,1 times the IPREM for each dependent child, (or, in the case of single-parent family units, by 0,15 times the IPREM per child).
 - 5 IPREM, if the person obliged to pay the rent suffers from cerebral palsy, mental illness, or intellectual disability, with a recognized degree of disability equal to or greater than 33%; or is a person with a physical or sensory disability, with a recognized degree of disability equal to or greater than 65%; or suffers from a serious illness that officially declares the person or their caregiver incapable of carrying out a work activity.

Reference:

1 monthly IPREM	537,84 €
3 monthly IPREM	1.613,52 €
4 monthly IPREM	2.151,36 €
5 monthly IPREM	2.689,20 €

- That the rent, plus the basic expenses and supplies of the house (electricity, water, gas, diesel for heating, telephone, community fee) are equal to or greater than 35% of the net income of the family unit.

$$\text{€ rent} + \text{€ bills} \geq 35\% \text{ income}$$
- **That none of the members of the family unit living in the dwelling is the owner or beneficial owner of any home in Spanish territory.** This requirement will not apply in any of the following circumstances:
 - When the members of the family unit, despite being owners of a

dwelling within Spanish territory, are unable to dispose of it due to separation or divorce, or for any other reason beyond their will or when the dwelling is inaccessible due to the disability of its owner or another member of its dwelling unit.

- When the right falls on an aliquot part of the dwelling and it has been acquired by causa mortis succession.

If I live in my owned property housing and have a mortgage

01.

What is the mortgage payments moratorium?

The moratorium is a tool that allows **deferring** the payment of mortgage instalments during the decreed state of alarm. The suspension of the payment of the monthly instalments of the mortgage has been approved for a **period of three months, extendible by the Council of Ministers.**

02.

Who can apply for the mortgage payments moratorium?

- The potential beneficiary is the mortgage debtor who finds themselves in one of the **cases of economic vulnerability** established in Royal Decree Law 8/2020 and 11/2020, provided that the **loan** or credit contracts guaranteed with the real estate mortgage are to acquire specifically:
 - **Habitual residence.**
 - **Properties included in the economic activity** carried out by businessmen and professionals.
 - **Dwellings other than the habitual that the owner has rented out and for which they have stopped receiving the rent** since the entry into force of the state of alarm decreed by Royal Decree 463/2020, of March 14, or **stop receiving it** up to one month after the end of this.
- These same measures will also apply to the **guarantors and backers of the main debtor**, regarding their habitual residence and with the same conditions.

03.

Can they deny my request for a moratorium on mortgage instalments?

No. It is mandatory. The application must be accepted and processed and the allowance of the moratorium can only be rejected if the established requirements are not met.

04.

For how many instalments can I request the moratorium?

The suspension of the payment of the monthly mortgage instalments has been approved for a period of three months, extendible by the Minister Council.

05.

How should the amounts that are deferred with the moratorium be repaid?

They must be paid back distributed during the rest of the life of the loan once the alarm state ends. It must be agreed in a notarial document once the alarm state ends.

06.

Under what conditions should the amounts of the suspended instalments be returned?

The moratorium involves:

- **Non-accumulation of interest** during the suspension period.
- **No charges for moratorium interest.**
- **Non-application of the early expiration clause.** Deferred instalments are not considered past due.

07.

What requirements must be met in order to apply for the moratorium on mortgage payments?

- **Having lost your job** or, in the case of businessmen, freelancers or professionals, **having suffered a substantial loss of income** or a substantial drop in turnover of at least 40%. For the purpose of this article, business persons and professionals are considered to be natural persons who meet the conditions set forth in article 5 of Law 37/1992, of December 28, on Value-Added Tax.
- That the total income of the family unit of which the applicant is a part in the month prior to submitting the moratorium request does not exceed:
 - 3 times the monthly IPREM (Public Indicator of Multiple Effects Income). This limit will be increased by 0,1 times the IPREM, for each dependent child or, in the case of single-parent family units, it will be increased by 0,15 times the IPREM per child). For each person over 65 years member of the family unit, it will be increased by 0,1 times the IPREM.
 - 4 times IPREM if one or more members of the family unit has a declared disability of more than 33%, is in a situation of dependency or illness that officially recognizes them as permanently incapacitated for work activity. This limit will be increased by 0,1 times the IPREM for each dependent child or, in the case of single-parent family units, by 0,15 times the IPREM per child.
 - 5 times IPREM, if the applicant suffers from cerebral palsy, mental illness or intellectual disability, with a recognized degree of disabil-

ity equal to or greater than 33%; or is a person with a physical or sensory disability, with a recognized degree of disability equal to or greater than 65%; or suffers from a serious illness that officially declares the person or their caregiver incapable of carrying out a work activity. (more information in the chart)

Reference:

1 monthly IPREM	537,84 €
3 monthly IPREM	1.613,52 €
4 monthly IPREM	2.151,36 €
5 monthly IPREM	2.689,20 €

- That the **total of the mortgage or non-mortgage loan, the expenses and basic supplies** (electricity, gas, diesel for heating, running water, landline and mobile telecommunication services and owner's community fee) of the habitual residence of the family unit is equal to or greater than 35% of net family income.
- That as a consequence of the health emergency, the family unit has suffered a **significant alteration in its economic circumstances** producing difficulties to have access to a home. A significant alteration in the economic circumstances is understood to have occurred when the effort represented by the total mortgage charge, understood **as the sum of the mortgage payments on the properties** referred to in Article 19 of RDL 11/2020 on the family income, has been multiplied **by at least 1.3**.

08.

What is meant by family unit?

That composed of the **debtor**, their legally non-separated **spouse** or their **registered partner** and their **children**, regardless of their age, **living in the dwelling**, including those related by a tutorship, guardianship or foster care.

09.

How should I request the moratorium on mortgage payments?

The request must be submitted **online or in person** at the financial institution with which the mortgage loan or credit was signed. There is a specific form on its website that must be submitted together with specific documentation.

10.

Where should I apply for the moratorium on mortgage payments?

At the financial institution where the mortgage loan or credit was signed.

11.

What documentation must be submitted to request the moratorium on mortgage payments?

- Proof of loss of income: :

- **Certificate of unemployment benefit** with the monthly amount.
- If you are a businessman or professional and your activity ceases, the certificate of declaration of cessation of activity issued by the AEAT or the competent body of the Autonomous Community.
- **Proof of people living in the dwelling:**
 - **Family record booklet (“libro de familia”) or document confirming a domestic partnership (“pareja de hecho”).**
 - Collective certificate of history of registration (“empadronamiento”) (for the last 6 months) (procedure 010).
 - Declaration of disability, dependency or permanent incapacity to carry out work activity, if necessary.
- **Proof of property ownership:**
 - Property registration certificate (“nota simple”) from the Property Registry index service for all members of the family unit. To request the property registration certificate that proves your situation of supervening social and economic vulnerability, it can be done by email to the Property Registry in which your home is registered or, where appropriate, at any of the City Registries where you have your habitual residence, necessarily attaching a photocopy of the ID Card of the person on whom the information has to be issued or, if it is the case, all the members of the family unit.
 - Deeds of sale of the habitual residence, of the rental dwelling or the property affected by economic activity, if applicable.
 - Deeds that grant the mortgage loan or credit awarding.
- **If the mortgage moratorium is requested for a rented dwelling:**
 - Rental contract
- **Declaration of responsibility of the debtors that they meet the requirements.**

12.

What happens if I cannot obtain a requested document to prove my situation of supervening economic vulnerability?

If the applicant cannot provide any of these documents, they must justify it by a **responsible declaration** that states the reasons related to the consequences of the Covid-19 crisis. Once the state of alarm and its extensions are over, **the applicant will have one month to present the documents that have not been provided.**

13.

How is the moratorium on mortgage payments formalized?

It will be formalized in a public deed: notarial and registry expenses covered by the financial entity. The Documentary Legal Acts Tax (IAJD) is not applied. During the validity of the state of alarm, the deeds cannot be formalized (due to the lack of freedom of movement).

- 14.** **Until when can I apply for a moratorium on mortgage payments?**
APPLICATION DEADLINE: Up to 15 days after the final date of the alarm status declaration.
- 15.** **When does the moratorium on mortgage payments begin to count?**
GRANT DEADLINE: It must be implemented within a maximum period of 15 days from the presentation of the application.
- 16.** **Is there a cost to formalize the application for a moratorium on mortgage payments?**
Yes. The expenses are covered by the creditor, in this case the financial institution. It is exempt from the Documentary Legal Acts Tax (IAJD).