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# LANDLORD REGISTRATION SCHEME

**January 2018**

# Who should read this booklet

You should read this booklet if you are a landlord letting a domestic property to a tenant. This booklet explains the most important features of landlords' rights and responsibilities but it is only a general guide.

Landlords of protected and statutory tenancies should read the Department for Social Development (DSD) booklet 'Protected and Statutory Tenancies – A Guide for Private Landlords and Tenants in Northern Ireland'.

This booklet does not apply to lettings by the Northern Ireland Housing Executive or registered Housing Associations.

**This booklet does not apply to licences:** further information on the difference between tenants and licensees is provided in Page 4.

This booklet does not provide information on additional requirements which apply to Houses in Multiple Occupation (HMOs). Further information is available from the Northern Ireland Housing Executive.

**This booklet does not provide an authoritative interpretation of the law; only the courts can do that. Nor does it cover every case. If you are in doubt about your legal rights or responsibilities, you should seek information from an advice centre or consult a solicitor.**



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# Part 1 - Private tenancies

## - A guide introduction to private tenancies

### What is a private tenancy?

A private tenancy is the occupation of a dwelling which is owned and let by the owner (the landlord) to a tenant or tenants. There are two types of private tenancy:

- protected or statutory tenancies (including protected shorthold tenancies);
- all other tenancies.

All protected and statutory tenancies have their rents controlled by legislation. In addition, any new tenancy which is subject to a fitness inspection and found to be unfit for human habitation, is also rent controlled. (See page 9)

This booklet only relates to private tenancies. Some forms of occupation where the occupier pays rent to a landlord are not tenancies, but licences. Licensees do not have all of the protections described in the booklet. Also, because the information relates to private tenancies, it does not apply to Housing Executive or Housing Association tenancies.

### What is the difference between a tenancy and a licence?

It is important to establish whether an agreement is a tenancy or a licence as this will affect the rights and responsibilities of

the owner and occupier. In general, the following types of occupation are licences and not tenancies:

- holiday lettings;
- business tenancies;
- where no rent or a very low rent is charged;
- where the landlord provides services, such as cleaning, meals or personal care;
- where the landlord is a charity providing accommodation for charitable purposes;
- where the accommodation is provided by an employer and it is necessary for the employee to live in this accommodation in order to do his/her job (for example a caretaker who is required to live on the premises);
- where the landlord is a “resident landlord”, that is, all or part of the accommodation is shared with the landlord (for example, the bathroom or kitchen).

If an occupier has exclusive use of part of the accommodation, but also shares another part of the accommodation, such as a communal living room or kitchen, with someone who is not the landlord, this constitutes a tenancy.

**If you are in any doubt about what sort of agreement is in place, you should seek advice from a solicitor, or one of the advice agencies listed in Appendix I at the back of this booklet.**



# Types of private tenancies

## What is a protected or statutory tenancy?

Prior to 1978, most tenancies of dwellings which had been built before 1956 were protected tenancies, with tenants having lifetime security of tenure and controlled rents.

Since 1978, the number of such tenancies has been declining rapidly. The key features of a protected or statutory tenancy are:

- the property was built or converted for letting before 1956;
- the property was let as a private tenancy in 1978;
- the tenancy began before 1 April 2007.

However, even if the tenancy of a property fulfils the above criteria it will usually not be a protected or statutory tenancy if:

- the NAV (rateable value) is over £140 and the landlord obtained vacant possession at any time after 1978;
- the tenancy was let with a large amount of land before 1978;
- the property was let fully furnished to a new tenant after 1978.

One way to discover if the property is subject to a protected or statutory tenancy is to check the rent register on [www.nidirect.gov.uk/rent-register](http://www.nidirect.gov.uk/rent-register). Even if the address is not listed, it may still be a protected or statutory tenancy. One indication could be that similar neighbouring

properties in the area are registered. You may wish to seek advice from a solicitor or one of the advice agencies listed in Appendix I at the back of this booklet. For further information on protected and statutory tenancies, see the Department's information booklet '[Protected and Statutory Tenancies – A Guide for Private Landlords and Tenants in Northern Ireland](#)'.

## The tenancy is on the rent register but the tenancy agreement states it is a 'shorthold tenancy'. What does this mean?

Between 1983 and 2007 it was possible for a landlord of a property, which had previously been let under a protected or statutory tenancy, to create a new tenancy called a 'protected shorthold tenancy'. By doing so, the tenant still had the benefit of a controlled rent, but the length of the tenancy was limited to between one and five years. No new protected shorthold tenancies can be created after 1 April 2007. When a shorthold tenancy comes to the end of the term agreed at the beginning of the tenancy, the landlord is entitled to possession of the property, although this cannot be enforced without a court order.

# How a tenancy is agreed

## Does a tenancy have to run for a set period or can it run indefinitely?

A private tenancy may either:

- last for a fixed number of weeks, months or years – called a fixed term tenancy; or
- run indefinitely from one rental period to the next – called a periodic tenancy.

If the tenancy has been agreed for a fixed term, the landlord will usually only be able to seek possession during this period of time if the tenant breaks one of the terms of the tenancy agreement. The tenant has a similar right to vacate the property if the landlord has broken any of the terms of the agreement. In either case, the required notice to quit (see table on page 13) must be given to the other party. If the tenancy continues after the end of the agreed fixed term, the tenancy becomes a periodic tenancy.

If the tenancy is a periodic tenancy, or if the tenancy has extended beyond the end of the initial fixed term, the landlord can seek possession at any time, provided he or she has given the tenant the required notice to quit (see table on page 13). The rules for protected and statutory tenancies are different – see the Department's information booklet, '[Protected and Statutory Tenancies – A Guide for Private Landlords and Tenants in Northern Ireland](#)'.

## What if no period of time was stated at the start of the tenancy?

If the tenancy agreement did not specify the length of time for which the tenancy was to run, the law states that the tenancy will run for a period of six months initially. After this it will become a periodic tenancy.

## Does the tenancy agreement have to be in writing?

Tenancies which began before 1 April 2007 do not have to have a written tenancy agreement unless the tenancy is for a fixed term of over a year and a day. The landlord of a tenancy which began after 1 April 2007 must provide written confirmation of the terms of the tenancy agreement within 28 days of the start of the tenancy. This document is known as a Statement of Tenancy Terms and must provide written details on a number of issues. These issues are detailed in Appendix B along with an example of a Statement of Tenancy Terms, that can be found in Appendix C, an example of a Tenancy Agreement, that can be found in Appendix D and an example of an Inventory of Furnishings, that can be found in Appendix E.

Failure to provide a written statement of tenancy terms is an offence punishable on conviction by a fine of up to £2,500.

The Unfair Terms in Consumer Contracts Regulations 1999 apply to tenancy agreements, and if a term is found to be



unfair it is not enforceable. The Office of Fair Trading publishes guidance on what is and is not considered “unfair”. This includes a range of issues such as one party being given more right than the other to cancel a contract, or unreasonable restrictions. If you have concerns about possible unfair terms in a tenancy agreement, you can seek advice from Trading Standards at 176 Newtownbreda Road Belfast BT8 6QS, telephone: 0300 123 6262 or email: [consumerline@detini.gov.uk](mailto:consumerline@detini.gov.uk)

### **Can the landlord charge a deposit?**

A landlord can ask the tenant to pay a deposit before moving into the property. The landlord must state clearly in the statement of tenancy terms the circumstances under which all or part of the deposit may be withheld at the end of the tenancy. It is in the interests of both landlord and tenant to agree an inventory (see Appendix E) of furniture, kitchen equipment and other items in the property at the outset of the tenancy. Taking photographs of the interior of the accommodation when the tenancy starts can also be a useful way of recording its condition, in case of any later dispute. From 1 April 2013, if a landlord takes a deposit from a tenant, the landlord must protect the deposit in an approved Tenancy Deposit Scheme, within 14 days of receipt of the deposit. The landlord must also, within 28 days of receipt of the deposit, furnish the tenant with details of the tenancy deposit scheme in which it is protected and details of

the Scheme Administrator. If there is a dispute at the end of the tenancy on the refunding of the deposit, the tenant / landlord can seek advice from the Dispute Resolution Mechanism available free of charge through their scheme administrator. If a tenant cannot afford the deposit, an advice centre may be able to advise if there is a rent or deposit guarantee scheme in the area which would guarantee rent or help with the payment terms of the deposit for a specified period. See Appendix I at the end of this booklet for a list of advice agencies.

### **Must the landlord provide a rent book?**

The landlord is legally obliged to provide a rent book in all cases, regardless of when the tenancy commenced, and even if the rent is paid by electronic means, such as a bank standing order. The rent book must provide a range of information including the name and address of the landlord, the amount of rent and rates to be charged, the amount of any deposit and the circumstances when this can be withheld. The rent book must be held by the tenant but it is up to the tenant to make it available to the landlord for updating. Details of the information which must be provided in a rent book are provided at Appendix F, along with an example of a Rent Book provided at Appendix G.

### **Should a landlord be registered?**

From 25 February 2014 a landlord letting a dwelling house must register on the Landlord Registration Scheme, either immediately



prior to the letting of a new tenancy or where there is an existing tenancy, within 12 months from the date above. Registration can be carried out online @ [www.nidirect.gov.uk/landlord](http://www.nidirect.gov.uk/landlord), by calling the advice line on 0300 200 7821 or by downloading an application form @ [www.nidirect.gov.uk/landlord](http://www.nidirect.gov.uk/landlord) or picking one up from your local district council/rates offices. Whilst an agent can register on a landlord's behalf the onus is on the landlord to register.

To complete the registration process a landlord must provide certain information and pay a fee. Registration lasts for a 3 year period.

Limited information will be available to members of the public when searching the register for information such as the landlord's name, registration number and contact details of any agent.

The landlord registration system will seek to ensure that all landlords meet minimum standards. It will allow individuals, tenants and neighbours to identify if the landlord of a privately rented property is registered and will provide information on the scale and distribution of the private rented sector in Northern Ireland for the first time.







# Fitness inspections and rent control

Under The Private Tenancies (Northern Ireland) Order 2006, the landlord of a private tenancy commencing after 1 April 2007 of a property which was built before 1 January 1945 must have a fitness inspection conducted by the district council, unless it is exempt (see below).

The following properties are exempt from this requirement if:

- a Renovation Grant was paid by the Northern Ireland Housing Executive within the past 10 years;
- an HMO grant was paid by the Northern Ireland Housing Executive within the past 10 years;
- the dwelling is currently registered as an HMO with the Northern Ireland Housing Executive;
- a regulated rent certificate was issued by the district council within the past 10 years.

Although protected and statutory tenancies are not new tenancies, a fitness inspection is necessary (unless one of the exemptions applies) if the landlord wishes to maximise the amount of rent he can lawfully charge.

The district council is entitled to charge a fee for this initial inspection which cannot exceed £50. Details of the Fitness Standard are provided in Appendix A.

## Fitness inspections

### If a certificate of fitness is issued

If the property meets the fitness standard, the district council will issue a certificate of fitness. This means that no rent control will apply to the tenancy and the landlord is free to charge a market rent, unless the tenancy is a protected or statutory tenancy.

In the case of a protected or statutory tenancy, a copy of the certificate of fitness will be sent to the Rent Officer for Northern Ireland who will determine an appropriate rent, taking into account the fitness of the dwelling. This rent will be the maximum which can be charged unless there is a change of circumstances (see page 11).

### If a notice of refusal is issued

If the district council is not satisfied that the dwelling meets the fitness standard it will issue the landlord and tenant with a notice of refusal. This notice will state the reasons for refusal, and will also indicate the works which in the opinion of the council will be necessary for the dwelling to meet the fitness standard. A copy of the notice of refusal will be sent to the Rent Officer for Northern Ireland who will determine an appropriate rent, taking into account the unfitness of the dwelling. This rent will be the maximum which can be charged until the dwelling is brought up to the fitness standard.

Once the necessary work has been completed, the landlord must make a second

application to the council for a certificate of fitness. A second fee of up to £100 is chargeable by the district council. If a certificate of fitness is issued, a copy will be sent to the Rent Officer for Northern Ireland. If the tenancy is a protected or statutory tenancy, the landlord or tenant can apply to the rent officer to have a new rent determined (see change of circumstances, page 11). If the tenancy is not a protected or statutory tenancy, the tenancy will be removed from the rent register and no further rent control will apply.

### Rent determination

The rent officer will decide the maximum rent which can be charged for a property which is subject to rent control. The rent determined will be based in particular on:

- the terms of the tenancy agreement, including any tenant repairing obligations;
- the general condition of the property, including its fitness status;
- the rent which the Northern Ireland Housing Executive would charge for a similar dwelling;
- the amount of the Local Reference Rent as determined by the Northern Ireland Housing Executive for similar properties in the locality.

### The rent officer will also take into account:

- any improvements carried out by the tenant.

### Protected and statutory tenancies only

If the rent officer has not determined a rent since 1 April 2007, the maximum rent which can be charged is:

- the amount registered with the Northern Ireland Housing Executive prior to April 2007;
- £1 per week if the tenancy was not registered prior to 1 April 2007.

### Appealing the rent officer's decision

The rent officer will write to the landlord and tenant stating the amount of rent which has been determined for the tenancy.

An appeal against this decision can be made to an independent rent assessment committee within 14 days of receiving notification of the rent officer's decision. Details of how to appeal will be sent to both the landlord and tenant by the rent officer. No appeal outside this 14-day limit is possible.

### Changes in rent

Once a rent has been determined for a protected or statutory tenancy, this amount can only change if:

- the fitness status of the tenancy changes (page 9);
- there is a change of circumstances which would be sufficient to affect the rent (see page 11);
- the Department reviews the level of controlled rents (see page 11).



### **Change of circumstances**

The landlord or tenant of a protected or statutory tenancy can apply for a redetermination of the rent where there has been such a change in the circumstances of the tenancy that the present rent is no longer appropriate. This could be because the condition of the property has deteriorated significantly or because the landlord has carried out improvements, such as installing central heating. It could also be because the landlord has failed to comply with a notice of unfitness or notice of disrepair within the time specified in the notice. The rent

determined by the rent officer in such cases can also be referred to a rent assessment committee for reconsideration.

### **Rent reviews**

Registered rents do not increase automatically on an annual basis. However, the Department and the rent officer may conduct a review of registered rents from time to time with a view to determining whether such rents should be increased. Such a review may apply to all controlled rents or to some classes of controlled rents.

# Landlord and Tenant Rights and Responsibilities

## What payments is the landlord responsible for making?

### Rates

In most cases, the landlord is responsible for the payment of rates to the Land & Property Services ([www.lpsni.gov.uk](http://www.lpsni.gov.uk)), but is entitled to recoup the total amount of the rates bill from the tenant by including the cost in the rent. The landlord is required to include in the rent book the amount of rates being charged. Some households may be entitled to rate relief or exemption from rates. For further details, contact the Land & Property Services.

### Other bills

The landlord and tenant should agree in advance who is responsible for the payment of other bills (gas, electricity, water, telephone etc). The tenant may be responsible directly to the utility company for payments, or the landlord may charge for these separately, for example through a meter.

## What rights does the landlord have?

### Access

A tenant must allow the landlord and anyone authorised by him to have reasonable access to the property to inspect the dwelling and carry out repairs which the landlord is under an obligation to do.

This right can only be exercised at reasonable times. The tenant must also be given reasonable notice of this. If a landlord enters the dwelling at unreasonable times or without notice it can be seen as harassment (see Part 2 – ‘Protection Against Harassment and Illegal Eviction’).

If the tenant will not give consent to access, the landlord must apply to the court for an order to enter and carry out the works. An order can be made subject to conditions about the time at which the work is carried out and about alternative accommodation arrangements for the tenant.

### There are two exceptions to this:

- if the landlord has reason to believe that there is an urgent repair or emergency in the property. For example, if a pipe has burst, if there is a fire or if there is a gas leak;
- if the landlord has reason to believe that the property has been abandoned.



# Ending a tenancy

## What happens when a tenancy comes to the end of a fixed term?

When a fixed term private tenancy comes to the end of the period of time agreed at the outset, the landlord can end the tenancy. There is no requirement for the landlord to issue a Notice to Quit in such cases, although it would be good practice for the landlord to give written notice of their intention not to renew the tenancy. If the tenant refuses to leave, the landlord will have to obtain a court order and have this enforced through the Enforcement of Judgements Office in order to force the tenant to leave. As indicated above, any attempt by the landlord to evict the tenant forcibly without a court order could be seen as an illegal eviction (see Part 2 – ‘Protection Against Harassment and Illegal Eviction’).

In such a situation it should be borne in mind that, if an order is granted, it is possible that the tenant will be required to pay the costs of these legal proceedings. Any tenant considering remaining in their home after the tenancy has expired should seek advice before embarking on this course of action. See Appendix I at the end of this booklet for a list of advice agencies.

## How is a periodic tenancy brought to an end?

After 1 April 2007, any tenancy which has not been agreed for a fixed period of time will be assumed to be a fixed term tenancy for six months. After this, unless it is brought to

an end, the tenancy will become a periodic tenancy, which means that it will continue from one rental period to the next (for example, from month to month) on the same terms as the original tenancy. The tenancy will continue to run on this basis until either the landlord or tenant gives the required written Notice to Quit (see below), and if necessary commences legal proceedings, as described above.

Length of tenancy	Notice to quit
5 years or less	No less than 4 weeks written notice
More than 5 years and up to and including 10 years	No less than 8 weeks written notice
More than 10 years	No less than 12 weeks written notice

## Does the landlord have to prove the tenant is at fault to obtain a possession order?

In the case of a periodic tenancy, there is no need for the landlord to give any reason for ending the tenancy. However in the case of a fixed term tenancy, the landlord will need to prove that the tenant has broken the terms of the Tenancy Agreement in order to justify ending the agreement, which is a legally binding contract between landlord and tenant.



### **What happens when a protected or statutory tenancy comes to an end?**

Protected and statutory tenants have considerable security of tenure. Not only can they not be evicted without a court order, but an order will only be granted in certain limited circumstances.

For further information, see the Department's information booklet '**Protected and Statutory Tenancies – A Guide for Private Landlords and Tenants in Northern Ireland**'.

Advice can also be obtained from an advice agency or solicitor. See Appendix I at the end of this booklet for a list of advice agencies.

## Rent increases and varying the terms of a tenancy

### **How frequently can the landlord increase the rent?**

The rents of protected and statutory tenancies can only be increased by the rent officer. In the case of other tenancies, landlords and tenants should agree the amount of the rent and arrangements for paying it before the tenancy begins. The details should be included in the tenancy agreement. If the tenancy is for a fixed term, the agreement should say either that the rent will be fixed for the length of the term, or that it will be reviewed at regular intervals. It should also state how it will be reviewed. If the tenancy is a periodic tenancy, the tenancy agreement should say how often the rent will be reviewed and how it will be reviewed.

### **Can the landlord increase the rent by more than was agreed in the tenancy agreement?**

Only if the tenant agrees.

### **What happens if the tenancy agreement does not say when the rent will increase?**

If the tenancy is a fixed term tenancy, the landlord can only increase the rent with the agreement of the tenant. If the tenant does not agree, the landlord will have to wait until the fixed term ends before he or she can raise the rent. When a fixed term tenancy ends and the tenancy becomes a periodic tenancy, the landlord can increase the rent. If the tenancy is a periodic tenancy, the landlord can increase the rent at the end of any rental period.

If the tenancy is a protected or statutory tenancy, a rent increase can only be applied in certain circumstances and only if the rent is registered with the Rent Officer for Northern Ireland. For further information, see the Department's information booklet '**Protected and Statutory Tenancies – A Guide for Private Landlords and Tenants in Northern Ireland**'.



**What if the tenant or landlord wants to change the terms of the tenancy?**

If the tenancy is for a fixed term, the landlord can only change the terms of the tenancy if the tenant agrees. Any changes must be notified to the tenant in writing. However, if a fixed term tenancy has come to an end and the tenancy has become a periodic tenancy,

the agreed terms of the initial tenancy will remain in force unless the tenant and the landlord agree new terms.

If the tenancy is a periodic tenancy, the terms can be changed at the end of any rental period.



## Part 2 - Protection against harassment & illegal eviction.

### What is illegal eviction?

It is a basic right of all tenants to be free from harassment and illegal eviction. This right is protected in two ways: by making harassment and illegal eviction a criminal offence and by making it possible for someone who is harassed or illegally evicted to claim damages through the civil court.

Throughout this part the terms 'landlord' and 'tenant' are generally used. However, the law against harassment applies not only to tenants but also to members of their household, and to any lawful occupier residing in the property after a former tenancy has ended.

Harassment applies not only to acts carried out by the landlord, but also covers anybody acting on behalf of a landlord and, in some cases, to people who may or may not be connected with a landlord.

#### **The Rent (Northern Ireland) Order 1978**

The law makes it an offence to:

- do acts likely to interfere with the peace or comfort of a tenant or anyone living with him or her; or
- persistently withdraw or withhold services which the tenant reasonably requires to live in the premises as a home.

If the landlord either knows, or has reasonable cause to believe that any of the actions stated above are likely to cause the tenant to give up his/her occupation of part or whole of his home, this is also an offence.

It is also an offence to illegally evict someone from their property.

The precise offences are set out in The Rent (Northern Ireland) Order 1978. These were extended by The Private Tenancies (Northern Ireland) Order 2006. The district council in whose area a tenancy is located can take prosecution action, or the tenant can act on his own behalf.

A person who is convicted by a magistrate of an offence under the Order may have to pay a maximum fine of £5,000, or be sent to prison for a maximum of six months, or both. If the case goes to the Crown Court, the punishment can be prison for up to two years, or an unlimited fine, or both.

#### **What is illegal eviction?**

An illegal eviction is where the landlord attempts to evict a tenant without due process of law. A landlord seeking possession from a residential tenant must always provide the tenant with a written notice to quit (see page 13), except in the case of a fixed term tenancy.





The tenant is not required to leave the property until the notice expires, and even then may not be evicted without an order of the court.

Where the tenancy was granted for a fixed period of time (fixed term tenancy) there is no obligation to serve a notice to quit at the end of the agreed period of the tenancy. However, it is good practice to serve a notice of intention not to renew the tenancy, and the tenant may not be evicted without an order of the court.

If a tenant stays on in the property after the end of the fixed term and the landlord does not ask them to leave, they will become a periodic tenant if no new fixed term tenancy is entered into. If a new fixed term tenancy is entered into, the tenancy remains a fixed term tenancy.

Prior to commencing court proceedings, the landlord must tell the tenant of his or her intentions, by serving a notice of seeking possession from him or her. Should the court issue an order requiring the tenant to leave, the tenant may be liable for all of the landlord's legal fees. With this fact in mind, any tenant who is considering staying on in a property after they have been given notice to quit the property should seek advice from one of the advice agencies listed in Appendix I.

### **Do all landlords require a court order to evict their tenant/s?**

The Rent (Northern Ireland) Order 1978 makes it a general requirement for a landlord to obtain a court order before they can evict

a tenant. This requirement still applies to licensees; however, in this case, the process is much quicker as a licensee has no defence to enable them to remain in the property (see page 4 for details about the difference between tenants and licensees.) Any licensee or tenant, who is considering staying on in a property after they have been given notice to quit the property, should seek advice from one of the advice agencies listed in Appendix I. However, although it is not necessary to give the required notice to evict a licensee, there is a common law requirement for a landlord to give notice which is reasonable in the circumstances, sometimes known as 'reasonable packing-up time'.

### **What if it is a protected tenancy?**

Tenants in protected tenancies can only be evicted through a court order and only in specific situations. The Private Tenancies (Northern Ireland) Order 2006 brought to an end the creation of new protected tenancies. Any new private tenancy created after 1 April 2007 cannot be a protected tenancy. There are now two forms of private tenancy, namely protected or statutory tenancies (which commenced before April 2007) and other private tenancies. However, most tenants who were living in their present home before 1 April 2007 are not protected tenancies. For further details about protected tenancies see the Department's information booklet – 'Protected and Statutory Tenancies – A Guide for Private Landlords and Tenants in Northern Ireland'.



### **Can the landlord end the tenancy by refusing to accept the rent?**

A landlord should end a tenancy in the ways described above. Returning the rent to the tenant does not bring the tenancy to an end. If a landlord does this, the tenant should keep the rent, perhaps in a bank, building society or other safe place, and should keep a record of any correspondence concerning their offer to pay the rent and the landlord's refusal to accept it. The tenant should continue to offer the rent, and should seek advice from an advice centre or solicitor.

### **Can a tenant be compensated for having been harassed or illegally evicted?**

In certain circumstances a tenant may take legal action against their landlord for 'breach of the covenant for quiet enjoyment'. In other words, the landlord has broken a term which every tenancy agreement contains (whether set out in words or not) that the tenant should be able to enjoy their home in

peace. The tenant may also have grounds for damages on other counts according to the nature of the case.

A landlord who evicts the tenant without going through the proper legal process, because they consider that behaviour on the tenant's part has provoked them to make the eviction without following due process, may use this as part of their defence in court. The court decides the level of any damages to be awarded. This sum may be reduced if the court considers that:

- the tenant's behaviour or the behaviour of anybody living with the tenant, justifies an award of less than the full damage; or
- where the landlord offered to let the tenant back into their home before the court proceedings began, it would have been reasonable for the tenant to accept that offer.



## Part 3 - repairs responsibility for repairs

This part tells you about landlords' responsibilities for repairs under private tenancies of residential property. This part does not cover all aspects of repair; many matters are subject to tenancy agreements and common law interpretation.

### What repairs are landlord and tenant responsible for?

In all cases, a landlord and tenant can agree whatever division of responsibility for repairs and maintenance they wish, with the exception of gas and electrical appliances and furniture safety (see below). However, where a tenancy commenced after 1 April 2007 and where the statement of tenancy terms does not provide a clear division of responsibility for repairs, the law imposes what are known as 'default terms'. In other words, where an agreement either does not refer to repairing responsibilities, or does not describe these in sufficient detail, the following applies:

#### Landlord repairing responsibilities:

- the structure and exterior of the property, including exterior paintwork, drains, gutters and external pipes;
- the interior of the property other than matters covered under tenant responsibilities (see below);
- any installations for the supply and use of water, gas, electricity and sanitation (including baths, sinks,

washhand basins and toilets);

- any appliances provided by the landlord under the tenancy for making use of the supply of water, gas or electricity;
- any installations for space heating and water heating;
- any fixtures, fittings and furnishings provided by the landlord under the terms of the tenancy;
- keeping in good repair any common areas or areas required for access;
- keeping any area required for access adequately lit and safe to use.

#### Tenant repairing responsibilities:

- generally taking proper care of the property as a good tenant;
- making good any damage to the property caused by the behaviour or negligence of the tenant, members of his/her household or any other person lawfully visiting or living in the property;
- keeping the interior of the property in reasonable decorative order;
- not carrying out alterations to the property without the landlord's permission.

Responsibility for other repairs depends on what the landlord and tenant agree themselves. The landlord can include a sum to cover the cost of repairs in the rent but cannot pass the costs on to the tenant in the form of a separate service charge.

### Safety of gas appliances

The landlord is required by law (**Gas Safety (Installation and Use) Regulations (Northern Ireland) 2004**) to ensure that all gas appliances are kept in good order and that an annual safety check is carried out by a tradesman who is registered with CORGI (this has been replaced with the Gas Safe Register). The landlord must keep a record of the safety checks and provide a copy to any new tenant prior to occupation, and to each existing tenant within 28 days of each annual check. A landlord is not responsible for maintaining gas appliances which the tenant will take with them at the end of the letting.

For further information contact the Health and Safety Executive at the address below:

**83 Ladas Drive**

**Belfast**

**BT6 9FR**

**Telephone: 028 9024 3249**

**Textphone: 028 9054 6896**

**Email: [hzeni@detini.gov.uk](mailto:hzeni@detini.gov.uk) or call the Freephone Helpline on 0800 0320121.**

### Electrical safety

The landlord should make sure that the electrical installation (fixed wiring, etc) is safe to use. If the landlord provides any electrical appliances as part of the tenancy (for example, cookers, kettles, toasters, washing machines, immersion heaters, etc) **The Electrical Equipment (Safety) Regulations 1994** requires the landlord to ensure the appliances are safe when first supplied. Each time the property is re-let, it will be classed

as supplying to that tenant for the first time.

The landlord therefore needs to maintain the electrical equipment supplied, and must take reasonably practicable precautions to ensure the appliances are safe. A combination of formal visual inspection combined with inspection and testing should help achieve this. Further guidance on how this could be done is contained in the leaflet 'Maintaining Portable Electrical Equipment in Low Risk Environments'. Though the advice in the leaflet is aimed at hotels, the maintenance procedures suggested in it are likely to suit many rented properties. Further information can be found on the **NIHE website: [Advice on electrical safety](#)**.

### Fire safety of furniture and furnishings

The landlord must ensure that any furniture and furnishings he or she supplies meets the fire resistance requirements in The Furniture and Furnishings (Fire) (Safety) Regulations 1988, unless they are letting on a temporary basis while, for example, working away from home. If you are not sure whether the regulations apply to you, seek advice from the environmental health department of your district council. The regulations set levels of fire resistance for domestic upholstered furniture. All new and second-hand furniture provided in accommodation that is let for the first time, or replacement furniture in existing let accommodation, must meet the fire resistance requirements unless it was made before 1950. Most furniture will have a manufacturer's label on it saying if it meets the requirements. District council



environmental health departments have the power to prosecute in cases of a breach of these regulations.

### **What about other repairs covered by the tenancy agreement?**

Responsibility for other repairs depends very much on the terms of the agreement between the landlord and the tenant. If a landlord, in doing repairs which it is their responsibility to do, spoils the internal decoration, they must make good the damage.

### **What happens if there is no written tenancy agreement?**

A verbal agreement is legally binding if the tenancy has been agreed for one year or less. Any verbal agreement regarding repairing obligations is legally binding just like a written agreement, and the same provisions will apply. However from 1 April 2007, any new tenancy created must have the terms of the tenancy provided in a written statement provided to the tenant within 28 days of the start of the tenancy.

## Getting repairs done

### **Public health repairs**

Under the [Clean Neighbourhoods & Environment Act \(Northern Ireland\) 2011](#), district councils can take enforcement action if the disrepair of a dwelling is causing a public health nuisance. A statutory nuisance is anything which if not repaired could damage someone's health. Examples of this could be a leaking roof or serious dampness. However, the law does not cover potential hazards, such as defective electrical wiring or defective ceilings.

The district council can serve a public health notice on the person who receives the rent for the dwelling, so, even if the owner of the property is not known or lives outside Northern Ireland, action can still be taken. If the tenant is responsible for these repairs under the terms of the tenancy agreement, the council will still serve the notice on the

landlord or his agent. However the tenant could be pursued by the landlord or agent for the costs involved.

The notice will specify a fixed number of days within which the work required must be completed. If the requirement has not been met, the district council can take a case to the county court which has the power to impose fines on the person named in the notice.

### **Notice of unfitness**

Under [The Private Tenancies \(NI\) Order 2006](#), district councils have powers to require the owner of a private tenancy to make the property fit for human habitation.

The owner in this case is defined as the person who is entitled to receive the rent,

which will include the landlord's agent. In order to meet the fitness standard a dwelling must:

- be structurally stable;
- be free from serious disrepair;
- be free from dampness prejudicial to the health of the occupants (if any);
- have adequate provision for lighting, heating and ventilation;
- have an adequate piped supply of wholesome water;
- have satisfactory facilities in the house for the preparation and cooking of food, including a sink with a satisfactory supply of hot and cold water;
- have a suitably located toilet for the exclusive use of the occupants (if any);
- have a suitably located fixed bath or shower and wash-hand basin, for the exclusive use of the occupants, each of which is provided with a satisfactory supply of hot and cold water;
- have an effective system for the draining of foul, waste and surface water.

### Notice of disrepair

Even if a property meets the fitness standard, district councils have the power to issue a notice of disrepair in either of the following situations:

- substantial repairs are needed to bring the dwelling up to a reasonable standard; or,
- its condition is having a negative impact on the personal comfort of the tenant.

This also applies to flats if the condition of a part of the building in which the flat is located (for example the communal areas) is in serious disrepair, even if the flat itself is not in poor condition.

### Other legislation

As described in Part 1 – 'Responsibility for Repairs', legislation in relation to gas, electricity and furniture safety requires the landlord to maintain appliances and installations in a safe condition. The district council has enforcement powers in relation to these matters. HSENI has enforcement powers in relation to safety of gas appliances.

### Other relevant issues

#### Does the landlord have the right of entry?

A tenant must allow the landlord and anyone authorised by him to have reasonable access to the property to inspect the state of repair and carry out repairs which the landlord is under an obligation to do.

This right can only be exercised at reasonable times. The landlord or agent must also give the tenant reasonable notice of this. If a landlord enters the accommodation at unreasonable times or without notice it can be seen as harassment (see Part 2 – 'Protection Against Harassment and Illegal Eviction').

If the tenant will not allow the landlord or agent to have access, the landlord must apply to the court for an order to enter and



carry out the works. An order can be made subject to conditions about the time at which the work is carried out and about alternative accommodation arrangements for the tenant.

### **Can a landlord make a tenant give up their tenancy to carry out repairs or improvements?**

#### **Protected and statutory tenancies**

Except in special circumstances, such as compulsory purchase for redevelopment, a protected or statutory tenant can only be made to leave their home if the landlord obtains a court order on one of a number of specified grounds (see the Department's information booklet '[Protected and Statutory Tenancies – A Guide for Private Landlords and Tenants in Northern Ireland](#)').

A protected or statutory tenant may agree to leave their home temporarily while work is carried out. Where this is the case the protected and statutory tenants should be provided with an agreement that sets out clearly in writing the basis on which they are leaving the property and their right to return. The agreement should include details of the alternative accommodation provided.

#### **Other tenants**

Other tenants cannot be forced to leave their property during the term of the tenancy agreement without a court order. If a tenancy is for a fixed term, the landlord should arrange to undertake repairs either at

the end of the fixed term or while the tenant is still living in the property. If the repairs are extensive, the landlord may be required to ask the tenant to leave their property. In this case the tenant may be able to seek compensation for disruption and may be able to claim compensation for the period depending on the extent of the repairs. If a tenancy is periodic, for example month to month, the landlord can end the tenancy by serving the relevant period of notice to quit in writing.

At the end of this time, the tenant should leave the property. If the tenant refuses to leave, the landlord can obtain a court order and have this enforced through the Enforcement of Judgements Office. If the landlord attempts to force the tenant to leave by any means other than a court order it could be seen as an illegal eviction (see [Part 2 – 'Protection Against Harassment and Illegal Eviction'](#))

### **Does the tenant have any rights to do work on the property?**

If a tenant has a right to carry out work to the property, this should be clearly specified in the tenancy agreement. If the statement of tenancy terms, provided to a tenant under a tenancy which began after 1 April 2007, does not refer to this issue, The Private Tenancies Order provides the tenant with the right to carry out alterations, provided that they first obtain the landlord's consent.



However, the landlord cannot withhold this consent unreasonably.

If the tenant does not comply with the terms of their tenancy, they could be breaking their agreement, and the landlord may be able to regain possession.

## Appendix A: Fitness standard

The statutory fitness standard is provided in [The Housing \(Northern Ireland\) Order 1981](#), as amended by [The Housing \(NI\) Order 1992](#). In order to meet the standard a dwelling must:

- be structurally stable;
- be free from serious disrepair;
- be free from dampness prejudicial to the health of the occupants (if any);
- have adequate provision for lighting, heating and ventilation;
- have an adequate piped supply of wholesome water;
- have satisfactory facilities in the house for the preparation and cooking of food, including a sink with a satisfactory supply of hot and cold water;
- have a suitably located water-closet for the exclusive use of the occupants (if any);
- have a suitably located fixed bath or shower and wash-hand basin, for the exclusive use of the occupants, each of

which is provided with a satisfactory supply of hot and cold water;

- have an effective system for the draining of foul, waste and surface water.

Any reference to a house being unfit for human habitation means that the dwelling concerned has failed to meet one or more elements of this standard.

Prior to 2007, this standard was also used as the regulated tenancy standard. A regulated rent certificate was issued in respect of a protected or statutory tenancy by the district council if the above criteria were satisfied.





## Appendix B: Information which must be provided in a statement of tenancy terms

### The following information must be provided in any Statement of Tenancy Terms:

- address of premises;
- name of tenant(s);
- name and address of landlord;
- contact phone number of landlord;
- name and address of agent (if any) and a description of the services provided on behalf of the landlord;
- contact phone number of agent (if any);
- emergency out of office hours telephone contact number;
- the term of the tenancy (weekly, monthly, quarterly etc.);
- the tenancy commencement date;
- the duration of the tenancy and the termination date (if any);
- the notice of termination which must be given in writing by landlord and tenant (except in the case of a fixed term tenancy) which must be no less than 4 weeks (see page 13);
- the rent payable, the dates on which this is due and the method of payment;
- the amount of rates payable and a statement as to whether this amount is included in the rent figure;
- the amount and purpose of any returnable or non returnable deposit payable and the conditions under which it will be repaid (if applicable). If the deposit is taken on or after 1 April 2013, details of the Tenancy Deposit Scheme in which the deposit is protected and details of the Scheme Administrator must also be provided;
- the amount and description of any other payment which the tenant is required to make in addition to rent and rates (for example, in respect of heating);
- the repairing obligations of both landlord and tenant;
- details of any other obligations on landlord or tenant forming part of the tenancy agreement;
- an inventory of any furniture or furnishings provided under the tenancy;

Any variation of a prescribed term of the tenancy must be described in a written statement supplied to the tenant within 28 days of the date of the variation.

Additional information to be included in every statement of tenancy terms supplied in connection with premises let under a private tenancy.



### General

The tenancy is not a protected or statutory tenancy within the meaning of **The Rent (Northern Ireland) Order 1978**. The tenant has the protection of the legal rights described below but other terms and conditions of the tenancy are a matter for agreement between the tenant and the landlord.

### Repairs

The landlord is obliged to keep in repair all gas fittings, flues and installations. Responsibility for other repairs is determined by the tenancy agreement but help is available from the environmental health department of the district council for some items of disrepair.

### Fitness for human habitation

A dwelling-house built before 6 November 1956 which is let under a private tenancy commencing after the introduction of The Private Tenancies (NI) Order 2006 and which is not a prescribed tenancy must be inspected by the district council to ascertain if it is fit for human habitation. Where a dwelling-house does not meet the fitness standard it is subject to rent control through the Rent Officer for Northern Ireland.

### Rent Book

All private tenants have a legal right to a rent book. The district council has powers to take legal action where this requirement is not complied with.

### Notice to quit

The landlord must always provide the tenant with a written notice to quit. The following table shows the minimum period of notice which the landlord must give the tenant, depending on the length of the tenancy.

Length of tenancy	Notice to quit
5 years or less	No less than 4 weeks written notice
More than 5 years and up to and including 10 years	No less than 8 weeks written notice
More than 10 years	No less than 12 weeks written notice

### Illegal eviction and harassment

It is an offence for a landlord or anyone acting on their behalf to harass the tenant or members of his/her household or to illegally evict them. This could include interfering with their home or possessions or cutting off services such as water or electricity with the intention of making them leave their home. The district council has powers to take legal action should any of these occur.

### Security of tenure

A tenant cannot be evicted from his/her tenancy without a possession order issued by a Court of Law, although they may be liable for legal costs incurred if an order is issued.



### **Help with payment of rent and rates**

A tenant is entitled to apply for help with the payment of his/her rent and rates through housing benefit, which is a social security benefit paid by the Housing Executive. For further information contact the local Housing Executive office.

### **Further advice**

For further advice or assistance with any problems in relation to the tenancy see Appendix I. Advice can also be available from a solicitor. Help with all or part of the costs of legal advice may be available under the Legal Aid scheme.

## Appendix C: Example of statement of tenancy terms

Address of Premises: _____ _____ _____		
Name of Tenant(s) •Mr. •Mrs. • Ms. _____ •Mr. •Mrs. • Ms. _____		
Name of Landlord _____ Address of Landlord _____ Contact phone No. _____		
Name and address of agent (if any) and a description of services provided on behalf of the landlord. Address _____ Services provided on behalf of Landlord: _____ _____ _____ Contact phone No: _____ Emergency Contact No: _____		
Term of the Tenancy*: (weekly, monthly, quarterly etc)      Tenancy Commencement Date:      Duration of Tenancy and the Termination Date (if any)		
Notice of Termination _____ This must be given in writing by landlord and tenant (except in the case of a fixed term tenancy) which must be no less than 4 weeks (see page 13). Rent Payable:      Date Rent due:      Method of payment: £ _____		

\* NOTE: Any variation of a prescribed term of the tenancy must be described in a written statement supplied to the tenant within 28 days of the date of the variation.



Is the amount of rates payable included in the rent figure? \* Yes / No

If 'No' who is responsible for the payment of rates? \* Landlord/Tenant

\* delete as appropriate

Amount of Rates Payable (if not included in rent): £ \_\_\_\_\_

The amount of any returnable/non returnable deposit: £ \_\_\_\_\_

Where is the deposit protected? \* \_\_\_\_\_

Name of Scheme Administrator \_\_\_\_\_

Address \_\_\_\_\_

Contact Tel No \_\_\_\_\_

Type of scheme \_\_\_\_\_

Purpose of Deposit: \_\_\_\_\_

Conditions under which the Deposit will be repaid (if applicable)

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

The amount and description of any other payment which the tenant is required to make in addition to rent and rates (for example, in respect of heating)

£ \_\_\_\_\_ Description

For repairing obligations of landlord and tenant see Part 3.

Details of any other obligations on landlord or tenant forming part of the tenancy agreement:

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

Is there an inventory of furniture or furnishings provided under the tenancy, signed by the tenant and landlord? Yes/ No (If yes, please attach to this Agreement).

The additional information set out below.

\* NOTE: From 1 April 2013, any deposit taken in respect of a private tenancy must be protected by the landlord in an approved tenancy deposit scheme by one of the appointed Scheme Administrators.



## Appendix D: Example of model tenancy agreement

This Agreement is between:

Ref. 1.1


The Landlord

The Tenant or Tenants

The Agent

The Guarantor [If Applicable]

Commencement Date

--

Ref 1.3

Property Location

Ref. 1.2

Post Code

(Please tick the appropriate box)

The Rent is

Ref. 1.4

£
---

Monthly

--

4 Weekly

--

2 Weekly

--

1 Weekly

--

Other

--

(Please state)

Deposit

[If Applicable]

£
---

Ref. 1.12

**1. TENANCY AGREEMENT**

**1.1** The parties. This Tenancy agreement ('the tenancy') is between:

The landlord

Whose address is


And the tenant(s) (individually and together if there is more than one person)


And is offered and accepted on the following terms and conditions.

**1.2 The accommodation.** The tenancy concerns the following address


'Accommodation' includes the fixtures, fittings, furniture and furnishings specified in the inventory checked and signed by the landlord and the tenant and attached to this agreement.

**1.3 Period of tenancy.** The tenancy starts on .....day of.....20..... (The entry date) including that day. The period of the tenancy is for ..... months from the start of this tenancy. Unless the landlord or the tenant has brought the tenancy to an end at, or before, the end of the period, the tenancy will continue on a month to month basis until terminated in terms of Section 5 of this agreement.

**1.4 Rent.** The rent is £.....per.....payable in advance on the.....day of the ..... (This includes the sum of £ .....payable for rates. See also paragraph 1.9)

**1.5 Frequency of payment.** The rent should be paid in the manner indicated in paragraph 1.7.

**1.6 The Guarantor.** Agrees to pay, immediately on demand of the same, the rent, if the tenant misses payments in the manner indicated in paragraph 1.7



### 1.7 Method of Payment.

By Standing Order to the landlord/ agent ☐

9

By cheque to the landlord/ agent

9

By cash to the landlord/agent

5

### By Housing Benefit

5

Either party to this agreement can change the method of payment by giving the other party one month's prior written notice.

**1.8 Rent Book.** The landlord will provide the tenant with a rent book free of charge, as required under The Private Tenancies (NI) Order 2006. The tenant must make the rent book available to the landlord/agent for updating.

**1.9 Rates.** Generally the landlord is responsible for the payment of rates and will collect an amount in respect of the rates in the rent.

- |                             |   |           |
|-----------------------------|---|-----------|
| - Capital Value of property | £ |           |
| - Rates Payable             | £ | per annum |
|                             | £ | per month |

- Please indicate:
- Is there an amount for the rates included in the rent? Yes ☐  
No ☐

What is the amount included for the rates in the rent? £ per

Please indicate who is responsible for the direct payment of rates to Land & Property Services in the Department of Finance & Personnel

Landlord ☐

Tenant ☐

Agent ☐

11

Other ☐

11

**1.10 Rent increases.** The rents for rent controlled tenancies can only be increased by the Rent Officer for Northern Ireland. (A rent controlled tenancy is a tenancy which is found to be unfit on inspection by the district council and/or a protected or statutory tenancy.) The date specified for the increased rent to be applied shall not be earlier than 4 weeks after the landlord has informed the tenant. For all other tenancies, if the tenancy is for a fixed term (lasts for a number of weeks, months or years), the agreement should say either that the rent will be fixed for the length of the term or that it will be reviewed at regular intervals. If the tenancy is a periodic tenancy (runs indefinitely from one rental period to the next), the tenancy agreement should say how often the rent will be reviewed and how it will be reviewed.





**1.11 Bills.** The tenant is solely liable for the payment of all charges for the supply of utilities (such as electricity, gas, water and telephone), in respect of the accommodation during the period of the tenancy. The tenant will take all reasonable steps to transfer such utilities into his/her own name. The tenant must not seek, or allow, disconnection of any utility, or alter the identity of the supplier without the prior written permission of the landlord. The tenant will be liable for the cost of reconnection of any of these services.

**1.12 Deposit.** The tenant is required to pay a deposit of £\_\_\_\_\_. From 1 April 2013, this deposit must be protected by your landlord in an approved Tenancy Deposit Scheme with a Tenancy Deposit Scheme Administrator. Your Scheme Administrator is (insert SA name). At the end of the tenancy the deposit will be returned to the tenant, either by the scheme administrator or the landlord, depending on which type of scheme the landlord has chosen for protecting the deposit and subject to any non-payment of rent or damage caused to the property.

If there is no dispute over the amount of the deposit to be refunded to the tenant, then the deposit must be paid to the tenant within 5 days from the date repayment of the deposit is requested. If the tenant / landlord has a dispute over the amount of the deposit being returned, they can avail of the dispute resolution mechanism provided free of charge by the scheme administrator.

**1.13 Breach.** If the landlord or tenant is in material breach of any terms or conditions of the tenancy either party is entitled to terminate the tenancy immediately or take the appropriate legal action in respect of the material breach.

**1.14 Joint and several liability.** If more than one tenant signs the agreement each will be liable together and individually for all obligations of the tenancy.

**1.15 Declarations by tenant**

The signature of the tenant on this agreement confirms the following:

- that the tenant has not knowingly or carelessly given false or misleading information to the landlord in connection with obtaining this tenancy;
- that the tenant made a full and true disclosure of all information sought by the landlord in connection with the grant of this tenancy;

**1.16 Service of notices.** Any notices or documents may be served on or sent to the landlord at the address in paragraph 1.1 above. The landlord shall be entitled to send, serve or deliver any notice or document to the tenant at the address of the accommodation.



**1.17 Permissions.** Wherever in this agreement the permission of the landlord is required, that permission will not be unreasonably withheld or delayed.

## **2. USE OF THE ACCOMMODATION**

**2.1 Private Residence.** The tenant as named in this agreement must occupy the accommodation only as his/her private residence.

**2.2 Assignment.** The tenant is not entitled to assign the tenancy, sub-let any part of the accommodation, take in lodgers or other paying guests or otherwise part with possession of any part of the accommodation without the prior written permission of the landlord. The tenant must not operate any kind of business from the accommodation without the prior written permission of the landlord.

**2.3 Take reasonable care.** The tenant, and those living with or visiting the tenant, will take reasonable care not to cause or allow damage to be caused to the accommodation, decoration, fixtures, fittings, furnishings, the common parts and property of neighbours.

**2.4 Security.** The tenant and landlord will take all reasonable steps to safeguard the accommodation against burglary. The tenant will inform the landlord in advance if the accommodation is to be left unoccupied for more than 30 days.

**2.5 No illegal or immoral use.** The accommodation must not be used for illegal or immoral purposes.

**2.6 Pets.** The tenant must not keep any domestic pets without the prior written consent of the landlord.

**2.7 Common parts tidy.** The tenant must keep the common parts clean and tidy to the extent that it is within his control to do so.

**2.8 Refuse.** The tenant must ensure that household refuse is placed in bin liners, sealed and placed in the wheelie bin provided, serving the property. The local council's arrangements for refuse collection must be complied with by putting all the household rubbish in the bin store or other proper place allocated for it. If no such place exists, rubbish must not be placed anywhere in the common parts and should be put out for collection only on the day designated for collection.



### 3. RESPECT FOR OTHERS

**3.1 Anti-social behaviour.** The tenant, those living with the tenant and visitors to the accommodation must not harass, or act in an anti-social manner to, any person in the neighbourhood on any ground, including that person's racial or ethnic origin, colour, religion, sex, gender, sexual orientation, age, disability or other status.

**3.2 Definition of anti-social behaviour.** Anti-social behaviour means causing, or likely to cause, alarm, distress, nuisance or annoyance to any person or causing damage to anyone's property. Harassment of a person includes causing the person alarm or distress.

**3.3 Tenants Rights.** Provided the tenant abides by the conditions stated in this agreement, the landlord shall allow the tenant quiet enjoyment of the property without interruption.

### 4. REPAIRS AND MAINTENANCE

#### 4.1 Landlord's Responsibilities and Rights

**4.1.1 Commencement of tenancy.** The landlord ensures that at the beginning of the tenancy, the property is fit to be lived in.

**4.1.2 Fire Safety.** The landlord will be responsible for ensuring that all furniture and furnishings, and all electrical, gas, fire safety, domestic heaters, and other appliances and equipment meet the current requisite safety standards/regulations.

**4.1.3 Repairs.** During the course of the tenancy, the landlord will carry out repairs or other work necessary to make the accommodation fit to be lived in. The landlord or his agent will take care of the tenant's property when carrying out such repairs.

**4.1.4 Specific repair obligations.** The landlord will keep in repair and in proper working order:

- The structure and outside of the property.
- The exterior paintwork of the property.
- Installations for supply of the gas, water, electric, space heating and water- heating.
- Appliances for making use of the supply of water, gas, electricity or other sources of heating.
- Installations for sanitation (for example sinks, baths, showers, toilets).
- Installations for the detection of smoke, fire, carbon dioxide and intruders.
- Door entry systems.



**4.1.5 Defective fixtures and fittings.** The landlord will repair or replace any of the fixtures, fittings or furnishings, supplied by the landlord in the accommodation, which become defective; and will do so within a reasonable period of time.

**4.1.6 The landlord's obligations to repair, maintain and decorate must be construed subject to the following:**

- The landlord is not under any duty to repair or maintain anything which is a tenant responsibility or to carry out any works for which the tenant is liable by virtue of this agreement or otherwise.
- The landlord is not under any duty to repair or maintain anything:
  - (i) which was not constructed or provided by the landlord, or any person from whom the landlord derived title, or any previous tenant (other than anything which was constructed or provided by the tenant and in respect of which the consent of the landlord has been given); or
  - (ii) which the tenant is entitled to remove from the dwelling.
- In determining the standard of repair or maintenance necessary for compliance with the landlord's obligations, regard is to be had to the age, character and prospective life of the dwelling at the time of the need for the relevant repair or maintenance.
- The landlord is not under any duty to carry out any work by virtue of its obligations to repair or maintain until a reasonable period has elapsed after the landlord has been given written and specific notice (by or on behalf of the tenant) of the need for such work.
- The landlord's duties to repair, maintain and decorate are subject to the additional limitations provided for in paragraph 4.2.

**4.1.7 Right of entry.** The landlord has the right to enter the accommodation for inspection or to carry out repairs or maintenance to the accommodation or the utilities serving it, at reasonable times during the day on 48 hours' prior written notice.

**4.1.8 Common parts.** The landlord will, in conjunction with other co-owners, take reasonable steps to keep the common parts in repair and fit for use by the tenant.

**4.1.9 Refund of Rent.** The landlord shall return to the tenant any rent payable in respect of any period during which the property may have been rendered uninhabitable.

**4.2 Tenant's Responsibilities and Rights**



**4.2.1 Duty to report.** The tenant must report any damage to the accommodation, or the common parts, or the need for repairs or maintenance, as soon as reasonably practicable. The tenant must immediately report to the landlord any emergencies affecting the accommodation including interruption to the supply of water, gas and electricity.

**4.2.2 Reasonable care and maintenance.** The tenant is responsible for taking reasonable care of the accommodation. This includes carrying out minor routine maintenance, replacement of appliances and internal decoration. The tenant must keep the accommodation in a reasonable state of cleanliness and decoration.

**4.2.3 Repairs through tenant fault.** The tenant is responsible for repair (including replacement) of damage to the accommodation, or loss of any of the fixtures, fittings and items in the inventory, caused through the fault of the tenant, anyone in the tenant's household or visitors of the tenant. For the avoidance of doubt the tenant must bear the cost of clearing blocked drains caused by dirty gully traps, or clearing waste pipes inside individual dwellings where the obstruction has been caused by misuse.

**4.2.4 Alterations.** The tenant is not entitled without the prior written permission of the landlord to:

- alter, improve or enlarge the accommodation;
- add new fixtures or fittings to the accommodation;
- install external satellite aerials or dishes;
- erect any type of sign, flag or advertisement visible from outside the accommodation;
- erect a shed, garage or other structure at the accommodation;
- decorate the outside of the accommodation;
- change any of the locks in the accommodation or add new locks.

## **5. ENDING THE TENANCY**

The tenancy may be ended in any of the following ways:

- when the period of the tenancy as agreed in paragraph 1.3 has expired; or
- after the term of the tenancy as outlined in paragraph 1.3 has expired and the tenancy has continued on a month to month basis either party must give one month's prior written notice to terminate the tenancy; or
- in the case of material breach to the agreement by either party one month's prior written notice must be given to the other party to terminate the tenancy.



**SIGNED BY THE LANDLORD/AGENT**

**Name**

Signature

Date of Signature

**Name of Witness**

Signature

Date of Signature

Address of Witness

**SIGNED BY THE TENANT**

**Name**

Signature

Date of Signature

**Name of Witness**

Signature

Date of Signature

Address of Witness



## Appendix E: Example of model inventory of furnishings

This list of standard items provided in the furnished property should be agreed, signed and dated both by the landlord/agent and the tenant /tenants. It will serve as a check list when ending the tenancy should a dispute arise as to the condition of the contents.

	No	Description / Condition
<b>Living Room</b>		
Sofa		
Arm Chair		
Table		
Lamp		
Curtains		
Blinds		
Carpet/Rug		
Television		
<b>Bedroom 1</b>		
Bed		
Wardrobe		
Carpet		
Curtains		
Blinds		
Lamp		

	No	Description / Condition
<b>Bedroom 2</b>		
Bed		
Wardrobe		
Carpet		
Curtains		
Blinds		
Lamp		
<b>Bedroom 3</b>		
Bed		
Wardrobe		
Carpet		
Curtains		
Blinds		
Lamp		
<b>Exterior</b>		
Wheelie Bin		





	No	Description / Condition
Kitchen		
Sink Unit		
Cooker		
Fridge		
Washing Machine		
Table & Chairs		
Pots & Pans		
Cutlery		
Microwave		
Curtains		
Blinds		
Bathroom		
Bath		
Shower		
Wash Basin		
W/C		

	No	Description / Condition
Hallway/ Stairs		
Table		
Lamp		
Carpet		
Bedroom 4		
Bed		
Wardrobe		
Carpet		
Curtains		
Blinds		
Lamp		

Landlord

Tenant

Date





## Appendix F: Information which must be provided in a rent book

The following information must be provided in a rent book:

- the address of the premises;
- the name of the tenant;
- the name, address and telephone number of the landlord;
- the name, address and telephone number of the landlord's agent (if any);
- the rent payable and the period covered by each payment;
- the capital value of the dwelling;
- the rates payable by the tenant, in addition to rent, and the period covered by each payment;
- the amount and description of any other payment which the tenant is required to make in addition to rent and rates (for example, in respect of heating);
- the tenancy commencement date.

## Appendix G: Example of rent book

THE RENT BOOK REGULATIONS (NORTHERN IRELAND) 2007	
Rent Book	
Address of Dwelling-house	
Tenant Name	
<b>Landlord Details</b>	
Name	
Address	
Telephone Number	
<b>Agent Details (if any)</b>	
Name	
Address	
Telephone Number	
<b>The rent payable and the period covered by each payment</b>	
Amount of Rates payable:	£
Period covered by each payment	
• Weekly <input type="checkbox"/> Monthly <input type="checkbox"/> Fortnightly <input type="checkbox"/> Quarterly <input type="checkbox"/>	
• Other (please specify)	
The Capital Value of the dwelling	
£	
<b>The amount of rates payable by the tenant, in addition to rent, and the period covered by each payment *</b>	

Amount of Rates payable: £

Period covered by each payment

• Weekly ☐ Monthly ☐ Fortnightly ☐ Quarterly ☐

• Other (please specify) \_\_\_\_\_

**The amount and description of payment(s) which the tenant is required to make in addition to rent and rates(for example, in respect of heating).**

Amount (£)	Description

Tenancy Commencement Date

/  /

\* if appropriate

Record of Payments Made in Respect of Rent

RENT £ \_\_\_\_\_ PER \_\_\_\_\_

Date Due	Amount Due (£)	Date Paid	Amount Received (£)	Account Balance (£)	By Whom Received

## Appendix H: Links to legislation relating to private landlords in Northern Ireland

Please see below for links to legislation relating to landlords in the private rented sector in Northern Ireland.

Protected and Statutory Tenancies  
– A Guide for Private Landlords and Tenants in Northern Ireland

[www.dsdni.gov.uk/protected-statutory.pdf](http://www.dsdni.gov.uk/protected-statutory.pdf)

Private Tenancies (Northern Ireland) Order 2006

[www.legislation.gov.uk/nisi/2006/1459/contents/made](http://www.legislation.gov.uk/nisi/2006/1459/contents/made)

Prescribed Dwelling-house Regulations 2007  
[www.legislation.gov.uk/nisr/2007/38/contents/made](http://www.legislation.gov.uk/nisr/2007/38/contents/made)

Rent Assessment Committee Regulations 2007

[www.legislation.gov.uk/nisr/2007/88/contents/made](http://www.legislation.gov.uk/nisr/2007/88/contents/made)

Prescribed Fees & Charges Regulations 2007  
[www.legislation.gov.uk/nisr/2007/39/contents/made](http://www.legislation.gov.uk/nisr/2007/39/contents/made)

Private Tenancies (Forms etc) Regulations 2007

[www.legislation.gov.uk/nisr/2007/131/contents/made](http://www.legislation.gov.uk/nisr/2007/131/contents/made)

Tenancy Deposit Schemes Regulations (Northern Ireland) 2012

[www.legislation.gov.uk/nisr/2012/373/contents/made](http://www.legislation.gov.uk/nisr/2012/373/contents/made)

Housing (Amendment) Act 2011

[www.legislation.gov.uk/nia/2011/22/contents](http://www.legislation.gov.uk/nia/2011/22/contents)

Tenancy Terms Regulation (Northern Ireland) 2007

[www.legislation.gov.uk/nisr/2007/87/contents/made](http://www.legislation.gov.uk/nisr/2007/87/contents/made)

Rent Book Regulations (Northern Ireland) 2007

[www.legislation.gov.uk/nisr/2007/89/contents/made](http://www.legislation.gov.uk/nisr/2007/89/contents/made)



# Appendix I: Sources of further information

## Rent Officer for Northern Ireland

Causeway Exchange

1 – 7 Bedford Street

Belfast

BT2 7EG.

**Tel:** (028) 90515248.

**Email:** info@rentofficer-ni.gov.uk

### Advice on:

- whether or not a rent is registered;
- the procedure for registration;
- rent determinations;
- rent assessment committees.

## Northern Ireland Housing Executive

For general enquiries:

**Tel:** 03448920900

For Housing Benefit queries:

**Tel:** 03448920902

**Email:** info@nihe@gov.uk

### Advice on:

- housing queries;
- the payment of Housing Benefit;
- advice on the availability of grants; and,
- the standards for Houses in Multiple Occupation.

## Land & Property Services

General enquiries:

Department of Finance and Personnel

Rathgael House Balloo Road

Bangor Co. Down

BT19 7NA

**Tel:** (028) 9185 8111

**Email:** dfp.enquiries@dfpni.gov

### Advice on:

- rate collection;
- valuation;
- mapping; and,
- land registration.

## District Council

Environmental Health Department

(see link below)

**<http://www.nidirect.gov.uk/index/contacts/local-councils-in-northern-ireland.htm>**

For general enquiries please contact:

## Belfast City Council

General Enquiries

Chief Executive's Department

Belfast City Hall

Belfast BT1 5GS

**Tel:** (028) 9032 0202

**Email:** generalenquiries@belfastcitygov.uk

### Advice on:

- certificates of fitness, notice of refusal, notice of unfitness or notice of disrepair;
- the procedure for issuing a public health notice;
- cases of illegal eviction or harassment;
- responsible for enforcing the rent book and tenancy terms regulations.

### **Housing Rights Service**

Middleton Buildings

10 - 12 High Street

Belfast BT1 2BA

**Tel:** (028) 9024 5640

**Website:** <http://renting.housingadviceni.org>

#### **Advice on:**

- Fitness standards and legal representation requirements for rental properties in Northern Ireland;
- The practicalities of listing a property and finding suitable tenants;
- Required paperwork and certificates which must be provided to tenants;
- How payment of residential rates is managed in the private rented sector;
- Best practice on deposits and the new deposit protection schemes;
- How housing benefit works for the private rental market and what help is available to tenants in arrears;
- How to deal with problems that arise during a tenancy;
- Legal procedures for ending a tenancy correctly.

### **Local Citizens Advice Bureau**

Citizens Advice Regional Office

46 Donegall Pass

Belfast

BT7 1BS

**Tel:** (028) 9023 6522

Telephone for details of your nearest Citizens Advice Bureau providing advice and information relating to queries regarding the private rented sector in Northern Ireland.

# Appendix J: Enforcement powers under the law relating to the private rented sector

## What Can Your District Council Do?

Description	Action that can be taken
Statement of Tenancy Terms not provided (only applies to tenancies which commenced after 1 April 2007)	If a landlord fails to provide a tenant with a statement of the terms of the tenancy, he will be guilty of an offence and may be prosecuted by the district council.
No rent book provided	A private tenant has the legal right to a rent book. District councils have the power to take legal action if this is not complied with.
Notice of Unfitness or Disrepair not complied with	It is an offence not to carry out repair works specified within these notices; the district councils have the power to take legal action.
Obstructing an authorised person from trying to perform duties	If the district council or anyone authorised by the council is obstructed from trying to perform its duties, an offence will have been committed.





Description	Action that can be taken
Certificate of Fitness not applied for	A district council can take legal action if a landlord fails to apply for a certificate of fitness.
Rent in excess of rent limit to be irrecoverable by landlord	A landlord is guilty of an offence if the rent book shows the tenant to be in arrears because of rent which is in excess of the rent limit and that the entry should be removed within 7 days of being requested by the tenant.
Information about ownership of houses	A district council may request details of those with an interest in the property in order that the council can serve a notice. It is an offence not to provide or knowingly give wrong information.
Service of Notices on Landlord's Agents	It is an offence if the agent fails to provide landlord contact details, if requested by the district council or the tenant.
Information requested by Rent Assessment Committees	A landlord or tenant is guilty of an offence if they fail to provide information as requested by a rent assessment committee.





Description	Action that can be taken
Unlawful eviction and harassment of occupier	Any person who unlawfully deprives the tenant of his occupation of a dwelling house or is involved in actions likely to interfere with the peace and comfort of the tenant, shall be guilty of an offence and proceedings may be instituted by the district council.
Failure to protect a tenancy deposit or provide the relevant information on tenancy deposit protection to tenants (from 1 April 2013).	It is an offence for a landlord to take a deposit and not protect it in a Tenancy Deposit Scheme or to supply the relevant information about the protection of a deposit within the 28 day timeframe. District councils can take proceedings against non-compliant landlords.
Landlord registration (from 25 February 2014) providing false information failing to register as a private landlord and failing to provide evidence of registration	It is an offence for a landlord to fail to register if letting a dwelling-house under a private tenancy, to provide false information for the purposes of registration and/or to fail to provide evidence of registration in prescribed circumstances. District councils can take proceedings against non-compliant landlords.





This document is available on the Department's website under  
Private Rented Sector Publications or at **[www.nidirect.gov.uk/landlord](http://www.nidirect.gov.uk/landlord)**





### Alternative Formats

If this document is not in a format that suits your needs please contact us and we can discuss alternative arrangements that may better suit your specific requirements.

**Email:** [landlordregistration@nidirect.gov.uk](mailto:landlordregistration@nidirect.gov.uk)

**Telephone:** (From UK) 0300 200 7821  
(Outside UK) 0044 28 9049 5857





# LANDLORD REGISTRATION SCHEME



**DfC**  
Department  
for Communities  
[www.communities-ni.gov.uk](http://www.communities-ni.gov.uk)

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