



# PRIVATE TENANCIES

**A GUIDE FOR PRIVATE LANDLORDS  
AND TENANTS IN NORTHERN IRELAND**

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.

## WHO SHOULD READ THIS BOOKLET

You should read this booklet if you are a landlord letting a domestic property to a tenant, or a tenant who is renting, or thinking of renting, a domestic property.

This booklet explains the most important features of tenants' and landlords' rights and responsibilities but it is only a general guide.

Landlords and tenants 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 section 1.*

*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.*

# CONTENTS

<b>SECTION</b>	<b>PAGE</b>
1 Introduction to private tenancies	3
2 Types of private tenancy	4
3 How a tenancy is agreed	5
4 Fitness inspections and rent control	7
5 Landlord and tenant rights and responsibilities	10
6 Ending a tenancy	14
7 Rent increases and varying the terms of a tenancy	16
8 Succession rights, joint tenancies, subletting	17
9 Housing benefit	18
10 Harassment and illegal eviction	19

## Appendices

A Fitness Standard	20
B Information which must be provided in a statement of tenancy terms	21
C Information which must be provided in a rent book	23
D Other booklets on landlord and tenant legislation	24
E Sources of further information	25

# 1. 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 found to be unfit for human habitation is also rent controlled.

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
- the landlord provides services, such as cleaning, meals or personal care
- the landlord is a charity providing accommodation for charitable purposes
- 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)
- 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 E at the back of this booklet.**

## 2. TYPES OF PRIVATE TENANCY

### **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.rentofficer-ni.gov.uk](http://www.rentofficer-ni.gov.uk). 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 E 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.

## 3. 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 if the landlord has broken any of the terms of the agreement. In either case, four weeks' notice to quit 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 four weeks' notice to quit. 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 are detailed in Appendix B. Failure to provide such a written statement 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: 0845 600 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.

### 3. HOW A TENANCY IS AGREED

This may be to act as security in case the tenant leaves the property owing rent or to pay for any damage or unpaid household bills at the end of the tenancy.

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 (or list) 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.

If the deposit is retained without good reason by the landlord at the end of the tenancy, the tenant can make a claim through the Small Claims Court for the disputed amount. Legal advice should be taken before doing this.

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 the costs of damage for a specified period. See Appendix E 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 C.

## 4. FITNESS INSPECTIONS AND RENT CONTROL

Under the Private Tenancies Order, 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 Housing Executive within the past 10 years
- an HMO grant was paid by the Housing Executive within the past 10 years
- the dwelling is currently registered as an HMO with the 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 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. Unless the tenancy is a protected or statutory tenancy, this means that no rent

control will apply to the tenancy and the landlord is free to charge a market rent.

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 9).

#### ***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

## 4. FITNESS INSPECTIONS AND RENT CONTROL

statutory tenancy, the landlord or tenant can apply to the rent officer to have a new rent determined (see Change of Circumstances, page 9). 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.

### ***Tenant's subsequent application for a fitness inspection***

Once a certificate of fitness has been issued, the tenant can apply for a re-inspection at any time if there are grounds for believing that the property no longer meets the fitness standard. The district council is entitled to charge a fee for this inspection which cannot exceed £50. Some councils may waive this fee on financial or other grounds: tenants should contact the environmental health department of their council for further information. If a notice of refusal is issued as a result, this 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, on page 9). If the tenancy is not a protected or statutory tenancy, the rent officer will determine an appropriate rent.

### **Rent determination**

The rent officer will decide the maximum rent which can be charged for a tenancy 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 Housing Executive would charge for a similar dwelling
- the amount of the Local Reference Rent as determined by the Housing Executive for similar properties in the locality.

The rent officer will also take into account:

- any disrepair which is the responsibility of the tenant
- 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 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.

## 4. FITNESS INSPECTIONS AND RENT CONTROL

### **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 7)
- there is a *change of circumstances* which would be sufficient to affect the rent (see below)
- the Department reviews the level of controlled rents (see below).

### ***Change of circumstances***

The landlord or tenant of a protected or statutory tenancy can apply for a re-determination 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.

## 5. LANDLORD AND TENANT RIGHTS AND RESPONSIBILITIES

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

In all cases, a landlord and tenant can agree whatever division of responsibility for repairs they wish, with the exception of gas 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 (below)
- any installations for the supply and use of water, gas, electricity and sanitation (including baths, sinks, basins and other sanitary conveniences)
- 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. 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.

For further details, read the Department's booklet *'Repairs - A Guide for Private Landlords and Tenants in Northern Ireland'* listed at the end of this booklet.

#### **Safety of gas appliances**

The landlord is required by law to ensure that all gas appliances are maintained in good order and that an annual safety check is carried out by a tradesman who is

## 5. LANDLORD AND TENANT RIGHTS AND RESPONSIBILITIES

registered with CORGI (Council for Registered Gas Installers). 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 83 Ladas Drive, Belfast BT6 9FR, telephone: 028 9024 3249, textphone: 028 9054 6896, email: hseni@detini.gov.uk or call the Freephone Helpline on 0800 0320121.

### ***Fire safety of furniture and furnishings***

The landlord must ensure that any furniture and furnishings supplied as part of the tenancy meet the fire resistance requirements in the Furniture and Furnishings (Fire) (Safety) Regulations 1988, unless the letting is on a temporary basis, for example, while the landlord is working away from home. These 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.

Further guidance is contained in the booklet *'A Guide to the Furniture and Furnishings (Fire) (Safety) Regulations Fact Sheet'* (URN No: 01/1737). This can be downloaded from [www.dti.gov.uk](http://www.dti.gov.uk)

### **How can repairs be enforced if the landlord refuses?**

If the landlord refuses to comply with his obligations to repair, there are a number of ways in which the tenant can take action. In summary, these are by way of:

- district council powers – the district council can issue a number of enforcement notices, depending on the nature of work required, including a public health notice, a notice of unfitness and notice of disrepair
- Small Claims Court – a tenant can take a private action to claim damages.

For further details, read the Department's booklet *'Repairs – A Guide for Private Landlords and Tenants in Northern Ireland'* listed at the end of this booklet.

Advice can also be obtained from the Housing Rights Service, Citizens Advice Bureau or independent advice centre (see Appendix E) or a solicitor.

## 5. LANDLORD AND TENANT RIGHTS AND RESPONSIBILITIES

### **What payments is the tenant responsible for making?**

#### **Rates**

In most cases, the landlord is responsible for the payment of rates to the Rates Collection Agency, 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 Rates Collection Agency.

#### **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 coin 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 the Department's booklet – *'Protection Against Harassment and Illegal Eviction – A Guide for Private Landlords and Tenants in Northern Ireland'*)

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.

### **What rights does the tenant have?**

#### **Quiet enjoyment**

All private tenants have the legal right to live in their tenancy as their home. As described above, the landlord must seek permission before he or she enters the dwelling. For example, matters such as whether pets can be kept should be negotiated and included in the terms of the tenancy agreement.

#### **Protection from harassment**

The landlord is not permitted to harass the tenant. Harassment includes any act performed by a person (which is not

## 5. LANDLORD AND TENANT RIGHTS AND RESPONSIBILITIES

necessarily the landlord) to prevent a tenant from exercising any of their rights in respect of the tenancy (see the Department's booklet – *'Protection Against Harassment and Illegal Eviction – A Guide for Private Landlords and Tenants in Northern Ireland'*).

### ***Protection from illegal eviction and notice to quit***

See section 6

### ***Due process of law***

In order to evict a tenant, a landlord must follow the due process of law. This applies even where a tenant refuses to quit the accommodation after a notice to quit has expired. The landlord must obtain a court order as to forcibly remove the tenant or his possessions could be seen as an illegal eviction (see the Department's booklet, *'Protection Against Harassment and Illegal Eviction – A Guide for Private Landlords and Tenants in Northern Ireland'*)

### ***Rent book***

All private tenants must be provided with a rent book. See section 3.

### ***Right to claim housing benefit***

All tenants are entitled to claim Housing Benefit to help with the payment of rent and rates. All landlords must inform tenants of this in the rent book. See section 9.

## 6. 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 the Department's booklet, *'Protection Against Harassment and Illegal Eviction - A Guide for Private Landlords and Tenants in Northern Ireland'*). 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 E 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.

This also applies in the case of a *fixed term tenancy* where the term originally agreed has expired and the landlord has done nothing to bring the tenancy to an end. The tenancy will as a result have become a *periodic tenancy*. The tenancy will continue to run on this basis until either the landlord or tenant gives four weeks' written Notice to Quit, and if necessary commences legal proceedings, as described above.

### **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 DSD booklet *'Protected and Statutory Tenancies - A Guide for Private Landlords and Tenants*

## 6. ENDING A TENANCY

*in Northern Ireland* listed at the end of this booklet.

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

### **What should the tenant do if they wish to oppose the landlord's claim for possession?**

When the tenant is served with a copy of the landlord's application to the court for possession proceedings, they should act immediately if they disagree with anything in the landlord's sworn statement (affidavit), particularly if the landlord is claiming misconduct on the tenant's part.

Any tenant considering opposing a landlord's claim for possession should seek advice. If the landlord is successful in their claim, the tenant may be liable for the landlord's costs. Advice can also be obtained from an advice agency or solicitor. See Appendix E at the end of this booklet for a list of advice agencies.

### **Does the tenant have to leave when the landlord has a possession order from the court?**

The tenant should leave the property on the date specified in the court order. Should they fail to do so, the landlord must apply to the Enforcement of Judgements Office (EJO), which is part of the Northern Ireland Courts Service. The EJO will arrange for enforcement officers to evict the tenant and remove their possessions.

### **Can the tenant leave during the tenancy?**

In the case of a *fixed term tenancy* where the tenant wants to move out before the end of the agreed term, the landlord will usually have to agree to this, unless the tenancy agreement provides otherwise. If the tenancy agreement does not provide for early termination and the landlord does not agree that the tenant can break the agreement, the tenant will be contractually obliged to pay the rent for the entire length of the fixed term. However, there is a responsibility on the landlord in this situation to try to cover his or her losses in other ways, notably by trying to re-let the accommodation. In other words, the landlord will not necessarily be able to claim for several months' rent (for example) if a tenant leaves early. If the tenancy has no fixed term, a tenant must give the landlord four weeks' notice in writing of the intention to end the tenancy.

The tenant may be able to end a *fixed term tenancy* early and not be liable for rent if the landlord has breached one of the obligations of the tenancy, for example, if the landlord has not carried out their repairing obligations. In this case, the tenant may be taken to court for not paying rent that the landlord has requested. Tenants should seek advice about ending their tenancy in these circumstances. Advice can be obtained from an advice agency or a solicitor. (See Appendix E at the end of this booklet for a list of advice agencies)

## 7. 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 DSD's booklet '*Protected and Statutory Tenancies – A Guide for Private Landlords and Tenants in Northern Ireland*' listed at the end of this booklet.

### **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.

## 8. SUCCESSION RIGHTS, JOINT TENANCIES, SUBLETTING

### **Can a number of people be joint tenants?**

The landlord can agree a joint tenancy with an individual, a couple or any combination of people from the outset of the tenancy. Each is then responsible jointly and individually for meeting the terms of the tenancy in full, including paying the rent. If one joint tenant leaves the property before the end of the tenancy without the landlord's agreement and the landlord cannot recover the rent due from him or her, the remaining joint tenant or tenants will be responsible for paying the full rent.

Under a joint tenancy, all tenants have equal rights under the tenancy and are equally entitled to share possession of the whole of the house or flat. If a husband or wife are joint tenants and subsequently divorce, the court can decide as part of the divorce settlement who should take on the tenancy.

### **Can a member of a tenant's household succeed to the tenancy?**

If a tenant dies and the tenancy is a joint tenancy, the remaining joint tenant or tenants have an automatic right to stay on in the property. If the tenant was a sole tenant, only protected and statutory tenancies will have a possible right to succession. For further information, see the Department's booklet, *'Protected and Statutory Tenancies - A Guide for Private Landlords and Tenants in Northern Ireland'* listed at the end of this booklet.

### **Can the tenant transfer the tenancy or sublet to someone else?**

A tenant will not be able to sublet or give the tenancy to someone else unless the tenancy agreement allows this. This may be because the agreement states that no subletting is permitted or because it states that only the tenant and his household are entitled to occupy the premises.

## 9. HOUSING BENEFIT

### **Can I get housing benefit to help with the rent?**

It is a right of all tenants to claim housing benefit. Interference with this right could be seen as harassment (see the DSD's booklet *'Protection Against Harassment and Illegal Eviction – A Guide for Private Landlords and Tenants in Northern Ireland'*).

If the tenant is on a low wage or claiming other benefits, financial assistance through the Northern Ireland Housing Executive may be available to cover part or all of the rent and rates. The amount of housing benefit payable will depend on both income and savings and an assessment of the rent being paid compared with rents for properties of the same size in the locality. If the Housing Executive finds that the accommodation is larger than is reasonable for the tenant's needs, the rent is restricted to the average level of rent for accommodation of an appropriate size. If the tenant is a single person under 25, benefit may be restricted to the average level of rent in the locality for shared accommodation without board.

The rules on housing benefit are complicated. This is only a very general outline of the rules. If you want to know more about how housing benefit payments are calculated and paid, the Housing Executive's Housing Benefit Department will be able to provide leaflets and advice. If you want to find out if you are eligible for housing benefit you should seek advice from one of the advice agencies listed at Appendix E at the end of this booklet.

### **Can housing benefit be paid direct to the landlord?**

The Housing Executive can arrange for benefit to be paid direct to the landlord if the tenant and the landlord agree this. Direct payments may also be made in some other circumstances – for example, where the tenant is in rent arrears.

### **Can I find out how much rent will be covered by housing benefit before I sign the tenancy agreement?**

A prospective tenant can apply to the Housing Executive for a Pre-Tenancy Determination. The landlord will need to sign the form. The Housing Executive will make an assessment for the tenant and the landlord of the maximum amount of rent which will be met by housing benefit. The actual amount of benefit payable will depend on the tenant's financial and personal circumstances.

### **What can the tenant do if housing benefit payments are delayed and the landlord seeks possession on the grounds of rent arrears?**

The tenant should contact the person handling the housing benefit application in the Housing Executive immediately and explain that the landlord is taking steps to evict because of arrears of rent. The Housing Executive has powers to make certain payments if it has not processed the claim but all the information that was needed with the claim has been provided. Advice can also be sought from an advice agency or solicitor (see appendix E at the end of this booklet for a list of advice agencies).

## 10. HARASSMENT AND ILLEGAL EVICTION

### **What can the tenant do if they think their landlord is harassing or trying to evict them illegally?**

It is a criminal offence for a landlord, or someone acting on a landlord's behalf, to evict a tenant without a court order. It is also a criminal offence for a landlord, or someone acting on a landlord's behalf, to try to force a tenant out of their home or stop them from exercising one of their rights as a tenant (see section 5). Examples of unlawful behaviour include bullying, violence, withholding services such as gas or electricity, or any other sort of interference. District councils have powers to start legal proceedings for offences of harassment and eviction, and to prosecute if they believe an offence has been committed. Any complaints should be made to the district council's housing department or environmental health department.

For further advice, read the DSD booklet, *'Protection Against Harassment and Illegal Eviction – A Guide for Private Landlords and Tenants in Northern Ireland'* listed at the end of this booklet.

## 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:

- 1 be structurally stable
- 2 be free from serious disrepair
- 3 be free from dampness prejudicial to the health of the occupants (if any)
- 4 have adequate provision for lighting, heating and ventilation
- 5 have an adequate piped supply of wholesome water
- 6 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
- 7 have a suitably located water-closet for the exclusive use of the occupants (if any)
- 8 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
- 9 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

- 1 Address of premises
- 2 Name of tenant(s)
- 3 Name and address of landlord
- 4 Contact phone number of landlord
- 5 Name and address of agent (if any) and a description of the services provided on behalf of the landlord
- 6 Contact phone number of agent (if any)
- 7 Emergency out of office hours telephone contact number
- 8 The term of the tenancy (weekly, monthly, quarterly etc.)
- 9 The tenancy commencement date
- 10 The duration of the tenancy and the termination date (if any)
- 11 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
- 12 The rent payable, the dates on which this is due and the method of payment
- 13 The amount of rates payable and a statement as to whether this amount is included in the rent figure
- 14 The amount and purpose of any returnable or non returnable deposit payable and the conditions under which it will be repaid (if applicable)
- 15 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)
- 16 The repairing obligations of both landlord and tenant
- 17 Details of any other obligations on landlord or tenant forming part of the tenancy agreement
- 18 An inventory of any furniture or furnishings provided under the tenancy
- 19 The additional information set out below

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**

1. Your tenancy is not a protected or statutory tenancy within the meaning of the Rent (Northern Ireland) Order 1978. You have the protection of the legal rights described below but other terms and conditions of your tenancy are a matter for agreement between you and your landlord.

#### **Repairs**

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

#### **Fitness for human habitation**

3. A dwelling-house built before 6 November 1956 which is let under a private tenancy commencing after the introduction of the Private Tenancies (NI)

## APPENDIX B: INFORMATION WHICH MUST BE PROVIDED IN A STATEMENT OF TENANCY TERMS

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

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

### Notice to quit

5. A notice to quit must give at least four weeks' written notice of the date on which it is to take effect.

### Illegal eviction and harassment

6. It is an offence for your landlord or anyone acting on his behalf to harass you or your household or illegally evict you. This could include interfering with your home or your possessions or cutting off services such as water or electricity with the intention of making you leave your home. Your local council has powers to take legal action should any of these occur.

### Security of tenure

7. You cannot be evicted from your tenancy without a possession order issued by a Court of Law, although you may be liable for legal costs incurred if an order is issued.

### Help with payment of rent and rates

8. You are entitled to apply for help with the payment of your rent and rates through housing benefit, which is a social security benefit paid by the Housing Executive. For further information contact your local Housing Executive office.

### Further advice

9. If you would like advice or assistance with any problems you are having in relation to your tenancy contact either Housing Rights Service, telephone: (028) 9024 5640, or Advice NI, who will give you details of your local advice centre, telephone: (028) 9064 5919, or Citizens Advice Bureaux (see Phone Book for details). You can also contact a solicitor. Help with all or part of the costs of legal advice may be available under the Legal Aid scheme.

## APPENDIX C: INFORMATION WHICH 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 D: OTHER BOOKLETS ON LANDLORD AND TENANT LEGISLATION

The following booklets are available, free of charge, from advice agencies and libraries. They can also be downloaded from the DSD website [www.dsdni.gov.uk](http://www.dsdni.gov.uk) and the rent officer's website, [www.rentofficer-ni.gov.uk](http://www.rentofficer-ni.gov.uk)

- *Protection Against Harassment and Illegal Eviction – A Guide for Private Landlords and Tenants in Northern Ireland*
- *Protected and Statutory Tenancies – A Guide for Private Landlords and Tenants in Northern Ireland*
- *Repairs – A Guide for Private Landlords and Tenants in Northern Ireland.*

## APPENDIX E: SOURCES OF FURTHER INFORMATION

**Rent Officer for Northern Ireland**  
**James House**  
**Cromac Avenue**  
**Belfast BT7 2JA**  
**Tel: (028) 9081 9509**

**[www.rentofficer-ni.gov.uk](http://www.rentofficer-ni.gov.uk)**

will be able to advise on:

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

**Housing Executive**  
 (see telephone directory under  
 "Northern Ireland Housing Executive")

**District Offices**

will be able to advise on the payment of housing benefit.

**Grants Offices**

will be able to advise on the availability of Grants or on standards for Houses in Multiple Occupation

**Valuation and Lands Agency**  
**Local Office**  
 (see telephone directory under  
 "Government – Department of  
 Finance and Personnel")

will be able to provide details of the capital value and net annual value (a small charge may be made)

**District Council**  
**Environmental Health Department**  
 (see telephone directory under the  
 name of the council)

- will be able to advise on whether a certificate of fitness, notice of refusal, notice of unfitness or notice of disrepair has been issued
- will advise on the procedure for issuing a public health notice
- will provide advice in a case of illegal eviction or harassment
- is responsible for enforcing the rent book and tenancy terms regulations

## APPENDIX E: SOURCES OF FURTHER INFORMATION

**Housing Rights Service  
Middleton Buildings  
10 - 12 High Street  
Belfast BT1 2BA  
Tel: (028) 9024 5640  
[www.housingadviceNI.org](http://www.housingadviceNI.org)**

is a voluntary organisation which provides free independent advice and representation on all housing matters including rent assessment committee hearings

**Local Citizens Advice Bureaux  
(see telephone directory under  
"Citizens Advice Bureaux")**

telephone for details of your nearest Citizens Advice Bureau providing advice and information

**or telephone (028) 9023 1120**

**Advice NI  
Tel (028) 9064 5919  
[www.adviceni.net](http://www.adviceni.net)**

telephone for details of your nearest local independent advice centre providing advice and information

# NOTES

# NOTES

**This document is available at:**

[www.rentofficer-ni.gov.uk](http://www.rentofficer-ni.gov.uk)  
or [www.dsdni.gov.uk](http://www.dsdni.gov.uk)

**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: [housing.policy@dsdni.gov.uk](mailto:housing.policy@dsdni.gov.uk)

Telephone: (028) 9081 9510



Department for  
**Social  
Development**  
[www.dsdni.gov.uk](http://www.dsdni.gov.uk)

April 2007