

PRIVATE TENANCIES

ADVICE FOR LANDLORDS



Department for
**Social
Development**

www.dsdni.gov.uk

Introduction

This information leaflet has been developed by the Department for Social Development (DSD) to provide guidance to anyone thinking about privately letting property which is owned by them in return for rented income.

Anyone letting property on this basis is a landlord and in Northern Ireland there are specific laws and conditions which all private landlords must follow. Brief details of these are set out in this short leaflet. Further detailed information is available from:

www.dsdni.gov.uk/index/hsdiv-housing/privaterentedsector.htm
www.housingadviceni.org/private-tenancies.html

Before renting out your property, make sure you have permission to do so from:

- your lender if the property is mortgaged
- your house insurance company.

The information provided in this leaflet does not provide an authoritative interpretation of the law. If you are in doubt about your legal rights or responsibilities, you should seek information from an advice centre or consult a solicitor.

Fitness and Health & Safety Standards

Before entering into an agreement to rent your property to a tenant you must ensure that the accommodation meets current fitness and health and safety standards. In general, the house must comply with the following main requirements:

- All parts of the property should be in a reasonable state of repair and good working order. It is strongly recommended that you employ the services of a qualified surveyor to carry out a full inspection and produce a report on the overall condition of the property before letting it in the first instance.
- You need to ensure that it is clean, dry, safe and in a habitable condition. The electric supply, the plumbing and the central heating should all be checked for safety, and the kitchen should be of a reasonable standard with facilities for storing and preparing food.

If you need any advice on these standards or want to talk to someone about help in meeting them you should contact the Environmental Health Department of your local district council. The telephone numbers are listed in the yellow pages under Local Government.

Tenancy Agreement

When entering into a private rental arrangement it is good practice to provide your tenant with a **tenancy agreement** which is a contract setting out the terms and conditions of the tenant living in your property. Although they can be verbal or in writing, it is strongly recommended that you provide a written tenancy agreement to avoid the potential for disputes. Details of the information provided in a tenancy agreement are provided at Appendix 1.

Basic information that a landlord must provide to a new tenant

By law from 1 April 2007 you **must** provide your tenant, within 28 days of the start of the tenancy, with a **written statement of tenancy terms** (whether or not a written or verbal tenancy agreement has been provided) and a **rent book**. These must be provided free of charge. Your

district council has powers to take legal action where these requirements are not complied with.

The statement of tenancy terms must provide written details on a number of issues. These are detailed at Appendix 2. The rent book must provide a range of information including your name and address, the amount of rent and rates to be charged, the amount of any deposit payable and the circumstances when this can be withheld. Full details are provided at Appendix 3.

Copies of a model statement of tenancy terms and rent book can be found on the DSD's website - see details on previous page.

Landlord's responsibilities

In addition to the information supplied in this leaflet a landlord has other responsibilities including:

- ensuring gas, electricity and furniture safety requirements are met in the property
- maintaining the structure and outside of the property
- giving your tenant reasonable notice before accessing the property to carry out repairs, except in case of an emergency
- respecting your tenant's right to peace and quiet in their home.

Rent

The amount of rent you intend to charge your tenant depends on the condition of your property and the type of tenancy. Some tenancies will have the level of rent limited according to legislation

- All protected and statutory tenancies are subject to rent control. One way to check if your property falls under this category is to check the rent register on www.rentofficer-ni.gov.uk, or if you want to know more contact DSD Housing Division on the telephone number provided in the introduction
- Unless exempt, all pre-1945 properties with tenancies starting on or after 1 April 2007 must have a fitness certificate. Any deemed unfit by the Environmental Health Department are subject to rent control. For further information on exempt properties, please contact the Environmental Health Department at your local council.
- Most other tenancies are not subject to rent control and landlords can charge a market rent.

Deposit

As a landlord you are legally entitled to request a deposit from any prospective tenant. The deposit should be returned in full at the end of the tenancy, provided there are no losses or damage to the property caused by the tenant. More details on this aspect should be included in the tenancy agreement.

Ending a tenancy

The duration of individual tenancies may be agreed and reflected in the tenancy agreement. Where there is either no tenancy agreement or the duration is not agreed, it will be deemed to last for a default period of 6 months. In most cases you or the tenant may end the tenancy by giving the other party the required written notice (see table below).

A landlord must always provide the tenant with a **written** notice to quit. The following table shows the minimum period of notice which you 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

Eviction

If your tenant breaks a term of the tenancy agreement during the tenancy period, you may be able to evict them. You must give the tenant the required notice to quit in writing (see paragraph 'Ending a Tenancy')

If your tenant refuses to leave the property after the tenancy has come to an end you will have to get a court order to force them to leave.

Illegal eviction and harassment

It is an offence for you or anyone acting on your behalf to harass your tenant or their household or illegally evict them. This could include bullying, violence, withholding services such as gas or electricity or any other sort of interference with the intention of making them leave their home. If this happens your local council's Environmental Health Department has powers to take legal action against you.

Housing Benefit

A tenant is entitled to apply for help to pay their rent and rates through Housing Benefit. It is a social security benefit administered by the Northern Ireland Housing Executive.

The amount of Housing Benefit depends on the tenant's personal circumstances and it is rare that Housing Benefit will cover the entire amount of rent charged by you. If they are entitled, Housing Benefit can be paid either directly to the landlord or to the tenant who can pay the landlord themselves.

From 7 April 2008, most new tenants who are eligible will receive Local Housing Allowance, which is a new way of calculating Housing Benefit.

House in Multiple Occupation (HMO)

If you decide to let your property to several people who are not members of the same family, e.g. to students, it may be classed as a House in Multiple Occupation. Special rules and standards apply to such arrangements. For more information about these types of property contact the Northern Ireland Housing Executive's HMO team on 08448920900 or e-mail them at hmo.central@nihe.gov.uk if you have a specific query.

Energy Performance Certificate

By law from 31 December 2008 you must make available, free of charge, a valid energy performance certificate on any property you are newly letting or re-letting to a tenant. More information can be found on the DSD website www.dsdni.gov.uk/index/hdiv-housing/hdiv-energy_perf_certs.htm

Appendix 1: Information provided in a Tenancy Agreement

- How much rent the tenant is required to pay
- When the payment is due
- The amount of notice the tenant or landlord has to give before ending the tenancy (it must be in writing and give at least 28 days notice)
- The length of the tenancy i.e. a start and end date
- Who is responsible for repairs
- Why a deposit is required and whether it will be returned in full or in part at the end of the tenancy
- When the landlord can enter the premises
- Whether there are any restrictions on how the tenant can use the property.

Appendix 2: Information which must be provided in a Statement of Tenancy Terms

- Address of premises
- Name of tenant(s)
- Name, address and contact telephone number of the landlord
- Name, address and contact telephone number of the agent (if there is an agent) and a description of the services provided by them on behalf of the landlord
- Emergency out of office hours telephone contact number for the landlord or agent (if there is an agent)
- The term of the tenancy i.e. weekly, monthly, quarterly etc.
- The tenancy start date
- The tenancy duration and termination date (if any)
- The notice of termination which must be given in writing by the landlord and the tenant (except in the case of a fixed term tenancy) and which must be no less than 28 days
- The rent payable, dates on which it is due and method of payment
- The rates payable, whether this amount is included in the rent figure, and if not whether the landlord or the tenant is responsible for the payment of rates
- The amount and purpose of any returnable or non returnable deposit payable and the conditions under which it will be refunded (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)
- The repairing obligations of both the tenant and the landlord
- Details of any other obligations on the tenant or landlord forming part of the tenancy agreement
- An inventory of any furniture or furnishings provided under the tenancy.

Additional information for **tenants** which must be included in every statement of tenancy terms supplied in connection with premises let under a private tenancy

1. General – 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 between you and your landlord.
2. Repairs – Your landlord is obliged to keep in repair all gas fittings, flues and installations. Your landlord must also provide you with a copy of the record of required safety checks made in relation to gas appliances or flues, or, in certain circumstances, display prominently in the dwelling house a copy of that record. Responsibility for other repairs is determined by your tenancy agreement but you can get help from the Environmental Health Department of your local council for some items of disrepair.
3. 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.

4. Rent Book – 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.
5. Notice to quit – A notice to quit must give at least 4 weeks' written notice of the date on which it is to take effect. With effect from the 30th June 2011 where the length of a tenancy is more than 5 years but not more than 10 years, the notice to quit period is not valid unless given in writing not less than 8 weeks before the date on which it is to take effect. Where the length of a tenancy is greater than 10 years, the notice to quit period is not valid unless given in writing not less than 12 weeks before the date on which it is to take effect
6. Illegal eviction and harassment – 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.
7. Security of tenure – 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.
8. Help with payment of rent and rates – 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.
9. Further information – If you would like independent advice or information on your rights and obligations you should contact a solicitor, or Housing Rights Service (telephone number 028 90 245640), or Advice NI (telephone number 028 90 645919), who will give you details of your local advice centre, or Citizens Advice Bureau (see Phone Book for details).

Appendix 3: Information which must be provided in a Rent Book

- Address of premises
- Name of tenant
- Name, address and contact telephone number of the landlord and agent (if there is an agent)
- The amount of rent payable and the period covered by each payment
- The capital value of the premises
- The amount of rates payable in respect of the premises
- The amount of any rates included in the rent or payable by the tenant in addition to rent, and the period covered by each payment
- The amount and description of any other payment due in addition to rent and rates (for example in respect of heating)
- The tenancy commencement date.

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**This leaflet is also available in: Large Print, Braille and Audio CD upon request.
Contact**

DSD Housing Division at

www.dsdni.gov.uk/index/hsdiv-housing/privaterented-sector.htm



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