

PRIVATE TENANCIES

ADVICE FOR TENANTS



Department for
**Social
Development**

www.dsdni.gov.uk

Introduction

This information leaflet has been developed by the Department for Social Development (DSD) to assist anyone thinking about renting property from a private landlord or agent acting on a landlord's behalf.

Specific laws and conditions apply to private tenancies in Northern Ireland and this leaflet provides brief details of what a private tenant should expect from their landlord. It also provides some information on the obligations and responsibilities of tenants. Further detailed information is available from:

- www.dsdni.gov.uk/index/hsddiv-housing/private_rented_sector.htm
- www.housingadviceni.org/private-tenancies.html
or telephone Housing Rights Service on 028 90 245640

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.

Tenancy Agreement

You will normally be given a written **tenancy agreement** when you move into rented accommodation. This is a contract setting out the terms and conditions which apply in individual cases. Your tenancy agreement will become legally binding after you sign it so read carefully before signing it. Even if you don't get a written tenancy

agreement you still have rights. A verbal agreement can count as a tenancy agreement too. 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 your landlord **must** provide you, within 28 days of the start of the tenancy, with a **written statement of tenancy terms** (whether or not you have a written or verbal tenancy agreement) 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 telephone numbers are listed in the yellow pages under Local Government.

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 the name and address of your landlord, 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.

Remember - You should read any agreement carefully and be sure that you understand it before accepting and signing it. **It is a legal document binding both you and the landlord.** Your landlord should give you a copy of any agreement you sign.

Tenant's responsibilities

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

- reporting repairs that are required to be done by the landlord
- replacing lost keys
- keeping the accommodation in a reasonable state of cleanliness and decoration
- making good any damage caused by you, members of your household or any other person lawfully visiting or living in the property
- making sure that you, members of your household or your visitors do not harass, cause nuisance or annoyance to the occupiers of any neighbouring or adjoining premises.

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 you reasonable notice before accessing the property to carry out repairs, except in case of an emergency
- respecting your right to peace and quiet in your home.

Rent

Rent is normally paid weekly or monthly and is usually paid in advance. You can agree with your landlord the method of payment and they (or their agent) should record these payments in your rent

book. Even if you decide to pay by a Standing Order with your bank or pay by cheque you should always record payments in your rent book which your landlord or agent can endorse periodically.

If the property you are renting was built before 1945, and your tenancy started on or after 1 April 2007, it must have a fitness certificate.

Deposit

Most landlords will ask you for a deposit before you move in, in addition to an advance of rent. The deposit should be returned to you in full at the end of the tenancy, provided there are no losses or damage to the property caused by you. More details on this aspect should be included in the tenancy agreement, but you should be clear about the circumstances in which all or part of the deposit will be retained by your landlord.

If at the end of the tenancy your landlord or the agent fails to return your deposit without good reason, you may need to pursue the matter via the Small Claims Court.

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 landlord may end the tenancy by giving the other party at least 28 days written notice.

You may be able to leave a tenancy before the end of the agreed duration of the tenancy; however, you must be aware of the risks of

doing so. This is because if you leave early without the agreement of your landlord, even with giving 28 days written notice, you could still be liable for the rent until the end of the tenancy agreement. Your landlord can withhold the deposit (if there is one) for non-payment of rent – this will often be stated in the tenancy agreement – and they could pursue you in the Small Claims Court for the remaining rent. You should seek advice on the matter before giving written notice to quit.

Eviction

If you have broken a term of your tenancy agreement during the period of your tenancy, your landlord may be able to evict you. Your landlord must give you **28 days** notice to quit in writing and get a court order before evicting you.

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

Illegal eviction and harassment

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

Housing Benefit

As a tenant you are entitled to apply for help to pay your 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 your personal circumstances and, if you are entitled, it can be paid either to you to pay your landlord, or directly to your landlord. If you opt to receive Housing Benefit directly you must ensure that you use it to pay your landlord.

If you have become a tenant since 7 April 2008 or you have moved to a new tenancy since that date you will come under the rules for Local Housing Allowance, which is a new way of calculating Housing Benefit for most private tenants. **More information about Local Housing Allowance and Housing Benefit is available on the Northern Ireland Housing Executive website - www.nihe.gov.uk/index/housingbenefit.htm.**

You should be aware that in some cases Housing Benefit may not cover the full amount of rent charged by your landlord and you will have to make up the difference yourself. You should make sure that you have sufficient means to cover any top-ups before finalising your tenancy agreement. If you have to pay a top-up you should consider applying to the Northern Ireland Housing Executive for a Discretionary Housing Payment to help reduce the top-up

House in Multiple Occupation (HMO)

If you are sharing your accommodation with several people who are not members of your family, e.g. with 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 a landlord must make available, free of charge, a valid energy performance certificate on any property they 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.
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/private-rented-sector.htm



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