
STATUTORY RULES OF NORTHERN IRELAND

2023 No. 19

LANDLORD AND TENANT

The Tenancy Information Regulations (Northern Ireland) 2023

Made - - - - - *16th February 2023*

Coming into operation *1st April 2023*

The Department for Communities⁽¹⁾ makes the following Regulations in exercise of the powers conferred by Articles 4A, 4B and 72(1) of the Private Tenancies (Northern Ireland) Order 2006⁽²⁾ and Section 2 and Schedule 1 to the Private Tenancies Act (Northern Ireland) 2022⁽³⁾.

Citation, commencement and interpretation

1.—(1) These Regulations may be cited as the Tenancy Information Regulations (Northern Ireland) 2023 and come into operation on 1st April 2023.

(2) In these Regulations—

“the Order” means the Private Tenancies (Northern Ireland) Order 2006;

“the Act” means the Private Tenancies Act (Northern Ireland) 2022.

Landlord’s notice relating to the granting of a private tenancy

2. A notice under Article 4A(2) of the Order and paragraph 1(2) of Schedule 1 to the Act shall be in the form set out in Schedule 1.

Landlord’s notice relating to the variation of a private tenancy

3. A notice under Article 4B(2) of the Order and paragraph 2(3) of Schedule 1 to the Act shall be in the form set out in Schedule 2.

(1) The Department for Social Development was renamed the Department for Communities in accordance with section 1(7) of the Departments Act (Northern Ireland) 2016 (2016 c.5 (N.I.))
(2) 2006 No. 1459 (N.I. 10)
(3) 2022 c.20 (N.I.)

Sealed with the Official Seal of the Department for Communities on 16th February 2023

(L.S.)

David Polley
A senior officer of the
Department for Communities

SCHEDULE 1

Regulation 2

LANDLORD’S NOTICE RELATING TO THE GRANTING OF A PRIVATE TENANCY

Article 4A of the Private Tenancies (Northern Ireland) Order 2006 and Section 2 and Schedule 1 to the Private Tenancies Act (Northern Ireland) 2022.

This Notice must be given to the tenant free of charge and within 28 days of the granting of the tenancy.

To: Name of Tenant(s)	
Address of the dwelling-house (this can be a house or flat)	
Is this dwelling-house a House in Multiple Occupation(1) (HMO)?	Yes <input type="checkbox"/> No <input type="checkbox"/>
If yes, please provide HMO licence number	
Name of Landlord	
Landlord’s address(2)	
Landlord’s phone number	
Landlord’s email address	
Landlord registration number	
Emergency phone number (if no agent available)	
<p>(1) A house in multiple occupation is a building or part of a building if: (a) it is living accommodation, (b) it is occupied by three or more persons as their only or main residence, (c) those persons form more than two households, and (d) rents are payable or other consideration is to be provided in respect of the occupation by at least one of those persons of the living accommodation. See section 1 of the Houses in Multiple Occupation Act (Northern Ireland) 2016.</p> <p>(2) Alternatively, if an agent is managing the property on the landlord’s behalf, a correspondence address for the landlord may be entered here, for example, the landlord’s solicitor’s address.</p>	

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Name and address of landlord's agent (if any) and a description of services provided on behalf of the landlord	
Name of Agent	
Agent's address	
Agent's phone number	
Agent's email address	
Services provided by Agent	
Emergency phone number	

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<p>If your tenancy has an end date it is a fixed term tenancy. This means it cannot end before the end date unless there is a breach of any of the tenancy terms.</p> <p>If your tenancy does not have an end date, or if the original end date of your tenancy has passed, it is a periodic tenancy. To end the tenancy written notice must be given by the landlord or the tenant to the other party.</p> <p>The minimum amount of written notice will depend on the length of the tenancy, please see paragraph 6 of the notes, below.</p>			
Tenancy start date			
Duration of the tenancy (if fixed)			
Tenancy end date (if any)			
Rent amount	£	per week/month or other (please specify)	
Date rent due		Method of payment	
Does the rent include rates?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	
If yes, amount of rates included in rent	£	per week/month	
If no, who is responsible for paying rates	Landlord <input type="checkbox"/>	Tenant <input type="checkbox"/>	
Amount of rates to be paid if not included in rent	£	per week/month	
<p>From 1 April 2013, landlords must protect any tenancy deposit paid by a tenant. The deposit must be protected in an approved tenancy deposit scheme. The deposit should not be more than one month's rent.</p>			
Deposit amount (£)			
Name of tenancy deposit scheme			
Contact number for tenancy deposit scheme			
Type of tenancy deposit scheme	Custodial <input type="checkbox"/>	Insurance <input type="checkbox"/>	

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Please detail any other payments, in addition to rent and rates, which the tenant must pay to the landlord, for example utility bills.		
Description	Amount (£)	Frequency (per week/month)
Is there an inventory of furniture or furnishings provided under the tenancy, signed by the tenant and landlord? (If yes, please attach to this document)		
Yes <input type="checkbox"/>	No <input type="checkbox"/>	
Any additional information or mutual agreements set out below (for example landlord's consent needed to redecorate, to keep pets, or subletting etc.):		
Signed: (Landlord/Agent of landlord) *delete as applicable		Date:

NOTES

General

1. Your tenancy is not a protected or statutory tenancy within the meaning of the Rent (Northern Ireland) Order 1978 as amended by Article 56 of the Private Tenancies (Northern Ireland) Order 2006. You have the protection of the legal rights described below. However, other terms and conditions of your tenancy are a matter for you and your landlord.

Repairs

2. 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 required safety checks in relation to gas appliances and flues. In some circumstances, your landlord may also display a copy of any safety certificate prominently in the property. Responsibility for other repairs is determined by your tenancy agreement. You can get help from the environmental health department of your local council if repairs are not carried out. See Appendix 1 (below) for more information.

Access for repairs

3. By law, you must let your landlord (or their representatives or contractors) have reasonable access to the property to carry out repairs or an inspection. Your landlord should give you reasonable notice before this happens.

Fitness for human habitation

4. Your landlord is responsible for ensuring your property is safe. If:
- Your property was built before 1945, and
 - Your tenancy began on or after 2007, and
 - The property is not a prescribed dwelling-house, and
 - It has no current certificate of fitness then, you can ask your local council to inspect it to ensure it is fit for human habitation.

Where a rented property does not meet the fitness standard, it is subject to rent control through the Rent Officer for Northern Ireland.

Receipts

5. All private tenants have a legal right to a receipt for any cash payment in relation to their tenancy. The receipt should detail:

- The amount paid,
- The date it was paid,
- What the payment was for,
- If an amount remains outstanding, the amount, or
- If payment was made in full, that no amount remains outstanding.

You should get a receipt when you make the payment or as soon as reasonably possible afterwards. Your local council has powers to take legal action when this does not happen.

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Notice to Quit

6. To end a tenancy a written 'Notice to Quit' must be given by the landlord or you (the tenant), to the other party, except in the case of a fixed term tenancy, where it ends as agreed. The following tables show the minimum period of notice your landlord must give you, and you must give your landlord, depending on the length of the tenancy.

Minimum period of notice a landlord must give a tenant

<i>Length of Tenancy</i>	<i>Notice to Quit from landlord</i>
Not more than 12 months	No less than 4 weeks' written notice
More than 12 months but not more than 10 years	No less than 8 weeks' written notice
More than 10 years	No less than 12 weeks' written notice

Minimum period of notice a tenant must give a landlord

<i>Length of Tenancy</i>	<i>Notice to Quit from tenant</i>
Not more than 10 years	No less than 4 weeks' written notice
More than 10 years	No less than 12 weeks' written notice

Illegal eviction and harassment

7. Your landlord, or anyone acting on their behalf, is not allowed to harass you or your household to try to make you leave or illegally evict you. This could include:

- Entering your home without permission, unless in an emergency,
- Removing your belongings, or
- Cutting off essential services, such as water or electricity.

Your local council has powers to take legal action if this happens.

Legal process for eviction

8. You cannot be evicted from your property until your landlord follows the correct legal process and gets a possession order from the Court. However, you may be liable for legal costs incurred if a possession order is issued.

Help with paying rent and rates

9. You are entitled to apply for help with paying your rent and rates.
- You may be able to get help with your housing costs through Universal Credit. Universal Credit is a social security benefit paid by the Department for Communities. You can make a claim online (universal-credit.service.gov.uk).
 - If you are having difficulty with paying your rent, you may be able to get a Discretionary Housing Payment. More information is available from nihe.gov.uk.
 - If you need help with rates, you can apply for this through the Rate Rebate Scheme. For information on this see the NI Direct website (nidirect.gov).
 - Some tenants are eligible to get Housing Benefit, a social security benefit paid by the Housing Executive.

For further information contact your local Jobs and Benefits office or Housing Executive office.

Further advice

10. If you need independent advice or help with any problems you are having in relation to your tenancy, contact either:

- Your local council's environmental health department,
- Housing Rights, phone: 028 9024 5640,
- Advice NI, phone: 0800 915 4604, or
- A Solicitor.

Appendix 1 – Repairs

A landlord and tenant can agree to divide responsibility for repairs as they wish, except for gas appliances and furniture safety, which are the responsibility of the landlord.

However, where a tenancy began after 1st April 2007 and where there is not a clear division of responsibility for repairs, the law imposes what are known as 'default terms'.

This means that if a tenancy agreement either does not refer to repairing responsibilities, or does not describe these in enough detail, the following will apply:

The landlord is responsible for:

- Repairing the structure and exterior of the property, including exterior paintwork, drains, gutters and pipes,
- Repairing the interior of the property other than matters covered under tenant responsibilities (see below),
- Repairing any installations for the supply and use of water, gas, electricity and sanitation including baths, sinks, wash-hand basins and toilets,
- Repairing any appliances provided by the landlord,
- Repairing any installations for heating and water heating,
- Any fixtures, fittings and furnishings provided by the landlord,
- Keeping in good repair any common areas or areas required for access, and
- Keeping any area required for access adequately lit and safe to use.

The tenant is responsible for:

- Taking proper care of the property as a good tenant,
- Fixing any damage caused by tenants, household members or guests,
- Keeping the interior in reasonable decorative order, and
- Not altering the property without the landlord's permission.

Responsibility for other repairs depends on what the landlord and tenant agree themselves.

A landlord is not responsible for maintaining gas appliances which the tenant will take with them at the end of the tenancy.

Status: This is the original version (as it was originally made).

SCHEDULE 2

Regulation 3

LANDLORD’S NOTICE RELATING TO THE VARIATION OF A PRIVATE TENANCY

Article 4B of the Private Tenancies (Northern Ireland) Order 2006 and Section 2 and Schedule 1 to the Private Tenancies Act (Northern Ireland) 2022.

This Notice must be given to the tenant free of charge and within 28 days of the date of the variation.

TO: NAME OF TENANT(S)	
Address of the dwelling-house	
Name of landlord(s)	
Provision(s) to be varied	
New Provision(s)	
Date of effect of new provision(s)	
Signed: (Landlord/Agent of landlord) *delete as applicable	Date:

EXPLANATORY NOTE

(This note is not part of the Regulations)

These Regulations set out the form of notice and information a landlord must give a tenant relating to the granting of a tenancy and any variation of that tenancy, within 28 days of such granting or such variation.

Regulation 1 relates to citation, commencement and interpretation.

Regulation 2 prescribes the form of notice to be given to a tenant by a landlord relating to the granting of a private tenancy.

Regulation 3 prescribes the form of notice to be given to a tenant by a landlord relating to the variation of a private tenancy.

Schedule 1 sets out the particulars and information to be contained in a landlord's notice relating to the granting of a private tenancy.

Schedule 2 sets out the information to be contained in a landlord's notice relating to the variation of a private tenancy.