



**PRIVATE TENANCIES (NI) ORDER 2006
STATEMENT OF TENANCY TERMS**

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

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

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

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

* delete as appropriate

The amount and purpose of any returnable/non returnable deposit: £ _____

Purpose of Deposit: _____

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

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

£ _____ Description _____

Repairing obligations of landlord: (see Appendix 1)

Repairing obligations of tenant: (see Appendix 1)

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

An inventory of any furniture or furnishings provided under the tenancy.

The additional information set out below.

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

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 01 January 1945 which is let under a private tenancy commencing after the introduction of the Private Tenancies (NI) Order 2006 and which is not a prescribed tenancy must be inspected by the district council to ascertain if it is fit for human habitation. Where a dwelling-house does not meet the fitness standard it is subject to rent control through the Rent Officer for Northern Ireland.

Rent Book

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 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 is 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 1

A landlord and tenant can agree whatever division of responsibility for repairs and maintenance they wish, with the exception of gas and electrical appliances and furniture safety which are the responsibility of the landlord. However, where a tenancy commenced after 01 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'. This means that where an agreement either does not refer to repairing responsibilities, or does not describe these in sufficient detail, the following will apply:

Landlord repairing responsibilities

- the structure and exterior of the property, including exterior paintwork, drains, gutters and external pipes
- the interior of the property other than matters covered under tenant responsibilities (see below)
- any installations for the supply and use of water, gas, electricity and sanitation (including baths, sinks, wash-hand basins and toilets)
- any appliances provided by the landlord under the tenancy for making use of the supply of water, gas and 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

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