

Important

This guide has been developed to help private tenants become more aware of what is involved in renting accommodation and to avoid some of the problems associated with sustaining a tenancy. It provides general guidance, identifies sources of assistance, and aims to encourage private tenants to work with landlords to maintain a healthy, well – managed private rented sector.

THIS GUIDE HAS BEEN PREPARED BY THE HOUSING EXECUTIVE FOR GUIDANCE ONLY AND IS NOT TO BE TAKEN AS AN AUTHORITATIVE DOCUMENT ON LAW.

Whilst the Housing Executive has made every effort to ensure that all information contained in this publication is correct, it is stressed that it is incumbent upon any person entering into a private letting agreement to satisfy themselves on the suitability and safety of the premises.

The Housing Executive can accept no liability in this respect whatsoever.

A brief guide to renting in the private sector

With demand far exceeding the supply for social housing more and more people are renting from private landlords.

If you rent your home from a private landlord or an agent acting on behalf of a landlord, or you are considering private renting, it is important to know what your rights and responsibilities are in relation to your accommodation and where you can get advice if difficulties or problems arise.

Renting a house or flat creates a legal relationship between you and the landlord. This means that you both have a number of rights and certain responsibilities. As a tenant this includes paying the rent on time, not damaging furniture or causing a nuisance. For landlords it includes carrying out repairs for which they are responsible in a reasonable time and allowing the tenant privacy and peaceful enjoyment of the property. These are just a few examples, there are many more rights and responsibilities placed on both the landlord and tenant.

The right to due process of law

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.

The right to claim Housing Benefit

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.



Tenants' rights

By law all private tenants have basic rights. The Private Tenancies (NI) Order 2006 created additional tenants rights.

The right to a rent book

You have a legal right to a rent book, (copy available at www.nihe.gov.uk), which must be provided by the landlord free of charge. Your district council has powers to take legal action where this requirement is not complied with.

The right to proper notice to quit

A notice to quit must give at least 28 days written notice of the date on which it is to take effect.

The right to freedom from harassment and unlawful eviction

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 of services such as water or electricity with the intention of making you leave your home. Your local district council has powers to take legal action should any of these occur.

Before looking for accommodation

Before you start looking for accommodation you will need to have an idea as to what type of accommodation you require to meet your needs. It may help to write down your main requirements. You should consider the location with regard to, work, bus and train travel, schools and shops in the area, how close you will be to friends, family, medical care, availability of secure parking and social life. You need to decide what size of property you require for your needs and what you can afford. The appropriate size for the properties for which housing benefit is being claimed is based on the following allocation of bedrooms with one bedroom being required for each grouping, counting each person once only.

- A couple who live together
- A person aged 16 or over
- 2 Children of the same sex (any age up until 16)
- 2 Children under 10
- A single child (a 'child' is someone under 16)

Tenants' rights

The right to a statement of tenancy terms

Where a tenancy started on or after 01 April 2007 the tenant is entitled to receive a written Statement of Tenancy Terms (copy available at www.nihe.gov.uk), free of charge, within 28 days of the start of the tenancy.

The right to default repairs

You and your landlord can agree which of you has the responsibility to repair, with the exception of gas and electrical appliances and furniture safety which are the responsibility of your landlord. Where the Statement of Tenancy Terms is not clear as to who has responsibility for repairs the law will impose 'default terms' for landlord and tenant repairing responsibilities.

The right to a default tenancy term

If you do not have a tenancy agreement or the tenancy agreement does not state when the tenancy will end, under the law you have a right to a tenancy that will run for six months initially and at the end of this period it will become a periodic tenancy (e.g. month to month).

Viewing properties

Gather as much information as you can before you view properties, then you won't waste time looking at a property that won't be of interest to you or may be out of your rent range.

When going to view a property always bring a friend or family member with you. It can be useful to get another person's opinion and it is safer than going alone.

Try to view a number of properties in your chosen area as this will give you an idea of what is available and what properties are in your rent range.

If you are not familiar with the location go early and check out the area for shops, bus routes and local facilities.

Try to avoid viewing at night as it may be difficult to see faults or disrepair.

Make a list of questions that you want to ask the landlord

Where to find properties to rent

The most common places to find private rented accommodation include:

- 'Accommodation to Let' columns in local newspapers. Landlords may advertise their properties in the classified sections of newspapers and local free papers.
- By placing an advertisement in the local papers, shop window or notice board.
- Estate agents (check websites and Yellow Pages)
- Students should check with their university and www.studentpad.co.uk
- 'To Let' boards outside properties

It is often the case that rented property is not advertised so ask around and make it known to friends or work colleagues that you are looking for accommodation.

Estate agents' fees

If you find a home through an estate agent you may be charged fees for their services. Before you pay any money find out exactly what the fees are for and get advice from Housing Rights Service or Citizens Advice Bureau see Further Contacts and Advice or a solicitor. You should also ask for a copy of the tenancy agreement and read it carefully if you are unsure about any parts of the agreement get further advice before you sign it.

The Tenancy Agreement

The tenancy agreement is a legal contract between you and your landlord.

The agreement sets out the terms and conditions of the tenancy, such as the rent, the length of the tenancy, repair responsibilities, the amount and reason for the deposit, when the landlord can enter the property and any conditions and restrictions on the use of the property.

If your landlord doesn't give you a written tenancy agreement you should ask for one. A model Tenancy Agreement is available on the Housing Executive's website www.nihe.gov.uk

Make sure you read the agreement carefully and that you understand and agree with the terms and conditions before you sign it.

If you feel there are unfair terms in the tenancy agreement you should consider not taking up the tenancy or get advice, from Housing Rights Service, Citizens Advice Bureau, see Further Advice and Contacts, or a solicitor.

Houses in Multiple Occupation

If you are considering living in a property with at least two other people who are not members of your family, the property is known as a House in Multiple Occupation (HMO).

HMOs generally fall within the following categories:

- shared houses
- houses converted to bed sits
- houses let in lodgings
- hostels, B&B, guest houses, hotels
- residential homes
- houses or buildings converted to flats, flatlets or maisonettes



In order to ensure the health, safety and well being of the occupants, the Housing Executive has set standards to be applied to HMO properties.

If you live in a HMO and you feel the property doesn't meet the required standards you should contact your local Housing Executive HMO Unit and your District Councils Environmental Health Department (see Further Advice and Contacts).

Safety

Landlords have responsibility, under the law, to carry out repairs and maintain in a safe condition certain gas and electrical appliances and furniture.

The landlord should provide the tenant with instructions and warnings on the safe use of gas and electrical appliances.

Check if the property has smoke alarms (it is recommended that you install new smoke alarm batteries when you move in), carbon monoxide detectors, a fire extinguisher, a fire blanket in the kitchen, and a means of escape in case of fire.

Do not use gas appliances that you think or know are unsafe and report them to your landlord. If there is a gas leak you should immediately leave the dwelling and telephone the gas emergency number 0800 111 999.

If carbon monoxide detectors are not already installed you should discuss this with your landlord or consider providing them yourself.

Help with your Rent

Local Housing Allowance

Local Housing Allowance (LHA) is a new Housing Benefit Scheme for tenants who rent accommodation from private landlords. The scheme enables people who are thinking about moving to privately rented accommodation to know in advance what rent level their Housing Benefit would be based on. This will help prospective tenants choose the accommodation they can afford.

The LHA is published on the Housing Executive's website www.nihe.gov.uk and there is a copy of the current rates in your pack.



Rent Payments

Rent is normally paid weekly or monthly and is usually paid in advance. You can agree with your landlord the method of payment but always record payments in your rent book even if you decide to pay by a Standing Order with your bank or pay by cheque.

What is illegal eviction?

Most people who rent their home can only be forced to leave by a court of law. All tenants must be given 4 weeks notice to quit and, if they do not leave, the landlord must apply for a court order.

Any attempt to avoid this procedure is an illegal eviction and may be a criminal offence. A landlord charged with illegally evicting a tenant can only defend the charge if s/he can prove it was reasonable to believe that the tenant no longer lived in the property.

Examples of illegal eviction include:

- locks being changed whilst the tenant(s) is out;
- being physically thrown out;
- being denied access to the property or any part of it.

When you move in

When you move in your landlord must give you:

- A rent book
- A statement of tenancy terms

There is a copy rent book and statement of tenancy terms in your pack and a copy can be downloaded from the Housing Executive's website www.nihe.gov.uk

If your landlord doesn't give you a rent book or statement of tenancy terms you should contact your local district councils Environmental Health Department (Advice and Assistance).

There are a number of things you need to do:

- agree and sign the inventory of furnishings with your landlord or witness (you may wish to take photographs of damaged furniture etc.).
- advise service suppliers for gas, electric and telephone that you are the new tenant and take meter readings
- contact the Housing Executive local office immediately if you are going to claim Housing Benefit or notify them of your change of address if you have a claim at a previous address
- insure your possessions (landlord is responsible for building insurance)
- get familiar with heating systems, electrical appliances and water systems, how they operate and to turn them off in an emergency

Landlord responsibilities

The landlord's main responsibilities include;

- Giving you his name and address or that of his agent
- Providing you with a Statement of Tenancy Terms (if your tenancy started on or after 01 April 2007)
- Giving you a rent book and recording rent payments
- Respecting your right to peace and quiet in your home
- Ensuring gas, electricity and furniture safety requirements are met in the dwelling
- Maintaining the structure and outside of the property
- Giving you at least 48 hours written notice before accessing the property to carry out repairs, except in case of an emergency.
- Following the correct legal procedures if he wants you to leave the property

Tenant Responsibilities

Your main responsibilities include;

- Paying your rent, rates and any other charges on time
- Making your rent book available for recording rent payments
- Generally taking good care of the dwelling keeping it in a clean and tidy condition
- Making good any damage caused by the tenant, members of his family household or any other person lawfully visiting or living in the property
- Keeping the interior of the property in reasonable decorative order
- If you apply for Housing Benefit you must immediately make an application to your local Housing Executive Office and provide all the correct information.
- To comply with the terms of Tenancy Agreement
- Making sure that you, your household family or your visitors do not harass, cause nuisance or annoyance to the occupiers of any neighbouring or adjoining premises

Deposits

Your landlord will most likely ask you for a deposit as security to cover any damage, theft, unpaid bills or rent arrears at the end of the tenancy. The amount of deposit is normally equal to one months rent but make sure you know how much deposit you have to pay before you move in.

The Statement of Tenancy Terms should contain information about the amount and return of your deposit.

Make sure you get a receipt for the deposit.

Your landlord cannot keep your deposit or any part of it because of general 'wear and tear', for example, worn carpets and seat covers are probably a result of wear and tear.

If your landlord refuses to return your deposit, or makes unreasonable deductions from the total amount, you should get advice from a solicitor or Citizens Advice Bureau or Housing Rights Service (see Advice and Assistance).

Inventory of Furniture and Furnishings

An inventory should be given the same importance as the tenancy agreement. Where a tenancy starts after 01 April 2007 an inventory of any furniture and furnishings must be provided by the landlord as part of the Statement of Tenancy Terms. Before you move into your dwelling your landlord should have made a list of all furniture and appliances and noted details of the condition of the property, furniture, fixtures and fittings. Agree the inventory with your landlord.

Make sure you get a copy of the agreed inventory, dated and signed by you and your landlord.

You should consider taking dated photographs of each room so you that if you move furniture you can put back the furniture back to its original location. You will also have photographic evidence of the condition of the furniture and fittings at the start of your tenancy.

A properly drawn-up inventory, agreed between you and your landlord, will help avoid disputes during and at the end of your tenancy, particularly over the return of your deposit.

If you do not get the co-operation of your landlord, it is advisable that you complete your own inventory with an independent witness. Make sure you keep the inventory until you have left the property and your deposit has been returned. There is a copy Inventory of Furnishings in your pack and you can download a copy from the Housing Executives web site www.nihe.gov.uk

Rent Guarantee/ Deposit Schemes

If you are finding it difficult to get a deposit you may wish to consider getting support from a deposit scheme. Rent Deposit and Rent Guarantee Schemes operate in some parts of Northern Ireland. Most schemes have a list of landlords who have properties available for renting. For more information see Further Advice and Contacts.

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.

If there is a dispute over repairing responsibilities you should get advice from Housing Rights Service or Citizens Advice Bureau (see Advice and Assistance)

Repairs

Landlord and tenant repairing responsibilities should be agreed and set out in the tenancy agreement and the Statement of Tenancy Terms. However the landlord is always responsible for gas and electrical appliances and furniture safety. If the statement is not clear on responsibility for repairs the law will impose the following landlord and tenant repairing responsibilities;

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

ADVICE & ASSISTANCE

Housing Executive

District Offices for Housing Benefit and Homelessness

Telephone 0344892900

There is information and advice on Renting Privately, Housing Benefit and Homelessness on the Housing Executives website www.nihe.gov.uk

You can also download the following;

- Model Tenancy Agreement
- Rent Book
- Statement of Tenancy Terms
- Inventory of Furnishings
- Renting a Home in the Private Sector Leaflet
- Tenants Guide to Renting in the Private Sector

Ending a tenancy

If the tenancy is for a fixed term for example 6 months or a year then the tenancy will end on reaching the agreed termination date. The landlord should give the tenant at least 4 weeks written notice of the intention to end the tenancy. If the tenancy continues as a periodic tenancy, for example month to month, the tenancy can be brought to an end by either the landlord or tenant giving the other at least 4 weeks written notice to quit.

Leaving the property

Before you leave the property you should;

- Contact service suppliers and advise them that you are leaving
- Record the meter readings if possible with the landlord
- Advise the local Housing Benefit office that you are changing address
- Arrange to have your mail sent to your new address
- Clean the property
- Contact the landlord for inspection and return of your deposit
- Check the inventory of furnishings with your landlord
- Secure the property
- Return all sets of keys