

## STATEMENT OF TENANCY TERMS

Address of Premises:

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Name of Tenant(s)

Mr.  Mrs.  Ms.

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Mr.  Mrs.  Ms.

Name of Landlord

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Address of Landlord

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Contact phone No.

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Name and address of agent (if any) and a description of services provided on behalf of the landlord.

Address

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Services provided on behalf of Landlord:

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Contact phone No:

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Emergency Contact No:

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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 the correct notice period – see note 5

Rent Payable:

Date Rent due:

Method of payment:

£ \_\_\_\_\_

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	
Amount of Rates Payable (if not included in rent):	£ _____
The amount of any returnable/non returnable deposit:	£ _____
Where is the deposit protected?*	_____
Name of Scheme Administrator	_____
Address	_____
Contact Tel No	_____
Type of scheme	_____
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 to rent and rates (for example, in respect of heating)	
£ _____	Description _____
For repairing obligations of landlord and tenant see Appendix 1.	
Details of any other obligations on landlord or tenant forming part of the tenancy agreement:	
_____	
_____	
Is there an inventory of furniture or furnishings provided under the tenancy, signed by the tenant and landlord?	
<b>Yes/ No</b>	
(If yes, please attach to this Agreement).	
The additional information set out below.	
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**\* Note: From 1 April 2013, any deposit taken in respect of a private tenancy must be protected by the landlord in an approved tenancy deposit scheme by one of the appointed Scheme Administrators.**

## **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 as amended by Article 56 of the Private Tenancies (NI) Order 2006. 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 1 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 landlord must always provide the tenant with a written notice to quit. The following table shows the minimum period of notice which the landlord must give the tenant, depending on the length of the tenancy.

<b>Length of Tenancy</b>	<b>Notice to Quit</b>
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

The Private Tenancies (Coronavirus, Modifications) Act (Northern Ireland) 2020 created an "emergency period", during which landlords must give 12 weeks' notice if they want a tenant to move out. This emergency period has been in effect since May 2020. Before then, tenants were often given just 28 days to move out of a property. The emergency notice period was due to expire on 30 September 2021. A new statutory rule to extend this date to 4 May 2022.

### **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 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 they wish, with the exception of gas appliances and furniture safety which are the responsibility of the landlord. However, where a tenancy commenced after 1 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.

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