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Department for
Commonities

The Private Tenancies Act (Northern Ireland) 2022

A Guide to Sections
1-6 for Tenants
and Landlords



1. Landlord's Notice relating to the granting of a Private Tenancy

(will be referred to as a tenancy information notice for the purposes of this guidance).

1.1. A tenancy information notice is an important document which provides the landlord and tenant with information on their respective rights and responsibilities. It can help to minimise disputes, as information, such as, the rent payable, deposit details, duration of tenancy, responsibility for repairs and notice of termination are given in writing. The notice also provides tenants with the landlord's (and, if appropriate, agent's) contact information.

1.2. The landlord must provide this information to the tenant within 28 days of granting the tenancy and it must be free of charge.

1.3. The Tenancy Information Regulations (Northern Ireland) 2022 (hereafter referred to as The Tenancy Information Regulations) set out the

information and the form of the notices required. A tenancy information notice template to complete is available here: <https://www.communities-ni.gov.uk/publications/private-tenancies-act-northern-ireland-2022-guide-sections-1-6-tenants-and-landlords>

Landlord's Notice relating to the variation of a Private Tenancy

(will be referred to as a notice of variation for the purposes of this guidance)

1.4. The Tenancy Information Regulations require landlords to provide the tenant with a notice of variation if there is any change to the information contained in the original tenancy information notice. The new notice must contain the address of the dwelling-house, the provision to be varied and the new provision. For example, if there is a new

landlord contact number then a notice should be provided.

- 1.5 The landlord must provide a notice of variation within 28 days of any changes made and the notice must be free of charge.

A notice of variation template is available here: <https://www.communities-ni.gov.uk/publications/private-tenancies-act-northern-ireland-2022-guide-sections-1-6-tenants-and-landlords>

2. Notice regarding past matters

- 2.1. For any tenants who would have received notices under previous Article 4¹ of the 2006 Order but did not do so because of its accidental removal from legislation, and who are still in a private tenancy on 1 April 2023 their landlord must provide them with a free notice regarding past matters and any variations.

that landlord is to be regarded as having complied with the legislation. The tenant should be given these notices within 28 days of 1 April 2023 and they must be given free of charge.

- 2.2. However, where a landlord has, between the granting of the tenancy and 1 April 2023, given the tenant a notice that substantially meets the requirements of Sub paragraph 2 of Schedule 1²,

Offences

- 2.3. Any landlord who fails to give the required tenancy information notice or notice of variation within the required 28-day period is guilty of an offence. If a landlord continues to fail to provide either of these notices for more than 14 days after conviction, then they are deemed to have committed a further offence.

¹ <https://www.legislation.gov.uk/nisi/2006/1459/article/4/made>

² <https://www.legislation.gov.uk/nia/2022/20/schedule/1/enacted>

2.4. If the landlord is convicted of an offence, the council can issue a fixed penalty notice, not exceeding £500.

If the landlord is convicted by a court the penalty will be a fine not exceeding level 4 on the standard scale (currently £2,500).

3. Receipts

3.1. It is now a requirement for a landlord to provide a written receipt for any payment made in cash in relation to a tenancy.

3.2. A receipt is a method of documenting cash payments that a tenant pays to a landlord under a tenancy. A receipt is beneficial to both tenants and landlords offering tenants documented proof of cash payments and landlords a record of cash payments. For tenants who pay their rent in cash a rent receipt may be the only written evidence they have of their payments. It is a good idea for both landlords and tenants to save copies of receipts of cash payments for this reason.

3.3. Any written receipt must detail:

- the payment date;
- what the payment was for;
- the amount paid, including:
 - if any amounts remain outstanding, and
 - if the payment was made in full.

3.4. Where a payment of a single sum covers two or more payments, then the receipt must state:

- how these payments are shared out between each payment;
- any amount that remains outstanding on each payment; and
- if no further amount is due.

3.5. The receipt must be provided free of charge and be in a written form, so that both the landlord and tenant are able to keep a copy. Examples could be in the form of a handwritten page from a duplicate receipt book, an email or other electronic method agreed on by both parties.

3.6. A landlord must provide the receipt at the time the payment is made and, where possible, a tenant should only make a cash payment when a written receipt is available. There may be exceptional circumstances that may delay a landlord from providing a written receipt immediately and in such instances tenants and landlords can agree what can be considered as a reasonable timescale for the written receipt.

3.7. In addition to payments between tenants and landlords, a receipt must also be provided for cash payments relating to a tenancy between

persons either who are not yet tenant and landlord (for example, payment of a deposit to secure a tenancy), or who have previously been tenant and landlord (for example, payment of rent arrears made after a tenancy has ended).

Offences

3.8. It is an offence if a landlord or his representative fails to provide a receipt, if the receipt provided does not contain the correct information or if the receipt is not provided as soon as reasonably possible.

3.9. A tenant can complain to their local council if their landlord has not provided a receipt which meets the requirements. The council will decide on any appropriate enforcement action.

3.10. It is worth noting that the legislation makes provision to prosecute the landlord and any agent appointed by the landlord to provide the receipt. In other words, if

there is no agent and there is a breach then the landlord is liable but if there is an agent and there is a breach, then both the landlord and agent are liable. The logic here is that the landlord is ultimately responsible and should be liable where there is a breach of duty but where an agent is appointed and is some way complicit in the landlord's breach then the agent should also be liable.

3.11. If the landlord or their representative is convicted of an offence the council can issue a fixed penalty notice, not exceeding £500. If the landlord is convicted by a court the penalty will be a fine not exceeding level 4 on the standard scale (currently £2,500).

3.12. Fixed penalty notices can be given for all offences:

- failure to provide a receipt

- failure to provide a receipt containing the correct information, and
- not providing a receipt in a reasonable time.

3.13. If after the conviction the landlord's failure to provide a receipt continues for a further 14 days, the landlord is deemed to have committed a further offence. This is an extension version of the offence and does not apply to any agent because once the landlord has had his attention drawn to the default and been convicted of it, responsibility for giving the receipt is with him and not with any agent who previously failed to give the receipt.

3.14. The option of a fixed penalty notice can only be given for the first offence. The only option available for continued offences is summary conviction.

Exceptions for controlled tenancies

3.15. There are exceptions to prosecution where a payment in cash was made in respect of rent in the case of a controlled³ tenancy.

3.16. Landlords of controlled tenancies may have a genuine reason for getting an outstanding amount of rent wrong on a receipt, as it can take some time between a property being inspected, found fit and the Rent Officer confirming that the rent can be increased.

3.17. Where that person is charged with continued failure and the written receipt was given before the 14 day period beginning with the payment of the fixed penalty (including before the fixed penalty was given) the only incorrect information on the receipt relates to the amount of rent outstanding, and the incorrectly stated outstanding amount reflects the difference between the contractual rent and the rent limit (determined by the Rent officer) then it is a defence to prove the landlord believed they had a genuine claim to the difference.

³ <https://www.legislation.gov.uk/nisi/2006/1459/article/40/made>

4. Limit on Tenancy Deposit Amount

- 4.1. A landlord cannot ask for or retain a tenancy deposit that is more than one month's rent.
- 4.2. A tenancy deposit is a payment that a landlord or agent can ask a tenant, or a relevant person (i.e., someone acting on a tenant's behalf) to make. This provides a landlord with security if the tenant causes damage to a property, does not return it in its original condition, does not pay the rent or breaks the terms of a tenancy agreement.
- 4.3. The amount of the deposit required should not be more than the equivalent of one month's rent. Where the rent is payable for periods other than whole months then the deposit will be the amount of 1 day's letting multiplied by 30. (For example, if a weekly rent amount is charged, the deposit should not be more than the weekly rent amount divided by 7 and multiplied by 30.)
- 4.4. If a tenant has agreed to pay a deposit of more than one month's rent after 1 April 2023 and this is not paid, the landlord can only recover the amount equivalent to one month's rent.
- 4.5. If a tenant previously signed or agreed a contract to pay a deposit of more than one month's rent before 1 April 2023, then the landlord can ask for that deposit and the tenant is contractually obliged to pay it.

Offences

4.6. Any landlord or other person who requires a tenancy deposit in excess of 1 month's rent to be paid or retained in connection with a private tenancy (after 1 April 2023) is guilty of an offence under this Order.

4.7. If a landlord has unlawfully requested or retained a tenancy deposit of more than one month's rent, they are

guilty of an offence.

A council can issue a fixed penalty notice or fine for this offence. The amount of the fixed penalty notice will be determined by councils and cannot exceed £500. The fine will not exceed £2500.

4.8. If a landlord is convicted of requiring or retaining a deposit in excess of one month's rent, the court may order the excess to be repaid to the person who paid it.

5. Increase in time for requirements relating to tenancy deposits

- 5.1. The time limit for a deposit to be protected in an approved scheme has changed from 14 days to 28 days and landlords have additional time to provide the prescribed information to the tenant as this has changed from 28 days to 35 days.
- 5.2. Where a landlord receives a tenancy deposit in connection with a private tenancy, the initial requirements of an approved scheme must be complied with by the landlord in relation to the deposit within the period of 28 days beginning with the date on which it is received.
- 5.3. The landlord must also provide the tenant with the required written information within 35 days of the deposit being paid.
- 5.4. Written information must include:
 - a. details of the amount of the deposit protected in an approved scheme and the full tenancy address;
 - b. the landlord or agents' name, address and contact details;
 - c. the name and contact details of the scheme protecting the deposit including how the tenant can let the scheme know about a disagreement over the return of the deposit;
 - d. the reasons why part of, or all of, the deposit might be withheld at the end of the tenancy; and
 - e. what happens when the tenant cannot be contacted at the end of the tenancy.

6. Removal of the 6-month time barrier to prosecution of tenancy deposit offence

- 6.1. An offence is committed where a landlord fails to protect a tenancy deposit or give the prescribed information within the required time.
- 6.2. The Private Tenancies Act (Northern Ireland) 2022 makes the failure to protect a tenancy deposit a continuing offence and removes the 6-month time limit on prosecutions.

This legislation provides that those offences continue to be committed throughout any period during which the failure to protect a deposit, or supply the required information to the tenant, continues. The result of this is that there will be no time barrier on prosecuting a person who fails to comply with the requirements.

If a tenant believes that a landlord has committed any of the offences mentioned above under Sections 1-6 of The Private Tenancies Act (Northern Ireland) 2022 they should contact the Environmental Health Department at their local council.

Available in alternative formats.

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