Housing Rights

**https://www.housingrights.org.uk/housing-advice/private-tenants-rights/certificates-and-paperwork**

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# Certificates and paperwork

This information is for people renting privately in Northern Ireland.

Your landlord is legally required to give you the following certificates and paperwork:

- a tenancy information notice
- an energy performance certificate
- deposit protection information
- a gas safety record (if applicable)
- a fitness certificate (if applicable)

From 1 April 2025, your landlord must also give you an Electrical Installation Condition Report (EICR).

Your landlord should also give you:

- a tenancy agreement
- a signed inventory

If your landlord refuses to give you any legally required documents, contact your local council for help getting the information.

## Tenancy information notice

From 1 April 2023, your landlord must give you a tenancy information notice. This document has essential information about your tenancy including:

- your landlord’s contact details

- the amount of rent you must pay
- your rights and responsibilities as a tenant
- the type of tenancy you have – fixed term or periodic

Your landlord must give you a tenancy information notice within 28 days of granting the tenancy. Granting means the date you agree to the tenancy or sign a tenancy agreement. They cannot charge you for it.

Even if your landlord gives you a tenancy agreement, they must also give you a tenancy information notice. If your landlord does not give you a tenancy information notice, you can report this to your local council. It's an offence not to give a tenant this notice and your landlord could get a fine.

If any information on the tenancy information notice changes, your landlord must give you a 'notice of variation' within 28 days. For example, if your landlord's phone number changes.

However, from 1 April 2025, your landlord must give you at least three months' notice of any increase in the level of rent. They can use a notice of variation to do this.

## Energy performance certificate

Your landlord must give you a valid energy performance certificate (EPC). It has information about how the property uses energy and how it could be more energy efficient.

If the property has a low rating, it costs more to heat. For example, homes without double glazing or insulation cost more to heat. Check the certificate to get an idea of how much you'll need to pay for energy.

## Signed inventory

An inventory is a written record of the condition of the property before you move in. Your landlord should give you the inventory before you move in.

The inventory can protect you if the landlord tries to blame you for damage that was there before you moved in.

Before you sign the inventory, you should:

- check it carefully and make sure it describes the property correctly
- check the property and take photographs of any damage you see
- ask the landlord to add anything you found to the inventory
- sign and date the inventory when it is updated and correct

When you move out, you'll use the same inventory to check the property again. If you damaged the property, the landlord could keep some, or all, of your deposit.

## Deposit protection information

Your landlord must:

- protect your deposit with a deposit protection scheme
- give you information about the deposit protection scheme they used

It's important to get the details of where your landlord protected your deposit. You should use the scheme's dispute resolution mechanism if you disagree with your landlord on how much of your deposit you should get back.

Your landlord must protect your deposit with one of the following companies:

- My Deposits Northern Ireland
- Tenancy Deposit Scheme (TDS) Northern Ireland

Your tenancy agreement and tenancy information notice include what scheme your landlord is using. They should also explain what to do if you disagree with your landlord's decision to keep some, or all, of your deposit.

To dispute your landlord's decision, make sure you have the deposit account number. You can find these on your deposit protection certificate.

Your landlord does not have to protect your deposit if you paid it before April 2013.

### Deposit protection in joint tenancies

If you have a joint tenancy, you need to decide who will be the 'lead tenant' for the deposit. The deposit is protected as one lump sum. You or the landlord should choose who is the point of contact for the deposit.

Your landlord can decide to give back different amounts to each tenant at the end of the tenancy. For example, if one tenant damaged their room, but the rest of the property is in good condition, your landlord can withhold some of their

deposit.

## Gas safety record

Your landlord is legally required to get their gas appliances inspected every year by a Gas Safe registered engineer.

Your landlord must give you a valid gas safety record within 28 days of your tenancy starting. Health and Safety Executive for Northern Ireland can prosecute landlords who do not meet gas safety standards.

### Oil heating systems

The landlord is responsible for maintaining the heating system. This includes oil-fired heating systems.

Currently, there is no legal requirement for a landlord to have an oil boiler serviced on a regular basis. However, the Health and Safety Executive NI recommends that an oil boiler should be:

- serviced according to the manufacturer's instructions and
- at least annually

The boiler should be serviced by an OFTEC registered engineer.

## Certificate of fitness

Some older rental properties must have a certificate of fitness to prove they meet basic fitness and safety standards.

A rental property usually needs a fitness certificate if it:

- was built before 1945, and
- is not a house in multiple occupation (HMO)

If the property you’re renting needs a fitness certificate and you’re not sure whether it has one, talk to your landlord or contact the environment health department in your local council.

# Tenancy agreement

Before you move into a private rental, you should sign a tenancy agreement. Your tenancy agreement has all the rules (known as ‘terms’) you need to follow while living in the property.

It’s not legally required, but it’s a good idea. It helps you and your landlord understand your rights and responsibilities.

Read your tenancy agreement carefully and make sure you understand it before you sign. Once you sign, it’s a legally binding contract. Our advisers can help you if you’re not sure about terms in an agreement.

A tenancy agreement usually includes:

- how long you can live in the property – also called the ‘term’ of the tenancy
- how much notice you must give before you leave
- who to contact for repairs
- what your deposit can be used for and when you’ll get it back
- your rent, what it includes (for example, rates) and how to pay
- your responsibilities for repairs, cleaning and upkeep
- restrictions on your tenancy – for example, if you can you sublet
- your responsibility for other people in your property – called ‘joint and several’ liability
- if you can end the tenancy early – called a ‘break clause’

You can refer to the tenancy agreement if you think your landlord treated you unfairly. If your landlord thinks that you broke the agreement, they can take you to court or evict you.

## Signed tenancy agreement

When you sign a tenancy agreement you must stick to the agreement for the entire length of the contract. Your landlord cannot ask you to leave until the term is finished unless you break the contract.

## No tenancy agreement

Not all tenants have a written contract. You still have some basic rights even if you do not have a written tenancy agreement.

If you do not have a tenancy agreement:

- your tenancy is for six months
- you and the landlord have certain responsibilities, called ‘default obligations’
- your tenancy lasts for the period you pay rent (usually one month)
- your landlord can increase the rent. However, from 1 April 2025 they can only increase the rent every 12 months

You still have a right to:

- deposit protection
- a tenancy information notice
- not be harassed by your landlord
- enough written notice to quit, depending on how long you lived there

Speak to our advisers if you do not have a tenancy agreement and you have a problem with your landlord.

## Check for unfair terms in your tenancy agreement

All the terms in your agreement need to be fair. If they are not, your landlord cannot enforce them. Speak to our advisers if your agreement started before October 2015, as the rules are different.

Your tenancy agreement must:

- use language you can read and understand
- not hide information in small print

A term in the agreement is unfair if:

- it takes away your rights
- gives your landlord an advantage

Examples of unfair terms are if your landlord can:

- charge very high fees if you do not pay rent
- charge you for things that are their responsibility
- end the agreement early, but you cannot

You can negotiate the terms of your agreement before signing. Do not sign until you understand every term. Get advice from Consumerline if you think some of the terms in your contract are unfair.

# Landlord registration information

Your landlord must register with the Landlord Registration Scheme. You can check if your landlord is registered by searching the register using their name or the rental property address.

# Landlord withholds certificates and paperwork

If your landlord does not give you legally required certificates and paperwork, contact your local council. Their environmental health department is responsible for enforcing the laws that cover private rentals.

Environmental health can ask your landlord to give you the information by a certain date and take them to court or fine them if they do not.

# Smoke, heat and carbon monoxide alarms

The law has changed for smoke, heat and carbon monoxide alarms in private rentals in Northern Ireland.

These new regulations mean that landlords must install and keep in working order smoke, heat and carbon monoxide alarms in all properties they rent out to tenants.

They must do this by:

1 September 2024 for all new private tenancies granted on or after this date

1 December 2024 for existing tenancies granted before 1 September

**Your landlord’s responsibilities**

The new regulations mean that your landlord must ensure that they install a smoke alarm in:

- the room most frequently used by occupants for example the main living room
- every circulation space (hall, stairs, landing) on each floor

If fitting a smoke alarm would not be practical due to being too close to an open fireplace, then your landlord may fit a heat alarm instead.

If the main living room is an open-plan living room/kitchen area, your landlord may install a heat alarm instead of a smoke alarm, provided the heat alarm is installed in a position no more than 7.5 metres from any point in the room.

Your landlord must install a carbon monoxide alarm in:

- any room or circulation space which contains a fixed appliance (excluding gas cookers /gas ovens) where any fuel is burnt (e.g. boiler, fire, heater, stove)
- any room a flue from a fixed appliance or a chimney from an in use fireplace passes through

Your landlord must install a heat alarm in:

- Your kitchen

Your landlord must repair or replace any alarms in the property that become faulty. All alarms installed in the property must be marked or referenced as British Standard compliant.

Your landlord must replace all alarms before the manufacturer’s specified date of expiry.

You should tell your landlord as soon as possible if any alarms become faulty

**Requirements for alarms**

**Your landlord must ensure that:**

- smoke and heat alarms are installed and maintained in accordance with the British Standard and ensure that they are interlinked
- carbon monoxide alarms are installed and maintained in accordance with the British Standard but do not need to be interlinked.
- installed alarms are either hard-wired or battery sealed, or a combination of both. Note that if an alarm is hard-wired but has a back-up battery to account for power cuts, the back-up battery does not need to be sealed.

**British Standards**

Below are links for help with the British Standards

**Smoke and Heat Alarms**

**Carbon Monoxide Alarms**

# Electrical installation safety

From 1 April 2025,  your landlord must ensure that the hardwired electrical installations in your home are safe to use. The landlord must get an electrician to inspect them at least every five years.

There are separate rules for electrical safety in houses in multiple occupation.

Your landlord is responsible, even if they use an agent to manage the property.

The new rules apply:

- on 1 April 2025, for all new private tenancies granted on or after this date
- on 1 December 2025, for existing tenancies granted before 1 April 2025

This means that, as of 1 December 2025, all private tenancies must meet this new standard.

The local council may prosecute or fine a landlord if they fail to comply.

**What is a hardwired electrical installation?**

The inspection only relates to hardwired electrical installations, such as:

- fuse boxes
- switches
- sockets
- light fittings
- any visible wiring
- any parts of the property where there is electrical equipment (for example, a loft that has a supply of renewable energy)

The electrician must also look at any fixed electrical equipment. For example:

- hardwired smoke and fire detectors
- electric showers and over/under-sink water heaters
- fixed electrical heating equipment, such as storage or panel heaters
- boilers and other heat-producing equipment

Plugged-in appliances, such as cookers, fridges, and TVs, are not considered as part of the inspection. You are responsible for ensuring that your own plugged-in appliances are safe to use.

After the inspection, the electrician will produce an Electrical Installation Condition Report (EICR), which will explain the results and whether the landlord needs to do any work to improve safety.

**Landlord responsibilities**

The landlord must:

- carry out any required repairs within 28 days or sooner if needed
- provide an existing tenant with a copy of the report within 28 days of the inspection
- provide someone who is about to become a tenant with a copy of the report before they move in
- provide someone thinking of becoming a tenant with a copy of the report within 28 days if requested
- provide the local council with a copy of the report within 7 days if requested

**Your responsibilities**

It is in your interest to allow the electrician access to your home so that they can carry out the inspection. You should also allow access if essential repairs are needed to make the electrics safe.

Your landlord should not ask you for any money towards the cost of the inspection or repairs.

If you discover a problem with the electrical installations, you should let your landlord know as soon as possible.

If you have reported a fault to your landlord and they fail to fix the problem, you can contact your local council, which may be able to help.

# More advice

- Tenancy rights
- Deposits, rent and fees
- Ending a private tenancy