Housing Rights

https://www.housingrights.org.uk/landlords/preparing-rent/tenancy-agreement

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Tenancy agreement

This information is for private landlords of properties in Northern Ireland.

If you are a tenant, you can find advice here.

If you are a landlord or letting agent in Northern Ireland seeking advice, you can:

- send a message to Landlord Advice, or
- call 028 90 245 640 (Option 1)

Landlords and estate agents who manage properties in Northern Ireland may contact our Landlord Advice service. You can receive free, confidential advice on private tenancies.

Landlords and tenants have certain legal rights and responsibilities.

The law does not say you have to give your tenant a written tenancy agreement. But it is usually a good idea to have one to:

- let everyone know their rights and responsibilities
- which in turn can help to avoid disputes

The Department for Communities has provided a free tenancy agreement template. This can be used for tenancies in Northern Ireland.

Whilst there is no legal obligation to provide a tenancy agreement, you must provide a tenancy information notice. The notice:

- contains essential information about the tenancy
- must be given to the tenant within 28 days of the tenancy beginning

- must be supplied by you. even if you have already given the tenant a tenancy agreement

Your tenancy will be either:

- fixed term, or
- periodic

Fixed term tenancy

A fixed term tenancy has a clear start and end date. These dates must be in the tenancy agreement and the tenancy information notice.

If no end date is stated or agreed on, the tenancy will have a fixed term of six months

After the fixed term ends, either:

- the tenancy will be periodic, or
- you may sign a new tenancy agreement, with a new fixed term

Periodic tenancy

A periodic tenancy happens when:

- a fixed term has ended, and
- no new fixed term or new tenancy agreement has been agreed

Sometimes this can be called a 'rolling' tenancy or being 'out of contract.'

A periodic tenancy has no end date. It will instead continue on a month-to-month or week-to-week basis, in line with how often rent is paid.

What was agreed in the previous tenancy agreement will still apply even if it is now a periodic tenancy.

The tenancy will continue until you or your tenant wishes to end it. You must both follow the correct process to end the tenancy.

Unfair terms

Your tenancy agreement must be fair and in line with the Consumer Rights Act 2015. A tenancy agreement made before October 2015 must comply with earlier legislation.

A tenancy agreement is unfair if it:

- creates an imbalance between the rights and responsibilities of landlord and tenant, and
- this puts the tenant at a disadvantage

An unfair term is not enforceable, and you cannot rely on it to take legal action.

Examples of unfair terms include terms which:

- take away the tenant's basic rights
- impose excessive charges for late or unpaid rent
- make the tenant pay or be responsible for repairs that are your responsibility
- allow you to decide if the tenant is in breach of the agreement
- oblige the tenant to leave the property in a better condition than when they moved in
- lets you access the property without giving reasonable notice

Default terms and obligations

The law applies certain default terms if there is no tenancy agreement or if it is not detailed.

Unless the tenancy agreement says otherwise, the tenant must:

- ensure to pay rent and rates
- keep the premises in good condition
- vacate the property at the end of the lease

Unless the tenancy agreement says otherwise, the landlord must:

- not stop the tenant from living in and enjoying the property
- ensure that a furnished property is habitable
- maintain the property
- charge fair and reasonable fees for services

You and your tenant are free to agree on terms in the agreement:

- whatever is in the contract will take precedence over a default term

- this is the case unless a term is unfair
- an unfair term happens if the terms limit or take away the tenant's basic rights

Essential information

Your tenancy agreement should include the following:

- rental property address
- names and contact details for tenant(s), landlord and estate agent
- term of the tenancy (periodic or fixed-term)
- tenancy start and end date
- amount of notice needed to end the tenancy (must not be less than the legal minimum)
- rent and rates payable, including dates and payment method
- any other payments, such as utility bills
- landlord repair obligations
- deposit amount and what deductions can be made

Additional terms

You should also consider including terms that:

- set out your rights to enter the property and the notice you'll give
- explain liability for unpaid rent or damage caused by tenants or their guests
- have a procedure for setting up property viewings at the end of the contract
- prohibit commercial or illegal activity on the property
- outline any restrictions on smoking, keeping pets or sub-letting
- explain what happens if the property becomes uninhabitable

Accessible tenancy agreements

Once a tenancy agreement is signed, it becomes a legally binding contract. This means it is important that the tenants can understand it fully.

You can make the agreement easier to understand by:

- using plain English without complicated legal language
- having an audio version for tenants with poor literacy or a visual impairment
- translating the agreement for tenants who read or speak limited English

The tenants can also contact our housing advice line if they want to check something.

You should be careful that you do not discriminate against tenants. The Equality Commission NI have produced guidance on selling, letting or managing premises.

More than one tenant

If you have more than one tenant in the same property, you can either:

- have one tenancy agreement between you and the group. This is called a joint tenancy, or
- separate tenancy agreements with each tenant. This can often happen in houses in multiple occupation (HMO) properties.

Joint tenancies

A joint tenancy occurs when more than one tenant is named on the same tenancy agreement.

Often, the tenancy agreement will say the tenants are ‘jointly and severally liable’. This means that you can pursue any of the tenants for financial losses. For example, rent arrears or property damage.

Sometimes the tenancy agreement will not make all tenants liable for financial losses. Check the tenancy agreement for this.

Joint tenancies can be tricky if one tenant chooses to end their tenancy early.

If one tenant leaves and a new person moves in, you should:

- ask the outgoing and incoming tenants to give up, or ‘surrender’, the old tenancy
- set up a new joint tenancy with the remaining and incoming tenants
- end the protection on the old deposit
- protect the deposit again with the details of the new tenancy

The process is easier if there are separate tenancy agreements for each tenant.

Our mediation service can help to resolve disputes in tenancies.

Make sure that the tenancy agreement says that if someone leaves, you can add a new person to the tenancy.

Be careful when letting a new tenant move in. Check that the property will not be an unlicensed house in multiple occupation (HMO). There can be a large fine for this, and you can be prosecuted.

More advice

- Tenancy paperwork
- Setting up a tenancy