

STATUTORY INSTRUMENTS

**1978 No. 1050**

**Rent (Northern Ireland) Order 1978**

**PART VIII**

**PREMIUMS, ETC.**

**Prohibition of premiums and loans on [<sup>F1</sup>renewal] , etc. of protected tenancies**

**49.**—(1) Any person who, as a condition of the <sup>F2</sup> . . . renewal or continuance of a protected tenancy, requires, in addition to the rent, the payment of any premium or the making of any loan (whether secured or unsecured) shall be guilty of an offence under this Article.

(2) Any person who, in connection with the <sup>F3</sup> . . . renewal or continuance of a protected tenancy, receives any premium, or any loan, in addition to the rent, shall be guilty of an offence under this Article.

(3) A person guilty of an offence under this Article shall be liable to a fine not exceeding £1,000.

(4) The court by which a person is convicted of an offence under the provisions of this Article relating to requiring or receiving any premium may order the amount of the premium to be repaid to the person by whom it was paid.

- F1** Word in the heading of art. 49 substituted (1.4.2007) by [Private Tenancies \(Northern Ireland\) Order 2006 \(S.I. 2006/1459 \(N.I. 10\)\)](#), arts. 1(3), 74, [Sch. 4 para. 4\(a\)](#); S.R. 2006/428, [art. 3\(b\)\(c\)](#)
- F2** Word in art. 49(1) repealed (1.4.2007) by [Private Tenancies \(Northern Ireland\) Order 2006 \(S.I. 2006/1459 \(N.I. 10\)\)](#), arts. 1(3), 74, 75, [Sch. 4 para. 4\(b\)](#), [Sch. 5](#); S.R. 2006/428, [art. 3\(b\)\(c\)](#)
- F3** Word in art. 49(2) repealed (1.4.2007) by [Private Tenancies \(Northern Ireland\) Order 2006 \(S.I. 2006/1459 \(N.I. 10\)\)](#), arts. 1(3), 74, 75, [Sch. 4 para. 4\(b\)](#), [Sch. 5](#); S.R. 2006/428, [art. 3\(b\)\(c\)](#)

**Prohibition of premiums and loans on assignment of protected tenancies**

**50.** <sup>F4</sup> .....

- F4** [Art. 50](#) repealed (1.4.2007) by [Private Tenancies \(Northern Ireland\) Order 2006 \(S.I. 2006/1459 \(N.I. 10\)\)](#), arts. 1(3), 75, [Sch. 5](#); S.R. 2006/428, [art. 3\(b\)\(c\)](#)

**Excessive price for furniture to be treated as premium**

**51.** Where the purchase of any furniture has been required as a condition of the grant, renewal, continuance or assignment of a protected tenancy then, if the price exceeds the reasonable price of the furniture, the excess shall be treated, for the purposes of this Part, as if it were a premium required to be paid as a condition of the grant, renewal, continuance or assignment of the tenancy.

### **Recovery of premiums and loans unlawfully required or received**

**52.**—(1) Where under any agreement (whether made before or after the commencement of this Order)—

- (a) any premium is paid after that commencement; and
- (b) the whole or any part of that premium could not lawfully be required or received under the preceding provisions of this Part,

the amount of the premium or, as the case may be, so much of it as could not lawfully be required or received, shall be recoverable by the person by whom it was paid.

(2) Nothing in Article 49 or 51 shall invalidate any agreement for the making of a loan or any security issued in pursuance of such an agreement but, notwithstanding anything in the agreement for the loan, any sum lent in circumstances involving a contravention of either of those Articles shall be repayable to the lender on demand.

### **Interpretation of Part VIII**

**53.**—(1) In this Part—

“furniture” includes fittings and other articles;

[<sup>F5</sup>“premium” includes—

- (a) any fine or other like sum;
- (b) any other pecuniary consideration in addition to rent; and
- (c) any sum paid by way of a deposit, other than one which does not exceed one-sixth of the annual rent and is reasonable in relation to the potential liability in respect of which it is paid.]

(2) Nothing in this Part renders any amount recoverable more than once.

<b>F5</b> 1983 NI 15
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**Changes to legislation:**

There are currently no known outstanding effects for the Rent (Northern Ireland) Order 1978, PART VIII.