

## SCHEDULES

### SCHEDULE 4

#### GROUND S FOR POSSESSION OF DWELLING-HOUSES LET ON OR SUBJECT TO PROTECTED OR STATUTORY TENANCIES

#### PART I

#### CASES IN WHICH COURT MAY ORDER POSSESSION

##### *Case 1*

Where any rent lawfully due from the tenant has not been paid, or any obligation of the protected or statutory tenancy which arises under this Order, or—

- (a) in the case of a protected tenancy, any other obligation of the tenancy, in so far as it is consistent with Part III of this Order, or
- (b) in the case of a statutory tenancy, any other obligation of the previous protected tenancy which is applicable to the statutory tenancy,

has been broken or not performed.

[<sup>F1</sup>In paragraphs (a) and (b) above any reference to an obligation of a tenancy does not include an obligation to repair, maintain or carry out works to the dwelling-house comprised in the tenancy, other than an obligation arising by virtue of [<sup>F2</sup>Article 8 of the Private Tenancies (Northern Ireland) Order 2006] .]

**F1** 1992 NI 15

**F2** Words in Sch. 4 Pt. I Case 1 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. 7(2); S.R. 2006/428, art. 3(b)(c)

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##### *Case 2*

Where the tenant or any person residing or lodging with him or any sub-tenant of his—

- (a) has been guilty of conduct which is a nuisance or annoyance to adjoining occupiers; or
- (b) has been convicted of using the dwelling-house or allowing the dwelling-house to be used for immoral or illegal purposes.

**Changes to legislation:** There are currently no known outstanding effects for the Rent (Northern Ireland) Order 1978, PART I. (See end of Document for details)

*Case 3*

Where—

- (a) the condition of the dwelling-house has, in the opinion of the court, deteriorated owing to acts of waste by, or the neglect or default of, the tenant or any person residing or lodging with him or any sub-tenant of his, and
- (b) in the case of any act of waste by, or the neglect or default of, a person lodging with the tenant or a sub-tenant of his, the court is satisfied that the tenant has not, before the making of the order in question, taken such steps as he ought reasonably to have taken for the removal of the lodger or sub-tenant, as the case may be.

*Case 4*

Where—

- (a) the condition of any furniture provided for use under the tenancy has, in the opinion of the court, deteriorated owing to ill-treatment by the tenant or any person residing or lodging with him or any sub-tenant of his, and
- (b) in the case of any ill-treatment by a person lodging with the tenant or a sub-tenant of his the court is satisfied that the tenant has not, before the making of the order in question, taken such steps as he ought reasonably to have taken for the removal of the lodger or sub-tenant, as the case may be.

*Case 5*

Where—

- (a) the tenant has given notice to quit, and
- (b) in consequence of that notice, the landlord has contracted to sell or let the dwelling-house or has taken any other steps as the result of which he would, in the opinion of the court, be seriously prejudiced if he could not obtain possession.

*Case 6*

Where, without the consent of the landlord, the tenant has, at any time after the commencement of this Order, assigned or sub-let the whole of the dwelling-house or sub-let part of the dwelling-house, the remainder being already sub-let.

*Case 7*

Where—

- (a) the dwelling-house is reasonably required by the landlord for occupation as a residence for some person engaged in his whole-time employment, or in the whole-time employment of some tenant from him or with whom, conditional on housing being provided, a contract for such employment has been entered into, and
- (b) the tenant was in the employment of the landlord or a former landlord; and

- (c) the dwelling-house was let to the tenant in consequence of that employment and he has ceased to be in that employment.

#### Case 8

Where the dwelling-house is reasonably required by the landlord for occupation as a residence for—

- (a) himself, or
- (b) any son or daughter of his over the age of 18, or
- (c) his father or mother, or
- (d) if the dwelling-house is let on or subject to a regulated tenancy, the father or mother of his<sup>F3</sup> spouse or civil partner].

and the landlord did not become landlord by purchasing the dwelling-house or any estate therein after the commencement of this Order.

**F3** 2004 c.33

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#### Case 9

Where the court is satisfied that the rent charged by the tenant for any sub-let part of the dwelling-house which is a dwelling-house let on a protected tenancy or subject to a statutory tenancy is or was in excess of the maximum rent for the time being recoverable for that part, having regard to <sup>F4</sup>Chapter III of Part IV of the Private Tenancies (Northern Ireland) Order 2006] .

**F4** Words in Sch. 4 Pt. 1 Case 9 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. 7(3); S.R. 2006/428, art. 3(b)(e)

**F4** Words in Sch. 4 Pt. 1 Case 9 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. 7(3); S.R. 2006/428, art. 3(b)(e)

#### Case 10

Where—

- (a) the dwelling-house is the sole or principal dwelling-house on any agricultural land used for agriculture; and
- (b) the court is satisfied that the landlord intends to sell the land.

For the purposes of this Case “agriculture” has the same meaning as in the Agricultural Wages (Regulation) (Northern Ireland) Order 1977 .

**Changes to legislation:**

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