

PRIVATE TENANCIES (NORTHERN IRELAND) ORDER 2006

S.I. 2006 1459

EXPLANATORY MEMORANDUM

COMMENTARY ON PROVISIONS

Part II Obligations of Landlords and Tenants

This Part requires tenants to be given a written statement of tenancy terms and provides default provisions in relation to the term of the tenancy and repairing obligations of both parties.

Article 4 introduces a requirement for the landlord of a private tenancy to provide the tenant, free of charge, with a written statement of the main terms of the tenancy within 28 days of the granting of the tenancy. Under current law, all tenancy agreements of over one year must be in writing, but a tenancy of one year or less can be agreed verbally. This can lead to difficulties in the event of a dispute between the parties, for example with regard to repairs. The new provision does not alter this basic principle, however the terms of all private tenancies must now also be provided to the tenant in written form. Any alterations to the agreement must also be provided in writing.

Article 5 restates and clarifies the existing requirement with regard to rent books, currently contained in the Rent Order. The landlord is to provide the rent book free of charge to the tenant.

Article 6 introduces the default repairing obligations set out in **Articles 7 to 11**. Landlords and tenants are still free to make whatever arrangement they wish regarding repairing obligations, subject to statutory requirements in relation to furnishings and gas and electrical installations and fittings. However, where there is no tenancy agreement or where any agreement does not clearly establish which of the parties is responsible for repairs, then the Order sets out a division of responsibility. **Article 12** requires the tenant to provide access to the dwelling-house at suitable times and with appropriate notice to allow the landlord or persons authorised by him to inspect the state of repair and to carry out works for which the landlord is responsible.

Article 13 provides a default mechanism in relation to the length of the tenancy. While landlord and tenant are free to determine the length of time for which the tenancy will run, where no term is specified in the tenancy agreement then a tenancy of 6 months duration is deemed to apply. **Article 14** requires a notice to quit to be in writing and the effective date to be no less than four weeks from the date of service.