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STATUTORY INSTRUMENTS

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**2006 No. 1459**

**The Private Tenancies (Northern Ireland) Order 2006**

**PART IV**

**CERTIFICATES OF FITNESS AND RENT CONTROL**

**CHAPTER III**

**TENANCIES SUBJECT TO RENT CONTROL**

*The rent limit*

**The rent limit**

**48.**—(1) The rent recoverable for a rental period of a controlled tenancy of a dwelling-house shall not exceed the rent limit.

(2) Where a rent is registered in the register of rents in respect of a controlled tenancy of a dwelling-house, the rent limit is the registered rent.

(3) Paragraph (4) applies where no rent is registered in respect of a controlled tenancy of a dwelling-house which is a protected tenancy or a statutory tenancy.

(4) The rent limit is the rent which was payable in accordance with the Rent Order immediately before the commencement of this Order.

**Increase of rent**

**49.**—(1) Where the rent for any rental period of a controlled tenancy of a dwelling-house would be less than the rent limit, the amount of the rent may be increased up to the rent limit by a notice of increase served by the landlord on the tenant.

(2) A notice of increase—

(a) shall be in the prescribed form, and

(b) shall specify the date on which the increase is to take effect.

(3) The date specified in the notice of increase shall not be earlier than 4 weeks after service of the notice.

**Rent in excess of rent limit to be irrecoverable by landlord**

**50.**—(1) Notwithstanding anything in any agreement, any amount by which the rent payable in respect of a controlled tenancy of a dwelling-house exceeds the rent limit for that tenancy shall be irrecoverable from the tenant.

(2) Any person who, in any rent book or similar document, makes an entry showing or purporting to show any tenant as being in arrears in respect of any sum on account of rent which is irrecoverable by virtue of this Article, shall be guilty of an offence under this Order, unless he proves that, at the time of the making of the entry, the landlord had a bona fide claim that the sum was recoverable.

(3) If, where any such entry has been made by or on behalf of the landlord, the landlord on being requested by or on behalf of the tenant to do so, refuses or neglects to cause the entry to be deleted within 7 days, the landlord shall be guilty of an offence under this Order, unless he proves that, at the time of the neglect or refusal to cause the entry to be deleted, he had a bona fide claim that the sum was recoverable.

### **Recoupment of sums paid in excess of rent limit**

**51.**—(1) This Article applies where a tenant under a controlled tenancy has paid rent in excess of the rent limit for any rental period under that tenancy.

(2) The tenant shall be entitled to recover from the landlord who received the rent, or his personal representatives, any sum by which the amount paid exceeded the rent limit.

(3) Without prejudice to any other method of recovery, the tenant shall be entitled to recoup that sum by deducting it from any rent payable by him to the landlord.

(4) But no sum may be recouped by a tenant under paragraph (3) at any time after the expiry of 2 years from the date of payment.

### **Recoupment where landlord in default**

**52.**—(1) This Article applies where—

- (a) a rent is registered in the register of rents in respect of a controlled tenancy of a dwelling-house granted on or after the commencement of this Order, but
- (b) the landlord failed within the period mentioned in paragraph (4) of Article 33 to meet any requirement to apply to have the dwelling-house inspected in accordance with paragraph (3) of that Article.

(2) The tenant shall be entitled to recover from the landlord who received the rent, or his personal representatives, any sum by which the rent paid during the period of default exceeded the rent that would have been payable if the rent limit had applied in relation to the tenancy during that period.

(3) In paragraph (2) “the period of default” means the period—

- (a) beginning on the date by which the landlord was required to apply to have the dwelling-house inspected under Article 33(3), and
- (b) ending on the date on which a rent was registered in the register of rents in respect of the tenancy of the dwelling-house.

(4) Without prejudice to any other method of recovery, the tenant shall be entitled to recoup that sum by deducting it from any rent payable by him to the landlord.

(5) But no sum may be recouped by a tenant under paragraph (4) any time after the expiry of 2 years from the date on which a rent is registered in the register of rents in respect of the tenancy.

### **Recoupment of rates, etc. from tenants**

**53.**—(1) Paragraph (2) applies where any rates in respect of a dwelling-house let under a controlled tenancy which is a protected tenancy or a statutory tenancy are borne by the landlord or a superior landlord.

(2) The amount of rates for any rental period which begins after the expiry or termination of a protected tenancy shall be recoverable, without service of any notice of increase, from the tenant in addition to the sums so recoverable apart from this paragraph.

(3) The amount of rates shall be ascertained in accordance with Schedule 3.

(4) Paragraph (2) applies notwithstanding anything in the contract of tenancy.

(5) Where, under a protected or statutory tenancy, the sums payable by the tenant to the landlord include any sums varying according to the cost from time to time of—

- (a) any services provided by the landlord or a superior landlord, or
- (b) any works of maintenance or repair carried out by the landlord or a superior landlord,

the amount to be registered in the register of rents may be an amount variable in accordance with the terms as to the variation.

#### **Amounts attributable to services**

**54.** In order to assist the Executive to give effect to the housing benefit scheme under Part VII of the Social Security Contributions and Benefits (Northern Ireland) Act 1992 (c. 7), where a rent is registered in the register of rents, there shall be entered in the register the amount (if any) of the registered rent which, in the opinion of the rent officer or rent assessment committee, is fairly attributable to the provision of services, except any amount which is negligible in the opinion of the rent officer or, as the case may be, the rent assessment committee.