



Chartered
Institute of
Housing
Northern Ireland

Exceptions to longer 'notice to quit' periods in Northern Ireland

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Glossary of abbreviations

ASB	Anti-social behaviour
BGB	Bürgerliches Gesetzbuch/ German civil code
CIH	Chartered Institute of Housing
DfC	Department for Communities (Northern Ireland)
ECHR	European Convention on Human Rights
NI	Northern Ireland
NTQ	Notice to quit
PRS	Private Rented Sector
PTO	Private Tenancies (Northern Ireland) Order 2006
RLTA	Residential Landlord and Tenant Act (Yukon, Canada)
RTA 1997	Residential Tenancies Act 1997 (Victoria, Australia)
RTA 2004	Residential Tenancies Act 2004 (Ireland)
RTA 2006	Residential Tenancies Act 2006 (Ontario, Canada)
RTB	Residential Tenancies Board (Ireland)
VCAT	Victorian Civil and Administrative Tribunal (Australia)

Executive summary

The Private Tenancies Act (Northern Ireland) 2022 provides that landlords give tenants longer notice periods to end a rolling tenancy. These longer notice periods will only come into effect once regulations on exceptions have been made. The exceptions that the Department for Communities (DfC) are empowered to legislate for are set out below. DfC may by regulations add to this list.

- The tenant is in substantial arrears of rent
- The tenant, or a member of the tenant's household, has engaged in serious anti-social behaviour (ASB) in, or in the locality of, the dwelling-house
- The tenant, or a member of the tenant's household, is convicted of a relevant criminal offence.

This requirement has given rise to this research report from the Chartered Institute of Housing (CIH) for the Department for Communities (DfC), which summarises:

- What existing evidence from outside Northern Ireland (NI) tells us about exceptions to the notice periods that private landlords must provide to tenants to terminate a tenancy
- Views from landlords and tenants in NI, their representative groups and the district councils on exceptions, and views of the general public on termination for ASB specifically
- Our proposals on exceptions for private landlords in NI, considering human rights and equality laws and the implications for both tenants and landlords including more vulnerable groups.

Recommendations for exceptions

The authors do not believe a NTQ extension would be appropriate in the cases outlined below and we provide periods and other arrangements we believe would be appropriate for each exception.

Due consideration should be given to the potential impact of a shorter NTQ for serious ASB and criminal offences on the victims of domestic violence.

Furthermore, it will be important that low-income households including younger and older people who receive a short NTQ period are referred to housing and welfare advice/support.

Reason for notice	Minimum notice required	Comments
Serious ASB including property damage	Two weeks	Definition of 'serious' ASB provided further below.
Substantial rent arrears of two months' unpaid rent	One month	Evidence to be provided with NTQ: A statement of the amount due Additional requirements: The notice should contain a statement that the tenant has the option to prevent termination by settling the outstanding rent, including any additional amount that has become due, by the specified termination date. If the tenant fulfils this requirement on or before the termination date, the notice would be considered invalid.
Relevant criminal offence	Two weeks	Offences resulting from the below to be defined as relevant: <ul style="list-style-type: none"> Using the property for illegal reasons Letting someone else use the property for illegal reasons Criminal damage to the property Violence or the threat of violence Hate behaviour targeting people because of difference Criminal harassment Production or trafficking of illegal drugs.
Repossession for occupation by the landlord's immediate family	Three months	Evidence to be provided with NTQ: A statutory declaration stating the name of the person who will reside in the property, their relationship to the landlord and the planned date of occupation. The declaration should be signed before a person commissioned to administer oaths.

We propose that the below conduct be defined as 'serious' ASB for the purposes of an NTQ exception:

- Using or threatening to use violence
- Creating a risk of significant harm to other lawful residents of the dwelling-house, neighbours or the landlord/agent including their contractors and employees, through:
 - serious threats, intimidation and harassment
 - hate behaviour targeting people because of differences

- Intentionally or recklessly causing serious damage to the dwelling-house, any contents belonging to the landlord (including safety equipment), or property in the locality of the dwelling-house
- Renting out the dwelling-house to a third party without the landlord's authorisation ('subletting')
- Using or threatening to use the dwelling-house or any common area for criminal purposes, including production or trafficking of illegal drugs.

The existing evidence

We reviewed exceptions for landlord-led termination rules in 16 different countries and studied five in depth. We analysed the various approaches, and the notice periods by reason of termination are summarised in the below table. It is important to consider notice periods in the context of the overall legislative framework governing tenancies and their security across different administrations.

	Germany	Victoria, AU	Ontario, CA	Ireland	Wales
Serious ASB, endangering safety or threats/intimidation	Immediately	Immediately - 14 days	10-20 days	Seven days	Immediately
Serious damage	Immediately	Immediately	10-20 days	Seven days	One month
Serious rent arrears	Immediately	14 days	Seven - 14 days	28 days	14 days
Criminal conduct	Immediately	14 days	10-20 days	-	Immediately
Subletting or overcrowding	Immediately	14 days	20 days	90-224 days	One month
Breach of duty under the tenancy	Three to nine months	14 days	14-60 days	28 days	One month
Repair, renovation, reconstruction, demolition or change of use	Three to nine months	60 days	120 days	90-224 days	One month
Occupation by the landlord	Three to nine months	60 days	60 days	90-224 days	Six months
Sale of the property	Three to nine months	60 days	120 days	90-224 days	One to six months

Views of NI stakeholders

There were 616 responses to our stakeholder survey, which sought views on exceptions to notice periods and what they should look like. Most responses were from individual tenants and landlords, but environmental health officers from local councils also responded. There was general agreement among landlords and tenants in supporting shorter notice periods for the below reasons:

- **Serious ASB.** 94 per cent supported shorter notice periods for serious ASB (91 per cent of tenants and 99 per cent of landlords), with a majority of both groups supporting two weeks' notice at most.
- **Serious rent arrears.** 76 per cent supported shorter notice periods for serious rent arrears (53 per cent of tenants and 92 per cent of landlords). People thought serious arrears was a time frame of at least three months' rent with some divergence between tenants and landlords. More than three quarters (76 per cent) of survey respondents supported a notice period of one month at most for serious rent arrears.
- **Relevant criminal offence.** 83 per cent supported shorter notice periods for private tenants who have committed a relevant criminal offence (72 per cent of tenants and 91 per cent of landlords). A large majority of both landlords and tenants supported two weeks' notice at most for offences they deemed relevant.

More than 80 per cent of respondents identified the below as examples of 'serious' ASB:

- Intimidation, harassment, verbal abuse, or use of intimidatory language (including by people congregating in groups)
- Violence/ threat of violence
- Criminal damage (e.g., to buildings, vehicles, bus stops, etc.)
- Hate behaviour targeting people because of differences (e.g., race, religion, political affiliation, disabilities or sexual orientation, etc.)
- Dealing drugs and/or drug abuse.

Public opinion and experience of ASB

We commissioned an opinion poll of the NI public which aimed to understand people's experience and opinions of ASB. This included their views on what constitutes serious ASB, whether private tenants should be evicted for serious ASB, and the appropriate notice period for eviction in such cases.

Overall, 61 per cent of the public indicate that they, a household member, or a neighbour have been a victim of or witnessed ASB in the last five years. Individuals with health problems or disabilities were more likely to experience ASB, and private renters were more likely to witness it. The top impact of ASB was people feeling unsafe in their local area.

79 per cent of the public believe private tenants who commit serious ASB should be evicted, and most people support a notice period of one month at most. People defined 'serious' ASB along similar lines as the stakeholder group.

Introduction

This research report from the Chartered Institute of Housing (CIH) for the Department for Communities (DfC) summarises:

- What existing evidence from outside NI tells us about exceptions to the notice periods that private landlords must provide to tenants to terminate a tenancy
- Views from landlords and tenants in Northern Ireland, their representative groups and the district councils on exceptions, and views of the general public on termination for ASB specifically
- Our proposals on exceptions for private landlords in NI, considering human rights and equality laws and the implications for both tenants and landlords including more vulnerable groups.

The notice period required by landlords and tenants to legally terminate a private tenancy in NI is outlined in Article 14 of the Private Tenancies (Northern Ireland) Order 2006. Originally set at four weeks, the notice period was amended for tenancies lasting longer than five years. This amendment, introduced by the Housing (Amendment) Act (Northern Ireland) 2011, established the below notice periods. The notice must be in writing.

- Four weeks' notice for tenancies up to five years in duration
- Eight weeks' notice for tenancies longer than five years and up to ten years in duration
- 12 weeks' notice for tenancies longer than ten years in duration.

In response to the 2017 Review of the Private Rented Sector (PRS), DfC agreed to increase the notice period that landlords must provide to eight weeks. This change was proposed due to feedback from tenants and stakeholders who believed that four weeks was insufficient time to find alternative accommodation, pack belongings, and relocate to a new property.

These changes were implemented once coronavirus regulations concluded in May 2022. To address the COVID-19 pandemic's impact, the Private Tenancies (Coronavirus Modifications) Regulations (Northern Ireland) 2021 temporarily extended the required notice period from landlords to 12 weeks for all tenancies until 4 May 2022.

Legal advice at the time indicated that a 12-week notice period without exceptions was permissible solely due to the pandemic situation. However, if the period were to be extended beyond 12 weeks, certain exceptions would need to be considered. These exceptions include cases where the landlord needs to reside in the property or instances where the tenant or a household member engages in serious ASB.

Proposed amendments to Article 14, aiming to increase the notice to quit (NTQ) period to either 12 weeks or six months, were seen as potentially susceptible to legal challenges under Article 1 Protocol 1 of the Human Rights Act 1998. Such challenges would argue that the measure interferes with control of use of the property.

In November 2020, the then Minister for Communities expressed the intention to further extend the notice to quit periods given by landlords, considering the possibility of extending it to six months. CIH produced research on behalf of DfC and a consultation on NTQ was carried out, revealing diverse opinions and strong support for exceptions.

This highlighted the need for additional work to develop a comprehensive policy intervention, including stakeholder engagement to address exceptions. The government's response to the NTQ consultation highlighted that longer notice periods for cases of ASB would only add to the already lengthy and complex legal process of tenant removal, causing further complications. Similar concerns were raised regarding rent arrears and the impact on landlords' income stream, especially for those with a limited number of rental properties and financial obligations such as mortgages.

Previous surveys conducted by CIH on NTQ period extensions have demonstrated support for longer notice periods, albeit contingent on the circumstances prompting the notice. Fundamentally it is important to reassure landlords regarding their ability to regain possession of the property within reasonable timeframes in the rare instances when serious issues arise. It is also important to maintain the safety and well-being of other tenants and the surrounding community by allowing swift action to address any criminal or serious ASB that may pose a risk of harm.

The Private Tenancies Act received royal assent on 27 April, and subsequent amendments further extended the notice periods that landlords must give:

- Eight weeks if the tenancy has been in existence for up to 12 months
- Four months if the tenancy has been in existence for more than 12 months and up to three years
- Six months if the tenancy has been in existence for more than three years and up to eight years
- Seven months if the tenancy has been in existence for more than eight years.

However, this Act stipulates that these extended notice periods will only come into effect once regulations on exceptions are established. The exceptions that DfC are empowered to legislate for by regulations are set out below. DfC may by regulations add to this list.

- The tenant is in substantial arrears of rent
- The tenant, or a member of the tenant's household, has engaged in serious ASB in, or in the locality of, the dwelling-house
- The tenant, or a member of the tenant's household, is convicted of a relevant criminal offence.

In the meantime, transitional notice to quit periods for landlords have been implemented since 5 May 2022, as follows:

- Four weeks' notice if the tenant has resided in the property for up to 12 months
- Eight weeks' notice if the tenant has resided in the property for more than 12 months and up to ten years
- 12 weeks' notice if the tenant has resided in the property for more than ten years.

Part one – Exceptions to notice to quit periods: approaches outside Northern Ireland

1.1 Overview

The Private Tenancies Act (NI) 2022 provides that landlords give tenants longer notice periods to end a periodic tenancy. These longer notice periods will only come into effect once regulations on exceptions have been made, which will allow for shorter periods in certain cases.

Countries such as Ireland and Germany follow a similar ‘exceptions’ approach. There are ordinary/statutory notice periods for a landlord to end a tenancy, albeit for prescribed reasons only, with exceptions to those periods or extraordinary routes allowing for shorter notice in cases like fundamental breaches or criminal conduct. Other countries such as Australia and Canada follow a different approach, in providing for specified notice periods varying by reason for termination.

This part analyses both approaches and sets out the applicable notice periods by reason of termination in each country. Only landlord-led terminations are considered – generally when tenants can give notice to end a tenancy, they give shorter notice and/or do not have to provide a reason for doing so.

It is important to recognise that notice periods for terminating private tenancies represent the sharp end of broader processes involved in ending tenancies. These periods operate within legal frameworks that provide varying levels of security for tenants. Therefore, it is essential to consider notice periods in the context of the overall legislative framework governing tenancies and their security in the private rented sector across different administrations.

In considering the international experience, we study two broad categories of examples – countries whose legal systems are similar to NI i.e. the UK and

‘old Commonwealth’ countries; and countries with comparable social economies that are party to the European Convention on Human Rights (ECHR) i.e. European countries.

The following countries in these two categories are considered – the case studies explore some in depth, and in all cases the arrangements are broadly summarised in the Annex table at section 1.7:

UK and ‘old Commonwealth’ countries: Australia, Canada, England, Wales, Ireland, Scotland, New Zealand

European countries: Austria, Belgium, Finland, France, Italy, Germany, Malta, Netherlands, Spain, Sweden, Switzerland

It is useful to consider approaches by countries who are parties to the ECHR like the UK. Interference by the state with the contractual notice period represents ‘control of use’ under Article 1, Protocol 1 of the Convention concerning protection of property. Before the court would conclude that longer statutory notice periods violate the ECHR, it is likely to take account of the exact conditions. For example, in [Spadea and Scalabrino v Italy](#) [1995] ECHR 35, the court took account of the fact that emergency laws postponing possession allowed for exceptions such as for rent arrears or for other reasons where the landlord urgently required possession.

There are commonalities across the five countries we studied in depth, in respect of the types of events that attract the shortest notice periods. These are summarised in the table below. It is important to note that in some cases such as rent arrears, there may be a requirement for a warning period in advance of the notice.

	Germany	Victoria, AU	Ontario, CA	Ireland	Wales
Serious ASB, endangering safety or threats/intimidation	Immediately	Immediately to 14 days	10-20 days	Seven days	Immediately
Serious damage	Immediately	Immediately	10-20 days	Seven days	One month
Serious rent arrears	Immediately	14 days	Seven to 14 days	28 days	14 days
Criminal conduct	Immediately	14 days	10-20 days	-	Immediately
Subletting or overcrowding	Immediately	14 days	20 days	90-224 days	One month
Breach of duty under the tenancy	Three to nine months	14 days	14-60 days	28 days	One month
Repair, renovation, reconstruction, demolition or change of use	Three to nine months	60 days	120 days	90-224 days	One month
Occupation by the landlord	Three to nine months	60 days	60 days	90-224 days	Six months
Sale of the property	Three to nine months	60 days	120 days	90-224 days	One to six months

In some cases, the landlord must provide evidence with the notice of termination, such as a statutory declaration of their intention to sell or planning permission for construction/demolition. Eviction usually requires confirmation by a judicial body – whether a court or a tribunal (the difference between the two varies widely) – and/or tenants have a right of objection.

In countries such as Australia and Canada with federal governments, there are differences between provinces/states/territories; these are broadly summarised in the table at the end of this part and dealt with in more detail in the following case studies.

1.2 Case study: Germany

Introduction

Germany is distinct in that it has a relatively large private rental market of around 40 per cent of households. There are more households renting privately than there are in home ownership, with renting generally seen as a positive alternative. There is a popular view that buying a home is something done later in life, with first-time buyers averaging 40 years of age. The social housing sector is very small.

Private tenants in Germany have considerable stability and assurance in their living arrangements. Tenancies last 11 years on average, compared to NI where most tenancies end within two years.¹ The country affords security to private renters through tenancy agreements that are open ended, and only in limited circumstances may landlords terminate a tenancy and evict tenants with the overall process weighed in the tenant's favour.

At the same time, landlords can terminate tenancies immediately in serious instances in which case tenants are allowed up to two weeks to vacate the property. Often a warning notice is needed but otherwise tenants have no right of objection in these cases.

Given the overall stability for tenants and the ability for landlords to repossess property where things go seriously wrong, it is perhaps not surprising that the theme of security does not feature centrally in German public debates about the private rented sector, which have instead tended to focus on rising rents in recent years.

Landlord's notice of termination

Landlords may agree a termination of tenancy with the tenant², otherwise the landlord must follow one of three broad legal routes to termination which are outlined below. In doing so landlords must prove the reason for termination (otherwise it would be unlawful)³ and the termination must not be an abuse of rights⁴. The notice of termination must be in writing and include information on how the tenant can object to the termination.⁵

¹ Wilson (2022), p.16

² Cornelius (2014), p.93

³ *ibid*, p.92

⁴ *ibid*, p.170

⁵ 568 BGB

- **Ordinary notice of termination**, or ‘notice of termination by the landlord in accordance with usual procedure’, provides for a minimum of between three- and nine-months’ statutory notice depending on the length of the tenancy⁶. This notice applies for the standard indefinite leases⁷, but not to leases involving temporary use, the property being the landlord’s own furnished home, private sector leasing schemes, or hostels for students/young people⁸.
- **Extraordinary notice of termination**, or ‘termination for cause without notice for a compelling reason’, terminates tenancies immediately but allows up to two weeks for the tenant to vacate the property. This notice applies for the standard indefinite leases and to temporary tenancies⁹.
- **Special rights of termination**, which are afforded by prescribed cases in law and provide for three months’ statutory notice, except where the property is the landlord’s own furnished home in which case half a month’s notice applies¹⁰.
 - Sale of the property
 - Demolition and repurposing
 - Subdivision
 - Fundamental refurbishment¹⁴
- The dwelling is one of two in a building with the other inhabited by the landlord - in this case the applicable notice period is extended by three months¹⁵
- The termination involves the lease of non-residential parts of the land in order to re-purpose it as residential or support space.¹⁶

The reason for ‘legitimate interest’ must be stated in the termination notice [573(3) BGB]. If the landlord needs the property for themselves, it must be “based on a reliable plan for the future of the person who wants to move in” and “courts have held that the intention to use the dwelling only for a few months is insufficient”¹⁷. If a landlord can foresee a need to regain the property within the first three years of tenancy commencement for their own use, it is advisable to instead use a qualified fixed-term tenancy, otherwise termination is considered an abuse of rights.¹⁸

A special case exists where a landlord may not terminate a lease using ‘legitimate interest’ within three years of residential space being converted into condominiums under new ownership. This restriction is extended to ten years in prescribed areas where adequate supply of rented properties is jeopardised.¹⁹

Ordinary notices

Length of tenancy	Notice period ¹¹
Less than five years	Three months
Five years to less than eight years	Six months
Eight years or more	Nine months

Landlords may issue an ordinary notice of termination as above where:

- The landlord has a ‘legitimate interest’ in the lease termination, particularly if:¹²
 - o The tenant has culpably and significantly violated their contractual duties
 - o The landlord needs the property as a dwelling for themselves, household members or relatives (i.e. extended family)¹³
 - o The landlord wants to make ‘appropriate economic use’ of the land to their substantial advantage (but not by renting the space to someone else for higher rent), such as through:

Extraordinary notices

Landlords may immediately terminate tenancies where:²⁰

- The property constitutes a significant health hazard
- The tenant ‘permanently disturbs the domestic peace’ to the extent that the tenancy cannot reasonably continue
- There is a ‘compelling reason’ where, all things considered, the tenancy cannot reasonably continue, particularly if the tenant:
 - o Neglects to exercise care and substantially endangers the property

⁶ 573c(1) BGB

⁷ 542(1) BGB

⁸ 549 BGB

⁹ Cornelius (2014), p.93

¹⁰ 573d(2) BGB

¹¹ The notice of termination is permissible at the latest on the third working day of a calendar month with effect for the end of the second month thereafter. This notice period is extended by three months in each case, five and eight years after the residential space has been made available to the tenant for his or her use. [573c(1) BGB]

¹² 573 BGB

¹³ Cornelius (2014) p.166

¹⁴ ibid, p.167

¹⁵ 573a BGB

¹⁶ 573b BGB

¹⁷ Cornelius (2014), p.167

¹⁸ ibid

¹⁹ 577a BGB

²⁰ 543 & 569 BGB

- o Allows a third party to use the property without authorisation
- o Fails to pay the rent, or a significant portion of the rent (greater than one month), on two successive dates (unless the landlord is satisfied, or the tenant is released from the debt)
- o Has two months' worth of rent arrears. The notice of termination for this reason becomes ineffective if, within two months of the pending eviction claim, the landlord is satisfied, or a public authority agrees to satisfy the landlord regarding the rent due (including for the period of occupation after termination of the lease²¹). However, the notice can only become ineffective in this way once within each two-year period [569(3) BGB].
- o Severely insults, threatens, or wilfully reports false offences against the landlord or his employees²²
- o Commits a criminal act²³.

The compelling reason for immediate termination must be stated in the termination notice.²⁴ If the reason consists of violating an obligation under the lease, a landlord must first have issued a warning notice which has failed, or there must have been a reasonable relief period without result. The exceptions to this are:

- (i) In the above cases of rent default/arrears - no warning notice is needed before termination
- (ii) If the notice/warning period obviously shows no chance of success
- (iii) Where immediate termination is justified for other special reasons.²⁵

The landlord must give notice within a reasonable timeframe after knowing the reason for termination²⁶ which can be up to half a year²⁷.

In the above cases of rent default/arrears, tenancies may not be terminated before two months after a rent increase.²⁸ Tenancies may not be terminated in respect of a default arising before the opening of any insolvency proceedings concerning the tenant.²⁹

Special rights of termination

Landlords may also provide three months' statutory notice where:

- No one accedes to the lease on the death of the tenant, in which case the landlord can give notice to the heir(s) within one month of knowing about the death and lack of succession³⁰
- The person acceding to the lease on the death of the tenant constitutes compelling cause³¹
- The property was sold at compulsory auction (i.e. foreclosures and receiverships) but only if the notice is then given on the first permissible date³²
- The tenancy has run for 30 years when the agreement was signed for a longer period³³
- The lease is a usufructuary one³⁴.

Tenant's objection to termination

The tenant may object to the notice of termination and demand that the tenancy continue, if termination would represent unjustifiable hardship for them, their family or a household member.³⁵ The tenant may not object if the reason entitling the landlord to terminate is for cause without notice i.e. extraordinary notice of termination.

Hardship extends to the tenant not being able to secure suitable alternative accommodation.³⁶ Furthermore "advanced age or serious diseases of the tenant are considered as such a hardship to the extent that they would make removal impossible" and, in general "termination will be often meaningless with respect to [vulnerable] tenants, because they can usually prove that termination or vacating would be an unjustifiable hardship"³⁷.

The objection must be in writing and made no later than two months before the date of termination, otherwise the landlord may refuse to continue the tenancy. However, if the notice of termination did not include information on how the tenant can object to the termination, then the tenant may raise their objection at the first hearing in the eviction proceedings. At all times the tenant must provide information without undue delay on the reasons for their objection on demand by the landlord.³⁸

²¹ 546a BGB

²² Cornelius (2014), p.166

²³ ibid

²⁴ 569(4) BGB

²⁵ 543(3) BGB

²⁶ 314(3) BGB

²⁷ Cornelius (2014) p.93

²⁸ 569(3) no. 3 BGB

²⁹ Cornelius (2014), p.169

³⁰ 564 BGB

³¹ 563(4) BGB

³² 57a ZVG

³³ 544 BGB

³⁴ 1056(2) BGB

³⁵ 574 BGB

³⁶ 574(2) BGB

³⁷ Cornelius (2014) pp.168-170

³⁸ 574b BGB

As part of their objection, the tenant may demand that the tenancy continue for as long as is appropriate for the circumstances. If the landlord cannot reasonably be required to continue the tenancy as is, then the tenant may demand continuation with appropriate changes to the terms of the contract. If no agreement is reached, then the tenancy terms and duration are determined by judicial decision. If there is uncertainty around when the termination would stop representing a hardship, it may be specified that the tenancy continue indefinitely³⁹ but the “decided duration usually amounts to between six months and a maximum of three years”⁴⁰. If the tenancy continues for a specified period by agreement or judicial decision, the tenant can only demand further continuation in the case of a material change in circumstances.⁴¹

1.3 Case study: Victoria, Australia

Introduction

The private rented sector in Australia has traditionally been lightly regulated overall, reflecting a liberal market tradition that elevates property ownership while promoting private renting as a choice. Around 27 per cent of households rent privately according to the 2021 census, while two thirds are homeowners and social housing represents 3.6 per cent of households. Against this backdrop of a large sector with more people renting long-term, legal reforms have been variably rolled out across the country in recent years.

Legislation on residential tenancies is made at the state and territory level in Australia. Tenancy agreements are normally for an initial six- or 12-month term, which can be renewed or continue as periodic tenancies. Landlords may terminate a tenancy with the relevant notice (normally outside a fixed term). In the past two years, Queensland and the Australian Capital Territory have joined Victoria and Tasmania in requiring that landlords provide an allowable reason for ending a tenancy.

The public perception of renting and lighter legal security is diverse. For example, middle- and high-income earners can view renting favourably where its security is of little concern. For some, the low commitment, and the ease of leaving a property is viewed positively. On the other hand, low-income tenants can live with a constant sense of insecurity and face challenges due to affordability concerns.⁴²

Across Australia, “the notice period depends on the reason for the repossession, and whether the existing arrangement is an expiring fixed-term tenancy or periodic arrangement.”⁴³ Examples are:

- A ‘no grounds’ repossession (in New South Wales, South Australia, Western Australia and the Northern Territory) requiring that the landlord give written notice of between 14 and 90 days depending on the jurisdiction
- Where a property is under a periodic tenancy and is being sold, the notice period is generally 30-60 days
- Two weeks’ notice is generally required for a breach of tenancy conditions.

One example of tenancy law reform – and the focus of this case study – is the Residential Tenancies Amendment Act 2018 (“the Act”) in the state of Victoria, which commenced on 29 March 2021. Minister for consumer affairs Marlene Kairouz [stated](#) that the reforms were “framed around the reality that a growing proportion of Victorians are priced out of home ownership and likely to rent for longer periods of time. There is, consequently, a need to rebalance the market through additional protections for a highly diverse population of renters.”

Part of the Victorian reform was to bring an end to ‘no grounds’ repossessions in most cases. Notice periods for permissible repossessions vary according to the reason for termination.

Landlord’s notice of termination – state of Victoria

Tenancy contracts can be ended by agreement, otherwise landlords in Victoria must generally provide notice to vacate for prescribed reasons. ‘No grounds’ repossessions cannot be made in most cases, although they can still happen at the end of a tenancy’s first fixed term.

Agreements are deemed to end of their own accord if the tenant has vacated the property with the landlord’s consent⁴⁴, or if the tenant abandons the property⁴⁵. In the case of death of a sole tenant under the agreement, the landlord may give notice to the next of kin/ legal representative or obtain a termination order from the Tribunal (the termination date may precede the end of any fixed term).⁴⁶

³⁹574a BGB

⁴⁰Cornelius (2014), p.170

⁴¹574c(1) BGB

⁴²Morris (2021), pp.149, 152

⁴³Perry (2021), p.13

⁴⁴91D RTA 1997

⁴⁵91F RTA 1997

⁴⁶91N RTA 1997

A notice to vacate must be [served in the prescribed form](#), which includes the termination date, the reason(s) for giving the notice, and in some cases must include documentary evidence. The notice must be addressed to the tenant and signed by the landlord/agent.⁴⁷ It can also be withdrawn through a written notice of withdrawal.⁴⁸

If the owner of the property is not the landlord/agent, the owner may also give the tenant notice to vacate for all the reasons below (except the reason involving the property as the landlord's previous principal place of residence).⁴⁹ A mortgagee in new possession of a tenanted property may give 60 days' notice to vacate.⁵⁰

Fixed-term tenancies - 'no grounds' and landlord's residence

A landlord may terminate an initial fixed-term contract by giving the appropriate notice period that varies according to the agreement length:

- For fixed-term contracts of less than six months, a minimum of 60 days' notice is required, specifying a termination date on or after the end date of initial term⁵¹
- For contracts of six months or more, a minimum of 90 days' notice is required, except agreements of more than five years where a prescribed notice period may instead apply.⁵²

Notice cannot be given for this reason if it would constitute a retaliatory eviction i.e. in response to a tenant exercising their rights under the Act.⁵³ A Tribunal application challenging the validity of this notice must be made within 21 days of the notice being given on contracts of less than six months, or 28 days for contracts of six months or more.⁵⁴

There is a special case where landlords may end a fixed-term agreement with 14 days' notice where the property is the landlord's previous principal place of residence (provided there have been no more than two tenancy agreements since it was their residence). However, the tenancy agreement must explicitly state that this residence case applies to the property. The notice must specify a termination date on or after the end date of initial term.⁵⁵

Immediate notice of termination

Landlords may immediately terminate tenancies (fixed-term and periodic) where:

- The tenant or their visitor intentionally or recklessly causes serious damage to the premises (including safety equipment) whether by act or omission⁵⁶
- The tenant or their visitor endangers the safety of neighbours, or the landlord/agent including their contractors/employees, whether by act or omission⁵⁷
- The property is unfit for human habitation or has been destroyed totally or to such an extent it is unsafe⁵⁸.

14 days' notice of termination

Landlords may provide 14 days' notice of termination (for fixed-term and periodic tenancies) where the tenant:

- Has seriously threatened or intimidated the landlord/agent including their contractors/employees.⁵⁹ This applies for all occupiers of the rented premises. Notice cannot be given for this reason if it would constitute a retaliatory eviction i.e. in response to a tenant exercising their rights under the Act⁶⁰
- Owes at least 14 days' rent. However, if on the first four occasions in a 12-month period the tenant pays the unpaid rent on or before the termination date, the notice has no effect. The landlord may apply to the Tribunal for a possession order. The Tribunal has the power to place the tenant on a payment plan and adjourn the application for possession⁶¹
- Does not comply with terms relating to the tenancy deposit payment⁶²

⁴⁷91ZZO RTA 1997

⁴⁸91ZZQ RTA 1997

⁴⁹91ZZJ(1a) RTA 1997

⁵⁰91ZZK RTA 1997

⁵¹91ZZD RTA 1997

⁵²91ZZD & 91ZZDA RTA 1997

⁵³91ZZI(4) RTA 1997

⁵⁴91ZZI(5) RTA 1997

⁵⁵91ZW RTA 1997

⁵⁶91ZI RTA 1997

⁵⁷91ZJ RTA 1997

⁵⁸91ZL RTA 1997

⁵⁹91ZK RTA 1997

⁶⁰91ZZI(3) RTA 1997

⁶¹91ZM RTA 1997

⁶²91ZN RTA 1997

- Fails to comply with a Tribunal order relating to certain breaches of duty⁶³
- Has already received two breach of duty notices and has committed a third breach⁶⁴
- Uses the premises for any purpose that is illegal at common law or under an Act⁶⁵
- Permits a child under 16 to live in the property if the tenancy agreement forbids it⁶⁶
- Sub-lets the property⁶⁷.

28 days' notice of termination

A landlord may terminate a tenancy (fixed-term and periodic) with 28 days' notice if a tenant has, after 14 days, failed to comply with a tribunal order excluding a pet from the property.⁶⁸

60 days' notice of termination

Landlords may provide 60 days' notice of termination (for periodic tenancies only) for the reasons outlined below. This notice of termination has no effect if it is given during a fixed-term tenancy; essentially, notice may only be given to end a fixed-term tenancy early for the fundamental breaches outlined above. A notice also has no effect when given for the below reasons if it would constitute direct discrimination.

- Repair, renovation, reconstruction or demolition of the premises (immediately after tenancy termination) where the landlord has all necessary permits/consents and the work (excluding demolition) cannot be properly carried out without vacant possession⁶⁹

- Change of use of the premises (immediately after termination) to a business or for another non-residential purpose⁷⁰
- Occupation by the landlord's immediate family or dependent household member⁷¹
- Sale of the property (immediately after termination) with vacant possession⁷²
- Public use (immediately after termination) following a compulsory purchase⁷³.

Where notice has been given in the cases of sale, demolition, change of use, or repossession for the landlord's use, it is an offence to let the property again within six months of the date on which the notice was given. The exceptions to this are if the property is let to the landlord's immediate family or dependent household member, or if the tribunal determines the property may otherwise be let.⁷⁴

Landlords to include documentary evidence with notice to vacate

For the below cases, landlords must include evidence along with the notice to vacate.⁷⁵ The Act empowers the Director of Consumer Affairs Victoria to approve evidence which supports the reason for giving notice⁷⁶ and the requirements are published as below on their website⁷⁷.

⁶³91ZO RTA 1997

⁶⁴91ZP RTA 1997

⁶⁵91ZQ RTA 1997

⁶⁶91ZT RTA 1997

⁶⁷91ZV RTA 1997

⁶⁸91ZZG RTA 1997

⁶⁹91ZX & 91ZY RTA 1997

⁷⁰91ZZ RTA 1997

⁷¹91ZZA RTA 1997

⁷²91ZZB RTA 1997

⁷³91ZZC RTA 1997

⁷⁴91ZZH RTA 1997

⁷⁵91ZZO RTA 1997

⁷⁶486(a) RTA 1997

⁷⁷<https://www.consumer.vic.gov.au/ntv>

Reason for notice to vacate at the end of a rental agreement	Evidence requirements
<p>The rental provider is planning to move in at the end of the fixed-term rental agreement. If this is the case, it must have been listed in the 'additional terms' section of the rental agreement. If you are giving a notice to vacate for this reason, you must include evidence with the notice to vacate.</p>	<p>Both of the following:</p> <ul style="list-style-type: none"> • The rental agreement (section 91ZW requires that this must be stated in the rental agreement) • A witnessed Statutory Declaration signed by the rental provider, confirming the date they intend to resume occupancy.
<p>Reconstruction, repairs or renovations are planned and cannot go ahead unless the renter vacates. All necessary permits have been obtained. If you are giving a notice to vacate for this reason you must include evidence with the notice to vacate.</p>	<p>Both of the following:</p> <ul style="list-style-type: none"> • Photographic proof that repairs are required • Contract with, or quotation from, a suitably qualified tradesperson for carrying out planned repairs, stating: <ul style="list-style-type: none"> o The nature of the repairs required o The reasons why the premises need to be vacated by the renter in order to carry out the repairs o An estimate of the length of time it will take to complete the repairs. <p>Or the following:</p> <ul style="list-style-type: none"> • Building permit for repairs or renovation.
<p>The rental property is going to be demolished and all necessary permits have been obtained. If you are giving a notice to vacate for this reason you must include evidence with the notice to vacate.</p> <p>Note: If a notice to vacate is issued for this reason, the rental provider must not re-let the premises to a person for use primarily as a residence before the end of six months after the date on which notice was given, unless approved by VCAT.</p>	<p>Both of the following:</p> <ul style="list-style-type: none"> • Building permit for demolition • Contract with a suitably qualified Builder-demolisher, stating the date that demolition will occur.
<p>The rental provider wants to do something else with the property (for example, use it for a business). If you are giving a notice to vacate for this reason you must include evidence with the notice to vacate.</p>	<p>The following:</p> <ul style="list-style-type: none"> • A witnessed Statutory Declaration of intention to use the premises for business purposes, including details of the particular business and stating that the premises will not be re-let as a residence before the end of six months after the date the notice was given. <p>And one or more of the following:</p> <ul style="list-style-type: none"> • The ABN of the business • Business registration or license • Council planning permit.

Reason for notice to vacate at the end of a rental agreement	Evidence requirements
<p>The rental provider, a member of their immediate family (including parents and parents-in-law) or a dependent (who normally lives with the rental provider) will be moving in. If you are giving a notice to vacate for this reason you must include evidence with the notice to vacate.</p>	<p>A witnessed Statutory Declaration signed by the rental provider, stating either:</p> <ul style="list-style-type: none"> • They intend to reside in the rented premises • The name of the person who will occupy the rented premises, their relationship to the rental provider, and declaring whether the person is a dependent • That the rental provider understands that they must not re-let the premises to any person (other than the person named to be moving in to the rented premises in the statutory declaration) for use primarily as a residence before the end of six months after the date on which notice was given, unless approved by VCAT.
<p>The property is to be sold or put up for sale, and vacated immediately after the rental agreement ends. If you are giving a notice to vacate for this reason you must include evidence with the notice to vacate.</p> <p>Note: The rental provider cannot shorten the length of the rental agreement to give a notice to vacate for this reason.</p> <p>In addition, if a notice to vacate is issued for this reason, the rental provider must not re-let the premises to a person for use primarily as a residence before the end of 6 months after the date on which notice was given, unless approved by VCAT.</p>	<p>One of the following:</p> <ul style="list-style-type: none"> • Contract of sale, signed by the vendor and purchaser and dated • Contract of engagement/authority to sell with a licensed estate agent • Preparation of a contract of sale prepared by a conveyancer or an Australian legal practitioner.
<p>A government authority owns the property and needs it for public purposes. If you are giving a notice to vacate for this reason you must include evidence with the notice to vacate.</p>	<p>One of the following:</p> <ul style="list-style-type: none"> • Provision of acquisition details (public information) • Compulsory letter of acquisition from the government.

Tenant's objection to termination, special rules for property use and domestic violence

A tenant may apply to the tribunal challenging a notice to vacate.⁷⁸ The tribunal will determine whether the notice was valid. If the challenge is unsuccessful, the tenant may have to pay the landlord's tribunal application fee.

In most cases there is no time limit to challenge a notice, but as soon as possible is advised. Tenants may also challenge the notice at the tribunal hearing for a possession order.⁷⁹

However, if a possession order has been sought for the below reasons, tenants must apply to the tribunal challenging a notice within 30 days after the notice is given.⁸⁰ The tribunal may determine whether the notice is valid, and the determination is final unless exceptional circumstances apply.⁸¹

- Repair, renovation, reconstruction or demolition of the premises
- Change of use of the premises to a business or for another non-residential purpose
- Occupation by the landlord's immediate family or dependent household member

⁷⁸91ZZR RTA 1997

⁷⁹<https://www.consumer.vic.gov.au/housing/renting/moving-out-giving-notice-and-evictions/notice-to-vacate/challenging-a-notice-to-vacate>

⁸⁰91ZZS RTA 1997

⁸¹91ZZT RTA 1997

- Sale of the property with vacant possession
- Public use following a compulsory purchase.

The tenant must also apply to tribunal challenging a notice within 30 days, if they have received a notice to vacate for the below reasons but where the act/breach was caused by a perpetrator of family violence or personal violence.⁸² The tribunal must order the notice invalid if it is satisfied of such violence.⁸³

- Intentionally or recklessly causing serious damage to the premises
- Endangering the safety of neighbours or the landlord/agent
- Seriously threatening or intimidating the landlord/agent
- Failing to comply with a Tribunal order relating to certain breaches of duty
- Receiving two breach of duty notices and committing a third breach
- Using the premises for any illegal purpose.

1.4 Case study: Ontario, Canada

Introduction

Canada is another country with a substantial private rented sector, with 33 per cent of households renting privately according to the 2021 census. This proportion is a slight rise since 2016. A notable feature of the sector is the sizeable purpose-built stock akin to 'build to rent' – multiunit buildings comprising around half of the PRS across the country, with a bigger footprint in the largest cities.⁸⁴

The sector "uses relatively short fixed-term (six to 12 months) or periodic tenancies. In most provinces, security is assured more by the prescription of reasonable grounds for termination by landlords, which in most cases do not include termination at the end of the fixed term."⁸⁵ The only province permitting termination without the need for a reason is Newfoundland and Labrador, after recent regulations in Yukon placed a requirement on landlords to have a reason for ending a tenancy.

The new Yukon [regulations](#), effective from 31 January 2023, require that the sections of the province's Residential Landlord and Tenant Act that previously allowed 'no cause' landlord-led terminations be exempted from all tenancy agreements, unless the landlord or their immediate family member will

occupy the premises. Landlords can still give 14 days' notice to end a tenancy for other reasons previously detailed in the Act:

- Non-payment/ repeatedly late payment of rent
- Overcrowding
- Significant noise and disturbance
- Serious jeopardy of health and safety
- Extraordinary property damage/ putting the property at significant risk
- Offensive or illegal activity with adverse impact
- Material breaches of the tenancy agreement/ failure to remedy
- Subletting without consent
- Lying about the property to prospective tenants/ purchasers.⁸⁶

Meanwhile Newfoundland landlords may terminate a fixed-term or monthly tenancy with three months' notice, or a weekly tenancy with four weeks' notice, without providing a reason. In addition, termination for other cases like failure to pay rent can happen with shorter notice periods, from a few days to a few weeks. If a rent payment is 15 days late, a landlord can end a periodic tenancy with ten days' notice to vacate the premises.⁸⁷

Landlord's notice of termination - Ontario

In Ontario, the focus of this case study, landlords and tenants can agree to terminate a tenancy, otherwise a notice of termination must be given to end it.⁸⁸ A fixed-term tenancy that ends without active renewal or termination is deemed to be renewed as a monthly periodic tenancy with the same terms and conditions as the expired contract.⁸⁹

A landlord's notice must be for permissible reasons only. There are [multiple forms prescribed](#) by Ontario's Landlord and Tenant Board (a part of Tribunals Ontario) that landlords need to use to terminate a tenancy for the various reasons, and the forms must be by law:⁹⁰

- Identify the rental unit that the notice applies to
- Include the date of termination
- Be signed by the landlord or agent
- Set out the reasons and details for the termination

⁸²91ZZU RTA 1997

⁸³91ZZV RTA 1997

⁸⁴Perry (2021) p.13

⁸⁵ibid

⁸⁶51 & 52 RLTA7

⁸⁷Perry (2021), p.14

⁸⁸37(3) RTA 2006

⁸⁹38(1) RTA 2006

⁹⁰43 RTA 2006

- Inform the tenant that:
 - o The tenancy ends on the termination date if the tenant vacates
 - o The landlord may apply to the Board for an order of termination and eviction if the tenant does not vacate, which the tenant is entitled to dispute.

Less than one month's notice of termination before end of period or term

Landlords may issue a notice terminating a tenancy before the end of a period/term, by providing the relevant notice period for specified reasons as below. The notice must provide a termination date and set out the grounds for termination.

Reason for notice of termination by landlord before end of period or term	Minimum notice required
A tenant fails to pay rent lawfully owing under a tenancy agreement ⁹¹	<ul style="list-style-type: none"> • Seven days, for a daily or weekly tenancy • 14 days, in all other cases. <p>The notice:</p> <ul style="list-style-type: none"> • Must set out the amount due • Shall specify that the tenant may avoid termination by paying the rent due plus any additional rent due by date of payment, on or before the termination date specified in the notice • Is void if the tenant pays before the day the landlord applies to the Board for a termination/eviction order.
The tenant has knowingly and materially misrepresented his or her income or that of other members of his or her household ⁹²	<ul style="list-style-type: none"> • 20 days.
The tenant or another occupant of the rental unit commits an illegal act or carries on an illegal trade, business or occupation or permits a person to do so in the rental unit or the residential complex ⁹³	<ul style="list-style-type: none"> • 10 days, for production or trafficking of illegal drugs, or possession for the purposes of trafficking • 20 days, in all other cases.
Wilful or negligent undue damage is caused to the rental unit or the residential complex by the tenant, another occupant of the rental unit or a person whom the tenant permits in the residential complex	<ul style="list-style-type: none"> • 10 days, if the damage is significantly great and resulting from improper use of the premises, or the damage is wilful⁹⁴ • 20 days, in other cases.⁹⁵ <p>A notice of 20 days:</p> <ul style="list-style-type: none"> • Shall require the tenant, within seven days, to repair the damaged property or pay the landlord reasonable costs of repair, or where repair is not reasonable to replace it or pay the landlord reasonable costs of replacement • Is void if the tenant complies with the above requirement.

⁹¹59 RTA 2006

⁹²60 RTA 2006

⁹³61 RTA 2006

⁹⁴63 RTA 2006

⁹⁵62 RTA 2006

Reason for notice of termination by landlord before end of period or term	Minimum notice required
<p>The conduct of the tenant, another occupant of the rental unit or a person permitted in the residential complex by the tenant is such that it substantially interferes with the reasonable enjoyment of the residential complex for all usual purposes by the landlord or another tenant or substantially interferes with another lawful right, privilege or interest of the landlord or another tenant</p>	<ul style="list-style-type: none"> • 10 days, if the landlord also resides in the building of maximum three units and the interference affects them⁹⁶ • 20 days, in all other cases.⁹⁷ <p>A notice of 20 days:</p> <ul style="list-style-type: none"> • Shall require the tenant, within seven days, to stop the conduct or activity or correct the omission • Is void if the tenant complies with the above requirement.
<p>The safety of any person is seriously impaired by an act or omission in the residential complex of the tenant, another occupant of the rental unit or a person permitted in the residential complex by the tenant⁹⁸</p>	<ul style="list-style-type: none"> • 10 days.
<p>The number of persons occupying the rental unit on a continuing basis results in a contravention of health, safety or housing standards required by law⁹⁹</p>	<ul style="list-style-type: none"> • 20 days. <p>The notice:</p> <ul style="list-style-type: none"> • Shall require the tenant, within seven days, to sufficiently reduce the number of persons occupying the rental unit • Is void if the tenant complies with the above requirement.

A landlord may also give a 14-day notice of termination for further contraventions. This may be used where a notice of termination has previously been given for reasons of damage, interference of enjoyment or too many persons, and between seven days and six months after that notice is given another situation arises that would be grounds for notice for the same reasons or for misrepresenting income/illegal conduct.¹⁰⁰

⁹⁶65 RTA 2006

⁹⁷64 RTA 2006

⁹⁸66 RTA 2006

⁹⁹67 RTA 2006

¹⁰⁰68 RTA 2006

Notice of termination at end of period or term

Landlords may also issue a notice terminating a tenancy at the end of a period/term, for the prescribed reasons and associated notice periods and conditions outlined below.

Reason for notice of termination by landlord at end of period or term	Minimum notice required
<ul style="list-style-type: none"> The tenant has persistently failed to pay rent on the date it becomes due and payable The rental unit was provided as part of employment that has ended An Agreement of Purchase and Sale for a proposed condominium unit has been terminated and the tenancy was created in good faith because of that agreement¹⁰¹ 	<ul style="list-style-type: none"> 28 days, for daily or weekly tenancies 60 days, for monthly, yearly, or fixed-term tenancies. <p>Note: The termination date must be the last day of a fixed term to be effective on that date, or must otherwise be the last day of a rental period.¹⁰²</p>
<ul style="list-style-type: none"> The rental unit is needed for occupation by the landlord, their immediate family or carer for a period of at least one year¹⁰³ The rental unit is needed for occupation by the purchaser of a complex with maximum three units, their immediate family or carer¹⁰⁴ 	<ul style="list-style-type: none"> 60 days. <p>Notes:</p> <ul style="list-style-type: none"> A landlord giving notice for this reason shall compensate the tenant in an amount of one month's rent, or offer another rental unit acceptable to the tenant A tenant who receives notice for this reason may terminate the tenancy earlier by giving 10 days' notice.
<ul style="list-style-type: none"> Possession is needed for demolition, conversion to non-residential use, or repairs/renovations that are extensive enough to require a building permit and vacant possession¹⁰⁵ 	<ul style="list-style-type: none"> 120 days. <p>Notes:</p> <ul style="list-style-type: none"> In the case of repair/renovation, a tenant has the right of first refusal to occupy the premises when it is re-let.¹⁰⁶ The notice of termination must inform the tenant to notify the landlord before vacating if they wish to exercise this right.¹⁰⁷ A landlord giving notice for these reasons, unless the demolition or repair/renovation was ordered under an Act, shall compensate the tenant an amount of one month's rent (three months if the complex has five or more units), or offer another rental unit acceptable to the tenant.¹⁰⁸ If a tenant exercises their right of first refusal, the compensation amount is the lesser of one month (three months if at least five units) and the period the unit is under repair or renovation.¹⁰⁹ A tenant who receives notice for these reasons may terminate the tenancy earlier by giving 10 days' notice.

¹⁰¹58 RTA 2006

¹⁰²44 RTA 2006

¹⁰³48 RTA 2006

¹⁰⁴49 RTA 2006

¹⁰⁵50 RTA 2006

¹⁰⁶53 RTA 2006

¹⁰⁶53 RTA 2006

¹⁰⁷50(3) RTA 2006

¹⁰⁸52, 54(1) & 54(3) RTA 2006

¹⁰⁹54(2) & 54(4) RTA 2006

A landlord is liable to pay further compensation to the former tenant or an administrative fine of up to \$35,000 if a notice of termination is found to have been given in bad faith, for reasons of landlord/purchaser occupation, demolition, conversion, or repair/renovation. The Board may make such an order if the tenant has left the premises, and the required action did not take place within a reasonable time. The former tenant may apply to the Board, within one year of leaving, to decide.

It is presumed unless proven that notice was given in bad faith for reason of landlord/purchaser occupation if, at any time between giving notice and one year after the tenant vacates, the landlord:

- Advertises the rental unit for rent
- Enters into a tenancy agreement in respect of the rental unit with someone other than the former tenant
- Advertises the rental unit, or the building that contains the rental unit, for sale
- Demolishes the rental unit or the building containing the rental unit, or
- Takes any step to convert the rental unit, or the building containing the rental unit, to use for a purpose other than residential premises.¹¹⁰

More broadly, an individual who is guilty of an offence under the Act is liable on conviction to a maximum fine of \$50,000 (or \$250,000 for a corporation).¹¹¹

1.5 Case study: Ireland

Introduction

Around 19 per cent of Irish households rent privately. Rising rent levels and an overall shortage in recent years of housing that is affordable provides context for a high level of public interest in housing issues as well as legislative/policy change. Residential tenancy law has experienced continuing reform since 2004 – most recently, the country has moved to a system of open-ended tenancies, with transitional arrangements currently in place. These rules on tenancy security do not apply to dedicated student accommodation.¹¹²

For agreements created from 11 June 2022, tenancies are deemed to be of unlimited duration after they have run for six months. During the first six months, tenancies may be terminated by the landlord without

giving a reason (unless a fixed-term agreement is in place). After six months, landlords may only terminate the tenancy for prescribed reasons.

For tenancies created before 11 June 2022, tenancies are deemed to run for six years after the initial six-month period. At the end of the six years, landlords can terminate the tenancy without the need for a reason, which was allowed under previous rules. During the six-year term landlords may only end the tenancy for permissible reasons. If the tenancy is not terminated after six years, a new tenancy of unlimited duration begins. In any case, all tenancies will be open-ended by 10 June 2028 since any remaining six-year tenancies will have ended or been renewed by this date.¹¹³

A landlord may not terminate a tenancy in a multi-unit development if the intention is to sell ten or more dwellings within a six-month period. This is the so-called Tyrrelstown amendment that commenced in 2017 after 40 households from Tyrrelstown were simultaneously given notices of termination. The exception to this is if a landlord can demonstrate that the tenanted property is worth less than 20 per cent of the market value with vacant possession, or if the requirement would otherwise be unduly onerous or cause undue hardship.¹¹⁴

Landlord's notice of termination

A landlord must issue a notice of termination to end a tenancy. A valid termination notice must:¹¹⁵

- Be in writing (emails/texts are insufficient)
- Be in the prescribed form if any
- Be signed by the landlord or their authorised agent
- Specify its date of service, and the tenancy termination date
- State the reason for termination (for tenancies longer than six months)
- Be sent as a copy to the Residential Tenancies Board (RTB)¹¹⁶
- State that the tenant has 90 days¹¹⁷ (28 days if termination is for rent arrears) to challenge its validity through the RTB.

¹¹⁰57 RTA 2006

¹¹¹238 RTA 2006

¹¹²3(7)(c) RTA 2004

¹¹³Section 5, Residential Tenancies (Amendment) Act 2021

¹¹⁴35A RTA 2004

¹¹⁵62 RTA 2004

¹¹⁶39A RTA 2004

¹¹⁷80 RTA 2004

A landlord is guilty of an offence if they serve an invalid notice and use that to the tenant's detriment. A defence to this is if the landlord doesn't know, or couldn't reasonably be expected to know of a fact giving rise to the invalidity.¹¹⁸ Also, if the notice is disputed, the adjudicator/Tribunal may overlook an error or omission in the notice provided it does not materially prejudice the notice which would otherwise be valid.¹¹⁹

If a tenancy is sub-let, the notice must state whether the landlord requires the tenant to terminate the sub-tenancy, and if so, the landlord must serve a copy of the notice on the sub-tenant.¹²⁰ The tenant then has 28 days to serve a notice of termination on the sub-tenant in respect of the sub-tenancy.¹²¹

Prescribed reasons and notice periods for termination

The minimum notice period depends on the tenancy length as outlined in the below table. These periods were increased on 6 July 2022 through section 96 of the Regulation of Providers of Building Works and Miscellaneous Provisions Act 2022.

Duration of tenancy	Minimum notice period by landlord ¹²²
Less than six months	90 days
Six months up to one year	152 days
One year up to seven years	180 days
Seven years up to eight years	196 days
Eight years or more	224 days

Landlords may issue a notice of termination as above for the following reasons.¹²³

- **Overcrowding.** The dwelling is no longer suitable for the household having regard to the number of bed spaces. The termination notice must be accompanied by a statement to this effect.
- **Sale of property.** The landlord intends to sell the property within nine months, in which case the notice must be accompanied by a statutory declaration to that effect.

- **Landlord's own use.** The landlord or their extended family needs the dwelling for their own occupation. However, if that person then moves out within 12 months of the notice period end date, the property must be offered back to the tenant. If there is a dispute, the RTB may determine the tenancy be offered back to the tenant. A statutory declaration is required when terminating for this reason.
- **Refurbishment/renovation.** The landlord intends substantial refurbishment or renovation requiring the dwelling to be vacant, provided that the property is offered back to the tenant after the works. The notice must contain or be accompanied by a written certificate from a registered professional, stating that the work would constitute a health and safety risk for a minimum of three weeks.
- **Change of use.** The landlord intends to change the use of the dwelling/property, provided that the property is offered back to the tenant if it becomes available for reletting within 12 months of the notice period end date. If there is a dispute, the RTB may determine the tenancy be offered back to the tenant.

In the cases of refurbishment/renovation and change of use, planning permission must have already been obtained (where required) with a copy attached to the notice of termination. A written statement must also be contained in/ accompany the notice, specifying the nature of the intended works/ change of use, plus the name of the contractor and dates and duration of any works. If a copy of the planning permission for refurbishment/renovation is included, contractor name and date/duration of works may be omitted.

A landlord seeking to offer the property back to a former tenant must have made 'reasonable inquiry' to obtain the tenant's contact details, including writing to the RTB to request them.¹²⁴ The tenant has seven days to accept such an offer.¹²⁵

¹¹⁸74 RTA 2004

¹¹⁹64A RTA 2004

¹²⁰70 RTA 2004

¹²¹71 & 72 RTA 2004

¹²²66(3) RTA 2004

¹²³66(3) RTA 2004

¹²⁴35(13) RTA 2004

¹²⁵35(6) & 35(6A) RTA 2004

Exceptions to notice periods for termination

The exception to these periods is where a tenant fails to comply with obligations of the tenancy,¹²⁶ in which case the shorter notice periods below apply instead. Separately, a landlord ending a tenancy for dedicated student accommodation must provide at least 28 days' notice (which is not restricted to prescribed reasons since such a tenancy is not a secure one).¹²⁷

Exceptions to notice periods by reason	Minimum notice required
The tenant behaves in a way that is anti-social ¹²⁸	<ul style="list-style-type: none"> • Seven days.
The tenant threatens the fabric of the dwelling or the property containing it ¹²⁹	<ul style="list-style-type: none"> • Seven days.
The tenant fails to pay an amount of rent due ¹³⁰	<ul style="list-style-type: none"> • 28 days. <p>Note: The landlord must have first issued the tenant a warning notice, giving the tenant 28 days to pay the arrears. The warning must be in writing (i.e. email/text is not permitted) and a copy must be submitted to the Residential Tenancies Board (RTB) who encourage use of their template. The RTB will provide income support information to the tenant and seek their consent for referral to further support.¹³¹</p>
The tenant generally fails to comply with an obligation of the tenancy ¹³²	<ul style="list-style-type: none"> • 28 days. <p>Note: The landlord must have first issued a written warning notice informing the tenant of the failure, and stating that the landlord is entitled to terminate the tenancy unless the failure is remedied within a reasonable time specified.¹³³ A remedy includes adequate compensation or repair where there has been financial loss or damage.¹³⁴</p>

The landlord and tenant may generally agree a shorter notice period, but only when the intention of termination arises; such an agreement cannot form part of the tenancy contract.¹³⁵

1.6 Case study: Wales

Introduction

As of 2021 around 435,000 households in Wales, 31 per cent of the population rent their home from a social or a private landlord with just under one half – 15 per cent – renting from a private landlord.¹³⁶ Around 46 per cent of private renters in Wales receive help with their rent through universal credit or

housing benefit and of these the majority are working age (89 per cent)¹³⁷.

A new unified system of residential tenancy law under Renting Homes (Wales) Act 2016 came into force on 1 December 2022 (the 'appointed day'). The new system is based on the Law Commission review of residential tenancy law in England and Wales which the Commission described as 'an irrationally complicated mess'. The aim of the review was to replace it with 'a modernised, understandable, and just legal structure'. The Commission started work in 2001 and after extensive consultation published its main recommendations in 2003 and its [final report](#) and [draft Bill](#) in 2006.

¹²⁶66(1)(a) RTA 2004

¹²⁷66(2B) RTA 2004

¹²⁸67(2)(a)(i) RTA 2004

¹²⁹67(2)(a)(ii) RTA 2004

¹³⁰67(2)(aa) RTA 2004

¹³¹67(3) RTA 2004

¹³²34 & 67(1) RTA 2004

¹³³34 RTA 2004

¹³⁴35(2) RTA 2004

¹³⁵69 RTA 2004

¹³⁶CIH, 2023 UK Housing Review, Tables 17(a) and 17(b).

¹³⁷DWP, stat-xplore

The Commission's proposals were not taken up in England but in 2012 the Welsh Government announced it would be taking forward legislation to implement Renting Homes in Wales. In 2013 the Commission published '[Renting Homes in Wales](#)'¹³⁸ which updated its original proposals and dealt with any devolution issues arising from its implementation by the National Assembly (now Senedd).

The Commission's first report ('[Renting Homes](#)'¹³⁹) recommended a new legal regime built on a consumer approach to the law, whereby all renters could ask their landlord to provide a definitive written agreement clearly setting out their rights and obligations. In place of a multiplicity of existing tenancy types and licence agreements the Commission recommended their replacement with just two: secure contracts and standard contracts.

Secure contracts are broadly equivalent to local authority secure tenancies and are the default agreement for tenants of local authorities and housing associations ('community landlords'). Standard contracts are broadly equivalent to assured shorthold tenancies. A private landlord can let a dwelling on a standard or a secure contract, but the default agreement is a standard contract unless the landlord expressly says otherwise before the contract is agreed. Standard contracts can be either periodic or for a fixed term.

For both secure and standard contracts the tenant/ licensee is known as the contract holder. The contract holder is entitled to a written statement that sets out all the terms of the contract which comprises:

- **Key matters.** These are the address of the dwelling, the occupation date, the amount of rent and the rental period (weekly, monthly)
- **Fundamental terms.** These are terms that are implied by law which the landlord cannot write out of the agreement unless the parties agree to a term that gives the contract holder an improved right.¹⁴⁰ These include the landlord's obligation in a short lease to keep in good repair the structure and exterior of the dwelling and to ensure it is fit for habitation throughout the life of the contract.¹⁴¹ The contract holder's right to occupy without interference from the landlord ('quiet enjoyment') is also a fundamental term.¹⁴²

- **Supplementary terms.** These are other terms that are implied by law but which the landlord and contract holder can agree to leave out or modify to the benefit of one of the parties.¹⁴³ These include the right of the contract holder to permit others to live in the dwelling and that the contract holder must not carry on a trade or business without the landlord's consent.¹⁴⁴
- **Additional terms.** These are terms agreed between the contract holder and the landlord, which can cover any other matter, provided they do not conflict with a key matter, a fundamental term, or a supplementary term.¹⁴⁵

To make the process of renting homes easier and cheaper the Welsh Government has published a set of approved [model written statements](#) (pro-forma tenancy agreements).¹⁴⁶

On the appointed day nearly all existing residential tenancies and licences were [converted to occupation contracts](#). The type of occupation contract they converted to depended on the type of tenancy or licence they were before the appointed day. For example, a periodic assured shorthold tenancy from a private landlord is converted to a periodic standard occupation contract. Most housing association and local authority tenancies are converted to secure contracts (or an introductory standard contract if previously an introductory or starter tenancy).

Notice periods for termination

The notice period and requirements differ for notice served by the tenant and notice served by the landlord. The processes and procedures also vary between periodic and fixed term contracts and between secure and standard contracts. Only the procedures for terminating standard contracts used by private landlords are covered here. There are other procedures that can be used to end a standard contract, but these don't apply to private landlords, and it is assumed that most private landlords won't opt-in to letting secure contracts.

¹⁴⁰Renting Homes (Wales) Act 2016, s.18-20

¹⁴¹Renting Homes (Wales) Act 2016, s.91-92

¹⁴²Renting Homes (Wales) Act 2016, s.54

¹⁴³Renting Homes (Wales) Act 2016 s.23

¹⁴⁴Renting Homes (Supplementary Provisions) (Wales) Regulations 2022 (SI [2022/23](#))

¹⁴⁵Renting Homes (Wales) Act 2016, s.28

¹⁴⁶Renting Homes (Wales) Act 2016, s.29 and The Renting Homes (Model Written Statements of Contract) (Wales) Regulations 2022, (SI [2022/28](#))

Notice served by the contract holder: periodic standard contracts

The contract holder has the right to serve notice on the landlord to end the contract. This is a fundamental term of the contract. The notice must be at least four weeks from the date it is served and does not need to coincide with start/end of a rental period.¹⁴⁷ The contract holder can withdraw their notice at any time before it expires by serving a further notice, provided that the landlord does not object within a reasonable period.¹⁴⁸

Once the contract holder's notice has expired the landlord can rely on this ground to recover possession subject only to any available defence based on the contract holder's (ECHR) Convention rights.¹⁴⁹ Otherwise if the ground is made out the court must grant possession and has only limited powers to postpone it.¹⁵⁰

The landlord has two months to serve notice starting from the date the contract holder was meant to move out and has six months from that day to make the possession claim – although this can be done on the same day the landlord's notice is served.

Landlord notice ('no fault') ground: periodic standard contracts

A periodic standard contract can be ended by the landlord's notice ('no fault' eviction) – this a fundamental term of the contract.¹⁵² If the landlord can show the ground is 'made out' (proven), the court must grant possession unless one of the exceptions applies.¹⁵³ If none of the exceptions apply the court has only very limited power to postpone possession.¹⁵⁴

The notice period is six months, and the landlord cannot give notice during the first six months of the contract.¹⁵⁵ Once the initial waiting period has expired it does not apply to any replacement contract agreed with the same contract holder.¹⁵⁶ The six-month notice period is reduced to two months for certain types of specialist accommodation, but these do not normally apply to private landlords.¹⁵⁷

Exceptions to the no fault notice ground

The only exceptions to the landlord's absolute right to possession under the notice only grounds are:¹⁵⁸

- The landlord has breached one of their statutory obligations
- The landlord served notice in retaliation to the contract holder's request that the landlord carries out their obligations to repair
- The contract holder has an available defence based on their Convention (ECHR) rights.

If the court considers it is a retaliatory claim it can use its discretion to grant or refuse possession.¹⁵⁹

The statutory obligations that prevent the landlord from using the notice only grounds are:¹⁶⁰

- The landlord has not provided the contract holder with the written statement of the contract terms or less than six months have passed since it was provided
- The landlord has not provided the address which the contract holder can use to serve the notice
- Where a contract holder has paid a deposit, the landlord has failed to protect the deposit in the way the law requires
- The landlord has asked for prohibited payment (unlawful letting agent fees etc.) which has not been repaid
- The landlord has failed to ensure that a working smoke and carbon monoxide alarm has been installed
- The landlord has failed to provide the tenant with an electrical condition report or gas safety report as required
- The landlord has failed to provide the tenant with a valid energy performance certificate.

In any other case where the contract holder has a periodic standard contract the landlord can only get possession using one of the statutory grounds.

¹⁴⁷Renting Homes (Wales) Act 2016, s.168, 169

¹⁴⁸Renting Homes (Wales) Act 2016, s.172

¹⁴⁹Renting Homes (Wales) Act 2016, s.170(1),(2), 215

¹⁵⁰Renting Homes (Wales) Act 2016, s.170(2), 215(2), 219

¹⁵¹Renting Homes (Wales) Act 2016, s.171

¹⁵²Renting Homes (Wales) Act 2016, s.173

¹⁵³Renting Homes (Wales) Act 2016, s.178(2), 215(4)

¹⁵⁴Renting Homes (Wales) Act 2016, s.219

¹⁵⁵Renting Homes (Wales) Act 2016, s.174(1), 175(1)

¹⁵⁶Renting Homes (Wales) Act 2016, s.175(3),(4)

¹⁵⁷Renting Homes (Wales) Act 2016, s.174A and schedule 8A

¹⁵⁸Renting Homes (Wales) Act 2016, s.176, 177A, 215(2),(4), part 1 of schedule 9A

¹⁵⁹Renting Homes (Wales) Act 2016, s.217

¹⁶⁰Renting Homes (Wales) Act 2016, s.176, schedule 9A, part 1

Termination of fixed term standard contracts

The landlord cannot normally get possession during the fixed term unless:¹⁶¹

- The contract has a term enabling the contract holder to give notice (a contract holder's break clause)
- The contract is for at least two years and has a term enabling the landlord to give notice (a landlord's break clause)
- The contract holder has breached the contract (including having been engaged in anti-social behaviour)
- One of the estate management grounds applies
- There are serious rent arrears.

A contract holder's break clause works like a contract holder's notice in a standard periodic contract (must be at least four weeks). If the contract holder fails to give up possession on the date in their notice the landlord can get possession by serving notice. The procedure mirrors that for a contract holder's notice in a periodic contract with the exception that the contract holder's notice can't be withdrawn.¹⁶²

A landlord's break clause also works like the notice only procedure in a standard periodic contract (e.g. must be at least six months) except that it cannot be used during the first 18 months of occupation. The same defences available to tenants under a periodic contract (retaliatory eviction etc.) apply.¹⁶³

If the contract holder remains in occupation at the end of the fixed term (and no new fixed term has been agreed) a periodic standard contract automatically arises. The new contract has the same terms and rental period as the previous fixed term contract and with all the fundamental and supplementary terms that apply to a standard periodic contract (e.g., fit for habitation etc).¹⁶⁴ The landlord can use the same procedures to get possession (notice only, breach of contract etc.) that apply to an ordinary periodic contract. Any notice the landlord served during the fixed term remains valid provided the time limit for use has not expired.¹⁶⁵

Early termination of contracts (grounds for possession)

The landlord can apply to the court for possession at any time – including during the first six months of a standard periodic contract or during the fixed term of a fixed standard contract if:¹⁶⁶

- The contract holder has breached the contract (including having been engaged in ASB)
- One of the estate management grounds applies
- There are serious rent arrears.

These are all fundamental terms of the contract and cannot be omitted or modified except by a term that improves the contract holder's position.¹⁶⁷ In each case, the landlord must serve notice on the contract holder before applying to the court for possession.¹⁶⁸ The landlord cannot make the application until the notice period has expired. The relevant notice period is:¹⁶⁹

- For ASB or prohibited conduct, the same day the notice served
- For one of the estate management grounds, one month
- For serious rent arrears, 14 days
- For any other breach of contract, one month.

Once notice is served it remains valid for six months from the date that it was served.¹⁷⁰

ASB / prohibited conduct

The contract holder must not use or threaten to use the dwelling for criminal purposes nor engage in or threaten to engage in conduct capable of causing nuisance or annoyance to:¹⁷¹

- Anyone with a right to occupy the dwelling subject to the contract or in the locality of the dwelling
- Anyone engaged in lawful activity withing the dwelling subject to the contract or in the locality of the dwelling
- The landlord or their agent.

¹⁶¹Renting Homes (Wales) Act 2016, s.55, 157(1), 160(1), 187(1), 189, 194(1A)(1)(a)

¹⁶²Renting Homes (Wales) Act 2016, s.190 - 193

¹⁶³Renting Homes (Wales) Act 2016, s.195, 196 - 201

¹⁶⁴Renting Homes (Wales) Act 2016, s.184

¹⁶⁵Renting Homes (Wales) Act 2016, s.183

¹⁶⁶Renting Homes (Wales) Act 2016, s.157(1), 160(1), 181(1), 187(1)

¹⁶⁷Renting Homes (Wales) Act 2016, s.20(1),(2), 160(2), 181(4), 187(4), schedule 8 paragraph 10

¹⁶⁸Renting Homes (Wales) Act 2016, s.159(1), 161(1), 182(1), 188(1)

¹⁶⁹Renting Homes (Wales) Act 2016, s.159(3), 161(2)(a), 182(2)(a), 188(2)(a)

¹⁷⁰Renting Homes (Wales) Act 2016, s.159(4), 161(2)(a), 182(2)(b), 188(2)(b)

¹⁷¹Renting Homes (Wales) Act 2016, s.55

If the contract holder has been engaged in ASB or prohibited conduct this is a breach of the contract.¹⁷² A breach of contract is a discretionary ground for possession and the court cannot make an order for possession unless it is reasonable to do so and has wide powers to adjourn proceedings or postpone possession as it sees fit.¹⁷³ When deciding whether it is reasonable to grant possession the court must have regard to certain factors regarding the contract holder and certain other matters – this is known as ‘structured discretion’.¹⁷⁴

Serious rent arrears

Serious rent arrears mean the equivalent of two months’ rent, both on the day the notice is served and the day of the hearing. If the ground is made out the court must grant possession subject only to a defence based on the contract holder’s Convention (ECHR) rights.¹⁷⁵ The court only has very limited powers to postpone the possession.¹⁷⁶

Estate management grounds

The estate management grounds are discretionary. The court cannot make an order for possession unless:¹⁷⁷

- It is reasonable to do so
- It is satisfied that suitable alternative accommodation is available to the contract holder (or will be when the order takes effect).

In considering whether it is reasonable to give possession and what alternative is ‘suitable’ the court must take account of certain factors (‘structured discretion’).¹⁷⁸ Except where one of the two redevelopment grounds (ground A or B) applies, if the court makes an order for possession the landlord must pay the contract holder’s reasonable moving expenses.¹⁷⁹

The estate management grounds are:¹⁸⁰

- The landlord intends to demolish, reconstruct or carry out work on the building and cannot reasonably do so without getting possession (ground A)
- The landlord intends to sell the dwelling because it is in an area which is the subject of an approved redevelopment scheme (ground B)

- The contract holder has succeeded to a fixed term contract other than on the basis of being the deceased sole contract holder’s partner (a ‘reserve successor’) and the accommodation is larger than the new contract holder reasonably requires
- One of the joint contract holders has given notice that they are withdrawing from the contract and the accommodation is larger than the remaining contract holder(s) reasonably requires
- One of the joint contract holders has been removed from the contract on account of their anti-social behaviour and the accommodation is larger than the remaining contract holder(s) reasonably requires
- The contract holder or joint contract holder has ceased to occupy the dwelling as their only or principal home (as required by the contract) and the accommodation is larger than the remaining contract holder(s) reasonably require
- It is desirable for some other substantial estate management reason.

There are other estate management grounds, but these do not apply to standard contracts (e.g. to community landlords only) or only would in rare cases (e.g. purpose built accommodation for the disabled).

Notes:

A joint contract holder has the right to withdraw from a periodic contract or through a break clause in a fixed term contract. The joint contract holder’s notice does not terminate the contract with the remaining contract holders.¹⁸¹ Likewise, a joint contract holder can be removed from the contract if they cease to occupy the dwelling or if they have been engaged in anti-social behaviour, without it affecting the remaining contract holder(s) rights.¹⁸²

A ‘reserve successor’ is a qualifying family member who does not have a right of survivorship or who qualifies as the carer of the deceased. There is no right to succeed if the deceased had themselves previously succeeded to the contract.

¹⁷²Renting Homes (Wales) Act 2016, s.55(6), 159(2)

¹⁷³Renting Homes (Wales) Act 2016, s.209, 211

¹⁷⁴Renting Homes (Wales) Act 2016, s.209(4), schedule 10 paragraph 1(a)

¹⁷⁵Renting Homes (Wales) Act 2016, s.181(2), 187(2)

¹⁷⁶Renting Homes (Wales) Act 2016, s.219

¹⁷⁷Renting Homes (Wales) Act 2016, s.160(3), 210(2)

¹⁷⁸Renting Homes (Wales) Act 2016, s.160(3), 210(2), schedule 10 and 11

¹⁷⁹Renting Homes (Wales) Act 2016, s.160(4),(5), 210(6)

¹⁸⁰Renting Homes (Wales) Act 2016, schedule 8 paragraphs, 1, 2, 7, 8, 9

¹⁸¹Renting Homes (Wales) Act 2016, s.130, 138

¹⁸²Renting Homes (Wales) Act 2016, s.225, 227, 230

Structured discretion (factors the court must have regard to)

In any case where court has discretion to make an order for possession in determining whether it is reasonable to give possession, to postpone it, or to adjourn proceedings it must have regard to the following circumstances:¹⁸³

- The probable effect of the order on the contract holder
- If the court may decide to postpone possession the likelihood the contract holder will comply with any terms imposed
- The probable effect of not making the order on the landlord's interests - including his or her financial interests
- The likely effect of the order on other contract holders of the same landlord or of others visiting or living in the locality (e.g. other contract holders in a multi-occupied building)
- Whether the landlord has undertaken to offer a new occupation contract to one or more of the occupiers
- Where there has been a breach of the contract the nature, frequency or duration of the breach(es), the degree to which the contract holder is responsible for them, how likely it is the breach will recur and action previously taken by the landlord to end it or prevent it recurring
- If the breach is for ASB the public interest in restraining that conduct

- If the possession claim relates to a reserve successor, or is due to a departing contract holder the age of the remaining contract holder and the length of time they have lived there as their only or principal home
- The likelihood the local authority will provide housing (allocation or homelessness).

Suitable alternative accommodation

In determining whether the alternative accommodation is suitable the court must consider the following:¹⁸⁴

- (a) The local authority has issued a certificate stating that it will provide accommodation in their area
- (b) Where (a) does not apply, whether the proposed occupation contract will give the contract holder reasonably equivalent security and in the opinion of the court it is reasonably suitable to the needs of the contract-holder and his or her family
- (c) If (b) applies whether accommodation is large enough, its character, its distance from a school, the contract holder's income, the proximity of the contract holder's family if it is essential to their well-being, terms of the existing and replacement contract including any furniture provided
- (d) If (a) does not apply whether the accommodation is similar as to rent and size as would be provided by a community landlord in the area, and
- (e) The accommodation cannot be considered suitable if it would result in statutory overcrowding.

¹⁸³Renting Homes (Wales) Act 2016, schedule 10 paragraphs 4-6, 8-14

¹⁸⁴Renting Homes (Wales) Act 2016, schedule 11 paragraphs 2-5

1.7 Annex: Tabular summary of types of tenancy and landlord-led termination rules in different countries

Country	Types of tenancy	Grounds for termination by landlords	Notice periods for termination by landlords	Tribunal or other arrangement	Level of security
UK and old commonwealth countries					
Australia	Short (six to twelve months), fixed-term and periodic tenancies	Prescribed grounds at any time. No-grounds termination allowed once fixed term has ended in four of the eight states and territories	Vary by state. Range from: <ul style="list-style-type: none"> serious damage/ endangering safety - immediate tenant's breach - two weeks sale of property - 30-60 days no-grounds - from 14-90 days 	Tribunal decides possession cases	Low-medium
Canada	Mostly short (six to twelve months), fixed-term and periodic tenancies	Mostly prescribed grounds only; some allow termination at end of fixed term; no-grounds termination allowed in Newfoundland & Labrador	Range from very short (a few days) for failure to pay rent up to 120 days for major repairs, but vary according to province	Practice varies, e.g. tribunals (Ontario); appeal to an officer (Newfoundland)	Low-medium
England and Wales	Short (six to twelve months), fixed-term and periodic tenancies	No-grounds termination allowed	For no-fault evictions, two months (England), six months (Wales); shorter periods for exceptions (immediate to two months)	Court decides possession cases	Low-medium
New Zealand	Short (six to twelve months), fixed-term and periodic tenancies	Fixed-term tenancies cannot be ended early except for prescribed reasons. Periodic tenancies can be ended. No-grounds terminations are prohibited.	Scale of notice periods from immediate after successive notices for arrears, up to 63-90 days for other specified reasons	Tribunal decides possession cases	Low-medium
Ireland	Short fixed-term and open-ended tenancies	Fewer restrictions on termination in initial six months, then prescribed grounds only. No-grounds termination allowed at end of six year cycle for legacy tenancies else they become indefinite on renewal	Sliding scale of notice periods from very short (e.g. seven days for ASB) to much longer periods, depending on length of tenancy (e.g. 180 days after one year, 224 days after eight years)	Cases can be decided by tribunal, but official mediation and adjudication services also exist	High

Country	Types of tenancy	Grounds for termination by landlords	Notice periods for termination by landlords	Tribunal or other arrangement	Level of security
Scotland	Private residential tenancies, no fixed term	Prescribed grounds only (but there are more than in Ireland)	Minimum 28 days (e.g. for ASB); for most prescribed grounds, 12 weeks once the tenancy has lasted at least six months (28 days if less than six months)	Tribunal decides possession cases	Medium
European countries					
Austria	Three-year minimum, converted to indefinite on renewal	Limited prescribed grounds only (e.g. at least three months arrears)	One month after court decision	District court decides possession cases	High
Belgium	Nine year fixed terms, but some are shorter (up to three year terms)	Termination allowed at end of fixed term with limited other prescribed grounds	Nine year tenancy: six months; shorter tenancies: three months in Brussels and Wallonia only if the landlord needs the accommodation for themselves	District court decides possession cases	High
Finland	Mix of fixed-term and open-ended tenancies	Prescribed grounds only; fixed-term contracts are difficult to terminate within the term	Depending on length of tenancy, either three or six months	Role of courts limited: decisions made by bailiffs	Medium
France	Fixed terms, one to six years	Limited, prescribed grounds only	Three to six months depending on whether the property is furnished	Cases decided by court if mediation tribunal fails to resolve	Medium
Germany	Little use of fixed-term tenancies; tenancies typically open-ended	Prescribed grounds only	Three to nine months depending on tenancy length for ordinary notices; Three months for other special prescribed cases; immediate termination for fundamental breaches (see text)	Court decides possession cases	High

Country	Types of tenancy	Grounds for termination by landlords	Notice periods for termination by landlords	Tribunal or other arrangement	Level of security
Italy	Normally fixed-term tenancies of four years with option for tenant to extend for four more years	Limited grounds (e.g. sale) in first four year period, beyond that no-grounds termination is allowed	Six months' notice	Tribunal decides possession cases	High
Malta	Either short-term (up to six months) or long-term (minimum one year)	Long-term leases: no-grounds termination permitted with notice else the lease automatically renews	Short-term: on termination; long-term: three months' notice	Adjudication panel decides on landlord-tenant disputes	Low-medium
Netherlands	Tenancies typically open-ended	Limited prescribed grounds only	Three to six months depending on tenancy length	District court or rental committee depending on tenancy type	High
Spain	Short-term (up to a year) or long-term (one to five year fixed terms)	Termination at end of and, in limited prescribed cases, during the fixed term	Varying periods up to two months which applies if the landlord needs the accommodation for themselves; Four months' notice needed at end of five years else tenancy auto-renews	Tribunal decides possession cases	Medium
Sweden	Little use of fixed-term tenancies; tenancies typically open-ended	Prescribed grounds only	Three months; shorter for fundamental breaches	Complex picture: both courts and rent tribunals have a role in possession cases	High
Switzerland	Tenancies typically open-ended	Limited, prescribed grounds only	Three months; generally 30 days for violating duty of care or failing to pay rent (following a warning period)	Tribunal-type system ('conciliation authority')	High

Note: The table has been compiled from a variety of sources, some in translation, therefore it should not be relied on as a definitive description of the tenancy arrangements in each country.

Part two – Opinion polling: anti-social behaviour

This part analyses the results of a public opinion poll that was carried out. The poll was conducted on the topic of anti-social behaviour (ASB), one of the events typically giving rise to shorter notice periods around the world to terminate private tenancies.

ASB was chosen as a specific issue in consideration of the small sample size (500) available for polling purposes in Northern Ireland (NI). Research has established ASB as a more widely experienced concern. This compares with previous research by the authors determining that more specific issues giving rise to landlord-led tenancy terminations are too small to represent a wide enough cross-section at the population level for statistical analysis. ASB is also a topical subject that affects people across tenures.

The poll also captured people’s opinions on what constitutes ‘serious’ ASB, whether private tenants should be evicted for serious ASB and what the notice period should be. Previous research by the authors concluded that longer notice periods would help tenants, but exceptions would allow for landlords to recover the property in more appropriate timescales where things go seriously wrong. Serious ASB is one such potential exception for consideration.

2.1 Methodology

The opinion survey was commissioned by CIH to be run in Northern Ireland. The 11 polling questions were designed in consultation with officials from the Department for Communities (DfC), and with the commissioned online polling agency YouGov. All figures, unless otherwise stated, are from YouGov Plc. The total sample size was 503 adults. Fieldwork was undertaken between 4 – 8 May 2023. The survey was carried out online. The figures have been weighted and are representative of all NI adults (aged 18+).

The CIH research team has carried out all analysis of the results. Any percentages calculated on bases fewer than 50 respondents will not be reported as they do not represent a wide enough cross-section of the target population to be considered statistically reliable. All rebases and percentages calculated on rebases have been carried out by CIH.

The survey asked questions dedicated to disability and caring responsibilities, and the results produced by YouGov also provide breakdowns by standard social categories. Where this enables analysis according to section 75 groups (i.e. on bases of 50 or more respondents), this will be included where relevant.

2.2 People living with health problems and disabilities (question 1)

Participants were asked about their health problems and disabilities at the beginning of the survey, irrespective of their experiences with ASB. This approach aimed to establish a larger respondent base and facilitate a comparison of health issues and disabilities across the various concerns addressed in the survey. The results were subsequently cross-referenced against the remaining survey questions.

Q1. Are your day-to-day activities limited because of a health problem or disability which has lasted, or is expected to last, at least 12 months?

Table 2.2 People with health problems and disabilities

	N	%
Yes, limited a lot	74	15
Yes, limited a little	99	20
No	317	65
Total	491	100

Base: All Northern Ireland adults who didn’t skip (491 weighted)
Numbers may not tally due to rounding

35 per cent of people answered ‘yes’ to this question, and they tended to be older, less likely to be employed on a full-time basis, and were more likely to having caring responsibilities themselves.

2.3 People with caring responsibilities (question 2)

Similar to question 1, participants were asked about their caring responsibilities early in the survey. The data was subsequently cross-referenced with the rest of the survey questions.

Q2. Do you have any caring responsibilities in your personal life (i.e. not for work) in and/or outside of your household and/or family? Caring responsibilities may be short term, e.g. supporting someone with recovery following an accident, or long term, e.g. helping someone with a long-term illness.

Table 2.3 People with caring responsibilities

	N	%
Yes	127	25
No	362	72
Don't know	3	1
Prefer not to say	11	2
Total	503	100

Base: All Northern Ireland adults (503 weighted)
Numbers may not tally due to rounding

Individuals with caring responsibilities were overrepresented within the 45-54 age bracket and had a higher likelihood of being a parent/guardian, married, or in a civil partnership. 72 per cent of respondents indicated that they did not have any caring responsibilities, while a quarter of respondents acknowledged having such responsibilities.

2.4 Tenure of current home (question 3)

Participants were asked about the tenure of their current homes. Initially, the question included a reference to 'the Housing Executive', but a pre-existing question from YouGov's digital library was ultimately used, with options aligned with those presented in table 2.4. This decision allowed for the question to be utilised as a 'cross-break', enabling the data to be analysed in conjunction with the other survey questions, specifically to examine the relationship between tenure and experiences with ASB. Additionally, based on previous UK-wide opinion polling commissioned by CIH, it was observed that many respondents from NI tend to select 'local authority' even when the Housing Executive is provided as an option. This could be attributed to some individuals still perceiving social homes or the Housing Executive as synonymous with council housing.

Respondents were asked:

Q3. Do you own or rent the home in which you live?

Table 2.4 Tenure of current home

	N	%
Own - outright	171	34
Own - with a mortgage	146	29
Own (part-own) - through shared ownership scheme (i.e. pay part mortgage, part rent)	10	2
Rent - from a private landlord	77	15
Rent - from my local authority	16	3
Rent - from a housing association	21	4
Neither - I live with my parents, family or friends but pay some rent to them	27	5
Neither - I live rent-free with my parents, family or friends	32	6
Other	4	1
Total	503	100

Base: All Northern Ireland adults (503 weighted)
Numbers may not tally due to rounding

As this poll focuses on individual responses, the tenure percentages obtained may not directly align with those derived from household-based surveys. However, they are similar to existing data on tenure. For instance, according to the 2021 Northern Irish Census, the private rented sector accounted for 17 per cent of households, while owner occupation stood at 64 per cent, which is not markedly different from the results observed in this poll.

For those aged 18-34 the picture is mixed, with people variously overrepresented among private renters and those living with parents/family/friends, and to an extent mortgaged homeowners. People aged 35-54 were most likely to own with a mortgage. Intuitively, people working full-time were overrepresented among mortgaged homeowners, and those who own outright were most likely to be aged 55 and over and retired. Homeowners were most likely to be married/ in a civil partnership.

2.5 Tenure of neighbourhood (question 4)

To further understand the relationship between tenure and experiences with ASB, participants were asked about the tenure of their neighbourhood.

Q4. Thinking about homeownership in your neighbourhood... Which, if any, of the following BEST describes your neighbourhood? (Please select one option)

Table 2.5 Tenure of neighbourhood

	N	%
Most of my neighbours owns their home/flat	363	72
Most of my neighbours rents their home/ flat from a private landlord	59	12
Most of my neighbours rents their home/ flat from the Housing Executive or housing association	46	9
Other	4	1
Don't know	32	6
Total	503	100

Base: All Northern Ireland adults (503 weighted)
Numbers may not tally due to rounding

Analysing the responses shows that they reflect the single-tenure nature of many of Northern Ireland's neighbourhoods. People who said their neighbours' homes were of a particular tenure were more likely to have the same tenure themselves. For example, 31 per cent of private renters said most of their neighbours privately rent their homes, compared with 12 per cent of the general population. Similarly, around 85 per cent of homeowners reported that their neighbours also owned their homes, compared with 72 per cent overall. Regional differences are also highlighted - people living in the Belfast council area were more likely to say their neighbours rent their homes.

Four people selected 'other' with two of them citing a mixed-tenure neighbourhood in their response.

2.6 Experience with ASB (question 5)

Participants were asked whether or not they themselves, a household member or a neighbour had been a victim of or had witnessed ASB in the last five years.

Q5. For the following question, by "antisocial behaviour" we mean behaviour by a person which causes, or is likely to cause, harassment, alarm or distress to persons not of the same household as the person.

Thinking about the last five years (i.e., since May 2018) ... Which, if any, of the following statements apply to you? (Please select all that apply. If you have never faced any of these situations, please select the "Not applicable" option)

Table 2.6 Experience with anti-social behaviour

	N	%
I have been a victim of anti-social behaviour in the last five years	76	15
I have witnessed anti-social behaviour in the last five years	156	31
A member of my household has been a victim of/ witnessed anti-social behaviour in the last five years	46	9
A neighbour has been a victim of/ witnessed anti-social behaviour in the last five years	56	11
Don't know/ can't recall	48	10
Not applicable - I, or a household member/ neighbour have NOT been a victim of/ witnessed anti-social behaviour in the last five years	215	43
Prefer not to say	8	2
Total	605	121

Base: All Northern Ireland adults (503 weighted)
Numbers may not tally due to rounding
Percentages tally to over 100 due to multiple answers

15 per cent of respondents said they had been a victim of ASB in the last five years, and 31 per cent had personally witnessed it. In total, and excluding don't know/ prefer not to say, more than three fifths (61 per cent) of responses involved participants, their household or neighbour being a victim of or witnessing ASB in the last five years.

People with significant health problems or disabilities were more likely to experience ASB – more than a quarter (27 per cent) reported being a victim of ASB, compared with 15 per cent of the population.

Private renters were a more likely group to witness ASB, with 47 per cent reporting this compared with 31 per cent of people overall. Furthermore 19 per cent of private renters reported a member of their household as being a victim of/ witnessing ASB compared with nine per cent of people generally.

The groups most likely to report no experience with ASB were people aged 55 and over/ retirees/ people who owned their home outright.

2.7 Location of ASB (question 6)

From this question through to question eight, only people whose response to the previous question indicated that they had experiences of ASB were able to answer, to further explore those events. Participants were asked about the location of the ASB:

Q6. You said that you or someone in your household or a neighbour have been a victim of or witnessed anti-social behaviour in the last five years...

In which, if any, of the following places did the anti-social behaviour take place? (Please select all that apply. If your answers aren't shown in the list below, please type them in the other box provided)

Table 2.7 Location of anti-social behaviour

	N	%
In or around my home	82	35
In my local area	94	41
At my local park or community centre	41	18
In or around my local shops	50	22
In my local town/ city centre	83	36
On public transport	44	19
In or around schools	21	9
In or around my workplace	27	12
Other	7	3
Don't know/ can't recall	2	1
Prefer not to say	1	0
Total	452	196

Base: All NI adults who (their households/ neighbours) have been a victim of/ witnessed ASB (232 weighted)

Numbers may not tally due to rounding
Percentages tally to over 100 due to multiple answers

The top three places where the ASB is reported to have taken place were 'in my local area' selected by 41 per cent of the respondents with ASB experience, followed by 'in my local town/ city centre' at 36 per cent and 'in or around my home' at 35 per cent.

The seven respondents who selected 'other' said the ASB took place:

- In the area where they previously lived
- At shops in another city
- On the road while in a car
- On holiday
- Online (abuse and harassment).

2.8 Nature of ASB (question 7)

Participants were asked about the nature of the ASB they had experienced. The question was worded as follows:

Q7. You said that you or someone in your household or a neighbour have been a victim of or witnessed anti-social behaviour in the last five years...

What was the nature of the anti-social behaviour? (Please select all that apply. If your answers aren't shown in the list below, please type them in the other box provided)

Table 2.8 Nature of anti-social behaviour

	N	%
Criminal damage (e.g., to buildings, vehicles, bus stops, etc.)	70	30
Environmental quality issues (e.g., litter, dog fouling, graffiti/ vandalism, fly tipping, nuisance vehicles, damage to trees or plants, etc.)	106	46
Dealing drugs/ drug abuse	53	23
Offensive drunkenness	68	29
Noise nuisance (e.g., rowdy parties, loud music/TVs, noisy arguments, door slamming, recurrent dog barking, etc.)	103	44
Violence/ threat of violence	67	29
Hate behaviour targeting people because of differences (e.g., race, religion, political affiliation, disabilities or sexual orientation, etc.)	53	23
Intimidation, harassment, verbal abuse, or use of intimidatory language (including by people congregating in groups)	94	41
Begging including loitering around cash machines	45	19
Other	8	3
Don't know/ can't recall	-	-
Prefer not to say	-	-
Total	667	287

Base: All NI adults who (their households/ neighbours) have been a victim of/ witnessed ASB (232 weighted)

Numbers may not tally due to rounding

Percentages tally to over 100 due to multiple answers

The top three types of ASB experienced were 'environmental quality issues' selected by almost half (46 per cent) of the respondents with experience of ASB, followed by 'noise nuisance' at 44 per cent and 'intimidation, harassment and verbal abuse' at 41 per cent. There were identifiable differences based on tenure and region:

- Respondents who are married/ in a civil partnership were underrepresented in those reporting drugs (14 per cent) and violence (19 per cent) - compared with 23 per cent and 29 per cent overall
- People who own their home outright were underrepresented among those reporting noise nuisance (32 per cent) and intimidation/ harassment/abuse (25 per cent) - compared with 44 per cent and 41 per cent respectively of respondents overall
- Mortgaged homeowners were less likely to report experiencing hate behaviour, at ten per cent compared with 23 per cent of respondents generally
- People in the Belfast, Lisburn & Castlereagh areas were more likely to report begging (40 per cent, compared with 19 per cent generally).

Eight respondents chose 'other', giving examples of the ASB and crime experienced:

- Young people urinating in a public place
- Burglary and attempted burglary/theft
- Bank card stolen from the respondent's bag
- Stones thrown at windows
- Setting fire to things and burning out cars
- Paramilitary threats to kill.

2.9 Impact of ASB (question 8)

Respondents were also asked about the impact of the ASB they had experienced. They were asked:

Q8. Still thinking about the anti-social behaviour you or someone in your household or a neighbour have been a victim of or witnessed within the last five years...

Which, if any, of the following ways has this anti-social behaviour adversely impacted your life? (Please select all that apply. If you have never faced any of these issues, please select the "Not applicable" option)

Table 2.9 Impact of anti-social behaviour

	N	%
I have poorer mental health	39	17
I have poorer physical health	20	9
I have considered moving my home/ I have moved home	44	19
I have isolated myself	24	10
I have taken time off work/ studies	11	5
I feel unsafe in my home/ local area	48	21
I don't want to travel to local amenities	29	13
Other	9	4
Not applicable - It has not adversely impacted my life	109	47
Prefer not to say	5	2
Total	338	147

Base: All NI adults who (their households/ neighbours) have been a victim of/ witnessed ASB (232 weighted)

Numbers may not tally due to rounding

Percentages tally to over 100 due to multiple answers

The top three impacts of the ASB that people experienced were feeling unsafe in their local area - with 21 per cent of respondents citing this - followed by moving home at 19 per cent and poor mental health at 17 per cent.

Meanwhile, 47 per cent of respondents said it had not adversely affected their lives. This was highest among people for whom the ASB was less personalised. For example, more than half (52 per cent) of people who had witnessed the ASB said it didn't impact them, compared with around a quarter (26 per cent) of people who were the victims of it.

Analysing the results showed that:

- People who reported having no health problems or disabilities were more likely to say the ASB had no impact on them - at 58 per cent of respondents compared with 47 per cent overall - and they were underrepresented across all impact categories except 'moving home' (although some individual differences are within the margin of error)
- Participants with caring responsibilities were more likely to say they had taken time off work/studies as a result of the ASB, at 13 per cent compared with five per cent of respondents generally
- People who own their home outright were less likely to report poorer mental health due to the ASB - at six per cent compared with 17 per cent overall - and respondents with a mortgaged home were less likely to report poorer physical health, isolation and not wanting to travel to local amenities
- Working class people were more likely to say the ASB had impacted their mental health, at 27 per cent compared with 17 per cent of people overall.

The nine people who selected 'other' responded as follows:

- Afraid to go to work
- Tiredness due to late night incidents
- Changed movements or routine, i.e. when I leave the house and what time
- Concern for neighbour's welfare
- Cost money to repair damage to car
- It happens frequently over the course of a year where I live
- It was offensive
- The person got 40 hours' community service
- The person has been evicted since the incident.

2.10 Definition of 'serious' ASB (question 9)

The subsequent question ten asked people whether they think private renters should be evicted for serious ASB. It is therefore necessary to first establish through question nine what people think constitutes 'serious' ASB i.e., the types of behaviour that is grave enough to warrant eviction, distinct from less serious examples of such behaviour.

From this question and onwards, all participants were polled and not just those who had some experience of anti-social behaviour, in order to explore public attitudes overall.

Q9. Which, if any, of the following would you consider to be 'serious' anti-social behaviour? (Please select all that apply)

Table 2.10 Definition of 'serious' anti-social behaviour

	N	%
Criminal damage (e.g., to buildings, vehicles, bus stops, etc.)	401	80
Environmental quality issues (e.g., litter, dog fouling, graffiti/ vandalism, fly tipping, nuisance vehicles, damage to trees or plants, etc.)	239	48
Dealing drugs/ drug abuse	377	75
Offensive drunkenness	276	55
Noise nuisance (e.g., rowdy parties, loud music/TVs, noisy arguments, door slamming, recurrent dog barking, etc.)	224	45
Violence and, or, threat of violence	408	81
Hate behaviour targeting people because of differences (e.g., race, religion, political affiliation, disabilities or sexual orientation, etc.)	404	80
Intimidation, harassment, verbal abuse, or use of intimidatory language (including by people congregating in groups)	412	82
Begging including loitering around cash machines	142	28
None of these	14	3
Don't know	9	2
Prefer not to say	5	1
Total	2911	580

Base: All Northern Ireland adults (503 weighted)
Numbers may not tally due to rounding
Percentages tally to over 100 due to multiple answers

Six of the nine options had a majority of respondents stating that each represented a form of 'serious' ASB, with five options drawing particularly high support – intimidation/harassment/abuse was selected by 82 per cent of respondents, followed by violence/threats at 81 per cent, hate behaviour and criminal damage each at 80 per cent, and drugs at 75 per cent.

- Retirees, people aged 55 and over, and to an extent homeowners were overrepresented in all categories, while those who have never married and people aged 18-24 and were underrepresented (although the 18-24 age group has a low base of 45 unweighted and 70 weighted)
- People who are married/ in a civil partnership were more likely to say noise nuisance was serious ASB.

2.11 Eviction for serious ASB (question 10)

All participants were asked whether they think private renters should be evicted for serious ASB. The specific question was:

Q10. To what extent would you support or oppose the following statement?

"Private tenants who commit serious anti-social behaviour should be evicted."

Table 2.11 Eviction for serious anti-social behaviour

	N	%
Strongly support	218	43
Tend to support	177	35
Tend to oppose	41	8
Strongly oppose	11	2
Don't know	53	10
Prefer not to say	3	1
Total	503	100

Base: All Northern Ireland adults (503 weighted)
Numbers may not tally due to rounding

The net support for eviction due to serious ASB was 79 per cent (rounded up) compared with ten per cent net opposition.

- Net support was higher among females at 84 per cent compared with 73 per cent of men, and it was also higher among retirees (88 per cent) and people who were married/ in a civil partnership (84 per cent) compared with people who had never married (70 per cent)
- Net opposition was higher among people with significant health problems or disabilities at 22 per cent compared with seven per cent of people with no health problems/ disabilities

- People who were victims of ASB (or a household member was a victim) and those aged 45 and over were overrepresented among those saying they strongly supported the measure, while people aged 34 and under were underrepresented.

2.12 Notice to quit period for ASB (question 11)

For the final question, all participants were asked for their views on what constitutes an appropriate notice period for private tenants to leave their home as a result of committing ASB.

Q11. Thinking about a private landlord evicting a tenant for anti-social behaviour...

What length of notice period would you expect a landlord to provide to a private tenant to leave their property due to anti-social behaviour?

Table 2.12 Notice to quit period for anti-social behaviour

	N	%
Immediately	77	15
One week	82	16
Two weeks	71	14
Three weeks	16	3
One month	150	30
Two months	24	5
Three months	25	5
More than three months	13	2
Don't know	39	8
Not applicable - I would not evict the private tenant due to their serious anti-social behaviour	5	1
Total	503	100

Base: All Northern Ireland adults (503 weighted)
Numbers may not tally due to rounding

More than three quarters (78 per cent) of people expected a notice period of one month or less, with over half of those respondents supporting a period of up to and including two weeks. Only four of the 52 respondents who were opposed or strongly opposed to eviction (question ten) chose 'not applicable - I would not evict', which may suggest less overall opposition to ASB related evictions provided that appropriate notice periods are observed.

People who rent privately were underrepresented in supporting 'one week', with seven per cent of private renters selecting this option compared with 16 per cent of overall respondents.

Part three – Landlord, tenant and council consultation

3.1 Methodology

An online survey was developed for landlords and tenants working and living in the private rented sector (PRS). We also asked participants to put themselves forward for interviews. The key themes addressed in this research were:

- Reasons why shorter notice periods should apply
- What behaviours are deemed 'serious'
- The length of notice that should be given in certain scenarios
- Support or opposition to shorter notice periods for private tenants.

A total 616 respondents took part in the survey, including 220 tenants, 344 landlords and seven environmental health officers from local councils. Renters' Voice and Housing Rights also provided written submissions to the consultation.

14 participants took part in the additional interview research – seven tenants and seven landlords were selected to discuss their experiences of living in and renting out in the PRS through a further 15- to 30-minute telephone interview. Participation in this further, qualitative aspect of the research was incentivised with a £50 shopping voucher.

CIH marketing and social media channels were utilised to promote the survey, and stakeholder engagement was central to marketing it. We would like to thank the following stakeholders for helping us disseminate the survey to tenants and landlords:

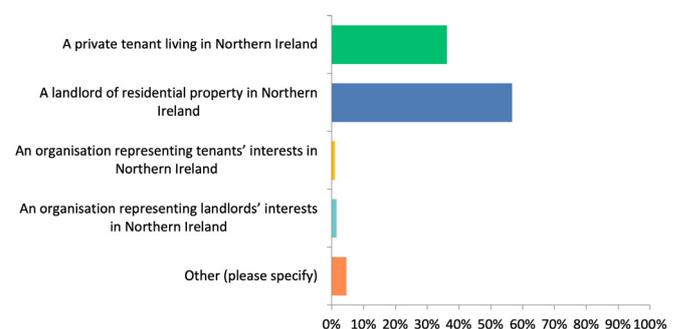
- Renters' Voice
- Landlords Association Northern Ireland
- Department for Communities
- NI Housing Executive (NIHE) Housing Benefit team
- Tenancy Deposit Scheme Northern Ireland
- Smartmove Housing
- Rural Community Network
- Homeless Connect
- Queen's University Students' Union
- MLA constituency offices.

3.2 Role in the private rented sector (question 1)

Question 1 - Are you...

Answered: 607 Skipped: 9

Figure 3.1



A total 616 respondents took part in the survey, of whom 607 identified themselves as follows:

- 220 were tenant respondents (36 per cent)
- 344 were landlord respondents (57 per cent)
- 15 were organisations acting on behalf of either tenants or landlords (two per cent)
- 28 answered 'other' (four per cent) including estate/letting agents, environmental health officers, people living in temporary accommodation, MLAs, ex-landlords and housing market analysts.

3.3 Ranking urgency of notice period issues (question 2)

Question 2 - Below are some reasons for shorter notice periods applying in various countries around the world. Please rank these from one to 11 according to your preference, where one is the most serious/urgent issue for which you think the shortest notice period may apply, and 11 is the least serious issue for which a longer notice period may apply.

Answered: 597 Skipped: 19

Table 3.1

Basic Statistics					
	Minimum	Maximum	Median	Mean	Standard Deviation
Serious anti-social behaviour affecting other tenants and neighbours	1.00	11.00	2.00	2.44	1.81
Serious rent arrears	1.00	11.00	2.00	3.07	2.05
Illegal use of property	1.00	10.00	4.00	3.89	1.71
Serious damage to the property	1.00	10.00	4.00	4.32	1.86
Domestic violence	1.00	11.00	4.00	4.76	2.80
Other relevant criminal conduct	1.00	11.00	5.00	5.42	1.92
Subletting	1.00	11.00	7.00	6.84	1.85
Landlord repossession to occupy the property	1.00	11.00	8.00	7.73	2.06
Landlord repossession to sell the property	1.00	11.00	9.00	8.32	2.13
Landlord repossession to carry out major repairs or redevelop the property	2.00	11.00	10.00	9.13	1.63
Repossession by the mortgage lender	1.00	11.00	11.00	10.07	1.99

Table 3.1 shows the results from the 597 participants who answered this question, sorted by the average ranking given to each option. The standard deviation represents the amount of variation in the ranking given to each option by respondents.

The option that scored the lowest average and is therefore the top reason as to why shorter notice periods should apply is 'serious anti-social behaviour

affecting other tenants and neighbours'. This is closely followed by 'serious rent arrears' and 'illegal use of the property'.

On the other end of the scale, 'repossession by the mortgage lender' is the least supported reason as to why shorter notice periods should apply.

Tenants

The top three reasons selected by the 215 tenant respondents are:

- Serious ASB
- Serious rent arrears
- Domestic violence.

The least serious issues for which a longer notice period may apply are all of those that are circumstances when repossession may be applied either by landlord or mortgage company.

Landlords

The top three reasons selected by the 333 landlords for issuing shorter notice periods to tenants were:

- Serious ASB
- Serious rent arrears
- Illegal use of the property.

Domestic violence is the fifth highest reason given by landlords. At the other end of the scale are the reasons of 'landlord to repossess property to carry out major repairs or redevelop the property' and 'repossession by the mortgage lender'.

Quote: "I chose to rank 'serious rent arrears' first because I will be most impacted by this and will feel the immediate effects. If rent payment is missed, I have to cover it to ensure mortgage payment is made."

Quote: "I ranked 'serious rent arrears' first because it can be very hard to claw back any missed payments and if it continues, you are at risk of losing the house."

Quote: "My reasons for my top three answers of 'serious rent arrears, serious damage to property and subletting' is because I as the landlord would have evidence of these three scenarios and so could implement a shorter notice period to a tenant easier than some of the others listed that would require evidence from other parties."

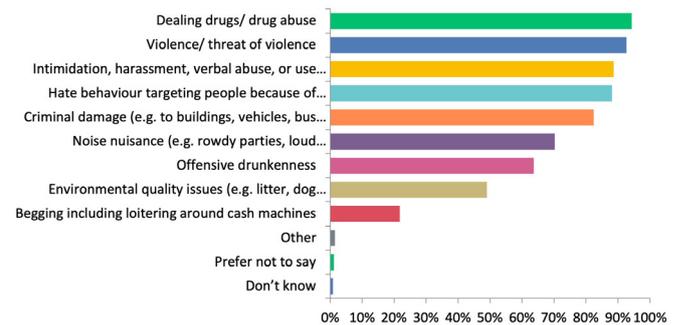
Quote: "There is very clearly defined areas in law that deal with illegal use of property and criminal activity that should make shorter notice periods easier to enforce. Feels harder to impose a rule on landlord issues and rent arrears as there could be genuine reasons why both people's circumstances change overnight."

3.4 Identifying serious ASB (question 3)

Question 3 - Some people talk about 'minor' anti-social behaviours and 'serious' anti-social behaviour. Which of the following would you consider to be 'serious' anti-social behaviour. Please select all that apply.

Answered: 608 Skipped: 8

Figure 3.2



Five options were chosen by more than four in five of all respondents. These were (in order):

- Dealing drugs/drug abuse (94 per cent)
- Violence/threat of violence (93 per cent)
- Intimidation, harassment, verbal abuse, or use of intimidatory language (89 per cent)
- Hate behaviour (88 per cent)
- Criminal damage (82 per cent).

The same top five reasons were selected by both tenant and landlord groups. All but two options (environmental quality issues and begging) were selected by more than half of tenant respondents, and all but one option (begging) were chosen by most landlords.

One telephone interviewee expressed a view about ASB that behaving this way is a choice and represents grounds for "cutting ties" with people quickly.

3.5 Shorter notice for serious ASB (question 4)

Question 4 - Would you support or oppose shorter notice periods for private tenants who commit serious anti-social behaviour?

Answered: 611 Skipped: 5

Table 3.2

Answer choices	Responses	
Strongly support	73.98%	452
Support	20.29%	124
Neither support nor oppose	2.78%	17
Oppose	0.49%	3
Strongly oppose	1.31%	8
Don't know	1.15%	7
Total	100%	611

One respondent interviewed noted that she 'strongly supports' shorter notice periods for ASB and criminal offences, but 'supports' these when it comes to serious rent arrears because the first two reasons will affect neighbours and the community whereas rent arrears only affect the landlord.

3.6 Ascertaining serious rent arrears (question 5)

Question 5 - Some people talk about 'minor' rent arrears and 'serious' rent arrears. Which of the following would you consider to be 'serious' rent arrears? Is it a time frame, monetary amount, late payment, or a mix? Please select all that apply.

Answered: 588 Skipped: 28

Table 3.3

Serious rent arrears is a time frame of..					
	One months' rent arrears	Two months' rent arrears	Three months' rent arrears	More than three months' rent arrears	Total
Please select your answer	9.26% 54	29.85% 174	30.02% 175	30.87% 180	583
Serious rent arrears is a monetary amount of...					
	£500	£1000	£1500	More than £1500	Total
Please select your answer	13.25% 44	34.94% 116	21.69% 72	30.12% 100	332
Serious rent arrears is a late payment of...					
	2 weeks	4 weeks	8 weeks	12 weeks or more	Total
Please select your answer	7.76% 25	16.46% 53	36.65% 118	39.13% 126	322

Out of the 588 participants who answered this question, 99 per cent answered 'serious rent arrears is a time frame of...', while only 56 per cent and 55 per cent respectively indicated serious arrears was a 'monetary amount' or 'late payment'. Serious arrears defined as a time frame of three months' rent or less attracted the highest cumulative number of responses (69 per cent).

Tenants

If we compare the split of answers on the tenant responses, 99 per cent selected an option under 'serious rent arrears is a time frame of...' with 57 per cent choosing 'more than three months' rent arrears'.

43 per cent of tenants responded to 'monetary amount of' and 'late payment of' and the majority chose the highest monetary amount (£1500) and longest number of weeks (12 weeks or more).

Landlords

334 of the 340 (98 per cent) landlords answering this question said serious rent arrears is a time frame, and the most popular responses were two months' arrears (41 per cent) and three months' arrears (32 per cent).

60 per cent defined rent arrears as a monetary amount and most (41 per cent) indicated that £1,000 is a serious amount. 57 per cent answered, 'serious rent arrears is a late payment of...' and 42 per cent choose an eight week delay as constituting serious arrears.

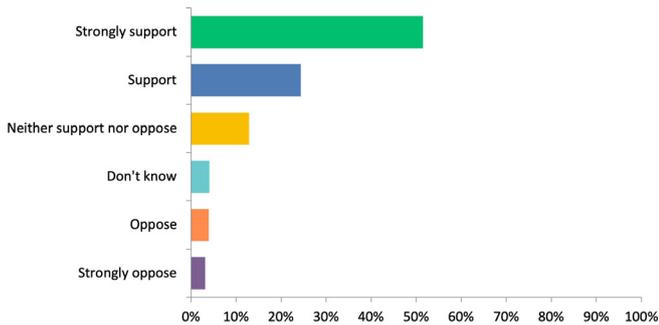
One respondent who opted for 'time frame' commented "this can be subjective based on the landlord's financial situation. It is more important to monitor and measure the frequency of late payments". This point is notable as monthly rental incomes differ as do mortgage repayments required on a property so a monetary value may be hard to measure. It could be suggested late payments of more than eight weeks start to impact landlords.

3.7 Shorter notice for serious rent arrears (question 6)

Question 6 - Would you support or oppose shorter notice periods for private tenants who have serious rent-arrears?

Answered: 606 Skipped: 10

Figure 3.3



606 of the 616 people who completed the survey answered this question. More than half (51 per cent) 'strongly support' shorter notice periods for serious rent arrears, with a total of 76 per cent net support. Seven per cent 'oppose' or 'strongly oppose'.

Tenants

There was a 98 per cent response rate from tenants on this question. The response rate for 'strongly support' was much less than the number of people who chose this option across all respondent groups with only 18 per cent of tenants choosing this option. The most popular option was 'support' with 35 per cent of tenants selecting this option, for a majority (53 per cent) of net support. A quarter (25 per cent) of the 216 tenants who answered selected 'neither support nor oppose'.

Landlords

340 of the 344 landlords answered this question - almost three quarters (74 per cent) chose 'strongly support' with 92 per cent in favour overall. There was only two per cent net opposition to shorter notice periods due to serious rent arrears, while five per cent 'neither support nor oppose'.

Quote: "I selected neither support nor oppose shorter notice periods for those with serious rent arrears because each landlord may be able to cushion a different monetary amount or length of time for arrears to be paid back."

Quote: "I neither support nor oppose shorter notice periods in relation to serious rent arrears because people could prove they are trying to avoid arrears by actively seeking new employment should they have been made redundant."

"I also feel if someone has had a good tenancy for a number of years, should their financial circumstances change and they discuss this with landlord along with the actions they are taking to help compensate their predicament, then is it not fair to issue shorter notice on them."

3.8 Types of criminal conduct for shorter notice (question 7)

Question 7 - What types of criminal conduct do you believe is relevant to qualify for shorter notice periods? Please select all that apply.

Answered: 606 Skipped: 10

Table 3.4

Answer choices	Responses	Count
Using the property for illegal reasons	91.09%	552
Criminal damage to the property	88.94%	539
Letting someone else use the property for illegal reasons	87.62%	531
Violence/ threat of violence	86.14%	522
Hate behaviour targeting people because of difference (e.g. race, religion, political affiliation, disabilities or sexual orientation)	85.15%	516
Criminal harassment	80.20%	486
Drug-related offences	76.90%	466
Domestic violence	63.53%	385
Committing an offence within or near the home	56.11%	340
Alcohol-related offences	54.95%	333
Other	2.15%	13
Don't know	1.16%	7
None of these	0.33%	2
Total	774.27%	4692

The purpose of this question was to gain some perspective on which behaviours respondents classed as criminal conduct that would qualify for shorter notice periods. 606 participants answered this question and the top six options selected were using the property for illegal reasons; criminal damage to the property; letting someone else use the property for illegal reasons; violence/threat of violence; hate behaviour and criminal harassment.

Tenants

When we look at the tenant answers, the same options appear in the top six, but they draw somewhat less support. For example, using the property for illegal reasons drew 91 per cent overall support compared with the tenant response at 83 per cent. Also looking at some of the lower ranked answers, 'drug-related offences' attracted 77 per cent overall support while 68 per cent of tenants supported it.

Landlords

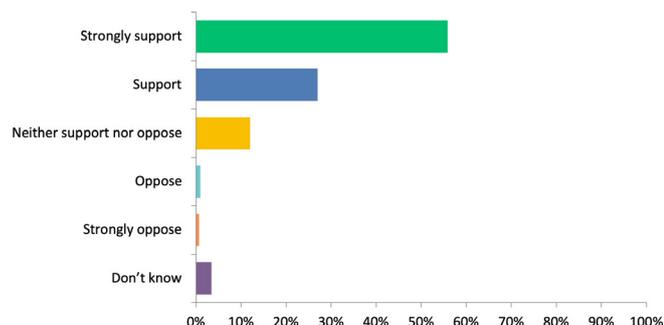
Out of 13 options, ten of them had support of more than 60 per cent of landlords. The top three reasons selected were 'criminal damage to property', 'using the property for illegal reasons' and 'letting someone else use the property for illegal reasons' with over 93 per cent choosing each of these. 83 per cent of landlords chose 'drug-related offences' compared with 77 per cent overall support.

3.9 Shorter notice for relevant criminal offences (question 8)

Question 8 - Would you support or oppose shorter notice periods for private tenants who have committed a relevant criminal offence?

Answered: 607 Skipped: 9

Figure 3.4



This was the last of the questions that address the three areas outlined in the Private Tenancies Act when shorter notice to quit periods may apply. There was a 99 per cent response rate to this question and the summary shows that 83 per cent of all respondents say they 'strongly support' or 'support' shorter notice periods when it comes to private tenants who commit a relevant criminal offence. Less than two per cent 'oppose' or 'strongly oppose'.

Looking at the tenant responses to this question, a total of 72 per cent 'strongly support' and 'support', while 20 per cent responded with 'neither support nor oppose' which is higher than respondents overall (12 per cent).

Comparing landlords' views on criminal offences against other issues giving rise to shorter notice periods, there is slightly stronger landlord support for shorter notice periods for serious ASB. Landlords may see serious ASB as more of a 'black and white' issue, and this was also mirrored in some of the telephone interviews. However, with this cohort, there is still an overwhelming support for shorter notice periods for criminal offences as 91 per cent of landlords 'strongly support' or 'support' this.

Quote: "I selected 'don't know' to the question if I support shorter notice periods for PRS tenants who have committed relevant criminal offence. My reasons for this is if a tenant is paying their rent on time and being a good tenant, do you need to know their business outside of the tenancy agreement?"

Quote: "I would strongly support (shorter NTO periods for serious ASB & criminal offences) because if these behaviours affect the wider circle - neighbours, landlords etc you want to be able to react quickly."

Quote: "In simple terms, if anyone partakes in illegal activities, they should expect repercussions to include eviction from property as soon as possible."

Quote: "Must understand the context to someone in rent arrears and the criminal offence. Cannot have blanket approach to this. A murder conviction is very different to someone who has criminal conviction for drunk and disorderly."

3.10 Length of notice periods by reason (question 9)

Question 9 - What would you consider to be a reasonable notice period for a private tenant to leave their property in each of the below scenarios? Please select the option that is closest to your view.

Answered: 608 Skipped: 8

Table 3.5

	Less than a one week	One week	Two weeks	One month	Two months	Three months or more	Don't know	Total	Weighted average
Serious damage to property	47.11% 285	17.52% 106	15.04% 91	15.04% 91	2.31% 14	1.32% 8	1.65% 10	605	2.19
Illegal use of property	36.96% 224	20.13% 122	15.51% 94	22.28% 135	1.82% 11	1.65% 10	1.65% 10	606	2.43
Other relevant criminal conduct	24.96% 149	21.78% 130	15.58% 93	28.64% 171	1.84% 11	1.17% 7	6.03% 36	597	2.88
Serious anti-social behaviour affecting other tenants and neighbours	17.13% 104	18.45% 112	21.91% 133	35.26% 214	3.95% 24	2.14% 13	1.15% 7	607	3.01
Subletting	25.71% 154	14.19% 85	14.52% 87	32.89% 197	4.67% 28	4.34% 26	3.67% 22	599	3.04
Domestic violence	30.59% 182	14.62% 87	12.10% 72	22.35% 133	3.70% 22	3.03% 18	13.61% 81	595	3.17
Serious rent arrears	5.44% 33	9.72% 59	16.31% 99	44.81% 272	11.86% 72	8.57% 52	3.29% 20	607	3.87
Landlord repossession to occupy the property	2.36% 14	1.85% 11	3.20% 19	28.62% 170	22.39% 133	38.05% 226	3.54% 21	603	4.97
Landlord repossession to carry out major repairs or redevelop the property	1.82% 11	1.99% 12	4.48% 27	25.54% 154	25.04% 151	37.98% 229	3.15% 19	603	4.97
Landlord repossession to sell the property	0.99% 6	0.50% 3	2.64% 16	24.30% 147	22.81% 138	46.78% 283	1.98% 12	605	5.16
Repossession by the mortgage lender	2.32% 14	1.49% 9	3.48% 21	23.55% 142	14.93% 90	39.80% 240	14.43% 87	603	5.24

Table 3.5 displays the summary of all respondents' views on the length of notice that should be issued in the various scenarios raised. The maximum period that reaches a majority of respondent support for each reason are set out below. The scenarios that attracted the most 'don't know' responses were domestic violence and repossession by the mortgage lender, which may reflect particular complexities in those cases.

- Serious damage to property - one week (65 per cent)
- Illegal use of property - one week (57 per cent)
- Other relevant criminal conduct - two weeks (62 per cent)
- Serious anti-social behaviour - two weeks (57 per cent)
- Subletting - two weeks (55 per cent)
- Domestic violence - two weeks (57 per cent)
- Serious rent arrears - one month (76 per cent)
- Landlord repossession to occupy - two months (58 per cent)
- Landlord repossession to repair/redevelop - two months (59 per cent)
- Landlord repossession to sell - two months (51 per cent)
- Repossession by lender - three months or more (86 per cent).

Figure 3.5 - Tenants (Answered: 273; Skipped: 3)

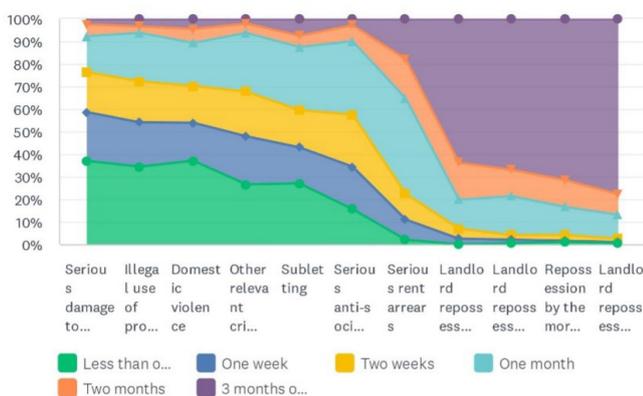
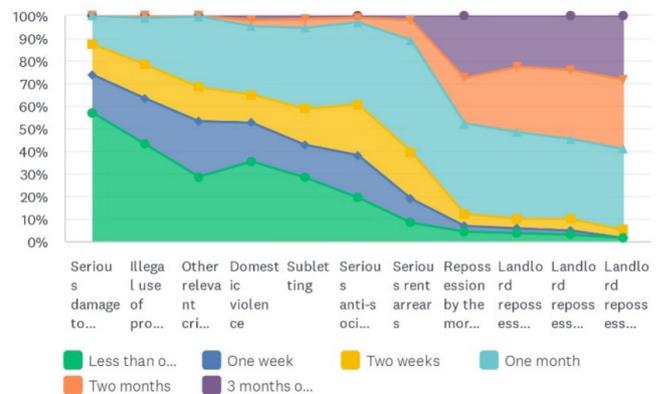


Figure 3.6 - Landlords (Answered: 341; Skipped: 3)



As demonstrated in figures 3.5 and 3.6, tenants and landlords generally agreed on notice period length for the serious conduct issues. More than half of landlords supported less than one weeks' notice for serious damage to the property. However, opinions diverged more substantially on reasonable notice periods for the landlord/lender repossession cases - most landlords supported two months or less, whereas tenants opted for three months or more with a minimum of three fifths of all tenants selecting this option.

Quote: "The longest possible period of engagement should take place for rent arrears, so that the landlord can understand what has happened to cause them and see if the tenant has a plan to repay them. For example, when a child turns 16 benefits decrease which may create a shortfall in rent payment."

Quote: "Any notice period at present in the PRS is going to lead to problems for the tenant finding a new home, as the requirements to secure new properties are crazy, for example six months of bank statements and a guarantor."

3.11 Additional cases attracting shorter notice (question 10)

Question 10 - Are there any additional reasons/cases for which you believe shorter notice periods should apply?

Answered: 150 Skipped: 466

Tenants

19 tenants provided substantive comments and below are some notable additional reasons when shorter notice periods should apply.

- Repeated issues e.g. the tenant has caused problems in the past; repeatedly running into arrears or committing minor offences; pattern of behaviour over time
- Death of the person renting the property, or the person being taken into medical care
- Overcrowding e.g. one family rents a property and other families move in.

Landlords

46 landlords provided substantive comment, some of which fall under the topics already discussed in the survey. For example:

- Serious abuse of landlord or landlord's agents
- Evidence of drug taking or dealing
- Anyone involved in child abuse
- Benefits fraud
- Drug and drink parties and severe disruption to neighbours, especially during the night
- In NI any display of sectarian threats/hatred/targets etc.
- Being verbally / physically abusive / threatening towards the landlord or landlord's family
- If the property was required to urgently house a relative.

However, there were other reasons/cases noted that were not covered in the survey:

- Tenant not reporting maintenance needs meaning a small problem becomes an expensive repair
- Tenant not giving the landlord access to inspect the property
- Breach of duty e.g. tenant not keeping house in a clean and decent order; unauthorised pets; overcrowding
- Death or incapacity of a landlord or tenant
- Animal abuse
- Tenants who cannot be contacted - don't answer the phone, don't return calls or messages.

Three landlords and a tenant shared similar views on domestic violence:

- Domestic violence I feel is a police matter, the crime for which a person may receive a prison sentence must be judged on its own merits
- I have concerns about domestic violence as whilst I would evict a perpetrator without hesitation, I would not wish to leave the victim homeless
- Domestic violence is a serious matter and should be dealt with by the police not the landlord/property owner
- Where domestic violence applies, only the person responsible for the violence should be given the notice.

Quote: "I want to raise a very important point, on the event of a death of either landlord or tenant, there needs to be more guidance and assurance on this topic. I was aware of a case when the tenant died, and the family wanted the body 'home' before funeral but landlord wouldn't allow this. Caused a lot of distress to both parties."

3.12 Evidence on cases attracting shorter notice (question 11)

Question 11 - Do you have any evidence in relation to the issues (serious anti-social behaviour, serious rent arrears, relevant criminal offences) raised in this survey? Examples may be correspondence between landlord/tenant/guarantor, court orders, police incident numbers, correspondence with district councils etc.

Answered: 150 Skipped: 466

Several dozen respondents provided examples of the evidence they felt they had in the instance of serious ASB, rent arrears or relevant criminal offences. Examples of evidence noted were:

- Police incident numbers
- Environmental health officers' records
- Solicitors' records
- Insurance claim paperwork
- Court orders
- Digital correspondence.

Some notable comments are included below.

Correspondence

"Yes, serious antisocial behaviour seriously affecting one of our tenants and her young child, by a neighbour who was renting from another private landlord. Text messages, emails, solicitor's letter."

"Yes, my tenant is in arrears from 2020 when Covid was a pandemic. In 2022 we tried to reach an agreement to repay the arrears. She refused to agree an amount agreeable to me. She then threatened legal action against us."

Police and court information

"Yes, Housing Executive tenant below my flat was anti-social, threatening and harassing my tenant. Police called on a number of occasions."

"Yes, a number of years ago I had to go through the courts in order to take possession back of my property because a tenant had stopped paying rent for over three months and had caused serious damage to the property."

"We had one instance of tenants who did not pay rent or even apply for government assistance when it would have been available to them. They caused significant damage (£2,000+) to the house and using due process it still took us 12+ months to get them removed. ... We did have to get a court order (which they ignored) and were close to 'enforcement of judgements' action but fortunately they left before that. No arrears were recovered. Police were involved too due to the damage to the house but could not collect sufficient evidence to prosecute."

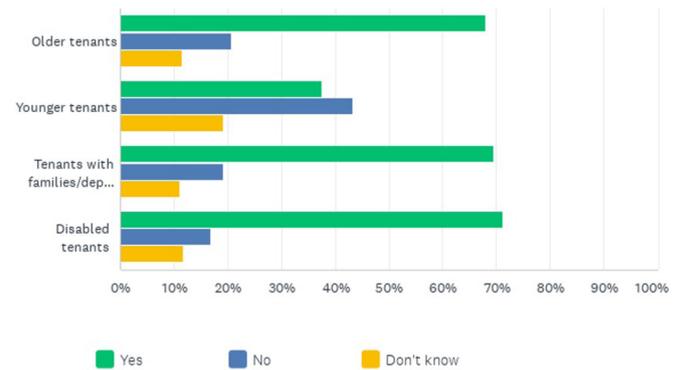
"I have personal experience of a tenant who allowed her two teenage children to hold drink and drug parties and cause havoc to the neighbourhood. The PSNI were pretty powerless to do anything ... Eventually we got a court order which again was worthless as it was another two months before the tenants decided to leave. On leaving they trashed the house and left us with damage of £36,000. We had neighbours phoning at all hours to complain but seemingly nothing could be done about it."

3.13 Adverse impact of shorter notice on vulnerable groups (question 12)

Question 12 - Do you think potential exceptions could have an adverse impact on...

Answered: 563 Skipped: 53

Figure 3.7



Respondents overwhelmingly agree that three out of the four groups we identified would be adversely affected by shorter notice periods. Only 'young people' were thought to be less affected by shorter notice periods, and the comments recorded from the telephone interviews highlight the reasons why as well as wider reasoning behind responses to the poll.

Quote: "I feel that only older tenants could be adversely affected because most wouldn't have the ability to generate more income to cover increased rent. Or most could be living in the area for a long time with a support network in place that helps them in their day-to-day life - resettling somewhere else at a later stage in life could have adverse impact on them."

Quote: "I feel there could be adverse impacts on older people, families and those with disabilities because with there not being a wide selection of properties available at present. People could be forced to move to an area far from children's schools, support network etc. and this would have very adverse effects on them."

3.14 Interest in qualitative research (question 13)

Question 13 - We may want to carry out further research which would involve a discussion with us over a 20-30 minute telephone or video call in return for a £50 shopping voucher. If you are interested, please enter your preferred method of contact below (e.g. email address, telephone number).

Answered: 325 Skipped: 291

Seven tenants and seven landlords were chosen for telephone interviews to enhance the qualitative aspect of the research, gaining further insight on their answers given in the survey and wider views about NTQ and related PRS issues.

3.15 Further comments (question 14)

Question 14 - Please share any other comments you have below.

Answered: 131 Skipped: 485

Tenants

39 tenants took the opportunity to add comments at the end of the survey, which included some common themes and examples of lived experience.

- Notice to quit periods should reflect both the offence/reason and the current housing market/availability. It now takes months for a tenant at no fault to find another home due to prices and availability. As for tenants at fault, it should be a case of "tough luck".
- The current rental market demands reasonable notice periods to avoid overholding. The length of time a tenant has resided at a property makes no difference to their ability to secure alternative accommodation, adequate notice isn't an earned benefit it's a necessity.
- There is a major shortage of houses to rent (last viewing had over 90 applicants). Especially for anyone who is disabled or elderly. Landlords know this and shoot the prices through the roof for one level accommodation. Not been allowed to keep indoor animals. For disabled or elderly, it could be there only companion left.
- I'd like to protect vulnerable tenants, especially disabled. Exemptions should apply to neurodiverse tenants, e.g. autism, severe mental health problems. Equally it is important to respect the property and the neighbours.
- I am being evicted by my landlord at the minute. I'm disabled. There's no one to help me.

- Having been given notice to leave my home after 16 years for it to be sold was the most stressful thing. It has taken me six months to recover. The property is still empty.
- Family and I went through a no-fault eviction in 2021. We are a family of six and had been tenants at the same property for 12 years and seven months. We had no rent arrears, took excellent care of the property as we saw it as our home, no antisocial issues and were described as the perfect tenants. But when the landlord wanted her property back, we were treated terribly. We were given 12 weeks' notice and when we hadn't vacated in that time, we were then immediately inundated with solicitor's letters and an attitude from the landlord that we were not looking hard enough for alternative accommodation. It was her property and she wanted it back, after 12 years she didn't care that we had nowhere to go. There was no suitable accommodation, we were applying for houses that weren't even suitable for us because we were that desperate. No social housing available and it seemed no rights as long term private tenants.
- The local councils are supposed to have rental properties inspected by the officers who work for them. Each property is supposed to have a certificate to say that it is fit to be lived in. The housing market is in a bad state because these inspections haven't been carried out.

Landlords

78 landlords took the opportunity to add a comment at the end of the survey, some of which are collated below.

- I believe that no matter what length the tenancy is, eight weeks' notice is adequate. The rental market is very fluid and, in my experience, looking to move into a new rental property longer than two months lead time is not something a prospective landlord is willing to accommodate.
- I'm concerned about the proposed longer periods for longer term tenants. I believe that three months is an adequate period to allow tenants to find alternative accommodation and I would be in favour of longer notice periods for tenants where they are being asked to leave as the landlord requires it for a different use. My only concern is that I do not have the financial resources for a tenant not to pay the rent.
- Please also consider the long legal process which may take up to six months to evict a tenant who is engaging in anti-social behaviour, criminal activity or deliberately not paying rent. The balance is changing far too much in the tenant's direction.

- Some of the items listed in the survey are really matters for the police not the landlord hence I have positioned them accordingly in the priority list.
- Domestic violence is listed in this survey as a reason for notice to leave a property. However, as the victim of domestic violence would not be expected to be given notice to leave a property, the survey should make the distinction between perpetrator and victim.
- In relation to domestic violence, I based my answer on removing the violent partner and issuing a new contract to the victim.
- I feel eviction due to arrears requires additional financial support from governments to support tenants and/or landlord for tenants in financial difficulties.
- I think for rent arrears it should remain at one month - the reason being that by the time notice is served, court date issued, hearing taken place etc. this most likely turns into three to four months which increases the arrears big time. Also it is hard when people are on housing benefit and it is being paid direct to the landlord - I had many years ago 36 change of circumstances letters advised to me and turned out back-dated with large debt added to the rent account. I know this is another issue, but it does cause arrears with landlords having to go for repossession as the tenant isn't able to clear or agree to clear the arrears.
- You have combined major repair with redevelopment. I would split them. If a major repair is necessary, then out of necessity a short notice period may be the only option. However, for redevelopment that may be planned - a much longer notice period should be given.

Quote: "I feel eviction arising due to arrears, requires additional financial support from government to support tenants and landlords who find themselves in this situation. If someone was to act as an 'intermediary' between landlord and tenant, this may be useful when a difficult financial situation arises. For example, on UC/NIHE application forms it could state 'in the event of arrears, do you give permission for us to discuss this with your landlord on your behalf'."

Quote: "I am in my 40s and a long-term tenant but I feel very vulnerable about my situation in the current market. I feel any tenant given short notice in this climate will be forced to 'overhold' as it is near impossible to find another property quickly."

Part four – Recommendations

4.1 Introduction

The authors have considered the findings from the three parts of the research and have developed proposals for exceptions to notice to quit (NTQ) periods for landlords in the NI private rented sector, taking account of human rights and equality legislation and implications for both tenants and landlords. We also consider how potential exceptions may impact on more vulnerable tenants, for example older and younger tenants, tenants with families and tenants with disabilities.

From a legal standpoint, state intervention in the contractual notice period is a form of "control of use" under Article 1, Protocol 1 of the European Convention on Human Rights (ECHR), which safeguards property rights. While it is unlikely that the court would deem the proposed statutory notice periods as violating the Convention, it will carefully consider the specific circumstances to determine if they are compatible.

An illustrative example is the case of *Spadea and Scalabrino v Italy* [1995] ECHR 35, where the court took into account that emergency laws allowing for delayed possession had exceptions in cases of rent arrears or urgent landlord requirements for possession. While exceptions can be advantageous within a legal context, it is crucial to provide landlords with reassurance that they can regain possession of their property within reasonable timeframes in the limited instances where issues arise. Previous CIH surveys regarding extensions of notice periods have revealed support for longer notices, contingent on the reason behind the notice.

In terms of how these exceptions might be framed in a contract-based system like that of Northern Ireland, in these recommendations we refer to the Law Commission for England and Wales "Renting Homes" report of 2006 as a considered position.

The authors do not believe a NTQ extension would be appropriate in the cases outlined below and we provide periods we believe would be appropriate for each exception.

Reason for notice	Minimum notice required
Serious anti-social behaviour including property damage	Two weeks
Substantial rent arrears	One month
Relevant criminal offence	Two weeks
Repossession for occupation by the landlord's immediate family	Three months

4.2 Recommendation 1 - Serious anti-social behaviour including property damage

Notice period: Two weeks

Anti-social behaviour (ASB) is a complex issue requiring a range of solutions. We advocate a balanced approach that both supports residents and tenants affected by ASB and provides perpetrators with the opportunity to change their behaviour.

Removal of security of tenure may not provide additional incentives for positive behavioural change; intervention can be effective where appropriate support is provided, rather than the tenancy threatened. Nevertheless, in serious cases, ending the tenancy may be a proportionate response in which case a longer NTQ period would not be appropriate.

In the case of property damage, a tenant is normally responsible for taking proper care of the property; fixing any damage to the property caused by behaviour or negligence; keeping the interior of the property in reasonable decorative order; and not carrying out alterations to the property without the landlord's permission.

Most tenants take good care of properties. Accidents do happen and tenants should have an opportunity for restitution in relation to any damages. However, in cases where the tenant has intentionally or recklessly caused serious damage, a longer NTQ period would not be appropriate and may store up more problems to address at the end of the tenancy.

The Department for Communities (DfC) may by regulations specify an alternative period for a landlord's NTQ, in the circumstance where the tenant, or a member of the tenant's household, has engaged in serious anti-social behaviour in, or in the locality of, the dwelling-house. This is provided by article 14 paragraphs (5) and (6)(b) of the Private Tenancies Order 2006 (PTO) as amended.

We propose that the **below conduct be defined as 'serious' ASB** for the purposes of an exception to NTQ in Northern Ireland, in which case we propose a minimum of **two weeks' notice to quit** from the landlord:

- Using or threatening to use violence
- Creating a risk of significant harm to other lawful residents of the dwelling-house, neighbours or the landlord/agent including their contractors/employees, including through:
 - o Serious threats, intimidation and harassment
 - o Hate behaviour targeting people because of differences
- Intentionally or recklessly causing serious damage to the dwelling-house, any contents belonging to the landlord (including safety equipment), or property in the locality of the dwelling-house
- Renting out the dwelling-house to a third party without the landlord's authorisation ('subletting')
- Using or threatening to use the dwelling-house or any common area for criminal purposes, including production or trafficking of illegal drugs.

Our proposals are based on approaches taken elsewhere and the results of the stakeholder survey and opinion poll:

- More than three quarters of the NI public and survey respondents identified most of the above as examples of 'serious' ASB, and "Renting Homes" defined much of it as prohibited conduct
- Net support for shorter notice periods due to serious ASB was 79 per cent and 94 per cent for the NI public and survey respondents respectively (in the latter case 99 per cent of landlords and 91 per cent of tenants were in support)
- Notice periods outside NI for this kind of conduct ranged from immediate termination to one month
- A majority (57 per cent) of survey respondents supported a notice period of two weeks or less for serious ASB affecting other tenants and neighbours (this was supported by 61 per cent of landlords and 58 per cent of tenants)
- 45 per cent of the NI public expect a notice period of two weeks or less from a landlord evicting a tenant due to ASB.

Should a landlord need to go to court to evict a tenant for ASB, the evidence that would be required by landlords to justify tenancy termination could include the below:

- Correspondence including text messages and emails e.g. with the tenant, solicitor, environmental health officer etc.

- Court order
- Police incident number
- Insurance claim paperwork
- Photograph of damage.

Much of this potential evidence was flagged through the stakeholder survey. It should be noted that all the jurisdictions we reviewed outside NI were silent on the evidence requirements surrounding eviction due to ASB. It appears the standard approach is to allow the parties to present their case, which is decided on the balance of probabilities according to court and tribunal processes in each country or region.

4.3 Recommendation 2 - Substantial rent arrears of at least two months' unpaid rent

Notice period: One month

Evidence to be provided with NTQ:

A statement of the amount due

Additional requirements: The notice should contain a statement that the tenant has the option to prevent termination by settling the outstanding rent, including any additional amount that has become due, by the specified termination date. If the tenant fulfils this requirement on or before the termination date, the notice would be considered invalid.

In cases of rent arrears, good housing management involves early intervention from the landlord to attempt to address the problem and sustain the tenancy. Tenants should be given the opportunity to pay the arrears (which may include an agreed repayment plan) and be referred to housing/debt advice and income support information. However, if arrears persist and become serious, a longer NTQ period would not be appropriate.

When confronted with significant rent arrears, extended notice periods can result in landlords receiving minimal or no rental payments. This situation creates a potential accumulation of prolonged debt recovery procedures with uncertain outcomes, posing challenges not only for tenants but also for individual landlords who heavily rely on rental income to meet financial obligations.

DfC may by regulations specify an alternative period for a landlord's NTQ, in the circumstance where the tenant is in substantial arrears of rent. This is provided by article 14 paragraphs (5) and (6)(a) of the PTO.

We propose that the definition of ‘substantial’ rent arrears for the purposes of an exception to NTQ be where **at least two months’ rent is unpaid**. In this case, we propose a minimum of **one month’s notice to quit** from the landlord. We base this on approaches taken outside NI and the results of the stakeholder survey:

- Serious rent arrears defined as a time frame of three months’ rent or less attracted the highest cumulative number of responses (69 per cent) – the most popular individual option for landlords was ‘two months’ (41 per cent) compared with ‘more than three months’ for tenants at 57 per cent
- Two months’ arrears plus one month’s notice would limit arrears to three months within the statutory notice period
- “Renting Homes” defined serious arrears as at least two months’ unpaid rent (where the rental period is a month)
- More than three quarters (76 per cent) of survey respondents supported shorter notice periods due to serious rent arrears, comprising 92 per cent of landlords and 53 per cent of tenants
- Notice periods outside NI for serious arrears ranged from immediate termination to 28 days, although in some cases there is a requirement for an additional warning period in advance of the notice
- More than three quarters (76 per cent) of survey respondents supported a notice period of one month at most for serious rent arrears (this was supported by 89 per cent of landlords and 65 per cent of tenants).

Furthermore, for this NTQ to be valid we propose it includes a statement that the tenant has the option to **prevent termination by settling the outstanding rent**, including any additional amount that has become due, by the specified termination date. If the tenant fulfils this requirement on or before the termination date, the notice would be considered invalid.

Should a landlord need to go to court to evict a tenant for substantial rent arrears, the evidence that would be required by landlords to justify tenancy termination could include the tenancy agreement, a statement of monies owed and supporting documentation such as bank statements.

4.4 Recommendation 3 - Relevant criminal offences

Notice period: Two weeks

Shorter notice periods for cases involving criminal offences works towards maintaining the safety and well-being of other tenants and the surrounding community by allowing swift action to address any criminal behaviour that may pose a risk of harm. Shorter notice periods enable landlords to take prompt measures to protect their property and minimise potential damage or disruptions caused by criminal activities.

DfC may by regulations specify an alternative period for a landlord’s NTQ, in the circumstance where the tenant, or a member of the tenant’s household, is convicted of a relevant criminal offence. This is provided by article 14 paragraphs (5) and (6)(c) of the PTO.

We propose that **offences resulting from the reasons below be defined as ‘relevant’** for the purposes of an exception to NTQ in Northern Ireland, in which case we propose a minimum of **two weeks’ notice to quit** from the landlord:

- Using the property for illegal reasons
- Letting someone else use the property for illegal reasons
- Criminal damage to the property
- Violence or threat of violence
- Hate behaviour targeting people because of difference
- Criminal harassment
- Production or trafficking of illegal drugs.

In the stakeholder survey, most of both tenants and landlords believed the above to be types of criminal conduct relevant enough to qualify for shorter notice periods. 83 per cent of respondents supported shorter notice for private tenants who have committed such an offence (91 per cent of landlords and 72 per cent of tenants).

A large majority of both landlords and tenants supported two weeks’ notice at most for these types of offences. Notice periods outside NI for criminal conduct ranged from immediate termination to 20 days.

4.5 Recommendation 4 - Additional notice to quit exceptions

DfC may by regulations add to the list of exceptions to NTQ. This is provided by article 14 paragraph (9) of the PTO. We propose the below for further consideration.

Repossession for occupation by landlord's immediate family

Notice period: Three months

Evidence to be provided with NTQ: A statutory declaration stating the name of the person who will reside in the property, their relationship to the landlord and the planned date of occupation. The declaration should be signed before a person commissioned to administer oaths.

One of the most common reasons for NTQ in the small number of landlord-led terminations in Northern Ireland are landlords wanting to regain the property for their own use or the use of their family.¹⁸⁵

Notice periods outside NI for occupation by the landlord range from 60 to 224 days. In the stakeholder survey, a notice period of two months at most garnered the highest level of support from landlords (77 per cent), whereas only one third (33 per cent) of tenants expressed support for this timeframe. Most respective tenants and landlords were in favour of a minimum notice period of three months or longer.

Legal advice in connection with the Private Tenancies (Coronavirus Modifications) Regulations (Northern Ireland) 2021 stated that if notice periods were to be extended beyond 12 weeks, an exception should be considered for a landlord who needs to live in the dwelling-house.

We propose a minimum period of three months' notice from the landlord for reason of occupation by the landlord or their immediate family. This would balance the right of the landlord to retake possession against the time needed for the tenant to secure a suitable alternative, while giving due respect to the balance of right to family life as provided by Article 8 of the ECHR and Schedule 1, Part 1, Article 8 of the Human Rights Act 1998.

For this NTQ to be valid, it should be accompanied with legal assurance that the landlord or their family intends to occupy the property in good faith. We suggest this could be a statutory declaration stating the name of the person who will reside in the property, their relationship to the landlord and the planned date of occupation. The declaration should be signed before a person commissioned to administer oaths.

4.6 Impact of shorter notice periods on vulnerable people

Victims of domestic violence

Due consideration should be given to the potential impact of a shorter NTQ for serious ASB and criminal offences on the victims of domestic violence. Domestic violence is a gendered crime - the actions of a perpetrator, most of whom are men, could result in a shorter NTQ under the proposed exceptions, affecting the female victim and any dependents and putting them at risk of homelessness.

One way of addressing this is through a legislative condition deeming the NTQ to be invalid if it arose from an act caused by a perpetrator of domestic violence, which is an approach taken in Victoria, Australia. However, a more holistic approach could be a provision enabling a tenancy in the perpetrator's name to be transferred to the victim should she wish to remain in the home, or alternatively removing the perpetrator as a party of a joint tenancy, while evicting him in line with exceptions. Provision of specialist advice and support in facilitating positive outcomes is crucial.

People with disabilities and caring responsibilities

Disabled people and people with caring responsibilities are inclined to consider notice periods as too short. Private rented accommodation may offer fewer adaptations for disabilities than the norm, making it harder for disabled people to secure suitable alternative accommodation.¹⁸⁶ Therefore, people with disabilities who are given shorter notice periods may be disproportionately affected in the time taken to find another home.

That said, our research shows that people with significant health problems or disabilities were more likely to experience anti-social behaviour. Providing a mechanism to remove perpetrators of serious ASB in more appropriate timescales may proportionally benefit disabled people.

Low-income households - younger and older people

People who are unemployed are more inclined to perceive notice periods as insufficient. This likely stems from limited alternative housing options due to the repercussions of recent welfare system changes and reduced help with housing costs. The local housing allowance's "shared accommodation rate" specifically restricts choices for younger, single individuals with low incomes. Additionally, some people face challenges securing private rented accommodation due to their receipt of benefits.¹⁸⁷

¹⁸⁵Perry (2021), p.42

¹⁸⁶Perry (2021), p.42

¹⁸⁷ibid

A significant barrier is the requirement of providing a deposit (and advance rent) to secure a new property, the cost of which has risen alongside increasing rents in recent years. Shorter notice periods imposed by landlords can hinder people's ability to gather the necessary funds, especially when financial resources are limited, increasing the risk of homelessness. Older people reliant on the state pension may not have the ability to quickly generate such resources. It will be important that people receiving NTQ are referred to housing and welfare advice/support.

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