



Chartered
Institute of
Housing
Northern Ireland

Private rented tenancies in Northern Ireland and 'notice to quit' periods

November 2021



Department for
Communities
www.communities-ni.gov.uk

Acknowledgements

This research was commissioned by the Department for Communities (DfC). The Chartered Institute of Housing (CIH), who carried out the research, would like to thank everyone who was involved for their advice, support and contribution. In particular we would like to thank:

- The tenants and landlords who took part in the online CIH survey and participated in the interviews
- Eilish O'Neill, Conrad Murphy and the team at the private rented branch (DfC) who provided invaluable advice and guidance
- Izzy Cater, Hannah Gussinklo and the team at YouGov who led the fieldwork and provided data on the public opinion research.

John Perry CIHCM

Heather Wilson CIHM

Sam Lister CIHCM

Justin Cartwright Cert CIH

Contents

Acknowledgements	2
Introduction	5
Part one - Notice to quit in Northern Ireland	6
Notice to quit	6
Tenancy security and comparisons with other systems	6
Review of the private rented sector	7
Proposals for change	7
Existing evidence on notice to quit	8
Sources of information	10
Part two - Notice to quit periods: international comparisons	11
Overview	11
Case study: Germany	12
Case study: Australia	12
Case study: Canada	13
Case study: Republic of Ireland	14
Case study: Scotland	15
Case study: England & Wales	16
Sources of information	17
Annex: Tabular summary of types of tenancy and termination rules in different countries	18
Part three - European Convention on Human Rights: protection of property and 'control of use'	22
Background to the convention	22
Admissibility	22
Article 1, protocol 1: protection of property	23
Potential for article 1 protocol challenge	23
Assessing the margin of appreciation	24
The principle of proportionality	25
Case on control of use: examples where states have breached the convention	25

Part four - New research: experiences of notice to quit in Northern Ireland	27
Introduction	27
Opinion research	27
Methodology	27
Last time leaving a private rented property (question 1)	27
How private tenancies end (question 2)	28
Typical length of private tenancies (question 3)	28
Why tenancies end - tenant-led reasons (question 4)	29
Why tenancies end - landlord-led reasons (question 5)	30
Length of notice period and securing suitable alternative accommodation (question 6)	30
Tenure of current home (question 7)	31
Cost of current home (question 8)	32
Characteristics of current home, and whether currently experiencing NTQ (question 9)	32
People living with health problems and disabilities (question 10a)	33
People with caring responsibilities (question 10b)	33
Qualitative research with landlords and tenants	33
Methodology	33
Tenant survey and interview findings	34
Landlord survey and interview findings	35
Annex: tenant survey results	36
Annex: landlord survey results	39
Part five - Conclusion	42

Introduction

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

- what existing evidence tells us about notice to quit (NTQ) periods and their equivalents in Northern Ireland (part one of this report) and outside Northern Ireland (part two)
- information on the European Convention on Human Rights (ECHR) as it relates to the research (part three), and
- new research into how and why private tenancies end in Northern Ireland and the typical length of tenancies (part four).

Research team members conducted evidence reviews while undertaking new research through public polling, online surveys and interviews. The methodology for the new research is outlined at the beginning of each section in part four.

The core of this research deals with NTQ periods and tenancy security. Nevertheless, there are other concerns that interconnect with NTQ and will therefore be touched upon throughout. Such concerns include practical ones for stakeholders, such as whether NTQ periods offer sufficient time for tenants to secure suitable alternative accommodation and whether there are barriers to accessing accommodation that need to be addressed.

Other interconnected concerns are of a legal nature such as rent control, which joins NTQ as a form of 'control of use' under the 'protection of property' article of the ECHR. Therefore, it is helpful to consider case law around it, to ensure that our policy recommendations for change to NTQ do not violate the convention.

Throughout this report we use the term NTQ, which in UK landlord and tenant law has a technical meaning – the formal common law procedure for terminating a periodic tenancy which is served on the first or last day of the period (whether weekly, monthly, quarterly etc). Statute has intervened to set a minimum notice period of four weeks where the period of the tenancy is less (see below). In this report we also refer to NTQ in a wider sense to mean any legal procedure where the service of a notice (in whatever form the law requires) is itself sufficient to end a tenancy. In other words, the landlord or tenant does not have to give a reason and prove a specified ground for serving it. We use NTQ throughout this report in both senses even if the law for the specific procedure being referred to uses a different name.

Part one – Notice to quit in Northern Ireland

Notice to quit

The period of notice required by landlords and tenants to validly end a private tenancy is set out in article 14 of the Private Tenancies (Northern Ireland) Order 2006. The notice was originally four weeks, but from 30 June 2011 was amended for tenancies longer than five years' duration as set out below. This amendment was made by the Housing (Amendment) Act (Northern Ireland) 2011.

- 4 weeks' notice, for tenancies up to 5 years' duration;
- 8 weeks' notice, for tenancies longer than 5 years and up to 10 years' duration;
- 12 weeks' notice, for tenancies longer than 10 years' duration.

The notice must be in writing. The required notice period has been temporarily extended to 12 weeks for all tenancies until 30 September 2021, by The Private Tenancies (Coronavirus Modifications) Regulations (Northern Ireland) 2021.

If the notice is given during a periodic tenancy, neither party needs to give a reason. The only requirements are that the relevant notice period is observed and that the notice is in writing, as above. After the NTQ period has ended the tenancy, if the tenant remains in the property it is unlawful for the landlord to enforce his or her right to recover possession except via court proceedings – this is set out under article 56 of The Rent Order 1978.

If the notice is given during a fixed-term tenancy, there are contractual and legal implications. For example, if the tenant wants to end the tenancy before the end of the term the deposit would typically be lost and the tenant continues to be liable for rent for the remainder of the term, unless the landlord agrees to accept the surrender of the tenancy. If the landlord wishes to terminate the lease, s/he can only do so in accordance with a term in the agreement which expressly states that the s/he can retake possession (a right to re-enter/forfeiture). By article 55 of the Rent Order the landlord can only enforce this right through a court order which is usually only granted if the landlord serves notice, can show the term has been broken, and the court agrees it is just and equitable to end the tenancy. Most agreements contain standard clauses whereby the tenant forfeits the lease for rent arrears, property damage or anti-social behaviour. But if these are absent (usually because there is no written agreement) the tenant can remain in possession until the end of the term.

In all cases if NTQ has not been properly served by the landlord, the judge will likely dismiss a possession case. A NTQ is only required to terminate a periodic tenancy and not to end a fixed-term tenancy (which automatically ends once the end date is reached), but it is accepted good practice that the landlord should notify the tenant at least 28 days before the term ends that they do not intend to renew the tenancy.

Tenancy security and comparisons with other systems

Part two of this report outlines the experience outside Northern Ireland and internationally with notice periods and tenancy security in the private rented sector (PRS). Approaches vary greatly from one jurisdiction to the next, with levels of security ranging from low to high. The countries that afford greater security do so through options including fixed-term, open-ended and indefinite tenancies; longer notice periods to end a tenancy; and by limiting the circumstances under which a landlord may terminate a tenancy.

Comparing Northern Ireland with these jurisdictions (see Annex: Tabular summary of types of tenancy and termination rules in different countries) and considering NTQ within the context of the legal framework, the authors consider that the level of security provided in Northern Ireland is low.

The reasons for this are threefold. First, fixed-term tenancies are typically short, normally for an initial period of 12 months, or a default six months if the term is not stipulated in the tenancy agreement. Second, no-grounds termination is allowed for periodic tenancies. Third, the typical length of tenancies falls short of five years as indicated further below, and only four weeks' notice is required in these cases. The current move to increase the minimum NTQ period to two months for tenancies lasting longer than 12 months is acknowledged.

Furthermore, the statutory framework for NTQ and tenancy security is very light. This leaves much to the determination of common law largely through freedom of contract, even though balance of power issues arise. For example, in periodic tenancies, tenants who try to enforce the landlords' repairing obligations under the lease or the law could put themselves at risk that the landlord will respond by serving a notice to quit (so called retaliatory eviction).

Review of the private rented sector

The “Review of the role and regulation of the private rented sector” was a discussion paper published by the then Department for Social Development in November 2015. The aim of the review was to identify “where improvements can be made to help make the private rented sector a more attractive housing option”. It is recognised that the PRS has an important part to play in meeting people’s housing requirements; the tenure has grown to over 17 per cent of Northern Ireland’s housing stock according to the House Condition Survey 2016.

Tenancy management was a key consideration in the paper, which posed the question “Are the current notice to quit periods appropriate?” to which 78 per cent of respondents answered “Yes”. Some of the written answers to this question focused on the 2011 change outlined above, which was deemed to provide greater security for longer term tenants. Other responses stated that current notice was not always given by tenants.

Written responses disagreeing with the question cited longer notice periods observed in Britain and Ireland, as well as the impact of short notice periods on a tenant’s ability to secure suitable alternative accommodation.

Other relevant questions posed, and their responses were:

- Do you agree that longer-term tenancies are a good thing? 71 per cent answered yes, 29 per cent answered no.
- Is the current eviction process fit for purpose? 14 per cent answered yes, 86 per cent answered no.
- Do you agree there should be an alternative means to resolving disputes other than small claims court action? 91 per cent answered yes, nine per cent answered no.

Proposals for change

The second stage of the review was the subsequent consultation document “Private rented sector in Northern Ireland - Proposals for change” published by the Department for Communities in January 2017. This proposed several tangible changes, including to increase the minimum NTQ period from four weeks to two months for tenancies lasting longer than 12 months.

The consultation document also proposed to:

- seek to introduce legislation for a fast-track eviction scheme which may include mandatory grounds for possession and provide appropriate safeguards to ensure fairness, and

- examine the financial case for establishing an independent housing panel for Northern Ireland.

The departmental response to this consultation showed 65 per cent of respondents supported the proposal to extend the NTQ period to two months, while 35 per cent were not in favour. The department summarised:

“There were mixed responses to this proposal with those in support saying that this would give a more adequate period for tenants to find alternative accommodation and those against concerned that landlords may then ask for 2 months’ rent in advance making accessibility to the PRS even harder for tenants.”

Presently, the departmental position is as follows:

“The Department considers that the notice to quit period landlords have to give tenants should be extended.

“The Minister in a statement to the Assembly in November 2020 expressed her intention to extend the notice to quit, and to consider if it was possible to extend it to 6 months.

“We have commenced a consultation process to gauge the implications of this and views of the sector around this proposal.

“Until this has been completed the Department will proceed with the proposal extending the notice to quit period a landlord is required to give to 8 weeks. A provision for the Department to change the NTQ period to 6 months or a period less than that will also be provided in legislation to allow time for further policy development and a public consultation process around the 6 months NTQ to gauge the implications of this and views of the sector around this proposal.

“Given the concerns around affordability and in order to mitigate against landlords charging 8 weeks deposit which would make access to the PRS even more difficult for those on low income the Bill will introduce an offence for a landlord to charge a deposit of more than 1 months’ rent.”

Meanwhile, 100 per cent of respondents agreed with the proposal concerning an independent housing panel; in response the department cites ongoing work to inform the decision on a future panel. 84 per cent of respondents supported the proposal for fast-track eviction, while 16 per cent did not. The department states they have been gathering more evidence on this proposal.

Existing evidence on notice to quit

In general, the PRS is one of the less well researched parts of Northern Ireland's housing system. It can be difficult obtaining sufficient response rates to surveys forming part of PRS research. The House Condition Survey has been one reliable source of information on the PRS; most recently the 2016 survey was used to identify private tenants to participate in PRS research that year, which covered their experiences of living in the sector. This included questions on reasons for leaving their previous accommodation, as well as the length of time in their current and previous homes.

Reasons given by private tenants for leaving previous accommodation

This research does not offer a complete view of NTO reasons. For example, two-thirds of respondents (66 per cent) rented privately before moving to their current home, but the remainder did not. Therefore, reasons for leaving previous accommodation also capture social housing and owner-occupation/living with family, albeit in the minority.

The most common reason these private tenants gave for leaving their previous accommodation were:

- family/personal reasons, such as change of household size or moving closer to family/friends (36 per cent)
- reasons relating to the accommodation, for example its size, state of repair and cost (32 per cent)
- reasons relating to area/neighbourhood, principally wanting to 'move to a better area' (ten per cent)
- security of tenure reasons, for instance the landlord terminating the tenancy (nine per cent)
- work/study reasons (three per cent), and
- other reasons (11 per cent).

These results are broadly comparable to those from previous research in 2012, the sample for which was derived from the House Condition Survey 2011. The biggest difference from 2012 is the fall in work/study reasons, which is down by seven per cent. Family/personal reasons and security of tenure reasons are both up by four per cent, while reasons relating to the accommodation are down by four.

The 2016 survey also reported 83 per cent of respondents saying they expected to be able to stay in their property for as long as they wanted. This was down from 91 per cent in 2012.

Private tenants' length of time in current and previous homes

Table 1.1 summarises 2016 respondents' length of time in their previous accommodation, together with the 2012 data for comparison. For the same reason as above, this does not offer a complete view of the average length of private tenancies as one-third of respondents were not private renters in their previous home.

Table 1.1 **Length of time in previous accommodation**

	Length of time in previous accommodation (two-thirds majority PRS)	
	2016 (%)	2012 (%)
Less than 6 months	4	9
6 months or more but less than 1 year	25	21
1 year or more but less than 3 years	32	28
3 years or more but less than 5 years	14	14
More than 5 years	25	29

Percentages may not tally due to rounding

Source: <https://bit.ly/3B5RWEI> (table 6) and <https://bit.ly/3wGrk9O> (table A12)

The earlier 2012 research also sought the length of time respondents had lived in their current private rented accommodation, summarised below alongside earlier 2006 data.

Table 1.2 **Length of time in current accommodation**

	Length of time in current accommodation (PRS)	
	2012 (%)	2006 (%)
Less than 6 months	17	18
6 months or more but less than 1 year	9	18
1 year or more but less than 3 years	33	30
3 years or more but less than 5 years	17	9
More than 5 years	24	26
Can't remember	0	< 5

Percentages may not tally due to rounding

Source: <https://bit.ly/3wGrk9O> (table A13)

Landlords' data on evictions and tenancies ended / not renewed

Recent research also includes the Survey of Private Landlords 2019, published in October 2020. This sample was not derived from the House Condition Survey, but from various bodies who hold contact details of private landlords.

18 per cent of respondents said in the past five years that they had evicted, not renewed or ended the tenancies of tenant/s who paid all of their rent themselves or who received housing benefit; the most common reason was "rent arrears caused by reasons other than welfare changes", followed by "damage caused to the property/furnishings" and "nuisance caused to other neighbours".¹

A further two per cent said they had done so in the past two years for tenant/s who received the housing costs element of universal credit, but the numbers were too small to analyse the reasons.

Number of people experiencing NTO

While an incomplete view, the above data supports a view of the PRS as a relatively transient tenure, where tenancies largely end due to a variety of tenants' own reasons. Security of tenure issues – such as evictions and non-renewal/cessation of tenancies by landlords – appear to play a small role in the overall reasons behind NTO, in relative terms.

In quantitative terms, there were 136,000 private rented households in 2016 according to the House Condition Survey, against the abovementioned 20 per cent of landlords and nine per cent of tenants surveyed who report security of tenure or landlord-initiated reasons for leaving the home. This may amount to a sizeable number of tenants experiencing NTO at any one time.

In 2019-20, over 2,300 households presented to the Housing Executive as homeless due to loss of rented accommodation.² While this also includes loss of social rented accommodation, there is of course no requirement for private tenants to approach the Housing Executive for help with rehousing. Therefore, this number captures some private tenants experiencing NTO, but it will underestimate the total.

Likewise, data sourced from Housing Rights shows that there were over 3,000 client cases that included a NTO issue between 2018/19 and 2020/21. As figure 1.1 shows, the number of these cases rose to an average of 100 per month in 2020/21. The rise is possibly due to clients seeking clarification of the legislative changes brought about due to the

pandemic. Over the same three-year period there were an additional 1,200 cases from landlords, featuring a sharp rise in cases during 2020/21.

Figure 1.1 NTQ issues - Housing Rights clients 2018-2021

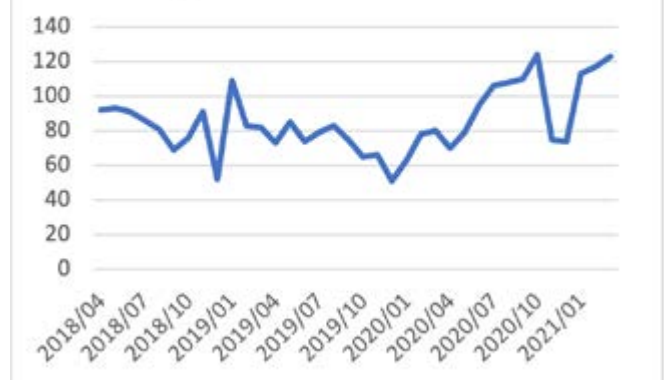
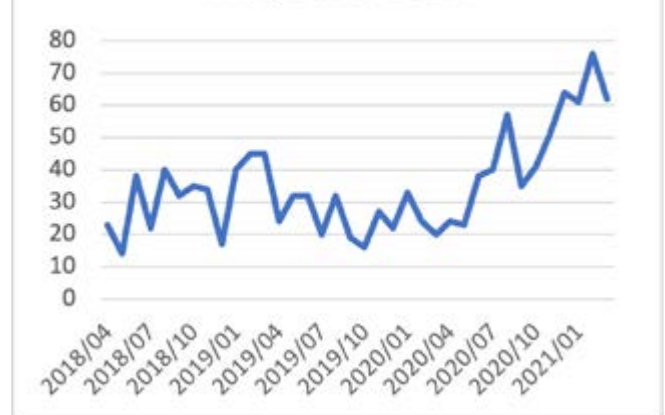


Figure 1.2 Landlord cases NTO 2018-2021



Finding alternative accommodation

Housing Rights research published in the past year highlights some of the reasons that clients are refused a tenancy or have their options restricted when seeking alternative accommodation. Fundamentally, this can add to the time taken to find new accommodation, especially in markets with supply constraints. Low-income, and younger people are particularly affected.

A primary barrier is the need to provide a deposit and rent in advance, which in some cases resulted in clients "losing access to a PRS property simply because they were not able to access a means to

¹<https://bit.ly/3riHQz1> (tables 8.17-8.24; 8.51-8.58; 8.75-8.78)

²<https://bit.ly/3xKPKjK> (table 3.8)

pay the deposit or rent in advance, even when the landlord was willing to let to them"³. Shorter notice periods will impact people's ability to raise such funds where they have limited means to do so.

Some clients report being refused PRS accommodation due to being in receipt of benefits. One research participant stated: "...one house I went to see was actually done nicely and didn't need no work or nothing done til it... and then I said I wanted it - but they said they'll not take anyone on benefits!"⁴ About one fifth (19 per cent) of landlords responding to the 2019 private landlords survey said they would not let (or continue letting) to tenants in receipt of housing benefit, or the housing costs element of universal credit.⁵

Advisors also cite cases where people have reported being refused properties because of their age and because they have pets:⁶

"We're getting calls from people under 25 where they've been refused a [PRS] tenancy because of their age - from the ones I know of don't think it even reached the stage of asking for a guarantor or checking affordability - there was a refusal right off simply because of their age."

"I know it's probably minor, but I still think the pets thing is a big issue - NIHE tenants are generally allowed one pet without the need for permission but that's not necessarily the case in the PRS where a lot of properties specify 'no pets'. We talk to loads of people who would rather be on the streets than go into a hostel and lose their dog or cat - and others who find it really difficult to find a PRS landlord who will accept pets."

The availability of accommodation that is affordable was also an issue for clients in the research. The local housing allowance 'shared accommodation rate' particularly restricts options for younger, single people with low incomes.

This all highlights the importance of ensuring that notice periods and the statutory framework offer people tenancy security in the first instance and followed by a reasonable period for which to seek alternative accommodation that is suitable for their circumstances.

Sources of information

DSD (2015) Review of the Role and Regulation of the Private Rented Sector. Belfast: DSD.

DSD (2016) Summary of Responses to the Review of the Role and Regulation of the Private Rented Sector Discussion Paper. Belfast: DSD.

Gray, P., McAnulty, U., Shanks, P. (2014) Living in the Private Rented Sector: The experiences of tenants. Belfast: NIHE.

McAuley, M. (2020) Preventing Homelessness and Sustaining Tenancies in the Private Rented Sector: Scoping Project. Belfast: Housing Rights.

McAuley, M., Creighton, S. (2021, forthcoming) Avoiding the revolving door: Is the private rented sector in Northern Ireland suitable for discharging the homeless duty? Belfast: Housing Rights.

NIHE (2016) Private Tenants Survey 2016. Belfast: NIHE.

NIHE (2019) Survey of Private Landlords 2019. Belfast: NIHE.

³<https://bit.ly/3wIFWpl> p.23

⁴ibid p.29

⁵<https://bit.ly/3kzq4tJ> p.43-45

⁶McAuley and Creighton (2021, forthcoming)

Part two – Notice to quit periods: international comparisons

In considering international experience with tenancy security and notice periods in the private rented sector, it is useful to look at two broad categories of examples: countries whose legal systems are similar to Northern Ireland (the UK and 'Old Commonwealth' countries) and countries with roughly similar social economies (European countries). In this section we look at the following countries in these two categories; in all cases the notice to quit and other relevant arrangements are summarised in the Annex table, and some countries are then examined in more depth in the case studies.

UK and 'Old Commonwealth' countries: Australia, Canada, England & Wales, Republic of Ireland, Scotland, New Zealand

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

In countries such as Australia and Canada with federal governments, there can be differences between provinces/states; these are broadly summarised in the table and dealt with in more detail in the case studies.

Overview

It is important to note that notice periods for ending PRS tenancies are merely the sharp end of processes by which tenancies can be brought to an end: they sit within legal frameworks offering greater or lesser degrees of security for tenants. Notice periods therefore need to be viewed in the context of each administration's overall legal framework for tenancies and their security in the PRS.

There is a spectrum of tenancy arrangements in different countries, ranging from the 'high security' to the 'low security', of which notice periods are one element. At the 'high security' end of the spectrum, conditions approximate to the 'lifetime tenancies' by which social tenancies in the UK are sometimes known, the presumption being that a tenancy is open-ended, tenants will stay in their homes for long periods and their stay can only be ended by the landlord under specific and limited circumstances. While in these cases notice periods may well be longer than average, they are simply one facet of a system built around security for the tenant.

At the other extreme are tenancies which last for short, fixed terms, or which exist on a weekly or monthly renewable ('periodic') basis, and where 'no grounds' evictions are possible or even common. Such tenancies are inherently insecure, but longer

notice periods can ameliorate this insecurity. In contrast, short notice periods added to short tenancies create particular uncertainty in tight rental markets where an alternative letting may be hard to find.

Between these two extremes on the spectrum, there are countries which have long, fixed-term tenancies or which offer a mix of tenancy types with different levels of security. In the table, we have attempted to summarise the level of security of each administration's tenancy arrangements and where they sit on the spectrum, but although the categorisations are based partly on some of the comparative studies cited as sources, they are also subjective and should be used only as a rough guide.

It is notable that 'no grounds' evictions are uncommon and becoming rarer still. European countries largely prohibit them. Scotland led the way in reforming their tenancy conditions in 2017, followed by Victoria in Australia and New Zealand (both apparently prompted by the Scottish example) and possibly by England if the [Renters' Reform Bill](#) eventually becomes law. Even so, Scotland provides no fewer than 18 grounds on which eviction may still take place, whereas other countries provide far fewer grounds, in some cases excluding grounds such as the sale of the property (i.e. the assumption is the new owner acquires the existing tenancy).

It can be seen that notice periods vary widely, from a few days to several months. Nevertheless, there are some common features about procedures for ending tenancies, for example eviction usually requires confirmation by a judicial body, whether a court or a tribunal (the difference between the two also varying widely).

One other contrast is between countries where tenancy law is a complex legacy of decades of legislation (such as Germany and England) and those where there has been recent reform and simplification, usually favouring greater tenant security (e.g. Wales, Malta, New Zealand, parts of Australia).

Details of all countries examined can be seen in the Annex table that follows the case studies.

Case study: Germany

Some countries that afford greater security do not use fixed terms to do so, but instead use tenancy agreements that last for no fixed period. One such country, Germany, has a very large rental market, accounting for about 40 per cent of households. A fixed-term tenancy can be created only if the landlord can demonstrate that they need the premises after the term for their own housing, a family member or employee or for structural alterations, demolition or commercial use; otherwise, tenancies are open-ended. Furthermore, only in very limited circumstances can landlords evict tenants. Tenants in Germany therefore enjoy considerable stability and assurance in their living arrangements. They tend to move house less than their UK counterparts: on average, every 11 years compared to only 2.5 years in England. On the other hand, set against these advantages, longer-term tenancies in Germany can make it difficult for first-time tenants to access new rental properties.

Tenancies can be ended by tenants by giving (in most circumstances) three months' notice. Tenancies can be ended by landlords via one of two procedures, an 'ordinary' or an 'extraordinary' notice.

Ordinary notices

Ordinary notices apply only to indefinite contracts and only if the landlord can prove a 'justified interest'. A justified interest exists if:

- the tenant has culpably and non-trivially violated his contractual duties, or
- the landlord needs the premises for himself, members of his family or of his household, or
- the tenancy contract prevents the landlord from making appropriate commercial use of the premises, or
- the tenancy covers part of a property shared with the landlord and the landlord requires additional space.

If an unlimited lease is ended using an ordinary notice, the notice period depends on how long the contract has been in place: it is a minimum of three months for leases that have run for less than five years, a minimum of six months for contracts five to eight years old, and a minimum of nine months for longer contracts. (The tenant on the other hand need give only three months' notice, which is not related to how long they have lived in the property.)

One commentator on Germany's tenancy laws says: 'The emphasis of these rules tends to strongly favour the security of the tenant, offering them a longer period over which to find alternative suitable accommodation - and to manage any associated changes to employment or other circumstances.'⁷

Extraordinary notices

A landlord who wants to terminate the tenancy without notice needs a compelling reason, which is normally a fundamental breach of contract by the tenant, e.g. at least two months' rent arrears, illegal use of the property, damage, unauthorised subletting, etc. Then, termination is only permitted after a warning notice has produced no response. The landlord can give notice only within a reasonable period after an event that warrants it (e.g. significant anti-social behaviour), and it cannot be based on an event that occurred more than six months beforehand. Extraordinary termination is not subject to a notice period; the tenancy ends immediately, subject only to a time period of up to two weeks to vacate the dwelling.

Rules to reduce tenant hardship

Extra protection is provided by rules allowing the tenant to object to termination of a tenancy if it would result in unjustifiable hardship for the tenant, their family or another member of their household. The emphasis of these rules tends to strongly favour the security of the tenant, offering them a longer period over which to find alternative suitable accommodation. The tenant may demand continuation of the tenancy and the court may agree, or it may defer termination for up to a year. Rules also prevent eviction of a tenant in order to get another who pays a higher rent. Also, if the property is sold, the existing lease is not terminated and it remains binding on a new landlord.

Case study: Australia

Australia has a sizeable and growing PRS, covering 27 per cent of households. Tenancies are usually for six or 12 months in the first instance, then afterwards they can be renewed on the same basis or can continue as periodic (weekly or monthly) tenancies. Outside the fixed term, a tenant can be asked to vacate with only limited notice and in most of Australia there is no landlord obligation to give reasons for the decision. Recent reforms in Victoria change this and are described in more detail.

Notice periods: tenant leaving the tenancy

In fixed-term tenancies, tenants must give notice if they want to leave at the end of a rental agreement (lease). In New South Wales (NSW), the notice period is 14 days and in Victoria it is 28 days. Otherwise, tenants can only give notice in limited circumstances without being judged to have abandoned the property and having to compensate the landlord. The

⁷Davies, W., Snelling, C., Turner, E., and Marquardt, S. (2017) Lessons from Germany: Tenant power in the rental market. London: IPPR.

notice periods in such circumstances vary from no notice if the property becomes unusable to 21 days if the landlord increases the rent (NSW).

In periodic tenancies, the tenant must also give notice (21 days in NSW, 28 days in Victoria), reduced to two weeks in certain cases or even to no notice in domestic violence cases.

Notice periods: landlord seeking possession

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

- A 'no grounds' repossession (allowable except in Victoria and Tasmania) which requires the landlord to give the tenant written notice of between 42 days and 26 weeks depending on the jurisdiction.
- Where a property is being reposessed for sale and occupied under a periodic contract, the specified notice period is generally 30-60 days.
- Repossession for breach of tenancy conditions generally requires two weeks' notice.

Reformed tenancy conditions in Victoria

In Victoria, tenancy law was recently reformed, and is therefore of particular interest as the aim was to strengthen tenant security. A key change was to bring an end to 'no grounds' repossessions in most cases (they still apply at the end of a tenancy's first fixed term). The new notice periods which apply to landlords seeking possession, starting from March 2021, are these:

- If a 'no grounds' notice is given at the end of a first fixed term, the notice period is generally 60 days prior to the end of the fixed term for a tenancy of less than six months and 90 days for longer tenancies.
- For other cases, whether at the end of another fixed term or otherwise, the notice must relate to one of an extensive list of reasons for repossession, and ranges from immediate notice to 60 days. For example:
 - Immediate notice for serious damage or seriously endangering neighbours
 - 14 days' notice for rent arrears of two weeks or more, illegal use of the property, subletting without consent, etc.
 - 28 days' notice for having a pet where this is not permitted
 - 60 days' notice for other legitimate reasons such as sale of the property, redevelopment, the landlord's family members moving in, etc.

- The landlord can obtain the property for their own use with only 14 days' notice at the end of a fixed term, but only if this was specified when the fixed term began.

What is the process for eviction? In order to evict a tenant, the landlord must do the following:

- Issue and serve a notice to vacate on the tenant
- If the tenant does not move out of the premises by the date on the notice to vacate, apply for a possession order from the tribunal
- Attend a hearing in relation to the application and establish that the notice was validly given and the reasonable and proportionate test is satisfied (the tribunal can delay possession on grounds of hardship to the tenant using this test)
- Obtain a possession order
- If the tenant fails to comply with the order, purchase a warrant and have the warrant executed by the police (thereby removing the renter from the premises).

Case study: Canada

Canada also has a sizeable PRS, accounting for about 30 per cent of households, although this proportion is falling slightly rather than rising. One feature of the sector is a substantial purpose-built stock which might today be called 'build to rent'. These are multi-unit buildings, all rented, which now comprise slightly less than half the PRS throughout Canada and more than half in the largest cities.

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. There are, however, variations: examples are given here of two different regimes.

Tenancy conditions in Ontario

Tenancies in Ontario can be of any length, but most are fixed-term and for one year. They cannot be terminated by the landlord at the end of the term except for specified reasons. If a lease is not renewed by the landlord, it does not end but reverts to a monthly or weekly periodic tenancy depending on when the rent is paid.

A fixed-term tenancy can be ended by the tenant giving 60 days' notice before the expiry of the term. For periodic tenancies, tenants must give 60 days' notice for a monthly tenancy and 28 days' notice for a weekly tenancy. There are provisions for 28 days' notice periods in certain cases such as domestic abuse.

Landlords have a substantial list of reasons which they can give for ending a tenancy, with notice periods ranging from very short (no notice or a few days' notice where the tenant is at fault) to very long (120 days). Here are some examples:

- Non-payment of rent – seven days (weekly tenancy) or 14 days (longer tenancies).
- Anti-social behaviour affecting other tenants – 20 days.
- Landlord intends to occupy the property – 60 days.
- Extensive repairs requiring the property to be empty – 120 days (tenants may be entitled to compensation and/or the right to return to the unit).

If the tenant does not move out, the landlord must apply for an eviction order to a tribunal, which will hold a hearing and decide if the tenancy should end. An eviction order can only be enforced by the sheriff.

Tenancy conditions in Newfoundland

Fixed-term tenancies, which can be for up to one year, can be terminated at the end of the term by giving two months' notice (tenants) or three months' (landlords). For a periodic tenancy, the landlord may give three months' notice to terminate a monthly tenancy at any time, and four weeks for a weekly tenancy. The equivalent notice periods for a tenant are one month and one week, respectively. No reasons need be given in these cases.

Terminations in other cases such as failure to pay rent require much shorter notice periods – a matter of a few days to a few weeks. For example, a landlord can end a periodic tenancy if a rent payment is 15 days late with just ten days' notice to vacate premises.

Case study: Republic of Ireland

About 19 per cent of households in Ireland rent privately. Rules about security of tenure were reformed in 2004, producing a system of [what has been called](#) 'stunning complexity... [which] means that landlords and tenants struggle to identify and interpret relevant legal rules.' The distinctive cyclical restrictions on tenancy terminations (called 'Part 4' tenancies) are the most notable feature of that reform. The 2004 legislation set a four-year cycle, but this was extended to six years in 2016.

In Ireland, tenancies often have a short, fixed term (six months) that restricts termination by landlords and tenants. After the first six months, the tenancy becomes a 'Part 4 tenancy' and during the next five years and six months termination is allowed only on prescribed grounds. After that, the landlord may terminate the tenancy within six months by giving a notice with the reason for termination (not limited

to the usual prescribed grounds). Otherwise, the tenancy continues as a 'Further Part 4 tenancy', which may be terminated on prescribed grounds only. The period of notice varies according to the length of the tenancy.

Tenant notice periods

A tenant can terminate a tenancy (whether fixed-term or periodic) without giving a reason, observing the following notice periods.

Length of tenancy	Required period of notice by tenant
Less than 6 months	4 weeks (28 days)
6 months or longer but less than 1 year	5 weeks (35 days)
1 year or longer but less than 2 years	6 weeks (42 days)
2 years or longer but less than 4 years	8 weeks (56 days)
4 years or longer but less than 8 years	12 weeks (84 days)
8 years or longer	16 weeks (112 days)

Source: www.citizensinformation.ie/en/housing/renting_a_home/types_of_tenancy.html

Landlord prescribed grounds and notice periods

The prescribed grounds that a landlord can use to terminate a 'Part 4 tenancy' are these:

- The tenant has breached their responsibilities.
- The tenant has not paid their rent.
- The property is not suited to the tenant's needs.
- The landlord requires the property for personal or family use.
- The landlord wants to sell the property within nine months of the termination date.
- Significant refurbishment of the property is planned.
- The use of the property is changing.

Landlord notice periods are longer than those for tenants, after the initial six months.

Length of tenancy	Required period of notice by tenant
Less than 6 months	4 weeks (28 days)
6 months or longer but less than 1 year	12 weeks (90 days)
1 year or longer but less than 3 years	17 weeks (120 days)
3 years or longer but less than 7 years	25 weeks (180 days)
7 years or longer but less than 8 years	28 weeks (196 days)
8 years or longer	32 weeks (224 days)

Source: www.rtb.ie/ending-a-tenancy/notice-periods-that-a-landlord-should-give

If a tenant is not fulfilling his or her obligations, only 28 days' notice is required, regardless of length of tenancy. Furthermore, where there is serious anti-social behaviour or where the fabric of the property is threatened, only seven days' notice is required.

In cases of rent arrears, a landlord must notify the tenant in writing of the amount owed and give 14 days for payment, after which the 28 days' notice applies. These periods for rent arrears are currently extended due to coronavirus.

Case study: Scotland

Scotland has a relatively small PRS, accounting for less than 15 per cent of households. As of December 2017, under the Private Housing (Tenancies) (Scotland) Act 2016, the Private Residential Tenancy (PRT) replaced the previous assured and short assured tenancy agreements for all new tenancies granted in Scotland.

Under a PRT, a landlord must use one of 18 grounds for eviction and provide evidence. They can no longer make 'no grounds' evictions. Depending on the length of the tenancy and the eviction ground being used, the landlord will have to give either 28 days' or 84 days' notice. The notice period is 28 days for all grounds if the tenant has been in the property for less than six months or if one of the conduct grounds applies (for example, rent arrears). Otherwise, it is 84 days.

A tenant who wants to leave must give at least 28 days' notice.

There are eight mandatory grounds on which a landlord can obtain possession (that is, if the grounds are held to apply by the tribunal, eviction must take effect):

1. Landlord intends to sell the let property
2. Let property to be sold by lender
3. Landlord intends to refurbish the let property
4. Landlord intends to live in the let property
5. Landlord intends to use the let property for non-residential purpose
6. Let property required for religious worker
7. Tenant has a relevant criminal conviction
8. Tenant is no longer occupying the let property

The following grounds are discretionary, i.e. the tribunal decides if eviction is reasonable:

9. Landlord's family member intends to live in the let property
10. Tenant no longer needs supported accommodation
11. Tenant has breached a term of the tenancy agreement
12. Tenant has engaged in relevant antisocial behaviour
13. Tenant has associated in the let property with someone who has a criminal conviction or is antisocial
14. Landlord has had their registration refused or revoked
15. Landlord's HMO licence has been revoked
16. An overcrowding statutory notice has been served on the landlord

There are then two further grounds which can be either mandatory or discretionary:

17. Tenant is in rent arrears over three consecutive months
18. Tenant has stopped being – or has failed to become – an employee.

Case study: England & Wales

In England & Wales, the default form of tenancy is an assured shorthold tenancy (AST) (but only as long as the dwelling is the tenant's only or principal home). ASTs can be fixed term – often six or 12 months, or periodic – weekly or monthly but in either case the landlord cannot use the notice-only procedure during the first six months.

Some fixed-term contracts contain a break clause which allows either party to end the contract early by giving notice. However, if the landlord operates the break clause or the fixed term ends by the passage of time a statutory periodic tenancy immediately comes into effect; the landlord must then get a court order to end the tenancy. In any other case the landlord can only end a fixed term before it expires if the agreement allows re-entry/forfeit for a breach, and s/he uses one of the statutory grounds (see the section 8 procedure). The only real advantage the landlord gains from a fixed term is that the tenant remains liable for rent for the whole of the term.

Under a monthly periodic tenancy, a tenant can leave at one month's notice, and under a weekly or fortnightly tenancy, at four weeks' notice.

The landlord has the right to end an AST without reason if they give two months' notice (a section 21 notice) and obtain a court order. The notice cannot be served during the first four months of the tenancy and it cannot be used to get a court order for the first six months (or before the end of the fixed term if this is longer than six months). The notice is only valid if it is properly served and even if it has been, it is invalidated if the landlord failed to comply with various requirements either during the tenancy or when it was created, such as:

- failing to protect the deposit, or demanding non-allowable payments to create the tenancy
- not providing the tenant with required documentation (e.g. gas safety, energy performance, '[how to rent](#)' booklet)
- the local authority has served an improvement notice on the landlord in the last six months or the tenant made a complaint in writing before the notice was served and the landlord has failed to respond; or
- (where applicable) the dwelling requires a licence as a house in multiple occupation but the landlord does not have one.

A section 21 notice is only properly served if it is in the [form required by regulations](#) and contains the expiry date, or if the tenancy is for a fixed term it expires after the end of the fixed term.

Alternatively, a section 8 notice can be used to terminate an AST when a tenant has breached the contract or fallen into rent arrears. The notice must

be in the form prescribed by regulations otherwise the court can refuse to give possession – although it has discretion to dispense with it where it is fair to do so. There are currently 21 statutory grounds, ten where the court must give possession if the ground is proven ('mandatory' grounds), and 11 others where the court can grant possession if it thinks it is reasonable (discretionary grounds). There are three rent arrears grounds only one of which is mandatory – where there are at least two months' arrears. The main grounds for issuing a section 8 notice when the tenant is not in rent arrears are:

- The house is being repossessed by the mortgage lender. (The landlord is required to have advised the tenant of this possibility before the tenancy began) (mandatory).
- The terms of the tenancy agreement have been breached by the tenant (discretionary).
- The tenant has caused damage to the property through their own neglect, or through the actions of someone living with them (discretionary).
- The tenant has received a conviction because the property has been used for illegal activities (either depending on conditions).
- The tenant is causing a nuisance to neighbours (either depending on conditions).
- The tenant has been found to have given false information when entering into the tenancy (discretionary).

Depending on the reason for eviction, a section 8 notice can be given to a tenant for a period of two weeks, four weeks or two months, after which time the tenant will be asked to leave.

Planned reforms in England

Under the proposed [Renters' Reform Bill](#) 2019-2020, changes would make the rental market fairer and more effective, by improving security for tenants and giving them powers to hold their landlord to account. In turn, the Bill also seeks to strengthen the rights of landlords who need to gain possession of their property when they have a valid reason to do so.

The Bill includes measures to remove section 21 of the Housing Act 1988 and abolish no-fault evictions, while providing landlords with more rights to gain possession in legitimate circumstances through reform of current legislation. The Bill also introduces a lifetime deposit scheme. The most notable change for landlords will be the abolition of section 21 notices. The new framework will mean that tenants cannot be evicted without good reason and it aims to provide tenants with more stability by removing the fear of having to make alternative plans at short notice.

To ensure landlords still have the ability to secure possession, the government proposes to strengthen

the existing process of eviction under section 8 and make the grounds to evict more inclusive and accessible. It will give landlords more rights to gain possession where there are legitimate reasons e.g. if they want to sell the property or move in themselves. Improvements will be made to accelerate the section 8 eviction procedure and keep costs down.

Planned reforms in Wales

In 2016 the Welsh Government passed The Renting Homes (Wales) Act with the aim of making renting simpler and easier, based on proposals from the [Law Commission Report \(No 297\)](#) in 2006. Once implemented, the changes will apply to virtually all rented properties in Wales. The provisions are likely to be introduced during 2022. The key changes include:

- The minimum notice period that a landlord has to give a contract holder under 'no fault' grounds (currently a 'section 21 notice') will be extended from two to six months.
- A landlord will not be able to give such a notice until six months after the contract starts.
- A landlord will not be able to give such a notice unless they have complied with certain obligations, including registration, licensing and deposit protection rules.
- Landlord break clauses will only be able to be incorporated into an occupation contract if the contract has a fixed term of two years or more. A landlord will not be able to exercise a break clause within the first 18 months of occupation.

Note there are particularly strict standards relating to the landlord/letting agent's management of the property. Landlords who manage their own agreements must comply with these or appoint a managing agent that does (and all letting agents must be licensed). For a simple guide see the CIH housing rights [web page](#).

Wales originally intended to end 'no fault' evictions but after representations now plans to keep them, but with an extended notice period (six months).

Sources of information

Here are some of the sources used in compiling this summary.

The most comprehensive but also complex description relating to EU countries is provided by the TENLAW project (Tenancy Law and Housing Policy in Multi-level Europe). Its website has both overarching reports and very detailed reports on each EU country.

Other sources which compare different countries include:

Bennett, M. (2016) 'Security of Tenure for Generation Rent: Irish and Scottish Approaches', in Victoria University of Wellington Law Review pp 363-384, (2016) 47(3) (available at SSRN: <https://ssrn.com/abstract=2914694>).

Davies, B. et al (2017) Lessons from Germany: Tenant power in the rental market. London: IPPR.

Kath, S., Kochan, B. (2011) Towards a sustainable private rented sector: The lessons from other countries. London: LSE.

Martin, C., Hulse, K, Pawson, H. (2018) The changing institutions of private rental housing: an international review. Australia: Australian Housing and Urban Research Institute.

Morris, A., Hulse, K., Pawson, H. (2021) The Private Rental Sector in Australia: Living with Uncertainty. Switzerland: Springer.

Whitehead, C. (2012) The Private Rented Sector in a New Century: A Comparative Approach. Denmark: Boligøkonomisk Videncenter.

Annex: Tabular summary of types of tenancy and termination rules in different countries

Country	Types of tenancy	Grounds for termination by landlords	Notice periods for termination by landlords	Terminations by tenants	Tribunal or other arrangement	Level of security
Australia	Short (6-12 months), fixed-term and periodic tenancies	Prescribed grounds at any time. No-grounds termination allowed once fixed term has ended (except in Tasmania and Victoria)	Vary by state. Range from: <ul style="list-style-type: none"> tenant's breach - 2 weeks' notice sale of property - 30-60 days no-grounds - from 42 days to 26 weeks 	End of fixed term - 14-28 days Before the end of a fixed term, only limited circumstances - up to 21 days. In periodic tenancies - up to 28 days depending on circumstances.	Tribunal decides possession cases	Low-medium
Canada	Mostly short (6-12 months), fixed-term and periodic tenancies	Mostly prescribed grounds only; some allow termination at end of fixed term; no-grounds termination allowed in certain provinces	Range from very short (a few days) for failure to pay rent up to 120 days for major repairs, but vary according to province.	Typically two months' notice.	Practice varies, e.g. tribunals (Ontario); appeal to an officer (Newfoundland)	Low-medium
England & Wales	Short (6-12 months), fixed-term and periodic tenancies	No-grounds termination allowed	Two months for no-fault evictions; shorter periods for rent arrears etc. (2-8 weeks, see text)	For weekly or fortnightly periodic, four weeks; for monthly periodic, one month. For fixed-term, only at end of fixed term unless there is a break clause.	Court decides possession cases	Low

Country	Types of tenancy	Grounds for termination by landlords	Notice periods for termination by landlords	Terminations by tenants	Tribunal or other arrangement	Level of security
New Zealand	Short (6-12 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 recently prohibited.	Scale of notice periods from immediate after successive notices for arrears, up to 63-90 days for other specified reasons	Fixed-term tenancies cannot generally be ended; periodic tenancies can be ended with 28 days' notice.	Tribunal decides possession cases	Low-medium
Republic of Ireland	Short fixed-term and periodic tenancies	Prescribed 6-year cycle with fewer restrictions on termination in initial six months, then prescribed grounds only	Sliding scale of notice periods from very short (e.g. 7 days for ASB) to much longer periods, depending on length of tenancy (e.g. 112 days after 4 years, 224 days after 8 years)	Tenants can give notice without having a reason, with notice periods varying from 4-16 weeks depending on the length of tenancy.	Cases can be decided by tribunal, but official mediation and adjudication services also exist	High
Scotland	Private residential tenancies, no fixed term	Prescribed grounds only (but there are more than in RoI)	Minimum 28 days (e.g. for ASB); for most prescribed grounds, notice is 12 weeks once the tenancy has lasted at least 6 months (28 days if less than 6 months)	Tenants can give 28 days' notice	Tribunal decides possession cases	Medium
Austria	Three-year minimum, converted to indefinite on renewal.	Limited prescribed grounds only (e.g. at least 3 months arrears)	One month after court decision	Three months, earliest one year after contract	District court decides possession cases	High

Country	Types of tenancy	Grounds for termination by landlords	Notice periods for termination by landlords	Terminations by tenants	Tribunal or other arrangement	Level of security
Belgium	9-year fixed terms, but most are 3-year terms	Termination allowed at end of fixed term with limited other prescribed grounds	9-year tenancy: 6 months; shorter tenancies:	Three months	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 3 or 6 months	One month	Role of courts limited: decisions made by bailiffs	Medium
France	Fixed terms, 1-6 years	Limited, prescribed grounds only	3-6 months	Three months (unfurnished); one month (furnished)	Cases decided by court if mediation tribunal fails to resolve	Medium
Germany	Little use of fixed-term tenancies; tenancies typically open-ended	Limited, prescribed grounds only	Rules are complex but effectively the shortest notice period is almost 3 months in most cases and can be as long as 9 months if tenancy has lasted 8 years or more; for arrears or criminal behaviour periods are shorter	Tenants can give notice - usually three months	Court decides possession cases	High
Italy	Fixed-term tenancies of four years with option for tenant to extend for four more years	Limited grounds (e.g. sale) in first 4-year period, beyond that no-grounds termination is allowed	Six months' notice	Tenant can give six months' notice but for limited reasons	Tribunal decides possession cases	High

Country	Types of tenancy	Grounds for termination by landlords	Notice periods for termination by landlords	Terminations by tenants	Tribunal or other arrangement	Level of security
Malta	Either short-term (up to six months) or long-term (minimum one year)	Appear to be no prescribed grounds in recently reformed law, but landlords must adhere to notice periods	Short-term: on termination; long-term: three months' notice	Tenants can give 1-3 months' notice depending on length of tenancy, after a determined period from start of tenancy	Adjudication panel decides on landlord-tenant disputes	High
Netherlands	Tenancies typically open-ended	Limited prescribed grounds only	3-6 months	1-3 months	District court or rental committee depending on tenancy type	High
Spain	3-5 year fixed terms with some provision for early termination	Termination at end of and, in limited circumstances during, fixed term	Varying periods up to two months	One month	Tribunal decides possession cases	Medium
Sweden	Little use of fixed-term tenancies; tenancies typically open-ended	Prescribed grounds only	Three months	Three months	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	Three months	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. More detail can be found in the sources at the end of the previous section.

Part three – European Convention on Human Rights: protection of property and ‘control of use’

Background to the convention

The European Convention on Human Rights is an international treaty. The Convention sets out certain fundamental rights and freedoms that all signatory states guarantee their citizens and private organisations. It originates from the immediate post war period and its content is heavily influenced by the threats to democratic societies posed by totalitarian regimes that led to the war and during the cold war immediately after. As a result, it has a narrow focus – the protection of the rights of the individual against excessive and arbitrary state power. The rights in the Convention can be viewed as a steppingstone towards the [United Nations Universal Declaration of Human Rights](#) which has a much broader coverage and includes economic and social rights. Over the years the Convention has been amended by 11 protocols which have increased the number of fundamental rights and freedoms it protects.

In very broad terms the Convention is activated when the state is exercising its power and in doing so it interferes with the fundamental rights or freedoms of one of its citizens. There are two aspects to this:

- It is less likely to operate in situations where the state’s laws are clear and certain, or if the state does retain discretion it is within clearly defined limits that allows its use to be effectively supervised ([Silver v UK](#) [1983] ECHR 5, para 90). In other words, the exercising of discretion is subject to the rule of law.
- It is primarily concerned with regulating the relationship between the state and the individual (or private body) and it does not usually intervene in the legal relations between two private parties ([FJM v UK](#) [2018] ECHR 1064). Cases where one party is not the state are usually inadmissible.

But even this does not mean that the Convention can be invoked every time the state exercises its discretion. The court will normally only intervene if that power has been exercised in a way that is heavy handed or oppressive.

What is meant by the state is very broad – it applies to any ‘public authority’ not just the national government. It includes local government, the judiciary, and sometimes private bodies where they are exercising functions that have a ‘public character’. Whether a particular activity of a private body has a public character is a matter of fact and degree, but

one private activity having a public character does not imply that any of its other functions have the same ([Donoghue v Poplar HARCA](#) [2001] EWCA Civ 595, paras 55-66).

Each right or freedom the Convention guarantees is contained in a separate article. The Convention recognises that its signatory states have between them a diverse range of social, economic, and cultural backgrounds. The rights that the Convention protects can therefore be seen as a minimum (‘lowest common denominator’) rather than an aspirational standard and many of the rights enjoyed by UK citizens are therefore already superior to the standard that the Convention guarantees.

The Convention articles distinguish between absolute and qualified rights. An absolute right is one which the article does not permit any interference by the state with the right it protects – any interference violates the Convention. An example of an absolute right is article 2 – the prohibition of torture.

Most of the Convention’s articles relate to qualified rights – in other words rights where either the article allows for specific exceptions and/or where the Convention allows for some interference. Where an article allows exceptions, they are to be applied very strictly ([Van Mechelen v Netherlands](#) [1997] ECHR 22, para 58). In relation to qualified rights – where the Convention allows for some state interference with a protected right – the principle of proportionality is usually the deciding factor in determining whether the interference is so great that it violates the Convention.

Admissibility

In [FJM v UK](#) the applicant – a vulnerable adult with psychiatric and behavioural problems – rented her home from her parents who let it on an assured shorthold tenancy. The parents purchased the property with the assistance of a mortgage but fell into arrears and the receivers applied for possession by serving a notice under section 21 of the Housing Act 1988 (the ‘notice only’ procedure for ending a shorthold).

Initially the case was heard in the UK courts where the applicant (the tenant) raised article 8 (the right to respect for family life) as one of her defences. The Supreme Court considered the issue of whether a lower court when entertaining a claim possession from a private landlord against a tenant should be

required to consider the proportionality of evicting the occupier considering article 8. The applicant argued that the court was a “public authority” and so the judge could not make an order for possession without considering whether it was proportional to do so.

The Supreme Court rejected this argument by saying the tenant could not use article 8 to justify a different outcome from what would arise from the contractual relations between the two parties, where the “legislative provisions which the democratically elected legislature has decided properly balance the competing interests of private sector landlords and residential tenants”. In effect, the legislative protections that the tenant was entitled to (Protection from Eviction Act 1977 and Housing Act 1998) were the state’s assessment of where balance should lie between the tenant’s article 8 rights and the landlord’s article 1 protocol 1 rights (FJM, para 16).

The court noted that the purpose of the Convention was to protect citizens from having their rights infringed by the state. And although article 8 could, in limited circumstances be raised in possession proceedings against a tenant, the cases where it had done so were all where the landlord was a public authority. There was nothing in those cases that was intended to bear on cases where the person seeking possession was a private landlord (FJM, para 29).

The ECHR considered these issues on appeal but held that the state’s regulation of private contractual relations legitimately fell within the states margin of appreciation (in other words its legitimate democratic policy making role). Provided that the laws pursued a legitimate aim that addressed “a pressing social need” and the measure was proportionate to the aim it pursued the court would not interfere (FJM, para 33). It stressed that the doctrine of the margin of appreciation was an acknowledgement that the national authorities were better placed than the international courts to evaluate local needs and conditions (FJM, para 34). The court confirmed that for reasons identified by the UK Supreme Court, the ECHR would not normally intervene in states’ laws that regulated private contractual relationships and dismissed the applicant’s appeal as inadmissible (FJM, paras 45-47).

Article 1, protocol 1: protection of property

Article 1 of Protocol 1, of the Convention is concerned with the protection of property. It represents the most likely risk that a state’s laws might be found to be incompatible with the Convention in the field of landlord and tenant relations. The article states:

- (1) Every natural or legal person is entitled to the peaceful enjoyment of his possessions. No one

shall be deprived of his possessions except in the public interest and subject to the conditions provided for by law and by the general principles of international law.

- (2) The preceding provisions shall not, however, in any way impair the right of a state to enforce such laws as it deems necessary to control the use of property in accordance with the general interest or to secure the payment of taxes or other contributions or penalties.

“Every natural or legal person” – this makes clear that the article applies equally to the property of corporate bodies (typically a public or private company) as it does to individuals.

The court takes a very broad view of what is a “possession” which is not limited to the ownership of physical goods or bound by the way the state’s legal system classifies it. Rights and other legal interests are regarded as property rights and therefore possessions – so the definition is wide enough to include both a landlord’s rights (e.g. to collect rent under a tenancy) and a tenants right to quiet enjoyment during the tenancy ([latridis v Greece](#) [1999] ECHR 14). A tenant’s rights are also protected under articles 6 (the right to a fair hearing in connection with civil rights and obligations) and article 8 (the right to respect for family life, the home and correspondence).

However, as noted above, that does not mean that article will apply to laws that regulate ‘private to private’ landlord and tenant relations (unless the state has no reasonable justification for them, or they place an unreasonable burden on the person they affect). There are several examples where a tenant has raised article 8 as a defence to possession proceedings (see [Doherty v Birmingham City Council](#) [2008] UKHL 57; [Kay v UK](#) [2010] ECHR 1322; [LB Hounslow v Powell](#) [2011] UKSC 8) but these have all involved cases where the landlord is a public body.

Potential for article 1 protocol challenge

Despite the difficulty of raising human rights challenge to laws that govern wholly private landlord and tenant relations, landlords can still potentially raise an article 1 protocol challenge. But given that the Convention is concerned with excessive state power it is unsurprising that the amount of discretion that the court allows each state to decide the best way to deal with issues covered by the Convention is wide. The broad bandwidth within which states are free to decide their own policies is known as the ‘margin of appreciation’. So long as the state operates within this, the court will not interfere.

In theory article 1 protocol 1 can be invoked by anyone whose enjoyment of their property rights or interests is restricted or interfered with. But laws

that interfere with private property rights will only be found to be incompatible if the state strays outside its margin of appreciation. This sets a high bar for a successful landlord challenge.

The article regulates three different kinds of interference. They are (in order of seriousness):

- deprivation (e.g. confiscation such as compulsory purchase or the complete loss of the owner's legal rights or interest)
- control of use, where ownership is retained but the owner's rights are diminished or restricted (e.g. rent control legislation, where the landlord receives less than the full market rent); and
- interference which is less than the two above.

The more serious the type of interference, the greater the justification the state requires to show that it falls within its margin of appreciation. There have been numerous challenges by landlords to security of tenure and rent control legislation (see [Mellacher v Austria](#) [1989] ECHR 25, [Spadea and Scalabrino v Italy](#) [1995] ECHR 35 and [Velosa Barreto v Portugal](#) [1995] ECHR 49) all of which failed because they fell within the margin of appreciation. Significantly in relation to rent control measures, states have still been found to be within their margin of appreciation despite the fact that the landlord's financial loss was considerable (in numerous cases more than 50 per cent of the market rent). And despite these losses rent control constitutes 'control of use' rather than deprivation (See Mellacher).

Interference by the state with the contractual notice period is also 'control of use' (Spadea and Scalabrino, paras 27-28) but in the absence of rent control given that the landlord is entitled to the full market rent during the notice period, it seems unlikely that the court would conclude that a statutory notice period of six months or less would violate the Convention. And even if the court was persuaded to consider a shorter period, it is likely to take account of the exact conditions before finding that they are incompatible. For example, in Spadea the court took account of the fact that the emergency laws postponing possession allowed for exceptions such as for rent arrears or for other reasons where the landlord urgently required possession. Another factor was that the court recognised that the tenants were elderly and in need of low-cost housing.

Factors the court considers when assessing whether the state's interference with the individual's right to property falls within the margin of appreciation are discussed in more detail below.

Assessing the margin of appreciation

Article 1 of Protocol 1 is a qualified right and sets for two distinct conditions that must be met by the state to be within the margin of appreciation for two different kinds of interference. The first and most serious type and therefore the most onerous deals with deprivation of property. Since notice periods amount to control of use rather than deprivation there is no need to consider them here.

The second sets out the conditions for when control of use is permitted - the state has the right to enact legislation:

"[...] as it deems necessary to control the use of property in accordance with the general interest or to secure the payment of taxes or other contributions or penalties."

The limb about payment of taxes or penalties clearly again does not apply here so we don't need to consider it.

The key considerations are what is "necessary" and "in accordance with the general interest" which were considered in [James v UK](#) [1986] ECHR 2 (the Duke of Westminster's claim - which was rejected - that giving his leasehold tenants the right to buy the freehold breached his property rights).

'in the general interest'

In James the applicant claimed that, because the right to buy involved the compulsory transfer of property, it could only be said to be in the general interest if that property was put into use for the public or the community generally, or even a substantial proportion of it. The court rejected this argument (James, para 41) - 'the general interest' was deemed wide enough to allow a state to pursue 'a policy calculated to enhance social justice within the community'. The fairness of a system of law governing the contractual or property rights of private parties is a matter of public concern and therefore legislation intended to address this can fall within the general interest, even if it involves the compulsory transfer of property from one individual to another. A state is entitled to pursue "legitimate social, economic or other policies and a policy is not automatically disqualified from being within the general interest just because the community at large has no direct use or enjoyment of the property taken. It is therefore necessary to inquire whether in other respects a law satisfied the 'general interest' test" (James, para 45).

What falls within the general interest is necessarily wide. The decision to enact laws that interfere with property rights will usually involve 'consideration of political, economic and social issues on which opinions within a democratic society may reasonably differ widely'. The Court will respect a state

legislature's judgment as to what is in the general interest **'unless that judgment is manifestly without reasonable foundation'** (James, para 46, Spadea and Scalabrino, para 29). In other words when the court considers whether a policy falls within the general interest it will not substitute its own view, but it is bound to make an inquiry as to facts that spurred the national authorities to act (James, para 46).

The court takes the view that 'eliminating social injustices' is an area that is properly within the competence of a democratic legislature and in particular:

"[...] modern societies consider housing of the population to be a prime social need, the regulation of which cannot entirely be left to the play of market forces. The margin of appreciation is wide enough to cover legislation aimed at securing greater social justice in the sphere of people's homes, even where such legislation interferes with existing contractual relations between private parties and confers no direct benefit on the State or the community at large." (James, para 47)

The principle of proportionality

Proportionality is an important principle that underlies the whole Convention. The fact that the state has pursued a legitimate aim is not sufficient. A measure must be both appropriate to achieving its aim **and** be proportionate (James, para 50). The means employed must be **reasonably proportional** to the injustice it is designed to address. A **"fair balance"** must be struck between the demands of the general interest and the protection of the individual's fundamental rights. The court will find against the national authority if the complainant has had to bear "an individual and **excessive burden**". However, the state is not required to show that it was the **only** means by which the injustice could be addressed, and court will not automatically conclude that the means used are disproportionate just because there is a less drastic alternative. The availability of alternative solutions is just one factor the court will consider when it determines whether the means chosen are reasonable (James, para 51). The court will examine the reasons behind the states actions and consider what relief the individual has received (e.g., compensation) before concluding that the actions were disproportionate. Further commentary about cases where proportionality has been the decisive factor are given in the next section.

Case on control of use: examples where states have breached the convention

There are several examples of control of use that have been found to be incompatible with article 1 protocol 1. The majority of these relate to rent control measures, and in particular a succession of cases against Malta for example [Cassar v Malta](#) [2018] ECHR 108. In all these cases, the court accepted that the state had the right to pursue rent control as being a legitimate aim which is in the 'general interest' (assuming the state has evidence it is needed) but found that the measures were incompatible because they imposed a 'disproportionate burden' on the landlord. But in *Mellacher* the landlord applicants had their rents reduced by amounts between 22 and 82 per cent, even though the court agreed that these reductions were 'striking' it concluded that it did not necessarily follow that they constituted a disproportionate burden (*Mellacher*, para 56). In the Maltese cases the effect has been to reduce rents to less than 20 percent of their market value. The latest example is [Mattei v Malta](#) [2021] EHCR 533, here again the court found that the interference with the landlords article 1, protocol 1 rights did pursue a legitimate aim (in this case the tenants were elderly and in need of low cost housing, so providing security was reasonable). However (as with *Cassar*) the court decided that the legislation placed disproportionate burden on the landlord because the rent was reduced from an estimated market value of €13,200 per year to just €185 (*Mattei*, para 19).

In *Spadea and Scalabrino v Italy* the court confirmed that the Italian state's emergency protection from eviction laws fell within the article's second paragraph as an example of control of use (*Spadea*, para 28). But here again the court found that a series of laws successively postponing evictions pursued a legitimate aim. The laws were needed during the difficult transitional period of phasing out rent controls which had been in place since 1947. The inevitable consequence of the decision to end rent controls was that there were many leases that were due to expire during the period between 31 December 1982 and 31 December 1983. Quite understandably there was a concern to give the tenants affected enough time to find acceptable new homes or move into low-cost social housing. To have enforced the evictions simultaneously could have led to considerable social tension and jeopardised public order.

Following the expiry of the leases there then followed a long series of emergency legislative measures over the seven-year period from 1982 until the end of 1989 that suspended, postponed, or staggered the evictions. The landlord who acquired the properties in April 1982 and intended to live in them eventually recovered the properties when one of the tenants

died (August 1988) and the other moved out (February 1989).

The applicants tried to argue that because (in their view) the measures arose from the state's 'ill-considered housing policy' and were only needed because the state had been too slow to act (i.e., to lift rent control measures earlier) the legislation could not be said to pursue a legitimate aim. The court rejected this. The need to manage the flow of evictions was a legitimate aim and although article 6 of the Convention requires to states to act speedily in the administration of justice there was nothing in the Convention that required them to do so in the field of subsidised housing (Spadea, para 31).

When this failed the applicants claimed the measures were disproportionate. The applicants recognised that the tenants were elderly and needed subsidised housing, but they did not think it was reasonable that they should bear the consequences of the state's housing policy failures. Instead of continuing with rent controls the state should have ensured there was an adequate supply of affordable housing.

The court rejected this and noted that housing shortages were an almost universal problem of modern society and that rent control (in the form of rent freezes and lease extensions) was an understandable response to this (regardless of its wisdom or effectiveness). When the last of statutory lease extensions expired the Government thought it necessary to resort to emergency provisions to postpone, suspend or stagger the enforcement of evictions to manage the difficult transition. Even though these emergency laws covered a period

of seven years (with gaps in between when the landlords tried several times to enforce the eviction) they were not disproportionate. These laws still allowed landlords to recover their property in certain circumstances where they could demonstrate they had an urgent need for it or for rent arrears and contained provisions to enforce these where necessary.

In deciding whether these measures were proportional to the aim of protecting those on low incomes and maintaining public order, the court took the view that it must consider whether the general interests (represented by the tenants) were balanced with rights of the landlord. The only reason for the evictions was that the leases had expired - none of the exceptions applied. Therefore, the court concluded that the measures, which did pursue a legitimate aim, could not be considered disproportionate given the wide margin of appreciation that states are allowed (Spadea, para 33).

Part four – New research: experiences of notice to quit in Northern Ireland

Introduction

This part contains new research on NTQ in Northern Ireland, including information on:

- the average length of private rented tenancies
- how and why tenancies end
- typical time periods required to secure suitable alternative accommodation, particularly in the PRS, and considering local supply of homes of certain cost and characteristics e.g. adaptations
- section 75 groups e.g. carers and older people.

This research was undertaken through a multimethod approach in consideration of the ongoing impact of covid-19 on face-to-face research and what was achievable over the proposed timescales. The methods used were:

- a representative online opinion survey
- an online poll hosted by CIH to gather additional / more qualitative data and identify candidates for interviews
- interviews via phone/video call to explore NTQ experiences.

Opinion research

Methodology

An opinion survey was commissioned by CIH to be run in Northern Ireland. The ten polling questions were designed in consultation with officials from the Department for Communities, and with the commissioned online polling agency YouGov. All figures, unless otherwise stated, are from YouGov Plc. The total sample size was 501 adults. Fieldwork was undertaken between 22nd - 27th July 2021. The survey was carried out online. The figures have been weighted and are representative of all NI adults (aged 18+).

The survey asked questions dedicated to disability and caring responsibilities, and the results produced by YouGov also provide breakdowns by standard social categories. Together this enables analysis according to section 75 groups, which will be included where relevant.

CIH 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.

Last time leaving a private rented property (question 1)

The poll was designed to survey people with experience of leaving private rented accommodation. Therefore, respondents were asked about the last time they left private rented accommodation per the question below. People who stated they had never left a PRS property, or who couldn't recall, were excluded from the substantive survey.

Q1. For the following question, please think about the last time you left a private rental contract/ agreement (i.e. moved out of a property that you privately rented and moved elsewhere)...

Approximately, how long ago, if ever, was the last time you left a private rental contract/ agreement? (Please select the option that best applies. If you have never left a private rental contract/ agreement, please select the 'Not applicable' option)

Table 4.1 Last time leaving a private rented property

	N	%
Within the last year	25	5
More than 1 up to 2 years ago	14	3
More than 2 up to 3 years ago	26	5
More than 3 up to 4 years ago	17	3
More than 4 up to 5 years ago	22	4
More than 5 up to 6 years ago	10	2
More than 6 up to 7 years ago	4	1
More than 7 up to 8 years ago	9	2
More than 8 up to 9 years ago	10	2
More than 9 up to 10 years ago	7	1
More than 10 years ago	105	21
Don't know/ can't recall	22	4
Not applicable - I have never left a private rental contract/ agreement	231	46
Total	501	100

Base: All Northern Ireland adults (501 weighted)

Numbers may not tally due to rounding

Excluding don't know and not applicable:

- The most common period for which respondents reported leaving a PRS property was more than ten years ago, at 42 per cent. These respondents tended to be homeowners as well as parents/guardians, and intuitively almost all were aged 35 and over.
- Cumulatively, 42 per cent reported leaving their accommodation within the past five years. These respondents tended to be younger - aged 34 and under - and still renting from a private landlord or living with family and friends.

How private tenancies end (question 2)

Next, respondents were surveyed on how their tenancy ended, the question asked being:

Q2. Which ONE, of the following best describes how you left the private rental contract/ agreement?

Participants were offered several options, such as whether notice was given to end the tenancy, who gave the notice (tenant or landlord/agent), or whether the contract ended of its own accord as would be the case with a fixed-term contract that was not renewed. The results are shown in table 4.2.

Table 4.2 **Method of leaving the private rented property**

	N	%
I/we ended the tenancy by giving notice to the landlord/agency	142	57
I/we ended the tenancy without giving notice to the landlord/agency	9	4
The landlord/agency ended the tenancy by giving notice to me/us	11	4
The landlord/agency ended the tenancy without giving notice to me/us	5	2
The contract came to an end on its own	66	27
Don't know/ can't recall	14	6
Total	248	100

Base: All Northern Ireland adults who have left a private rental contract/ agreement (248 weighted)

Numbers may not tally due to rounding

As table 4.2 shows, most tenancies are ended by tenants, the vast majority by giving notice. Once 'Don't know/ can't recall' responses are excluded, almost two thirds (65 per cent) of tenancies are ended by tenants (both with and without giving notice). Landlord-led terminations on the other hand are small - seven per cent with 'Don't know' responses excluded. These results correspond with the existing

evidence set out in part one of the research, that tenancies largely end due to a variety of tenants' own reasons.

In 28 per cent of cases (again with 'Don't know' excluded), the contract came to an end of its own accord. These respondents (base of 60) mainly cite various tenant-led reasons for this later in question 4, the most common being work/study/school reasons.

Looking at the results in more detail, people who were aged 45 and older and tended to have ended tenancies themselves, whereas younger people - aged 34 and under - tended to report having the contract coming to an end on its own. The latter generally involved a duration of stay of more than six months and up to one year in the property (see question 3), which likely represents the scenario of a typical 12-month tenancy not being renewed. The numbers were too small to analyse this in further detail.

Narrowing question 2 responses down to people who had left in the past five or ten years (base 96 and 138 respectively), the results were similar and the largest differences are within the margin of error. Respondents who left the sector more than ten years ago tended to have given notice themselves and they are now homeowners.

After answering question 2 participants were asked why the tenancy had ended. Respondents who said that they themselves ended the tenancy were filtered and offered a list of ten 'tenant-led' reasons to choose from (question 4). People who reported that the landlord/agency ended the tenancy were alternatively offered a list of seven 'landlord-led' reasons (question 5). The remainder who said the contract ended on its own were able to answer both question 4 and 5, given that the yet to be determined reasons for tenancy cessation/non-renewal may have been tenant- or landlord-led.

Typical length of private tenancies (question 3)

Participants were further surveyed on the length of time they had spent in this previous private rented accommodation. They were asked:

Q3. For approximately how long did you live in the privately rented home you left most recently?

Strictly speaking, duration of stay is not the same of duration of tenancy in all instances, but it does offer a good approximation while enabling respondents to report on their own experiences. The results are summarised in table 4.3.

Table 4.3 Duration of stay in most recent private rented accommodation

	N	%
Up to 6 months	21	9
More than 6 months up to 1 year	60	24
More than 1, up to 2 years	82	33
More than 2, up to 3 years	30	12
More than 3, up to 4 years	17	7
More than 4, up to 5 years	10	4
More than 5 years	20	8
Don't know / can't recall	7	3
Total	248	100

Base: All Northern Ireland adults who have left a private rental contract/ agreement (248 weighted)

Numbers may not tally due to rounding

At one third (33 per cent), the most common period chosen for duration of stay was more than one and up to two years. The same percentage of people stayed for a year or less. So two thirds of tenancies (66 per cent) had concluded within two years, while over three quarters (78 per cent) had ended within three years.

If responses to this question are restricted to people who most recently left a private rented property within the past five years, the results are similar and within the margin of error. There is a slight rise in people who spent more than one and up to two years in the accommodation, and a fall in those who spent a year or less. This may suggest that the average tenancy is slightly longer in recent years, but a similar proportion of tenancies still end within two and three years, reflecting the ongoing transience of the PRS.

Why tenancies end - tenant-led reasons (question 4)

Participants were asked why their private tenancy had ended. Respondents who answered question 2 by saying they themselves ended the tenancy, or that the contract had ended on its own, were filtered through to this question. They were asked:

Q4. Which, if any, of the following describe your reasons for leaving the private rental contract/ agreement? (Please select all that apply)

These respondents were offered a list of ten 'tenant-led' reasons to choose from, as well as 'other' and 'don't know', and the results are reported in table 4.4. Because people could choose more than one option, the percentages tally to over 100.

Table 4.4 Reasons for leaving most recent private rented accommodation (tenant-led)

	N	%
I/ we wanted a different size/type of property	41	19
I/ we could not afford the rent on the previous home	6	3
For work/study/school reasons	36	17
I/ we wanted to live in a different area	43	20
The previous home was in a bad state of repair	10	5
The previous home was not suitable for my health/social needs	8	4
I/ we had problems with neighbours	10	4
My/ our household changed size (e.g. sharing/relationship breakdown, new household member)	26	12
To move closer to family/friends	27	12
To care for a family member/friend	4	2
Other	64	29
Don't know / can't recall	2	1
Total	277	127

Base: All Northern Ireland adults who have left a private rental contract/ agreement with potential tenant-led reasons (218 weighted)

Numbers may not tally due to rounding

Percentages tally to over 100 due to multiple answers

People cited a variety of reasons for leaving their previous accommodation, the most common reasons being:

- wanting to live in a different area (20 per cent)
- wanting a different size/type of property (19 per cent)
- for work/study/school reasons (17 per cent)
- for other reasons (29 per cent).

It is likely that 'other' captured some tenure-based reasons, such as respondents wanting to own a home.

Over three-quarters (76 per cent) of respondents who selected 'other' were homeowners (base of 63), compared with 62 per cent overall, albeit on the boundaries of the margin of error. Otherwise, the numbers were too low to analyse 'other' in more detail.

Why tenancies end - landlord-led reasons (question 5)

Respondents who answered question 2 by saying the landlord/agent had ended the tenancy, or that the contract had ended on its own, were filtered through to this question. They were asked:

Q5. Which, if any, of the following best describe the reasons for leaving the private rental contract/ agreement? (Please select all that apply)

These respondents were offered a list of seven 'landlord-led' reasons to choose from, as well as 'other' and 'don't know', and the results are reported in table 4.5. Because people could choose more than one option, the percentages tally to over 100.

Table 4.5 Reasons for leaving most recent private rented accommodation (landlord-led)

	N	%
My/ our landlord wanted to sell the house	12	15
My/ our landlord wanted to repair/ redevelop property	2	3
My/ our relationship with the landlord broke down	1	1
Rent arrears	-	-
There was a breach of tenancy agreement terms	5	6
My/ our landlord wanted the property for personal or family use	8	10
My/ our landlord's property was repossessed by a mortgage lender	-	-
Other	48	59
Don't know / can't recall	6	7
Total	83	102

Base: All Northern Ireland adults who have left a private rental contract/ agreement with potential landlord-led reasons (82 weighted)

Numbers may not tally due to rounding

The most common landlord-led reasons that people cited for leaving their previous accommodation were:

- the landlord wanting to sell the house (15 per cent)
- the landlord wanting the property for personal or

family use (10 per cent)

- for other reasons (59 per cent).

All respondents who selected 'other' for this question had said they experienced a contract coming to an end on its own and had selected various tenant-led reasons for this, captured in question 4.

Length of notice period and securing suitable alternative accommodation (question 6)

For this question, as is typical in surveys, respondents were offered a series of statements and asked which they agreed with the most. Participants were asked whether the required notice period to end the tenancy was too short, about right or longer than it needed to be for them to secure suitable alternative accommodation. The question was asked in this way, rather than asking people about specific time periods, because it was felt respondents would better recollect their feelings concerning the period than they would the period itself, given the often short timescales over which NTQ operates. Specifically, respondents were asked:

Q6. Thinking about the notice period your landlord/ agent was required to give you, or you were required to give the landlord/agent upon leaving your last property...

Which ONE, if any, of the following statements do you agree with MOST?

Table 4.6 Length of notice period and securing suitable alternative accommodation

	N	%
The notice period was too short to secure suitable alternative accommodation	28	11
The notice period was about right to secure suitable alternative accommodation	157	63
The notice period was longer than it needed to be to secure suitable alternative accommodation	18	7
Don't know	45	18
Total	248	100

Base: All Northern Ireland adults who have left a private rental contract/ agreement (248 weighted)

Numbers may not tally due to rounding

More than three quarters (77 per cent) of respondents said that the notice period was about right to secure suitable alternative accommodation, once 'Don't know' is excluded.

Looking at the results in detail, respondents who said

that the notice period was too short tended more to be people who were:

- still renting from a private landlord
- unemployed
- living with a disability
- with caring responsibilities, or
- living in the Mid & West regions.

Respondents who said that the notice period was about right tended more to be people who:

- were working (both full-time and part-time)
- were living in Belfast, Lisburn & Castlereagh, or
- owned their house outright.

These differences may reflect the supply, cost and characteristics of properties between different areas, as well as the ability of people with social needs and lower incomes to secure suitable alternative accommodation within given notice periods.

There are also differences according to when respondents last left a PRS property. Again with 'Don't know' excluded, for people who left more than ten years ago (base of 80), five per cent said the notice was too short, compared with 19 per cent for people who left within the past ten years (base of 122). These differences are outside the margin of error. They may reflect changing market conditions, making it more difficult in recent years to secure alternative accommodation within the same period. It's important to note that the 2011 extension to NTQ periods for tenancies longer than five years' duration will have had limited application - per question 3, with 'Don't know' excluded 92 per cent of tenancies have concluded within five years.

Tenure of current home (question 7)

As this survey is concerned with NTQ and typical time periods required to secure suitable alternative accommodation, particularly in the PRS but in other tenures as well, it was necessary to know the tenure of respondents' current homes. Participants were asked this question towards the beginning of the survey to secure a larger base, given the question is not dependent upon whether someone has experienced leaving private rented accommodation.

The question as drafted originally cited 'the Housing Executive' in place of 'my local authority', but an

existing question in YouGov's digital library was instead used with options as worded in table 4.7; from previous UK-wide opinion polling commissioned by CIH, many NI respondents tend to select local authority even when NIHE is an option (perhaps because some people still think of social homes or NIHE as council housing), and in any case social housing is ancillary to the scope of this survey.

Respondents were asked:

Q7. Do you own or rent the home in which you live?

Table 4.7 Tenure of current home

	N	%
Own - outright	156	31
Own - with a mortgage	152	30
Own (part-own) - through shared ownership scheme (i.e. pay part mortgage, part rent)	4	1
Rent - from a private landlord	79	16
Rent - from my local authority	16	3
Rent - from a housing association	19	4
Neither - I live with my parents, family or friends but pay some rent to them	36	7
Neither - I live rent-free with my parents, family or friends	30	6
Other	9	2
Total	501	100

Base: All Northern Ireland adults (501 weighted)

Numbers may not tally due to rounding

Since this is a survey of individuals, the tenure percentages will not directly compare to those produced via household-based surveys. Nevertheless, some results are not dissimilar to existing tenure-based data - for example the 2016 House Condition Survey reported the private rented sector to be 17 per cent with owner occupation at 63 per cent. However, people living in social housing may be underrepresented.

Restricting the results to people who have left private rented accommodation in the past ten years (base of 138), the percentage of homeowners with a mortgage rises from 30 to 36 per cent, but people who rent from a private landlord rises more markedly from 16 to 32 per cent. Intuitively, the percentage of outright owners falls dramatically, while the remaining options maintain similar percentages.

When restricting the results further to people who have left a PRS property in the past five years (base of

96), homeowners with a mortgage are a similar 34 per cent, and private renters are 36 per cent. For people who have left in the past three years (base of 58), there is a similar proportion of private renters at 35 per cent, while mortgaged owners fall to 23 per cent and people who live with family/friends collectively rises to 28 per cent.

This demonstrates that people who have left private rented accommodation in more recent times are more likely to be found still renting from a private landlord. This is consistent with the documented growth of the PRS market in Northern Ireland. It may also demonstrate that people who have left a PRS property in the past three years are now more likely to be found living with family or friends, perhaps reflecting pressures from rising rents of PRS accommodation over this period, although numbers are small.

Cost of current home (question 8)

Given the relationship of the costs associated with alternative accommodation and the time taken to secure it, respondents were asked about what they pay for their current home:

Q8. What is the monthly rent/mortgage of your current home?

Table 4.8 Monthly rent/mortgage of current home

	N	%
Less than £400	58	23
£400 up to £499	44	18
£500 up to £599	30	12
£600 up to £699	27	11
£700 up to £799	9	4
£800 up to £899	7	3
£900 or more	13	5
Don't know	30	12
Prefer not to say	30	12
Total	248	100

Base: All Northern Ireland adults who have left a private rental contract/ agreement (248 weighted)

Numbers may not tally due to rounding

The most common option selected was 'less than £400', with the number of respondents generally declining with each subsequent band, except for '£900 or more' in which homeowners with a mortgage were slightly over-represented. Intuitively, homeowners who own outright tended to pay the least with most selecting 'less than £400' (as well as being more likely to select 'prefer not to say').

People renting from a private landlord tended to concentrate in the '£600 up to £699' band, with slight over-representation in the next band up as well. To demonstrate this, when the results are restricted to people who are still renting privately (base of 57), people who pay 'less than £400' falls from 23 to 11 per cent, while those who pay '£600 to £699' rises from 11 to 28 per cent.

Tenure-based divergence was not the only differences in the data - younger people tended to pay more while people aged 55 and over paid the least. In geographical terms, while the trends are not as clear, more people in the North & East region for example paid '£500 up to £599' while more people in Belfast, Lisburn & Castlereagh paid '£600 up to £699', reflecting varying costs in different markets.

Characteristics of current home, and whether currently experiencing NTQ (question 9)

Given the relationship between people's special requirements (such as the need for homes with adaptations relating to age and disability, or housing that facilitates caring responsibilities) and the time taken to secure accommodation that meets these requirements, respondents were asked about their current circumstances in this area. They were also asked whether they had recently been given notice to leave their property.

Q9. Which, if any, of the following statements apply to you? (Please select all that apply)

Table 4.9 Current home conditions

	N	%
I/ my landlord has recently given notice for me to leave the property	2	1
My current home has adaptations relating to age/disability (e.g. handrails, stairlift, etc.)	26	11
My current home is in need of adaptations relating to age/disability (e.g. handrails, stairlift, etc.), but these are yet to be undertaken	18	7
I provide care for a household member in my current home	32	13
None of the above	181	73
Total	248	100

Base: All Northern Ireland adults who have left a private rental contract/ agreement (248 weighted)

Numbers may not tally due to rounding

When the results of question nine are restricted to people who remain private renters (base of 57), the percentage of respondents who have current adaptations falls from 11 to six per cent, while

those in need of adaptations rises from seven to 11 per cent. This is based on low numbers and within margins of error. However, it is mentioned as it is possible that PRS accommodation features fewer adaptations than the norm, and more people who rent privately are waiting for these to be undertaken.

People living with health problems and disabilities (question 10a)

Respondents were asked about health problems and disabilities. They were asked this question towards the beginning of the survey to secure a larger base, given the question is not dependent upon whether someone has experienced leaving private rented accommodation. The results have been cross-referenced against the other questions in the survey to enable further analysis according to disability where numbers allow, and this has been included where relevant. More broadly, people who answered 'yes' to this question were more likely to be older and less likely to be working full time.

Q10a. 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 4.10 People with health problems and disabilities

	N	%
Yes, limited a lot	55	11
Yes, limited a little	94	19
No	336	69
Total	485	100

Base: All Northern Ireland adults who didn't skip (485 weighted)

Numbers may not tally due to rounding

People with caring responsibilities (question 10b)

Like question 10a, respondents were asked about caring responsibilities towards the beginning of the survey. The results have also been cross-referenced against the other questions to enable further analysis where possible and relevant. People with caring responsibilities were overrepresented in the 45-54 age group and they were more likely to be working part-time.

Q10b. 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 4.11 People with caring responsibilities

	N	%
Yes	94	19
No	392	78
Don't know	6	1
Prefer not to say	9	2
Total	501	100

Base: All Northern Ireland adults (501 weighted)

Numbers may not tally due to rounding

Qualitative research with landlords and tenants

Methodology

The methodological approach to this aspect of the research was as follows:

- 1) An online survey was hosted on CIH's website that largely reflected the questions asked in the YouGov poll, but sought some additional information and was also used to identify people to participate in interviews. As a self-selecting survey, the results are not representative. The full results are included in the annexes at the end of this part. The survey was made available for landlords who have experience issuing a NTQ, and for tenants whose most recent home was private rented accommodation and who therefore had experience of a tenancy coming to an end. There were two separate surveys, one for landlords to complete (107 responses) and another for tenants (25 responses) for a total of 132 individuals completing either survey. The under-representation of tenants in the survey was balanced by seeking a similar proportion of tenants and landlords for the interviews. Furthermore, the YouGov poll is a representative opinion of current and former tenants.
- 2) From those survey participants who gave their permission to be contacted to provide a more comprehensive overview of their experience, a 30-minute qualitative interview was carried out with eight tenants and six landlords. Participation was incentivised with a £50 shopping voucher. The key themes addressed during these interviews were:
 - the current statutory notice-to-quit period
 - potential changes to the notice-to-quit period
 - personal experiences of how the notice-to-quit period had impacted interviewees.

Stakeholder engagement was central to marketing both the tenant and landlord surveys. We would like to thank the following stakeholders for helping us disseminate this survey to tenants and landlords:

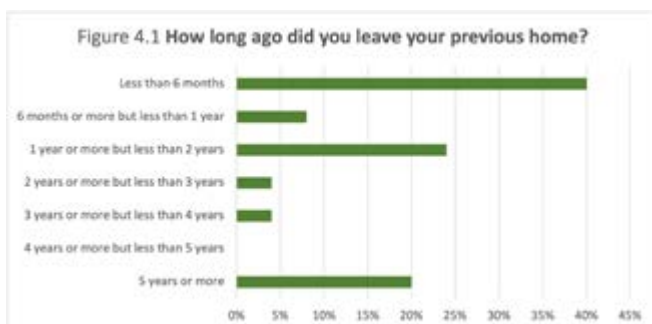
- Renters' Voice
- Council for the Homeless NI
- Smartmove Housing
- TDS
- DfC Housing Division.

In addition, CIH internal marketing channels were used to reach our members, and we used Twitter to promote the surveys on seven separate occasions over a two-month period. Further promotion was then undertaken to reach more tenants.

Tenant survey and interview findings

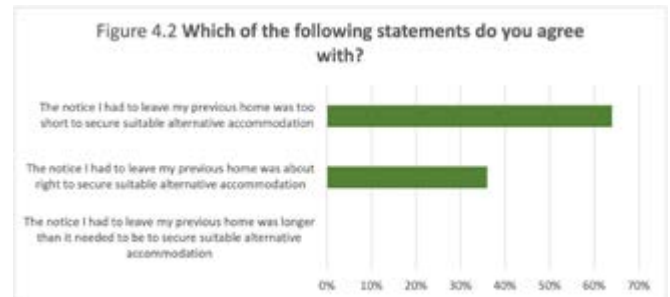
Thinking about the tenants who responded to the survey, there was a variation as to the actual length of the NTQ period they experienced. From the survey responses it is not possible to get a full picture as to whether tenants were speaking from experience of receiving the statutory four-week NTQ period or the temporary 12-week NTQ period (temporarily enacted on 5 May 2020 to facilitate the public health guidance at the time)⁸. As figure 4.1 shows, when asking respondents how long ago they left their previous home, the options included 'less than six months', 'six months or more but less than one year', and 'one year or more but less than two'. For the 24 per cent who indicated 'one year or more but less than two' it is difficult to know if they were impacted by the four-week or 12-week NTQ period.

However, the interviews that followed highlighted a fairly even balance between those tenants who had received a four-week notice period prior to May 2020 and those who received a 12-week notice period after this point as a result of the temporary extension. This was backed up by survey results shown in figure 4.1 which highlighted that 48 per cent of respondents left their previous home not less than one year ago.



Below figure 4.2 shows that 64 per cent of tenants who responded to the survey said that the notice they had to leave their previous home was too short to secure suitable alternative accommodation. Thirty six per cent of respondents said that the notice they

received to leave their previous home was about right to find alternative accommodation. Figure 4.2 also shows that none of the respondents felt that the notice period they received was too long.



Both the survey results and proceeding qualitative interviews revealed a strong sense from the tenants' perspective that the current NTQ period should be lengthened.

Figure 4.3 shows that 32 per cent of survey respondents considered 'six months or more' to be a reasonable notice period for securing alternative accommodation, while only four per cent cited 'less than one month' as being a reasonable timeframe to secure alternative accommodation. Twenty per cent of respondents favoured 'two months or more but less than three months' which is roughly the equivalent to the 12-week temporary NTQ period currently in place.

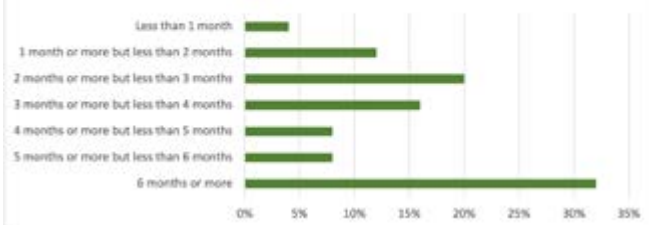
The qualitative interviews with tenants showed no uniform view as to what the NTQ period should be lengthened to. Whilst some tenants were content to see any reform from the current statutory four-week NTQ period, others specifically cited the temporary 12-week NTQ period as a much more appropriate timeframe. There was some hesitancy in regard to extending the period longer than the current four weeks without the relevant changes to homeless presentation rules that state you can only get help from the Housing Executive if you are likely to become homeless within the proceeding 28-day period. Thus, the 12-week notice period would be problematic if any persons wanting to present as homeless couldn't do so until the final third of their notice period. Other concerns included the inability to secure alternative accommodation 12-weeks in advance of vacating the property; the difficulty of securing a new private tenancy due to the competitiveness of the current market; and the financial inability of landlords to hold a new property for that length of time without asking for rent or increasing the deposit.

⁸<https://www.communities-ni.gov.uk/publications/private-tenancies-coronavirus-modifications-regulations-northern-ireland-2021-screening>

"It is a catch 22, I couldn't get FDA status once I received my notice. You should get that from the moment you receive the 'notice to quit.'"

"We had to move in with friends whilst we continued to look for a new property to rent. There just wasn't enough time."

Figure 4.3 What do you consider a reasonable notice period to be for securing suitable alternative accommodation?



The vast majority of tenants surveyed cited the difficulty with being able to find alternative rental properties once receiving a notice from the landlord. There was a general agreement that the private market is being out-stripped by housing need. One participant explained that she had placed over 20 applications for rental accommodation and was unsuccessful in securing offers from letting agents or landlords in these instances.

"I look at PropertyPal every day in hope of finding somewhere."

"I want to emphasise my concerns around the supply of private rentals going down and the prices going up. The current prices have gone silly."

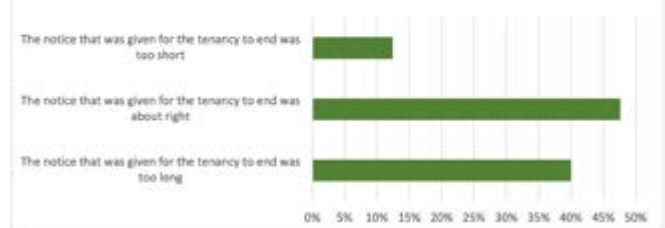
Of tenants surveyed, the most cited reason (24 per cent) for receiving a NTQ was the landlord wanting to sell the property. The qualitative interviews revealed that in these instances the tenants had hoped to remain within the property long term.

Landlord survey and interview findings

The overwhelming view of landlords who responded to the survey, and those who were subsequently interviewed, was that the NTQ period should not be lengthened. Of those who responded to the survey, 65 per cent ended the tenancy in question less than one year ago and therefore, for those who issued an NTQ would have been impacted by the temporary 12-week NTQ period.

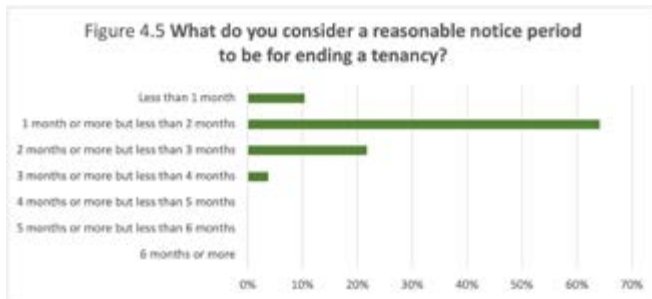
Figure 4.4 shows that 40 per cent of landlords considered the notice period that was given to be 'too long' (almost three-quarters of landlords who said this had ended the tenancy themselves, by giving notice to the tenant). Forty-eight per cent stated that the notice period was 'about right' (in this case there was a mix of tenant- and landlord-led terminations). Only 12 per cent of landlords said that the notice period was too short - in almost all these cases the tenant had given notice.

Figure 4.4 Which of the following statements do you agree with?



Below figure 4.5 shows that when asked what they considered to be a reasonable notice period to be for ending a tenancy, the majority of landlords (64 per cent) roughly opted for the status quo (four weeks), indicating that 'one month or more, but less than two months' was a reasonable timeframe. Figure 4.5 highlights that only four per cent of landlords may consider the current temporary 12-week notice period to be a reasonable timeframe when they selected 'three months or more but less than four months'. The results also show that no landlord who completed the survey felt that the notice period should be four months or longer. Those landlords who were interviewed also felt strongly that the notice period must be the same for both tenants and landlords and that any asymmetrical notice period would be unfavourable with landlords.

"Whatever the new notice-to-quit period is, it must be the same for both the landlord and the tenant. There has to be parity."



All landlords who were interviewed referenced at least one negative experience of renting to tenants. They advised that in those instances had the NTQ period been longer it would have created further problems for them, such as falling into financial difficulties. Most lacked confidence in the evictions process being swift through the courts; they stated that by lengthening the NTQ period, this would only prolong an already cumbersome process and risked tenants causing more damage to their property during a prolonged timeframe, or the refusal to pay rent.

“Of course there are vulnerable tenants that need to be protected and they should be, but there are vulnerable landlords that need protected too.”

“I don’t know of any support source for landlords. It just seems there is less and less protections for landlords.”

“There is a misconception that landlords are rich and don’t require any protection.”

The majority of landlords interviewed felt strongly that there was a disparity between tenants’ rights and landlords’ rights, with the process weighted in favour of the tenant. Many felt that not enough protections or support exist for landlords when tenants participant in anti-social behaviour, cause damage to the property or fall into rent arrears. Among those landlords who were interviewed, there was a strong sense that lengthening the NTQ period risked encouraging landlords to cease renting their property and exit the market. It was thought by a number of landlords interviewed, that combined with the current increase in house price sales, that increasing the NTQ period could result in the loss of private rental accommodation.

“Where will those in housing need go if the private market continues to shrink? We are providing a home for those who cannot get a social house.”

Annex: tenant survey results

As outlined above, this section reports on the small number of tenants who self-selected to participate in our survey. The results should not be taken as representative of tenants. The YouGov poll results at the beginning of part four convey a representative opinion of current and former tenants.

Table 4.12 **How did you leave your previous home?**

	N	%
I/we ended the tenancy by giving notice to the landlord	11	44
The landlord ended the tenancy by giving notice to me/us	10	40
Other	4	16
Total	25	100

Table 4.13 **For how long did you live in your previous home?**

	N	%
Less than 6 months	4	16
6 months or more but less than 1 year	1	4
1 year or more but less than 2 years	6	24
2 years or more but less than 3 years	2	8
3 years or more but less than 4 years	5	20
4 years or more but less than 5 years	3	12
5 years or more	4	16
Total	25	100

Table 4.14 **How long ago did you leave your previous home?**

	N	%
Less than 6 months	10	40
6 months or more but less than 1 year	2	8
1 year or more but less than 2 years	6	24
2 years or more but less than 3 years	1	4
3 years or more but less than 4 years	1	4
4 years or more but less than 5 years	0	0
5 years or more	5	20
Total	25	100

Table 4.15 Which of the following best describe the reasons for leaving your previous home? Please select all that apply.

	N
Reasons relating to home/neighbourhood	
Wanted a larger property	4
Wanted a smaller property	1
Wanted a different type of property	1
Wanted to live in a different area	4
Previous home was in a bad state of repair	5
Previous home was hard to heat	3
Problems with neighbours	3
None of the above	5
Other	12
Personal/household reasons	
Could not afford previous home	3
For work/study/school reasons	3
Previous home was not suitable for my health/social needs	4
Change of household size e.g. sharing/ relationship breakdown, new household member	1
Domestic violence	0
To move closer to family/friends	0
To care for a family member/friend	0
Wanted to set up my own home	3
None of the above	8
Other	7
Reasons relating to landlord	
Landlord wanted to sell the house	6
Landlord wanted to repair/redevelop property	0
Breakdown of relationship with landlord	4
Rent arrears	1
Breach of tenancy agreement terms	1
Landlord wanted the property for personal or family use	2
Landlord's property was repossessed by mortgage lender	0
None of the above	11
Other	5

Numbers tally to over 25 due to multiple answers

Table 4.16 From the moment that notice was given to leave your previous home, how long did it take to get an agreement for / move into your current home?

	N	%
Less than 1 month	6	24
1 month or more but less than 2 months	6	24
2 months or more but less than 3 months	5	20
3 months or more but less than 4 months	2	8
4 months or more but less than 5 months	0	0
5 months or more but less than 6 months	0	0
6 months or more	3	12
Don't know	3	12
Total	25	100

Table 4.17 Which of the following statements do you agree with?

	N	%
The notice I had to leave my previous home was too short to secure suitable alternative accommodation	16	64
The notice I had to leave my previous home was about right to secure suitable alternative accommodation	9	36
The notice I had to leave my previous home was longer than it needed to be to secure suitable alternative accommodation	0	0
Total	25	100

Table 4.18 What do you consider a reasonable notice period to be for securing suitable alternative accommodation?

	N	%
Less than 1 month	1	4
1 month or more but less than 2 months	3	12
2 months or more but less than 3 months	5	20
3 months or more but less than 4 months	4	16
4 months or more but less than 5 months	2	8
5 months or more but less than 6 months	2	8
6 months or more	8	32
Total	25	100

Table 4.19 Thinking now about the current home you live in, is it:

	N	%
Owned with or without a mortgage	4	16
Rented from a private landlord	16	64
Rented from the Housing Executive or a housing association	2	8
Other	3	12
Total	25	100

Table 4.20 What is the monthly rent/mortgage of your current home?

	N	%
Less than £300	5	21
£300-£399	4	17
£400-£499	7	29
£500-£599	5	21
£600-£699	2	8
£700-£799	1	4
£800-£899	0	0
£900 or more	0	0
Total	24	100

Table 4.21 In which area is your current home? Please enter the first part of your postcode.

	N
BT35	
BT7	
BT48	
BT5	
BT24	
BT9	
BT78	
BT48	
BT1	
BT47	
BT48	
BT48	
BT38	
BT53	
BT9	
BT13	
BT9	
BT6	
BT62	
BT4	
BT9	
BT7	
BT20	
BT7	
Total responses	24

Table 4.22 Which of the following applies to you?

	N	%
I currently rent privately and notice has recently been given to leave my home	4	17
My current home has adaptations relating to age/disability	0	0
My current home is in need of adaptations relating to age/disability but these are yet to be undertaken	2	8
I provide care for a household member in my current home	1	4
None of the above	17	71
Total	24	100

Annex: landlord survey results

This section reports on the landlords who self-selected to participate in our survey. The results should not be taken as a representative view of landlords.

Table 4.23 **Thinking about your rented property that most recently had a tenant leave, how long ago did this tenancy end?**

	N	%
Less than 6 months	56	52
6 months or more but less than 1 year	14	13
1 year or more but less than 2 years	17	16
2 years or more but less than 3 years	11	10
3 years or more but less than 4 years	3	3
4 years or more but less than 5 years	4	4
5 years or more	0	0
N/A - I haven't had a tenant leave	2	2
Total	107	100

Table 4.24 **How did the tenancy end?**

	N	%
I ended the tenancy by giving notice to the tenant	53	50
The tenant ended the tenancy by giving notice to me	38	36
Other	16	15
Total	107	100

Table 4.25 **For how long did this tenant live in the property?**

	N	%
Less than 6 months	3	3
6 months or more but less than 1 year	12	11
1 year or more but less than 2 years	31	29
2 years or more but less than 3 years	23	21
3 years or more but less than 4 years	8	7
4 years or more but less than 5 years	12	11
5 years or more	18	17
Total	107	100

Table 4.26 **Which of the following best describe the reasons for the tenant leaving the property?**

	N
Reasons relating to property/tenancy	
Tenant gave notice - don't know the reasons	15
I wanted to sell the house	14
I wanted to repair/redevelop property	3
Breakdown of relationship with tenant	19
Rent arrears	34
Breach of tenancy agreement terms (including damage / poor property maintenance)	33
I wanted the property for personal or family use	8
My property was repossessed by mortgage lender	0
None of the above	12
Other	25
Tenant's reasons relating to home/neighbourhood	
Tenant wanted a larger property	2
Tenant wanted a smaller property	2
Tenant wanted a different type of property	3
Tenant wanted to live in a different area	16
Property was in a bad state of repair	1
Property was hard to heat	1
Problems with neighbours	3
None of the above	51
Other	33
Tenant's personal/household reasons	
Tenant could not afford property	11
For work/study/school reasons	8
Property was not suitable for tenant's health/social needs	4
Change of household size e.g. sharing/relationship breakdown, new household member	7
Domestic violence	3
To move closer to family/friends	7
To care for a family member/friend	2
Tenant wanted to set up his/her own home	10
None of the above	43
Other	24
Numbers tally to over 25 due to multiple answers	

Table 4.27 From the moment that notice was given for the tenancy to end, how long did it take for the tenant to leave?

	N	%
Less than 1 month	19	18
1 month or more but less than 2 months	27	25
2 months or more but less than 3 months	19	18
3 months or more but less than 4 months	15	14
4 months or more but less than 5 months	3	3
5 months or more but less than 6 months	3	3
6 months or more	18	17
Don't know	3	3
Total	107	100

Table 4.28 Which of the following best describes how the tenant left?

	N	%
The tenant left voluntarily	80	75
The tenant left after an eviction hearing at court	4	4
Other	22	21
Total	106	100

Table 4.29 Which of the following statements do you agree with?

	N	%
The notice that was given for the tenancy to end was too short	13	12
The notice that was given for the tenancy to end was about right	50	48
The notice that was given for the tenancy to end was too long	42	40
Total	105	100

Table 4.30 What do you consider a reasonable notice period to be for ending a tenancy?

	N	%
Less than 1 month	11	10
1 month or more but less than 2 months	68	64
2 months or more but less than 3 months	23	22
3 months or more but less than 4 months	4	4
4 months or more but less than 5 months	0	0
5 months or more but less than 6 months	0	0
6 months or more	0	0
Total	106	100

Table 4.31 In which area is this property? Please enter the name of the village/town/city.

Cookstown; Carrickfergus; North Coast; Coleraine; Newtownabbey; Enniskillen; Northern Ireland; Donaghadee; Belfast; Newtownards; Belfast; Belfast; Belfast; Dromore; Annalong; Lisburn; Banbridge; Newry; Bendooragh; Cookstown; Belfast; Belfast; Off Hollywood Rd East Belfast; Belfast; Belfast; Coleraine; Ballycastle; Cookstown; Belfast; Belfast; Belfast; Ballynahinch; Banbridge; Ahoghill; Belfast; Belfast; Banbridge; Whiteabbey; Coleraine; Newtownards; Newtownabbey; Craigavon; Belfast; Antrim; Antrim; Belfast; Portadown; Belfast; Belcoo Fermanagh; Dungannon; Lisburn; Ballymena; Newtownards; Portadown; Lisburn; Maghera; Newtownabbey; Whitehead; Belfast; Enniskillen; Newry; Enniskillen; Armagh; Belfast; Hillsborough; Belfast; Ballymoney; Portadown; Ballymoney; Belfast; Ballymoney; Falls Road; Crossgar; Botanic Avenue; Antrim; Larne; Bushmills; Portstewart; Belfast; Ballymoney; Armagh; Coleraine; Portrush; Belfast; Ballycastle; Ballymena; Belfast; Lisburn; Newcastle; Cookstown; Omagh; Belfast; Larne; Ballycastle; Dromore; Portadown		
Total responses		96

Table 4.32 Which of the following applies to you?

	N	%
I rent out a property where notice has recently been given to end the tenancy	52	48
I rent out a property with adaptations relating to age/disability	2	2
I rent out a property in need of adaptations relating to age/disability but these are yet to be undertaken	1	1
None of the above	53	49
Total	108	100

Part five – Conclusion

Most tenancies in Northern Ireland are ended by tenants, the vast majority by giving notice. They are ended for a variety of tenants' own reasons, with no one reason in the majority. The most common reasons are wanting to live in a different area; wanting a different size/type of property; for work/study/school reasons; and to buy a house.

Landlord-led terminations of tenancy on the other hand are small, representing just seven per cent of cases. Again, no reason is in the majority, but the most common ones are landlords wanting to sell the house or to regain the property for their own use or the use of their family.

More than three-quarters of adults who have left a private rental contract/ agreement say that the notice period their landlord/ agent was required to give them, or they were required to give the landlord/ agent upon leaving the property, was "about right to secure suitable alternative accommodation".

This supports a view of a local PRS that largely works for people in the NTQ context. Having said that, this does not mean that there are no problems that need to be addressed, particularly ones arising from changing characteristics of the market and changes to social security in recent years.

For adults who last left a PRS property within the past ten years, 19 per cent say the notice was too short, compared with just five per cent of those who left more than ten years ago. These differences may reflect changing market conditions, where it has become more difficult in recent years to secure alternative accommodation within the same notice period.

People who are unemployed are more likely to consider notice periods to be too short. This is likely to reflect a restriction of alternative housing options caused by the impact of recent changes to the welfare system and more restricted help with housing costs. The local housing allowance 'shared accommodation rate' particularly restricts options for younger, single people with low incomes. Some people are also refused PRS accommodation due to being in receipt of benefits.

A general cost-related barrier is the need to provide a deposit and rent in advance in order to move on to a new property, the price of which has increased as rents have risen in recent years. Shorter notice periods from landlords will impact on people's ability to raise such funds where they have limited means to do so.

There are also equality issues to consider. People who are living with a disability and who have caring responsibilities are more likely to consider notice periods to be too short. The research shows it is possible that PRS accommodation features fewer adaptations for disabilities than the norm, and more people who rent privately are waiting for these to be undertaken.

There is a need to address these issues and afford tenants more time to secure alternative accommodation that is suitable for their circumstances, while at the same time recognising that existing measures work for most people.

From a legal perspective, interference by the state with the contractual notice period represents 'control of use' under Article 1, Protocol 1 of the European Convention of Human Rights concerning protection of property. While it seems unlikely that the court would conclude that a statutory notice period of six months or less would violate the Convention, it is likely to take account of the exact conditions before finding that they are incompatible.

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.

While exceptions are beneficial in a legal context, fundamentally landlords need to be reassured that they can regain possession of their property within appropriate timescales in the small number of cases where things go wrong. Previous CIH member surveys on NTQ period extensions have shown support for longer notice periods but depending on the reason for the notice.

Longer NTQ periods will help tenants who need additional time to secure suitable alternative accommodation.

Our research shows that such a measure would not have a substantial impact on the market, where landlord-led terminations are uncommon and typically for genuine reasons like property sale that has a relatively long lead-in time in any case. (This is not to discount the financial benefit of sale to another landlord, where there is a tenant in situ who adheres to his or her obligations.) However, longer periods would serve to improve the reputation of the sector, promoting security over transience, while allowing landlords to recover the property in more appropriate timescales where things go seriously wrong.



Chartered
Institute of
Housing
Northern Ireland

CIH Northern Ireland
Carnmoney House
Edgewater Office Park
Belfast BT3 9JQ

T: 028 9077 8222
E: ni@cih.org

www.cih.org/NorthernIreland

