

Notice to Quit Consultation
Response from Propertymark
January 2022

Background

Propertymark is the UK's leading professional body for estate and letting agents, inventory providers, commercial agents, auctioneers, and valuers, comprising nearly 18,000 members. We are member-led with a Board which is made up of practicing agents and we work closely with our members to set professional standards through regulation, accredited and recognised qualifications, an industry-leading training programme and mandatory Continuing Professional Development.

Question 1: Do you agree that the length of notices to quit for landlord and tenants should be different?

1. Yes. Propertymark acknowledges that it may prove more difficult for a tenant to secure new accommodation than for a landlord to find a new tenant, given potential imbalances between supply and demand. We therefore agree that the length of Notices to Quit should reflect this and consider the proposed four-week and twelve-week periods, dependent on tenancy duration, for a tenant to serve notice to be fair and proportionate.
2. Additionally, we consider any extension beyond the four-week Notice to Quit period for tenants to be potentially unfavourable in terms of the establishment of a new tenancy and thus a hindrance to movement within the lettings market.

Question 2: Do you agree that Notices to Quit should vary depending on the length of tenancy?

3. Yes. Propertymark agrees with the proposal for Notice to Quit periods to be commensurate with tenancy duration, however we do have concerns that the application of significantly differing lengths of Notice to Quit periods could have unintended, distortionary effects on security of tenure within the private rented sector. We would also urge the Northern Ireland Executive to adopt consistent wording of Notice to Quit arrangements so that the legislation is sufficiently clear, particularly around tenancies of twelve months duration to ensure that the correct Notice to Quit period is provided.
4. The proposal that tenancies of "less than 12 months" will receive four weeks' notice, while tenancies of "more than 12 months" may receive up to twenty-six weeks' notice has the potential to disincentivise longer-term tenancies, particularly if appropriate exemptions are not put in place. In order to ensure security of tenure and encourage longer-term tenancies, the Northern Ireland Executive should consider keeping Notice to Quit periods relatively comparable so that an extended notice period does not provide an inducement to end a tenancy within the first twelve months that could otherwise have run for longer.
5. We consider a notice period of twelve weeks for tenancies of more than twelve months to represent a balance between tenants' and landlords' needs, whilst minimising the risk of a landlord terminating a tenancy due to a marked increase in the Notice to Quit period and inherent increase in uncertainty. However, we would support such a timeframe only on the basis that exemptions were also in place to provide assurances that a landlord could gain access

to a property more quickly in certain instances, such as in the case of significant arrears, property damage or anti-social behaviour.

6. Lastly, we note that the phrasing used to set out Notice to Quit proposals varies between consultation documents and the Private Tenancies Bill, leading to potential misinterpretation particularly around any required notice to end a twelve-month tenancy. Whilst acknowledging that a twelve-month fixed term tenancy can end upon expiry of the term with no legal requirement for either party to give notice, we feel that clarity would be enhanced if tenancies of twelve months were more explicitly referred to in the Bill and would urge the adoption of consistent wording to define Notice to Quit periods.
7. The Notice to Quit proposals as set out in the consultation document in Section 4.9 refer to tenancies of “*less than 12 months*” and tenancies of “*more than 12 months*”, giving a twelve-month tenancy an undefined Notice to Quit period. Meanwhile, the consultation questionnaire sets out proposals for tenancies of “*less than 12 months*” and tenancies “*from 12 months*”, seeming to imply a twelve-month tenancy a Notice to Quit period of 8 weeks. Finally, the Private Tenancies Bill sets out Notice to Quit periods for tenancies of “*not more than 12 months*” and tenancies of “*more than 12 months*” providing a third potential interpretation of a four-week Notice to Quit period for a tenancy of twelve months.
8. Though the consultation questionnaire makes clear that tenancies of twelve months or more will be subject to a Notice to Quit period of up to twenty-six weeks, pending the outcome of the consultation, we would urge the Department for Communities to be mindful of possible misinterpretation in the analysis of consultation responses. Care should be taken to ensure that any wording used in amending the Private Tenancies Bill is sufficiently clear with regard to Notice to Quit periods for tenancies of twelve months’ duration.

Question 3. Do you agree that the length of notice for shorter term tenancies of up to 12 months should remain at 4 weeks?

9. Yes, Propertymark agrees that a four-week notice to quit period for tenancies of less than twelve months is appropriate. Tenancies entered into on shorter-term agreements are likely to necessitate greater flexibility and the reciprocal arrangement between a tenant and landlord who must both serve four weeks’ Notice to Quit would appear appropriate in such circumstances.
10. We would, however, highlight the potential for misinterpretation of this question, as tenancies of “up to 12 months” could be deemed to include a tenancy of twelve-months’ duration.

Question 4. What do you think the Notice to Quit period that a landlord will be required to give a tenant should be (where the tenancy is between 12 months and 10 years in length)?

11. In recognition that tenants may encounter some difficulties finding alternative, appropriate accommodation, and to provide continuity for the sector given the provisions within the Private Tenancies (Coronavirus Modifications) Act (Northern Ireland) 2020, which will have been in force for two years upon their expiry in May 2022, Propertymark considers a twelve-week notice period for tenancies of twelve months or more to be appropriate and balanced. It is

crucial, however, that such an arrangement be implemented alongside exemptions enabling a landlord to repossess a property should circumstances necessitate it.

12. Furthermore, as indicated in our response to Question 2, we would urge additional clarity around Notice to Quit wording as, if it is the intention that a twelve-month tenancy is subject to an eight-week (or longer) Notice to Quit period, we do not consider the Private Tenancies Bill as worded to be sufficiently explicit in this regard.

Question 5. Do you think that there should be exemptions to this notice period?

13. Yes. The following exemptions should be implemented.

| Exemption | Reduced Notice to Quit if this exemption applies |
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| Abandonment – no longer occupying the let property | Four weeks |
| Anti-social behaviour – tenant has engaged in relevant anti-social behaviour | Four weeks |
| Arrears of at least one month’s rent for at least three consecutive months | Four weeks |
| Cessation of tied employment | Eight weeks |
| Criminal behaviour – relevant criminal conviction | Four weeks |
| Property damage – substantial damage to the property | Four weeks |
| Landlord or family member to reside in property | Four weeks |
| Repossession by mortgagee | Four weeks |
| Overcrowding notice has been served on the landlord | Four weeks |

Question 6. Do you think the length of Notice to Quit for those tenants living in an HMO or exemptions to the Notice to Quit should be different from that of other tenants in the Private Rented Sector?

14. No, PropertyMark does not think that Notice to Quit periods or exemptions should differ between tenants, and believes that, provided the appropriate exemptions and notice periods commensurate with such exemptions are in place, all tenants should be subject to the same arrangements irrespective of whether they rent a single dwelling or reside in an HMO. This would ensure that all tenants in the private rented sector would be treated in the same manner in respect to tenancy termination and would prevent discrimination against certain individuals who may be more likely to reside in an HMO.