

**Department for Communities – Consultation on Notice to Quit Periods (Northern Ireland)**  
**Response from Propertymark**  
**March 2026**

**Background**

1. Propertymark is the UK’s leading professional body of property agents, with over 19,000 members representing over 12,500 branches. We are member-led with a Board which is made up of practising 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.

**Consultation – overview**

2. The Private Tenancies Act (Northern Ireland) 2022 received Royal Assent in April 2022, bringing significant changes to the private rented sector in Northern Ireland. At the time of writing, March 2026, there are two sections left to come into force: setting of Minimum Energy Efficiency Standards for the private rented sector (PRS) and increasing notice periods for tenants. This consultation focuses on the latter. Before notice periods could be increased, the Department for Communities was required to set out exemptions for these notice periods and conduct an Equality Impact Assessment to ensure that people with specific identified individuals and groups under Section 75 of the Northern Ireland Act 1998 would not be discriminated against by the legislation. The consultation seeks views on the nature of the exemptions to longer notice to quit periods and the Equality Impact Assessment carried out.

**Propertymark response – summary**

3. Propertymark welcomes the opportunity to respond to the Department for Communities (DfC) consultation on notice to quit periods. As increasing competition for private rented homes leads to rising rents and a shortage of available homes, many tenants are staying in their homes for longer. Propertymark members have reported that most tenancies they are currently managing or have let out are over three years in length. This is backed up by recent research *Renting on the Island of Ireland*, which estimates the average length of time a tenant lives in a property before moving in Northern Ireland to be four years<sup>1</sup>. Considering that the average notice period will increase from eight weeks to six months, landlords must have the confidence that any tenant who breaches the terms of the tenancy agreement or causes distress to other tenants can be evicted through a clear, quick and smooth process. The potential outcome of failing to achieve this is that landlords who experience negative experiences of evicting tenants may end up selling their property rather than face lengthy void periods where they cannot collect rent. Given that landlords in Northern Ireland are more likely to own fewer properties than the rest of the UK, they are more vulnerable to void periods where they are not receiving any rent, especially if they are still paying off the mortgage on the property. Furthermore, a slow eviction process causes considerable disruption for other tenants living in the property. Tenants will benefit from having the confidence that action can be taken against other tenants causing issues. It is therefore in the best interests of landlords and tenants that exemptions to notice to quit periods can be made. To ensure these exemptions support landlords and tenants, we recommend the following five measures:

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<sup>1</sup> <https://threshold.ie/wp-content/uploads/2026/01/Renting-on-the-Island-of-Ireland.pdf>

- **Reduce the amount of rent arrears needed to begin the eviction process** – waiting up to two months before being able to start the eviction process will come at a high cost for landlords. For less scrupulous tenants, this allows them to avoid up to two months of rent payments before they can be evicted.
  - **Clear definition of Anti-social behaviour to prevent misuse** – a robust, clear definition of anti-social behaviour can give landlords confidence in the eviction process while protecting tenants who are not guilty of any kind of offence.
  - **The threshold for criminal offence circumstance must be “charged” rather than “convicted”** – convictions in Northern Ireland can take longer than the non-exempt notice periods, defeating the purpose of exemptions and potentially allowing a tenant who is a potential risk to other tenants or neighbours to live in the property.
  - **Evidence gathering requirements must be practical** – this is especially important for the anti-social behaviour circumstance, as landlords can find it challenging to gather the evidence required by local policy forces to issue charges. The DfC must work with the Police Service of Northern Ireland (PSNI) to fully understand the challenges and potential solutions to evicting tenants who are guilty of anti-social behaviour.
  - **Introduce additional circumstances: “repeat rent arrears” and “serious/repeated breach of tenancy agreement”** – certain key areas of concern for landlords aren’t covered by the existing legislation. Having the ability to evict tenants for tenancy breaches helps protect good tenants and landlords in situations where a tenant doesn’t technically meet anti-social behaviour or criminal offence requirements, but may be damaging the property or causing distress to the landlord or other tenants. Having a “repeat rent arrears” exemption helps prevent cases where tenants repeatedly fail to pay rent but can avoid paying rent in full as they don’t quite meet the two-month threshold.
4. Our response has also been informed through a focus group of 11 members. We will make their views clear where appropriate.

#### Consultation Questions – PropertyMark response

##### **Question 1: Do you understand why these circumstances and shorter notice periods are being introduced?**

5. Yes, we understand why these circumstances and shorter notice periods are being introduced.
6. We would also call for two new circumstances to be included. The first is a serious or repeated breach of the tenancy contract. While the anti-social behaviour and criminal offence exemptions would cover excessive damage to the property and harm to other tenants, there are other areas which are not covered but would cause considerable distress to the landlord and other residents. These include providing false information (such as a name, employment and guarantor) to the landlord during the tenancy application and not requesting consent from the landlord or agent when required, such as making alterations to the property, sub-letting, not disclosing other tenants living at the property in their household (such as a live-in partner or spouse) or failing to request permission to keep a pet. When we asked our focus group if they agreed that a “serious breach of tenancy agreement” should be considered a circumstance with a shorter notice period, 91% agreed. The top three commonly cited breaches our members thought should qualify include making alterations to the property without the landlord’s consent (64%),

subletting without the landlord’s consent (82%) and providing false information to the agent/landlord during the tenancy signing procedure (82%).

7. The second additional exemption we would recommend including is repeated serious rent arrears. 82% of our focus group agreed with this additional exemption. Within the guidance, tenants who pay the rent arrears within the one-month notice period will not be evicted, which we agree with. However, we have concerns that this can be exploited by less scrupulous tenants who would rack up rent arrears, only to pay part of the arrears off once a notice has been issued. Not only would this allow a tenant to breach the tenancy agreement, but it could increase costs for the landlord who would have to issue notice for eviction in order to force the tenant to pay rent arrears. This would also increase pressure on local courts who would have to take on additional cases. Having the “repeated instances of rent arrears” circumstance provides a method to evict tenants who are avoiding paying rent and helps to encourage the landlord and tenant to discuss alternative payment arrangements if the tenant is facing temporary financial challenges. This would be more beneficial in the long-term for landlords and tenants as well as relieve potential pressure on local courts. When asked, our members had a mixed response to what should be considered “repeated rent arrears”, including: 22% falling into serious rent arrears twice within six months, 33% three times within six months and 44% twice in two months.
8. For both circumstances, repeated arrears and breach of tenancy agreement, we would recommend that a one-month notice period be set.

**Question 2: Do you agree with the four circumstances where longer notice to quit periods would not apply? Please select yes/no for each of the circumstances below.**

- **Substantial arrears of rent**
  - **Serious Anti-social behaviour**
  - **Relevant Criminal Offence**
  - **Possession for occupation by the landlord or the landlord’s immediate family**
9. We agree that a shorter notice period should apply in each given circumstance. The survey of our members found 100% agreed with all the circumstances. The only exception to this was the “serious anti-social behaviour” circumstance, where one disagreed and another did not know.
  10. To cover each in order, for substantial arrears of rent, the shorter notice period will provide confidence to landlords that they would not have to wait potentially six months, through the extended notice periods, to evict tenants who may refuse to pay any rent once a notice has been issued. For serious anti-social behaviour, a shorter notice period helps not just protect a landlord’s property from damage but also protects other tenants, neighbours and the local environment. This also applies to a relevant criminal offence. For possession for occupation by the landlord or landlord’s immediate family, it is important to allow a landlord or their family to move into the home, especially in the case of an emergency.
  11. There are elements of the definitions of the notice periods that we have some concerns about. Firstly, for substantial arrears of rent, we would recommend reducing the amount of rent arrears for tenants before a notice can be provided to the following amounts:
    - Tenants who pay rent weekly, fortnightly or 4-weekly – from 8 weeks to 4 weeks
    - Tenants who pay monthly – from 2 months to 1 month
    - Tenants who pay their rent quarterly or annually – from within 2 months of the due date to within 6 weeks.

12. We recommend that this should be the case because the time that a landlord would have to wait before they start receiving any rent is longer than the legislation implies. Focusing on the most common rent payment period, (monthly) landlords would have to wait at least three months in total before evicting a tenant who is in rent arrears. This is because they would have to wait for two months for a notice to be handed, where they would typically wait a few days for the tenant to arrange payment, and then give the tenant one month to leave the property. Even if the tenant does leave after the three months, the landlord would avoid putting the property onto the market or have a start date for new tenants that's close to the eviction date until the tenant has moved out, as there is no guarantee that the tenant will leave, but also there is a risk that the tenant may not be taking good care of the property. The property will need to be cleaned for the letting agent to provide accurate photos for the property listing and to make sure the property is ready for new tenants. Given that new tenants often need to give notice before leaving their own property, landlords would often have to wait a further month before they start receiving any rent. Reducing the amount of rent arrears would avoid situations where the landlord misses so many rent payments that they either need to get the property remortgaged or sell due to the stress of the process. This is ultimately better for renters as there will be more properties on the market and it will avoid rent prices raising for these properties in an attempt to make up for lost rental income. Additionally, setting the notice to one month, with a month before it comes into effect, will allow landlords to evict tenants who incur two months' rent arrears at the point where they are two months in arrears.
  
13. We do not think that a lower threshold for rent arrears places undue pressure on tenants, as tenants, for one key reason, which is that they will still have an additional month to pay off any rent arrears before the notice comes into effect. This avoids situations where landlords will evict tenants on the day that rent payments are due, since tenants who are a few days or weeks late still have the opportunity to pay off their arrears. Tenants will still have the opportunity to speak with their landlords or managing agents to explain that they will pay the rent within the next payment period, so there would be no need to issue a notice. Should the rent arrears definition be set to existing thresholds, we would recommend allowing landlords to start the eviction process if there is evidence that a tenant cannot or will not pay rent by the time the eviction notice comes into effect.
  
14. For anti-social behaviour, we have one major concern, that the definition could be open to multiple interpretations. The aim of the legislation should be to avoid vindictive or abusive treatment of the circumstance, to ensure that claims are evidence-based and meet police standards. This would ensure that tenants aren't being evicted for minor infractions and help landlords to provide the right evidence when going through the eviction process. We would recommend using a clear legal definition with a clear list of instances that the PSNI has approved. This will make it easier when submitting evidence and avoid confusion as to when the notice would be successful if issued. There may be concerns that a strict definition will lead to situations where some tenants avoid being evicted despite causing concerns for the landlord, other tenants and neighbours. This is why we recommend introducing a circumstance around breaching the tenancy agreement.
  
15. For "convicted of a relevant criminal offence", we would recommend changing the definition from being "convicted" to "charged". We recommend using this for one key reason, that the average time that it takes for cases to be dealt with at all courts in Northern Ireland is 189, according to the most recent data from the Department of Justice<sup>2</sup>. Not only is this longer than

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<sup>2</sup> <https://www.justice-ni.gov.uk/publications/case-processing-time-criminal-cases-dealt-courts-northern-ireland-2425>

the 6 months' notice that is required for the average tenancy length, but it is also a considerable amount of time for a landlord and other tenants to wait to evict the tenant. Should there be a potential risk to the landlord, the property or other tenants, waiting for a conviction could cause additional harm or damage to the property. When our focus group was asked, only one agent disagreed with changing the definition from "convicted" to "charged". We would consider a combination of the charge and any photo evidence to be sufficient to enable the landlord to evict the tenant, even if they have not been convicted officially. If the DfC does not wish to update the circumstance to "charged" in all cases, we would recommend introducing an additional circumstance "charged of a serious criminal offence". This would only apply if the landlord can prove that the landlord, property or other tenants are under threat of harm.

16. For the final circumstance, for the possession or occupation by the landlord or the landlord's immediate family, we have one concern to raise regarding the definition of the circumstance. There is the possibility that a landlord may seek to use the clause to regain possession but then relet the property at a higher rent. To avoid this, we would recommend that the landlord be prohibited from renting out the property again for 12 months after regaining possession.

**Question 3: Do you agree with each of the four shorter notice periods as set out in the Regulations?**

17. As a whole, our members were split on the notice period required for a relevant criminal offence or serious anti-social behaviour. While 44% members favoured a 4-week notice for anti-social behaviour, 56% stated it should be 2 weeks (34%) or 1 week (22%). Members were evenly split between a smaller (9% less than one week and 18% one week), the same (36% two weeks) and longer (36% four weeks) notice to quit periods for tenants who had been convicted of a criminal offence. Furthermore, most members preferred a shorter notice period for when a landlord or an immediate family member needs to occupy the property. The majority (73%) of members said the notice period should be 2 months, and a further 27% stated the notice period should be one month.
18. As mentioned in our response to question 2, our concern with rent arrears is not the length of the notice period but with the definition of "serious rent arrears". Rather than suggesting a shorter notice period, a smaller amount of rent arrears with the same length of notice avoids lengthy periods for landlords where they receive no rent, without placing undue pressure on tenants who intend to pay their rent.
19. We agree with the notice periods for anti-social behaviour and the conviction of a criminal offence in most circumstances. However, if there is evidence that there could be a risk of immediate harm to occupants or serious damage to the property, we would recommend introducing a legal mechanism where the tenant would be prevented from returning to the property (with 24 hours' notice) while the appeal process is taking place. This will ensure that no further harm can take place to occupants, the landlord and the property within the 2-week notice period.
20. For a landlord to regain possession, in the event of an emergency, where the landlord or the landlord's immediate family would be at risk of homelessness, we would recommend that the notice for eviction be reduced to one month. This will provide the tenant(s) time to vacate the property, while preventing the landlord or their immediate family from becoming homeless. We would expect clear guidance on what would qualify as "at risk of homelessness" to ensure this isn't misused.

**Question 4: Did you find the guidance notes which explain your responsibilities as a tenant/landlord, under the Regulations, easy to follow?**

21. Aside from instances where we have called for additional guidance within our response, we have found the existing guidance notes easy to follow.

**Question 5: In each circumstance, what types of evidence do you suggest could be required to validate a shorter notice to quit?**

- **Substantial arrears of rent**
  - **Serious Anti-social behaviour**
  - **Relevant Criminal Offence**
  - **Possession for occupation by the landlord or the landlord's immediate family**
22. **Substantial arrears of rent** – we consider the existing evidence laid out in the guidance notes sufficient. A tenancy agreement and bank statements should be sufficient. Should the landlord be using a letting agent to manage the tenancy, the burden of proof should be on the agent to demonstrate that the tenant sent the rent payment, and this was sent to the landlord. We also recommend that additional evidence be provided if a tenant pays in cash, which may be more difficult to prove.
23. **Serious Anti-social behaviour** – this will be challenging as different local police forces may have a different standard of evidence required to issue a community resolution notice. Furthermore, property agents aren't currently confident in their ability to provide sufficient evidence. When asked, only 1 member of our focus group said they were confident, with 55% saying they were not. A further 18% stated they were very unconfident. To prove that the notice has been issued legitimately, we would recommend that a community resolution notice or police report that highlights the level of anti-social behaviour be required to issue an anti-social behaviour notice. We would also recommend that the DfC work with local authorities to signpost any guidance on what evidence would be required for police to investigate anti-social behaviour. By requiring police to be involved, a greater standard of evidence can be set to avoid misuse of the shorter notice to quit period.
24. **Relevant criminal offence** – should the notice be used for a tenant who has been charged but is currently awaiting trial, we would expect that the landlord should provide photographic evidence of any criminal damage or property misuse, as well as any evidence that the tenant was involved. This could include text messages, emails or statements from other tenants/neighbours. This would be used in combination with a police statement as to what the tenant has been charged with.
25. We agree with the evidence required for proof of occupation. This evidence should be used if the property is relet within the 12 months starting with the date the tenants move out, should the DfC wish to introduce restrictions on reletting.

**Question 6: We have presented a draft EQIA consultation report on the circumstances where longer notices to quit will not be issued. Do you agree with how we have carried out the EQIA?**

26. From reading the Assessment, we are happy in the way in which it has been carried out.

**Question 7: Within the EQIA we have outlined some adverse impacts that the circumstances where longer notices to quit will not be issued could have. Do you agree with the adverse impacts that we have identified?**

27. There are two additional comments we wish to make regarding the adverse impacts outlined by the EQIA.

- Firstly, gender. While any mitigations must focus on all victims of domestic abuse, especially where certain characteristics of victims may require different approaches, we agree with the assessment that most victims are women. Out of all potential additional considerations for women, the impact of victims of domestic abuse is most likely to have an impact due to the exemptions to notice to quit periods. We agree with assessments that women are more likely to be financially vulnerable and less likely to be able to afford rent if an abuser is evicted from the property. Any kind of mitigation will need to protect the victim from further abuse while ensuring that steps are taken to prevent them from being homeless. Additional consideration may need to be given if the victim has children, as children are more likely to have custody with the victim than the abuser, especially if the abuser is convicted of a criminal offence.
- Secondly, disability and mental health. We agree with assessments that people with disabilities are more likely to be victims rather than perpetrators of anti-social behaviour and that disabled people with the most in need of financial support and access requirements will more likely be renting in the social rented sector. However, there are people with disabilities living in the private rented sector who will struggle to find an appropriate property if given a shorter notice to quit period. This must be taken into account when setting mitigations.

**Question 8: We have outlined some possible mitigation measures to address these potential adverse impacts. Do you agree with the mitigating actions we have outlined?**

28. We generally agree with the mitigations included within the EQIA. It will be important for the Department for Communities to support protected groups if they are impacted by shorter notice periods to quit. In addition to the existing mitigations, two important mitigations will need consideration. These are victims of actions taken by other tenants in the property, especially if they are joint tenants, and the ability of existing tenants to find an alternative suitable property.

29. Firstly, focusing on victims of other actions taken by other tenants in the property, there are two challenges to consider when making a decision to evict tenants where there are claims of potential Sectarian Incidents or domestic violence. Firstly, given the sensitive nature of these issues, landlords and agents may be cautious to make judgments and evict accused perpetrators. Furthermore, given the sensitive nature of the crimes or incidents taking place, requests for evidence will need to be approached carefully with the alleged victim. This may in the long run, be worse for all parties involved, as incidents could continue. We would recommend that the DfC issue guidance on how to navigate the situation when it arises so that landlords and agents can feel confident that they can move forward with an eviction if necessary or seek measures to resolve issues if the incident is minor, although we would be cautious to consider this approach for domestic abuse. Out of a list of potential mitigations, Propertymark proposed to our members, this was the most favoured, with 82% members welcoming it. Secondly, agents and landlords will need to consider the impact on joint tenancies or, for a single household, where the tenancy is in one particular tenant's name. While the EQIA recommends provisions to allow for the tenancy agreement to continue without the abuser, there is no guarantee that the remaining tenant(s) would be able to continue the tenancy. On one hand, steps must be taken to stop any further abuse or crimes from taking place, but action could mean that the remaining victim(s) would be at risk of homelessness. For joint tenancies of multiple households, we

recommend that the DfC retain shorter notice periods for the evicted tenant but retain longer notice to quit periods for the remaining tenants so they can find alternative properties, should they need to. During this period, these tenants should continue to pay the rent that they were responsible for paying, to avoid them falling into rent arrears from needing to pay the rent the evicted tenant was responsible for. Considering this recommendation, the DfC may wish to issue guidance for all agents and landlords renting out HMOs to consider issuing separate tenancy agreements for each room, rather than the entire property. This would help to prevent situations where all tenants would be responsible for the rent payments of other tenants. For properties rented to one household, to avoid the victim from being at risk of homelessness, we would recommend that the DfC issue guidance for agents and landlords on how to negotiate arrangements for rent to be paid until the victim has sourced alternative property. This would ultimately be in the best interests of the victim, as they would likely wish to move to avoid the abuser from contacting them.

30. The second mitigation is to provide additional support for disabled persons. While our recommendations for joint tenancies apply, disabled people may need additional time to source a property that is suitable for their needs. Landlords and agents will require additional guidance on how to highlight additional support for disabled persons, such as the Discretionary Housing Payment and disabled facilities grant. Additionally, many of the issues faced by disabled persons could be resolved by ensuring that more landlords have access to funding that can make property suitable. We would recommend that the Department for Communities consider making grant funding more widely available to landlords so they can make common accessibility adjustments and advertise their properties as available to disabled persons. A further recommendation, considering that disability access needs to be built around the needs of individuals and must be installed on a case-by-case basis, the DfC may wish to consider introducing a scheme that allows landlords to work with local authorities so that they can register their property as suitable for disabled persons, where grant funding and specific property alterations can be installed based on the needs of the tenant looking to move in.