

Tenancy Protection

Know your Rights!

Starting to rent

Tenants of privately-owned residential property in the Isle of Man are protected by various Acts of Tynwald which give them certain legal rights. These rights do not apply to those living in bed sits, local authority accommodation or house shares (unless a lease is in place which names those sharing the property and the landlord). However, the content of this leaflet may offer some useful guidance for anyone seeking rented accommodation.

Rent books

By law, a rent book or other similar document MUST be provided by your landlord if:

- you pay rent at weekly, fortnightly or monthly intervals; and,
- a substantial part of your rent does not include board (meals).

If the above applies to your tenancy, it is a criminal offence if your landlord does not provide you with a rent book.

Information in rent books

A rent book must by law contain the following information:

- the name and address of your landlord;
- a record of the rent you have paid;
- the address of the property;
- the name and address of the landlord's agent (if he has an agent);
- the name and address of the person (if anyone other than the landlord) who is authorised to receive the rent from you;
- how often you must pay the rent (eg weekly, fortnightly or monthly);
- the amount of rent to be paid and whether the rates are included or not;
- whether the rent includes payment for:
 - occupation (without use of furniture);

- use of furniture;
 - services (e.g. electricity, gas, water);
 - board (meals provided regularly);
- details of any accommodation which you have a right to share with other people living in the building, for example a rear yard or garden; and
 - a notice like this:

“By virtue of the Landlord and Tenant (Miscellaneous Provisions) Act 1976 your landlord cannot evict you without a Court Order and without such an Order, it is a criminal offence for your landlord, or anyone else, to try to make you leave by using force or harassment. Your attention is further drawn to the following enactments under which you may be entitled to the protection of the law, namely –

- the Housing (Rent Control) Act 1948; and,
- the Landlord and Tenant Act 1954”;

Paying rent

Your rent book provides you with a record of rent payments which you make to your landlord. Make sure each payment is correctly written in the rent book and signed by the person who receives the rent to prove that the rent has been paid. As an added safeguard, you should make sure that you pay your rent to the person named in your rent book.

If your rent book is not available for any reason, make sure you are given a separate receipt. Check that the receipt accurately states the amount received, that it is dated and signed and that the name of the recipient is clearly shown on the receipt.

If you pay your rent at intervals of more than one month (e.g. quarterly or annually) your landlord is not required by law to provide you with a rent book. Therefore it is in your own interest to ask your landlord for a written tenancy agreement so that you know exactly where you stand if a problem with your tenancy arises.

The kind of information listed above (which must be contained in a rent book) can be included in the agreement. Make sure that you agree to the terms of the agreement before you and your landlord both sign it. When you sign a tenancy agreement, you are showing that you agree to the terms within it. So, if you intend to start renting a property, make sure you **do** agree with the terms **before** you sign and move in.

Paying a deposit

When you begin renting accommodation, you may be required by your landlord or his agent to pay a deposit. This deposit may be charged for various reasons. Usually, it is regarded as "security" by the landlord against damage to the property caused by the tenant or against rent arrears.

If you do not leave the property in the condition you found it, or you leave it owing rent, your landlord will probably keep all or part of the deposit you paid him. He may also keep it if you leave without giving the notice period required.

If you are asked to pay a deposit, make sure you know what it is for and the circumstances in which it will be kept by your landlord. Ask your landlord or his agent to explain exactly and **GET IT IN WRITING**.

Check the condition of the flat and note any damage before you pay the deposit so that you have some evidence of its condition when you started to rent. Also, get a receipt for the deposit and make sure the period of notice you are required to give when you quit is written down in your rent book.

You cannot choose to miss your final month's rent and ask for it to be taken from the deposit. It is important that before you leave you agree the condition of the premises with the landlord or take photographs to show it is in good condition.

Electricity charges

It sometimes happens that a tenant thinks he may be paying a very high rate for electricity. This may occur if the tenant is using a key meter to pay for electricity. If you think you may be paying too much, **check first** how much money you pay for the key and keep an accurate record for a few weeks. At the same time, make a list of all the electrical appliances you use and note how often you use them.

You can compare how much electricity various appliances use by looking at the leaflet produced by the Manx Utilities Authority (previously the Manx Electricity Authority). You can get a copy of the leaflet and the current rate per unit of electricity from the **MUA** or from the Office of Fair Trading. Remember that the leaflet is for guidance only and that your appliances may use slightly more or less electricity than the leaflet shows.

If you still think you are being overcharged for electricity, contact the Office of Fair Trading for advice.

Rent and repairs

Fair rents

Some tenants of privately-owned residential property may think that the amount of rent they are paying is unfair for the type and standard of property they are renting. If you think you are paying too much rent, you may be entitled to apply to the Isle of Man Rent and Rating Appeals Commissioners. The Rent and Rating Appeals Commissioners have the power to approve a rent, or reduce it to a level they think is fair, or they may dismiss an application. If a rent is approved or reduced, it is then registered by the Rent and Rating Appeal Commissioners.

When the Rent and Rating Appeal Commissioners consider a rent, they take into account:

- the type of property
- the condition of the property
- and rents charged for similar properties in the same area.

If you are thinking about applying to the Isle of Man Rent and Rating Appeal Commissioners, you may first find it useful to:

- look in the newspaper to see what rents are being asked for properties like the one you rent;
- make enquiries from estate agents about rents charged for properties like the one you rent;
- ask friends who rent similar properties what rent they pay.

If you still think your rent is too high, you can get help and more information from the Clerk to the Rent and Rating Appeal Commissioners on 685023.

Registered rents

If a rent is approved or reduced by the Rent and Rating Appeal Commissioners, it is registered in a public register.

Usually, if your rent has been registered, your landlord cannot put the rent up until after the registration expires. Registration normally expires after a period of 12 months.

However, the **landlord** may ask the Rent and Rating Appeal Commissioners to **reconsider** a registered rent before the expiry date has passed if the circumstances

have changed. He may wish to do this if, for example, he has carried out improvements to the property. In a case like this, the Rent and Rating Appeal Commissioners may reconsider the registered rent and re-register it at a higher level.

Protection from eviction

The law provides you with some protection from being turned out of your flat simply because you apply to the Rent and Rating Appeal Commissioners. If your landlord serves you with a Notice to Quit while they are considering your rent, or after they have taken a decision, the Notice to Quit will not normally take effect for a period of 12 months. But it may take effect sooner if the Rent and Rating Appeal Commissioners decide that a shorter period is appropriate.

Note: If an application is withdrawn, then a Notice to Quit may take effect seven days after the date it is withdrawn. To forcibly obtain possession, the Landlord must still obtain a possession order from the High Court.

Help with rent and rates

If your income falls below your needs you should contact Social Security at the Department of Social Care to check whether you may be entitled to any benefits, for example, Income Support, Job Seeker's Allowance, or Family Income Supplement.

Getting repairs done

Your landlord must maintain the exterior of your dwelling in a satisfactory state of repair. It may well be that there is a written agreement in which the landlord makes you, as tenant, responsible for some maintenance. This will be true especially in respect of internal repairs. However, he cannot generally remove his statutory responsibility for maintenance under the Housing Acts etc. by means of lease agreements, although he could take civil proceedings to enforce any such repair agreements against you. If you need repairs doing for which the landlord is responsible, tell him, or your rent collector about them **IN A LETTER AND KEEP A COPY.**

If he does not do the work, then write to him telling him that if he does not do the work within twenty eight days you will get quotations and have the work done yourself and deduct the amount due for the work from your rent. If he does not respond to this, at the end of the twenty eight day period get two quotations. Send both the quotations to your landlord, keeping copies, saying that if he does not instruct the lowest of the two quotations within seven days you will instruct them to undertake the work and you will deduct the amount of the work from your rent.

Whenever you send a letter or quotation always keep copies. If you have difficulty in getting your landlord to do the repairs, you can also ask the

Environmental Health Officer at the Department of Environment, Food and Agriculture, or your local authority to inspect the property. If any actionable repairs are necessary, the Department of Environment, Food and Agriculture or the local authority may be able to take action against the landlord (at no cost to you) to require him to carry out the work.

Alternatively, you may want to seek advice from an Advocate to see:

- if you can take your landlord to court to order him to do the repairs; or
- if you are entitled to claim for loss or damage of personal possessions caused by repairs not being done.

You may be entitled to Legal Aid to help you to do this. Ask your Advocate about this.

Gas safety law

The law states that it is the responsibility of the landlord to maintain all gas appliances and flues that are owned by the landlord in a safe condition. It is a legal requirement that such appliances and flues are checked for safety at least every 12 months. In addition, written records must be kept for each appliance giving details of the dates of inspection, any defects identified and any remedial action taken. Such records should also be available for inspection by tenants, upon request.

Gas Safety Leaflets produced by the Health & Safety Directorate, Department of Infrastructure can be obtained from that Department or the Isle of Man Office of Fair Trading.

Harassment and eviction

Harassment

It is a criminal offence for your landlord to harass you. Examples of actions which may amount to harassment are:

- cutting off your water, gas or electricity supply
- threatening you to get you to leave
- changing the locks to get you to leave
- interfering with your possessions
- moving into a part of your home
- making a nuisance of himself
- entering the property at unreasonable times and with unreasonable frequency.

Your landlord (and anyone authorised by him) may enter the property, but only at reasonable times and for reasonable purposes such as checking the condition and state of repair of the property or to carry out repairs for which he is responsible; so you must allow him to enter.

There are some circumstances where the landlord may wish to enter while you are not at home, for instance in an emergency. Have a look at your tenancy agreement or your rent book, or check with your landlord to see if he retains the right to enter the premises and the circumstances under which he would do so. Ask him to agree to letting you know in advance (for example 24 hours before) if he intends to enter your house or flat and the reason or purpose for which he intends to do so, especially if you might not be at home when he wants access. Get this agreement in writing if it is not already.

If you think you are being harassed by your landlord or by someone on his behalf, ask for help from the Police. It will help if you keep a diary of any threats or incidents and any witnesses. You may also be able to take the landlord to court yourself depending on the nature of the incidents, but you may need to seek advice from an Advocate first.

Eviction

It is a criminal offence for your landlord to evict you without an Order from the High Court, unless he proves that he had reasonable cause to believe that you were no longer occupying the property.

This is the case whether your flat is furnished or unfurnished, and whether or not your tenancy agreement has come to an end. If your landlord tries to physically put you and your possessions out of the property **without a Court Order**, ask for help from the Police.

REMEMBER, A NOTICE TO QUIT IS NOT THE SAME AS A COURT ORDER.

If you are served with a Notice to Quit, it is best to consult an Advocate, for whose services Legal Aid is available for some people who are on low incomes. Your Advocate will be able to tell you almost immediately whether you are entitled to Legal Aid or not, but if you are worried about the cost, shop around by ringing Advocates of your choice to see how much they are likely to charge while they are assessing your eligibility.

If your landlord gets a Court Order, (generally known as a "Possession Order") you will normally be given a fixed period to vacate the premises. The court can also order a postponement of enforcement of the Court Order up to a limit of 12 months from the date of the original order, subject to any terms and conditions the court thinks are appropriate.

A Notice to Quit must be in the prescribed form which advises of your rights under the law and states the time by which the landlord wishes you to leave. You cannot be evicted at the end of this period unless the landlord obtains a court order.

A valid notice to quit must contain at least the following:

"By virtue of the Landlord and Tenant (Miscellaneous Provisions) Act 1976 your landlord cannot evict you without a court order and without such an order, it is a criminal offence for your landlord, or anyone else, to try to make you leave by using force or harassment.

Your attention is further drawn to the following enactments under which you may be entitled to the protection of the law, namely –

- the Housing (Rent Control) Act 1948
- the Landlord and Tenant Act 1954";

IMPORTANT

Whilst reasonable care has been taken in writing this leaflet, readers are reminded that the Courts ultimately decide points of law. No responsibility is accepted for the legal accuracy of the contents of this leaflet.

Useful addresses and telephone numbers

Isle of Man Office of Fair Trading

Thie Slieau Whallian
Foxdale Road
St Johns
IM4 3AS

Tel: 686500

E-mail: iomfairtrading@gov.im

www.gov.im/oft

Department of Environment, Food and Agriculture

Thie Slieau Whallian
Foxdale Road
St Johns
IM4 3AS

Tel: 685894

Ask for the Environmental Health Officer

Social Security, Department of Health and Social Care

Markwell House
Market Street
Douglas
IM1 2RZ

Tel: 685094

Ask for the Income Support Group

Department of Infrastructure

Sea Terminal
Douglas
Isle of Man
IM1 2RF

Tel: 850000

Clerk to the Isle of Man Rent and Rating Appeal Commissioners

Tribunals and Probate Section
Isle of Man Courts of Justice
Deemsters Walk
Bucks Road
Douglas
IM1 3AR

Tel: 685023

Housing Matters

Tel: 675507

www.housingmatters.im

The Office of Fair Trading is committed to providing access to its services to all sections of the community. The information in this publication can be provided in large print or audio on request. If you would like further information in relation to accessing services, please do not hesitate to contact the Office.

Isle of Man Office of Fair Trading
Thie Slieau Whallian
Foxdale Road, St Johns
Isle of Man IM4 3AS
www.gov.im/oft
Phone: (+44) 01624 686500
Fax: (+44) 01624 686504
Email: general.fairtrading@gov.im