PRE-ACTION PROTOCOL

IN THE COUNTY COURT OF NORTHERN IRELAND

PRE-ACTION PROTOCOL FOR EJECTMENT PROCEEDINGS BASED ON NON-PAYMENT OF RENT IN SOCIAL HOUSING SECTOR

Application and Scope

This Pre-Action Protocol applies to all ejectment proceedings based on non-payment of rent in the social housing sector in the County Court of Northern Ireland.

This Pre-Action Protocol has effect from 23 November 2026.

Signed this 23rd day of November 2026.



The Right Honourable Dame Siobhan Keegan

Lady Chief Justice of Northern Ireland

IN THE COUNTY COURT IN NORTHERN IRELAND

EJECTMENT PROCEEDINGS BASED ON

NON-PAYMENT OF RENT IN SOCIAL HOUSING SECTOR

PRE-ACTION PROTOCOL

CONTENTS PAGE

Introduction	2
Aims	2
The overriding objective	3
Scope	3
Definitions	3
Initial Contact	4
Court proceedings	6
Checklist for compliance with the Pre-action Protocol	8

1. INTRODUCTION

1.1 This Pre-action Protocol ['this protocol'] describes the behaviour the County Court ['the court'] will normally expect of the parties prior to the commencement of a possession claim that falls within the scope of paragraph 4.1 below.

1.2 This protocol does not alter the parties' rights and obligations.

1.3 This protocol recognises that it is in the interests of both landlords and tenants to ensure that rent is paid promptly and to ensure that difficulties are resolved wherever possible without court proceedings. Tenants have a responsibility to pay their rent on time and social landlords have a responsibility to maintain and sustain tenancies. There will however be occasions when failure by a tenant to pay rent may result in more serious action being taken resulting in court action and eventual eviction. Eviction should always be viewed as a last resort and should only be used when all other avenues have been exhausted.

2. AIMS

2.1 This protocol aims to:

(a) ensure that landlords and tenants act fairly and reasonably with each other in resolving any matter concerning rent arrears consistent with the Department for Communities guide to *Managing Rent Collection*;

(b) encourage more pre-action contact between landlords and tenants in an effort to achieve agreement between parties; and

(c) enable court time to be used more effectively where an agreement cannot be reached.

3. THE OVERRIDING OBJECTIVE

3.1 The '*overriding objective*' applies to the entirety of the pre-action period and to active proceedings. The overriding objective, as currently set out in Order 58 Rule 1 of the County Court Rules (Northern Ireland) 1981, is to enable the Court to deal with cases justly, which includes so far as is practicable:

(a) ensuring that the parties are on an equal footing;

(b) saving expense;

(c) dealing with the case in ways which are proportionate to:

(i) the amount of money involved;

(ii) the importance of the case;

(iii) the complexity of the issues; and

(iv) the financial position of each party;

(d) ensuring that the litigation is dealt with expeditiously and fairly;

(e) allotting to it an appropriate share of the Court's resources, while taking into account the need to allocate resources to other cases.

4. SCOPE

4.1 This protocol applies to ejectment proceedings for non-payment of rent brought under the County Court Rules (Northern Ireland) 1981. It applies to proceedings taken by landlords in the social housing sector based solely on claims for rent arrears. This protocol does not apply to claims for possession where there is no security of tenure.

5. DEFINITIONS

5.1 In this protocol, the expression:

'current arrears' means arrears that are accruing on an on-going basis;

'landlords in the social housing sector' means the Northern Ireland Housing Executive and registered social landlord as defined pursuant to the Housing (Northern Ireland) Order 1992;

'static arrears' means arrears that are not continuing to accrue;

'technical arrears' means arrears in respect of income due from a public sector organisation receivable by the social landlord directly.

6. INITIAL CONTACT

6.1 The landlord should contact the tenant as soon as reasonably possible if the tenant falls into arrears, to discuss the cause of the arrears, the tenant's financial circumstances, the tenant's entitlements to benefits, and repayment of the arrears. If there is uncertainty around the tenant's entitlement to benefits the landlord should encourage the tenant to liaise with the appropriate Government agency or Department (such as the Department for Communities). Where contact is by letter, the landlord should write separately to each named tenant. This letter should include details as to:

(a) the amount of arrears owed and the tenant's entitlement to request the information and documentation referred to in paragraph 6.4 below;

(b) an invitation being made to contact the landlord to discuss proposals for payment, including a statement to the effect that the tenant can at any time contact the landlord, and ask for a statement of arrears;

(c) how to contact the landlord;

(d) the appropriate agencies to contact if the tenant needs to apply for benefits;

(e) where independent advice on benefits, debts and housing issues can be obtained, together with an indication that such advisers may be able to assist the tenant in drawing up a financial statement and making a proposal for payment; and

(f) the possible consequences of failing to take steps to reach a solution with the landlord.

6.2 Bearing in mind that rent arrears may be part of a general debt problem, the landlord should advise the tenant of the appropriate sources of free independent benefits, debt and housing advice as soon as possible. This should include advising the tenant of a specialist housing advice body such as the Housing Rights Service, who may be able to also provide free court representation, or of other bodies such as Advice NI.

6.3 The landlord and tenant should try to agree reasonable, realistic and sustainable sums for the tenant to pay towards arrears based on the tenant's income and expenditure (information on which the tenant should make

available) and consistent with good practice debt advice guidance. The tenant should bear in mind that, in order to do this, it may be helpful for the tenant to meet with an independent adviser who may be able to assist the tenant to draft a financial statement and offer letter for payment of any arrears. The landlord should clearly set out in pre-action correspondence any time limits with which the tenant should comply.

6.4 The landlord should, upon request, provide the tenant with copies of rent statements in a comprehensible format, from the date when arrears first arose, showing all amounts of rent due, the dates and amounts of all payments made, whether through Housing Benefit, Universal Credit Housing Costs and Rates Rebate or by the tenant, and including a running total of the arrears. The statement should identify the nature of the arrear and clearly differentiate between current arrears, static arrears and technical arrears where appropriate and practicable.

6.5 If the landlord is aware that the tenant has difficulty in reading or understanding information given to him/her, the landlord should take reasonable steps to ensure that the tenant understands any such information. The landlord should be able to demonstrate that reasonable steps have been taken to ensure that the information has been appropriately communicated in a way that the tenant can understand.

6.6 The landlord should consider at an early stage whether the tenant is under the age of eighteen, or is otherwise vulnerable and, if so, then as to whether:

(a) any issues arise in relation to duties under the Disability Discrimination Act 1995, or Section 75 of the Northern Ireland Act 1998; or

(b) a referral to Social Services should be made.

6.7 Where a private arrangement cannot be reached under para 6.3, if the tenant is in receipt of a qualifying benefit, the landlord should arrange for arrears to be paid by the Department of Communities from the tenant's benefits.

6.8 The landlord should offer to assist the tenant in any claim the tenant may have for Housing Benefit, Universal Credit Housing Costs and Rates Rebate.

6.9 The landlord should make every effort to establish effective on-going liaison with the offices dealing with the relevant claim and, where the tenant has provided consent to the relevant office for their information to be shared, make direct contact with the offices dealing with the relevant claim before commencing possession proceedings.

6.10 The landlord and tenant should work together to resolve any Housing Benefit, Universal Credit Housing Costs and Rates Rebate problems.

6.11 Possession proceedings for rent arrears should not be commenced against a tenant who can either demonstrate or have the landlord confirm:

(a) that the tenant has completed a Housing Benefit, Universal Credit Housing Costs and Rates Rebate form and provided the offices dealing with the relevant claim with all evidence required to process a Housing Benefit, Universal Credit Housing Costs and Rates Rebate claim (or, where there has been a change to the tenant's Housing Benefit, Universal Credit Housing Costs and Rates Rebate, the tenant has appealed that change); and

(b) the tenant has paid the landlord other sums due not covered by Housing Benefit, Universal Credit Housing Costs and Rates Rebate; or

(c) that direct deductions can be taken from social security benefits towards arrears.

6.12 If the tenant complies with an agreement to pay the current rent and reasonable, realistic and sustainable sums towards arrears that are consistent with good practice debt advice guidance, the landlord should agree to postpone court proceedings as long as the tenant keeps to such agreement. If the tenant ceases to comply with the agreement, the landlord should warn the tenant of the intention to pursue proceedings and give the tenant clear time limits within which to comply.

7. COURT PROCEEDINGS

7.1 The landlord should:

(a) inform the tenant of the order sought;

(b) inform the tenant of the date and time of any court hearing;

(c) stress to the tenant the importance of attending the hearing to take the opportunity to explain his/her circumstances, since the tenant's home is at risk, and remind the tenant of sources of independent legal advice; and

(d) keep records of such advice.

7.2 Where the landlord issues court proceedings, the landlord should, when lodging the civil bill for issue, request that the proceedings are not listed for hearing earlier than 38 days from the date of issue. A copy of the completed 'Checklist for compliance with the Pre-Action Protocol for Ejectment Proceedings' (Annex A below) is required to be filed with the civil bill to the Court Office. The landlord should, not less than 28 days before the date set for the hearing:

(a) provide the tenant with up-to-date rent statements detailing the nature of arrears as outlined above at paragraph 6.4; and

(b) disclose the knowledge the landlord possesses of the tenant's Housing Benefit, Universal Credit Housing Costs and Rates Rebate position to the tenant.

7.3 Parties should be able, if requested by the Court, to explain the actions that they have taken to comply with this protocol. If the landlord is aware that the tenant is vulnerable and/or has had difficulty understanding the situation, the landlord should bring this to the attention of the Court.

Annex A

Checklist for compliance with the Pre-Action Protocol for ejectment proceedings based on non-payment of rent in the social housing sector

CASE NUMBER

……

NAME OF TENANT

……

		Response/comment
1.	On what date was the Tenant 'T' contacted to discuss the cause of the arrears, their financial circumstances and their entitlement to benefit?	
2.	Have copies of all letters/documents been sent to each joint tenant separately?	
3.	If T has not responded, have you tried different forms of contact such as by phone and/or visiting?	
4.	Has T been referred to appropriate sources of free independent benefits, debt and housing advice as soon as possible where it is not clear that they are already obtaining such advice?	
5.	Where T is in receipt of qualifying benefits have direct deductions been applied for?	
6.	Has any agreement been reached with T for reasonable, realistic and sustainable sums to be paid off the arrears?	
7.	If an arrangement was reached, what were the time limits for payment to be made?	
8.	Has the tenant requested rent statements and, if so, were they provided in a comprehensible format in accordance with paragraph 6.4?	
9.	Does T have difficulty in reading and/or understanding information given/letters sent and if so, has information been appropriately communicated?	
10.	Is T aged under 18 or otherwise vulnerable and, if so, should you make a referral to Social Services?	

11.	Do any issues arise under the Disability Discrimination Act 1995 or under section 75 of the Northern Ireland Act 1998?	
12.	Does T need assistance in applying for Housing Benefit, Universal Credit Housing Costs and Rates Rebate?	
13.	Has a Housing Benefit, Universal Credit Housing Costs and Rates Rebate claim been submitted to the appropriate office dealing with the claim with all the evidence required to support an application?	
14.	Is there a reasonable expectation of an entitlement to Housing Benefit, Universal Credit Housing Costs and Rates Rebate?	
15.	Are sums which are not covered by Housing Benefit, Universal Credit Housing Costs and Rates Rebate payable to the rent account?	
16.	Is Housing Benefit, Universal Credit Housing Costs and Rates Rebate information up-to-date?	
17.	What was the most recent date that T was contacted to discuss the cause of the arrears and repayment options?	
18.	If there was previously an arrangement for payment of the arrears, on what date was T warned of the intention to start Court action?	
19.	When lodging the civil bill, did the landlord request that the proceedings not be listed earlier than 38 days from issue and provide the tenant with an up-to-date rent statement detailing the nature of the arrears not less than 28 days before the hearing?	
20.	Has T been to appropriate sources of free independent debt advice to ensure that T has been given opportunity to arrange representation at the hearing?	
21.	Has T been informed of the date and time of the hearing and the importance of attending the court hearing and possible consequences of not attending the court hearing?	
22.	Has T complied with any arrangement to pay off arrears entered into after Court proceedings were started?	