

## **GUIDE FOR LANDLORDS**

### **Introduction**

#### **- purpose of guide**

The purpose of this guide is a general overview of the financial and legal aspects of letting. We hope that the guide will be useful to both novice and experienced landlords. Telephone numbers and addresses of useful contacts draft tenancy agreements and other useful documents such as notices to quit.

#### **- updating arrangements, ideas & suggestions**

This guide will be updated regularly in line with any legislative and other changes which affect the private rented sector. We will put landlords' details on a data base, (on request), for the purposes contacting them when changes occur.

### **Disclaimer**

Every effort has been made to ensure that the contents of this guide are accurate. However this Guide is not intended to provide a comprehensive and authoritative statement of the law.

## **Section A –**

### **START UP**

#### **1. Financial Decisions**

-The following are very important considerations when letting property. Letting your property may affect your mortgage interest tax relief,(MIRAS), your tax liability and building and other insurance premiums.

Other financial considerations include the cost of:

repairs and improvements to ensure the property meets fitness and safety standards and ongoing maintenance costs

furnishing the property- A furnished property should have all necessary furniture,( but not usually televisions and stereos),kitchen equipment and bedding but not usually linen.

Advertising,

lettings agency fees,

solicitors fees,

permission to let from building society-Most mortgage lenders want to be consulted before you let your house because they may wish to approve the tenant/s or type of tenancy agreement.

Always get advice from the Housing Advice Centre if you are not sure about how to proceed.

#### **2. Planning Permission**

-You may require planning department and building regulations consent, before letting some properties you should always get advice from your local planning department before you proceed.

#### **3. Finding a Tenant**

**- Accommodation Agents:**

most landlords appoint accommodation/letting agents to find tenants and manage their property. However they all charge fees which range from 10% to 15% . Most letting agents offer a comprehensive service when managing your property. However it is advisable to shop around and check whether the agents belong to an association such as ARLA. You should also check and that they keep separate accounts for deposits etc., ask to speak to their existing tenants and landlords to check their reputation etc.

#### **- Guarantors-**

It is advisable to ask for guarantors for tenants of limited financial means such as students or young persons under 18 years

#### **-Advertising-**

you can advertise yourself :  
in your local newspaper  
by word of mouth  
some shop windows and library notice boards  
community centres  
some council office notice boards

#### **- References -**

it is good practice to obtain references before letting to a tenant. References should focus on character and financial status. Normally a tenant's previous landlord, employer or bank are good source of references.

## **4. Deposits**

### **What Is A Deposit?**

A lump sum of money paid to the landlord or agent before a tenant moves into a rented property. It may be called a deposit or bond. This money should be refunded when the tenant moves out unless s/he has damaged the property, has not cleaned the property before leaving or s/he owes you money or has failed to return the keys.

### **What is "advance rent"?**

A landlord or agent may ask for advance rent. You cannot charge more than two months rent in advance. This money is not refundable when a tenant moves out as it covers their rent.

### **What is "key money"?**

This is money held by the landlord or agency as a deposit for keys. It may be returnable or non-returnable, depending on the landlord or agent.

### **Good practice**

1. What does your deposit cover? The Government's guidelines on assured and assured shorthold tenancies state that landlords should write this down clearly in the tenancy agreement the circumstances under which part, or all of the deposit may be withheld at the end of the tenancy
2. A deposit should be no more than one and half months rent
3. Agree an inventory with your tenant detailing all furniture and fittings in the property and the general state of the property. If you do not provide one, this could be a source of disputes when a tenant moves out
4. Always give the tenant a receipt for any money paid.
5. Always keep a deposit in an independent/separate deposit account
6. Always return the deposit within 14 days of the tenant vacating the property

### **Can I withhold all or part of the tenant's Deposit?**

When the tenancy ends and the tenant leaves the property, s/he should be entitled to a refund of his/her

deposit. You not refuse to return deposits without a valid reason/s. Common reasons for why you may not return deposits are:-

#### **A Rent Owing**

If you are owed rent when the tenant moves out, you may keep all or part of the deposit to offset the money owed.

#### **B Damage or dilapidations**

Damage or dilapidations,( but NOT fair wear and tear), to your property caused by the tenant or his/her invited guests.

### **5. Rent & Bills**

For tenancies created since the Housing Act 1988 there are few restrictions on the rent a landlord can charge, but you should consider the market and what the rent covers before proposing any rent figure. When deciding on this figure, consider the quality of the accommodation, its size, the services or furniture included and the property's location. Take the advice of your letting agent if you are using one. Check advertisements in the press for rent levels of similar accommodation in your area. You could also consult your local [Rent Officer](#) for advice on your particular area .

If you set a rent that is too high in the first term of an Assured Shorthold tenancy, the tenant can refer the rent level to the area [Rent Assessment Panel](#) for a reasonable market rent to be set .

### **6. Setting up a Tenancy**

#### **- types of agreement-**

if you are letting your property to two or more persons you should decide whether you want to grant a 'sole' or ' joint tenancy '

a sole tenancy means that you grant the tenancy a room or the whole property to one person. S/he is liable for the rent and other obligations under the terms of the tenancy.

A joint tenancy means that you grant a tenancy of a room or the whole property to two or more tenants. Each tenant becomes jointly and individually liable/responsible for meeting the term of the tenancy including the obligation to pay rent. This means that if one tenant leaves before the end of the tenancy without your consent, the remaining tenants will be liable for paying all the rent on the property.

#### **- types of tenancy**

All tenancies, which began on or after 28th February 1997 where the landlord is not a resident landlord, are automatically *assured shorthold* tenancies. It allows private landlords to let their property for a short period and regain possession six months after the beginning of the tenancy. Other tenancies, which began before 28th February 1997, may not be assured shorthold tenancies. You should always get advice if you are not sure.

You can end an assured shorthold tenancy at any time after 6 months, provided any fixed term you have agreed has ended. You only need to give your tenant 2 months' written notice that you want your property back. You can also end an assured shorthold tenancy at any time using certain "grounds" (reasons) for possession as set out in the legislation (see section on grounds for possession).

For tenancies starting after 28 February 1997, you do not have to agree an initial fixed term although you may do so if you wish. You may agree a fixed term for less than 6 months if the tenant agrees or the tenancy can be left open-ended (periodic tenancy). However, the tenant has a right to stay in the property for a minimum of 6 months. This means that even if you agree a fixed term of less than 6 months, or a periodic tenancy from the outset, you do not have guaranteed right to possession if the tenant refuses to leave during the first 6 months of the tenancy.

However some landlords may wish to grant ordinary *assured tenancies*. This gives the tenant long term security, and the landlord will get possession only if certain grounds are met. An assured tenancy can only be created by giving the tenant notice that the tenancy is an assured tenancy before the beginning of the tenancy or include a declaration in the tenancy agreement to this effect. If you let

your property on an assured tenancy, your tenant has the right to remain in the property unless you can prove to the court that you have grounds for possession.

For assured tenancies starting on or after 28 February 1997, you must either give the tenant a notice which says that the tenancy is not a shorthold tenancy before the beginning of the tenancy, or include a simple declaration in the tenancy agreement to this effect. If you decide after the tenancy has started that it should be on assured terms, you can serve the notice after the tenancy has started. There is no special form for giving this notice - you simply need to state clearly that the tenancy will not be a shorthold tenancy. If the tenancy began before 28 February 1997 or was agreed in a contract before this date and you did not serve a Section 20 notice before the tenancy started, then the tenancy is automatically an assured tenancy in law even if you had an oral agreement with the tenant that it was a shorthold tenancy.

When the assured tenancy comes to an end, you do not have an automatic right to repossess the property unless certain 'prior' notice is formally given before the start of the tenancy. If, for example, you are letting your home because you had to leave it temporarily, e.g. you are working away from home, you can give formal written notice of this beforehand. This prior notice must be absolutely correct, so get help from a solicitor. You will then be entitled to possession of your home when you return - although if the tenant does not leave you must follow the correct legal procedures to evict. Get advice before you act. There are several circumstances when a 'prior notice' may be applicable, but it must always be issued before the tenancy agreement itself, otherwise it is legally invalid.

If the tenant breaches the agreement during the tenancy it may be possible to take steps to evict the tenant. See 'When I want my tenant to go'. If there are no grounds to evict a tenant under Schedule 2 of the Housing Act 1988 as amended by the Housing Act 1996 (see page 21) and the tenancy is not a shorthold then you will not be able to evict the tenant. You therefore need to consider carefully your future requirements before you let your property.

### **Good practice when granting tenancies**

Always draw up a written tenancy agreement.

Under sections 1 to 4 of the Landlord and Tenant Act 1985 a tenant has a right to be given the following information:

A written statement of your name and address. This applies if you have been assigned or inherited a property with an existing tenant. This can be written on a the tenancy agreement;

If the tenant pays rent weekly s/he is entitled to be given a rent book or other similar document for use in respect of the premises.

If you fail to provide the above when the tenant has requested it in writing, you commit a summary offence and will be liable on conviction, to a fine.

Whenever you let accommodation to someone you are entering into a legal contract or agreement, even if it is not in writing. You have, in effect, contracted to provide someone with a home in exchange for money. You must supply what you have agreed to supply. You and your tenant may agree rent, heating or electric charges, 'house rules' or whatever. But no such agreement takes away your legal rights and responsibilities in the landlord/tenant relationship. Written agreements are therefore important as they spell out the obligations of the parties before the contract begins, and both sides can take advice. Both parties should sign the agreement to show they have agreed to it.

If you want to draw up your own agreement, get advice. If you know that you will want the property back with vacant possession in the short or medium term drawing up your own agreement is not a good idea. Assured Shorthold or Assured tenancies, where you want to serve prior notice, are more technical than merely filling in forms, and are only valid if absolutely correct. Your residential letting agent will be able to draw up an agreement for you. Make sure it complies with what you want, and that you understand it! Even buying printed forms can be risky, and definitely don't borrow an agreement from a friend. You may end up copying mistakes.

For resident landlords and people letting long-term there are not so many formalities. But do not make the language of any agreement 'legalistic' - just write simply and clearly, describing what you expect from your tenant and what you are offering in return. Read the agreement, and once you think it is right, get advice. Make sure your tenant also understands the terms of the agreement before the tenancy begins.

If you are unsure about any legal point consult with your solicitor or housing adviser. And however you draw up your agreement, always make sure the tenant has a copy.

## **UNFAIR CONTRACT TERMS IN TENANCY AGREEMENTS**

**The Regulations say that a consumer is not bound by a standard term in a contract with a seller or supplier if that term is unfair. Under the Unfair Terms regulations,**

A standard term fails the test of fairness 'if, contrary to the requirement of good faith, it causes a significant imbalance in the parties' rights and obligations arising under the contract, to the detriment of the consumer' (see Regulation 5(1)). In the words of the House of Lords 'the requirement of significant imbalance is met if a term is so weighted in favour of the supplier as to tilt the parties' rights and obligations under the contract significantly in his favour.'

**FOR ACCESS TO THE FULL TEXT OF THE REGULATIONS CLICK ON THIS LINK: [OFT Reg.](#)**

**The regulations also give the OFT and Qualifying Bodies powers to stop the use of unfair standard terms by businesses and prevent anyone recommending such terms, if necessary by obtaining a court injunction.**

**Tenancy agreements need to be clear and fair. It is advisable for lettings agents and landlords to review their tenancy agreements, to ensure that they meet required standards of fairness.**

### **Rent Act Tenants**

Tenancies entered into before the 1988 Housing Act came into force are generally called Protected or Regulated tenancies. Such tenancies are governed by the Rent Act 1977. If a new landlord buys a property occupied by a protected tenant the tenant retains his/her protection under the Rent Act. This includes the right to a 'fair rent'. A protected tenant also retains his/her protection under the Rent Act if the same landlord grants the tenant a new tenancy, even after 15 January 1989.

Problems can arise if you take over a property which has a sitting tenant and there are no written agreements as to the tenancy. Ask the tenant for his or her views on the tenancy terms and sort out any discrepancies at an early date. You may need help to do this. Please note many sitting tenants are protected under the Rent Act 1977 and have their rents fixed by the rent officer under the 'fair rent' scheme.

The rules relating to possession and sitting tenants are set out in Schedule 15 of the Rent Act 1977 and are very similar to those relating to assured tenants.

### **Forfeiture Clauses**

There is one clause found in most tenancy agreements which causes a great deal of confusion and misunderstanding - although it is strongly recommended you include it! Generally referred to as the 'forfeiture' clause, it usually says something like:

'Provided that the rent shall be in arrears or if there shall be any breach of any of the obligations on the part of the tenant, the landlord may immediately re-enter the premises ...'

It is necessary to have such a clause in a fixed term contract so that landlords can take action during this term against tenants in breach of their agreements. BUT it only allows landlords to start proceedings for possession and most definitely does not allow them to retake possession of the property against a tenant's will. Any landlord who did so would be committing a criminal offence. See 'When I want my tenant to go' (page 19) for details of the proper procedure.

### **Rent Books and Receipts**

It is always advisable to provide a rent book; this is a legal obligation when rent is payable weekly. The rent book is provided by the landlord, but retained by the tenant. It is in everyone's interest to ensure

that the rent book is accurately kept, as it is both a receipt book and a rent book. However, even if the rent is paid monthly, landlords should consider providing a rent book because of its convenience as a record of payments. If not, providing receipts for rent paid can help avoid any disputes at a later date.

### **TENANTS WHO NEED TO CLAIM HOUSING BENEFIT**

If a tenant has a low wage or is claiming benefits s/he may get help from the Council with all or part of the rent under the Housing Benefit scheme. It is useful for you to check with the tenants to see if they have claimed and if not encourage them to do so.

These are the things that you need to clarify:

- If available, will Housing Benefit meet all the rent charged?
- How long will it be before the first payment is made?
- Can Housing Benefit be paid direct to you as landlord?

For more detailed information on housing benefit please click on the following link:

[www.cambridge.gov.uk/revenues/ct2004/cyq\\_4.htm](http://www.cambridge.gov.uk/revenues/ct2004/cyq_4.htm)

### **REPAIRS**

This is an area where difficulties can arise between landlord and tenant. Who is responsible if the central heating boiler breaks down, or the drains are blocked? There are obligations upon the landlord that cannot be avoided no matter what is included or excluded in the tenancy agreement.

If the tenancy arose after 24 October 1961, and is for less than seven years, then you as landlord have repairing duties under Section 11 of the Landlord and Tenant Act 1985:

You have a duty to keep the outside and structure in repair (including drains, gutters and external pipes). You must also keep in repair and working order the equipment in the property for the supply of water, gas and electricity as well as basins, sinks, baths and toilets. Also covered is the equipment for space and water heating, gas fires, boilers etc.

Remember that the duty to 'keep in repair' includes an obligation to repair premises that were in disrepair at the start of the tenancy. It also means that the landlord must redecorate or 'make good' once the works are finished.

A repairing duty on a landlord does not arise until the tenant has informed the landlord that problems exist - either verbally or in writing. As the tenant has exclusive possession of the property you need to give reasonable notice (normally 24 hours) that you wish to inspect/carry out repairs to the premises. The area of law relating to housing conditions/fitness/repairs is complex and there are a number of statutes that can be used by local authorities to enforce standards for amenities and health and safety. Good practice by landlords in keeping their property up to standard and in good repair can avoid protracted disputes and legal complications.

### **NON-RESIDENT LANDLORDS (ASSURED TENANCIES - including ASSURED SHORTHOLDS)**

If you created an Assured Shorthold tenancy before 28 February 1997 (see page 8) you are guaranteed possession if the correct procedure is followed. Firstly, at least two months' written notice that possession is required should be served on the tenant, expiring no sooner than the end of the first six-month contractual period. The notice also has to correspond to the period of the tenancy. So for example, if the rent is paid on the first of the month the notice would have to start on the first of the month. This does not have to be on a proper form - a clearly worded letter is sufficient. However, if the landlord wishes to give two months' notice outside the fixed term, more detailed requirements are necessary in the written notice - seek advice. If the Assured Shorthold tenancy started after 28 February 1997, two months' notice should be served to expire no earlier than the first 6 months of the tenancy. See Appendix IV for more detailed information.

If the tenant does not comply with the notice, the landlord must apply to the court for a possession order. It generally takes a minimum of six weeks before a case is heard. The court will usually give the tenant a further four weeks to make arrangements to leave.

Alternatively, under the regulations for accelerated possession proceedings introduced on 1 November 1993, it is possible to apply for a Court Order which does not involve a court hearing, providing the landlord has a mandatory ground for possession. (If the landlord is also claiming for rent arrears this simpler and quicker procedure cannot be used.) When such a Court Order is granted the minimum

time allowed for the tenant to make arrangements to leave is two weeks. However, if the tenant can show that s/he would be caused exceptional hardship by this time limit, the court has powers to extend the time allowed to a maximum of seven weeks from the date of judgement.

Whatever the way in which the Court Order is obtained, if the tenant does not move out in the given time, the Court Order must be enforced by the court bailiffs. Again, forcing the tenant to leave without following the correct procedures could amount to harassment or unlawful eviction and might result in a criminal prosecution.

Remember that if the tenancy was properly created at the beginning the tenant has no defence. If s/he goes for proper advice when you first serve notice, the tenant may very well find other accommodation before the notice expires. If you have to go to court, the tenant may have to pay costs.

## **Section B –**

### **TENANCY DURATION**

#### 1. Landlord Responsibilities

##### - Quiet enjoyment, Illegal Eviction & Harassment\*

There is an implied covenant in every tenancy agreement that the tenant is entitled to 'quiet enjoyment' This covers a variety of issues ranging from harassment, failure to carry out repairs, and illegal eviction. Under the Protection from Eviction Act 1977 Harassment and illegal eviction are criminal offences which carry a heavy fine or imprisonment or both. A tenant can sue for substantial damages for a breach of 'quiet enjoyment'

##### - Contractual liability to repairs\*

Repairing obligations may be written into the tenancy agreement. In the absence of, and in addition to repairing obligations in a contract, Section 11 of the Landlord Tenant Act 1985 places statutory repairing obligations on the landlord.

##### - Houses in Multiple Occupation, (HMO), Regulations & Licensing

If you rent your house to persons who do not form a single household it may be classed as an HMO. This means you may have to register it with your local authority and pay a registration fee. If your house is classed as an HMO you will be responsible for managing the property to ensure it complies with the regulations. The regulations are intended to ensure the repair, maintenance cleanliness and good order of the following:

all means of water supply and drainage	shared kitchens, bathrooms and toilets
all means of escape from fire and	staircases, corridors and passages
other fire precautions	shared yards and gardens

##### - Furniture Fire Safety Regulations

Under the furniture and fire regulations there are set levels of fire resistance for domestic upholstered furniture, furnishings and other products containing upholstery. It is illegal to supply a tenant with furniture which does not comply with the fire safety regulations.

##### - Gas & Electrical Safety

There are regulations governing the safety of electrical and gas appliances which must be complied. This involves employing approved gas inspectors and electricians to carry out regular safety checks on appliances to minimise the risk to tenants who may use them. The leaflets on gas and electrical safety can

be obtained free of charge from the Housing Advice Centre ,Citizens Advice Bureau, or Trading Standards Office.

## 2. Tenant Responsibilities

- payment of rent, decor, interior, tenant like manner

The tenant's main obligation is to pay rent and behave in a tenant like manner. This means respecting your property and taking care not to wilfully damage the property, furniture and fittings. A tenant should return the property to the landlord in the condition it was in when s/he moved in. Fair wear and tear is excepted.

### **MANAGING THE PROPERTY?**

Most resident landlords manage their own properties, although they may employ agents to find them suitable tenants. Other landlords may consider using an agent to look after everything to do with the property. This might be a good idea if the property you intend to let is far from where you live, or if you are frequently away for lengthy periods.

What can letting/managing agents do?

- Find tenants
- Take up references
- Hold deposits
- Prepare inventories and contracts
- Collect rents
- Deal with emergency repairs
- Monitor and chase rent arrears
- Inspect the property from time to time
- Deal with departing tenants, returning deposits etc.

A landlord should be clear what services s/he requires from a letting agent and make sure that the agent can and will provide these services, and at what cost. You will be entering into a contract with the agent so make sure you read the small print.

Remember that in theory anyone can set up as a letting agent. There is no restriction on the fees agents can charge and no professional organisation to which they must belong - so please choose your agent with care. Some letting companies are members of ARLA (the Association of Residential Letting Agents). Some may employ staff who are qualified members of the Royal Institute of Chartered Surveyors. A company may be part of a much larger organisation, or it may be long-established in the area. Check them out. Ask about 'bonding schemes' - these ensure the security of any money belonging to landlord or tenant which is held by the agent. Reputable agents should be willing to put you in touch with existing customers. If you are going to entrust your property to an agent, you are entitled to as much assurance as you need as to his/her level of competence.

If you are going to manage the property yourself, look again at the list of requirements for managing HMOs earlier in this leaflet. Even if your property is not an HMO, it may highlight some areas for you to consider.

You should also look again at the contract or tenancy agreement you are proposing, and don't forget:

- Arrangements for collection/payment of rent
- Procedure for emergencies
- General arrangements for repairs

A clear means for the tenant to contact you when necessary

## SECTION C –

### DETERMINATION OF TENANCY

#### **Difficulties you may encounter**

If a tenant starts to get into arrears, try to discuss it with him/her. Have your tenant's circumstances changed? Should your tenant be claiming housing benefit? Have you given him/her the information and documentation (contract, rent book or receipts) that the housing benefit office needs to assess the claim? Should you ask for housing benefit to be paid directly to you? Don't wait for the situation to get any worse.

If you are sure your tenant could afford to pay but is just refusing to do so, you can serve two weeks' formal notice (a Notice of Intention to bring Possession proceedings is available from your solicitor or a legal stationers). Just serving the notice may be enough to persuade the tenant to start paying properly, but if it doesn't you can then apply to the court. You will have to prove that the tenant is in arrears, and that it is reasonable to grant possession to you. If the court agrees with you your tenant will be given a little more time and be asked to pay you what s/he owes. Again, the order can only be enforced by court bailiffs.

If a tenant is more than 8 weeks or 2 months in arrears both at the time you serve the Notice Seeking Possession and at the court hearing, then the court has to order possession.

Sometimes a tenant may break a term of the contract or cause annoyance to others in the property. Often it will be sufficient to point out how his/her behaviour is affecting others.

Very occasionally a tenant may cause a serious nuisance to neighbours or may deliberately damage the property s/he lives in. In these circumstances you can serve two weeks' Notice of Seeking Possession and apply for a Court Order. You will need to prove your case before a possession order will be granted. Alternatively, in very serious cases you may be able to get an injunction. This is an emergency Court Order placing limits on a person's behaviour and you are strongly advised to consult a solicitor if the situation looks this serious.

#### **When you want your tenant to go.**

Most tenancies end amicably by agreement. But how can a landlord ensure that vacant possession can be obtained when it is required? Planning ahead is crucial. When he or she grants the tenancy the landlord may need to serve notices which would entitle him/her to possession at a later date. The landlord must also allow enough time for the proper procedures to be followed in case the tenant does not leave by agreement

### **Accelerated Possession Proceedings**

These were introduced in October 1993 to speed up the time it took for landlords to obtain a court order if they wanted possession on the grounds mentioned below. They are very useful for landlords with assured shorthold tenancies whose tenancies have expired or are about to expire.

#### **In what circumstances can one use Accelerated Possession Proceedings?**

Accelerated Possession Proceedings are used to recover possession only on grounds outlined below. Rent arrears or other grounds are NOT included.

Service of a valid **section 21 notice requiring possession** on ground that the assured shorthold fixed term has expired;

They can also be used if you want to recover possession on the following grounds only;

Ground 1        You served prior notice that you used to live in the property as your only or main home. Or, so long as you or your spouse require it to live in as your main home.

Ground 3        A prior notice ground that the tenancy is for a fixed term of not more than 8 months and at some time during the 12 months before the tenancy started, the property was let for a holiday.

Ground 4        A prior notice ground that the tenancy is for a fixed term of not more than 12 months and at sometime during the 12 months before the tenancy started, the property was let to students by an educational establishment such as a university or college.

Ground 5        A prior notice ground that the property is held for the use of a minister of religion and is now needed for that purpose.

#### The forms and how to apply

Proceedings should be issued in the County Court of the district in which the dwelling house is situated. The form used must include all the prescribed wording. Although the courts may excuse minor omissions, it is always safest to use the printed form supplied by the Court and get advice if you are not sure what to do.

If you want possession on any other grounds you should refer to Appendix C of the guide.

## **SECTION D**

### **RESIDENT LANDLORDS**

There are two types of resident landlords:

a/        If you live in the same building with your tenant and the building is not a purpose built block of flats, you will be classed as a resident landlord even if the part of the building the tenant occupies is self contained. This means that the tenant will have limited security, but you will still be required to give the tenant *notice to quit* and obtain a court order before s/he can be evicted. An example of the first type of resident landlord is a situation where rents an annex to his/her house or converts the upstairs of his/her to rent to a tenant.

b/        If you share living accommodation, such as kitchen, bathroom, living room, with your tenant, your tenant will be classified as a bare licensee or lodger. He or she will have very limited security. If you want your lodger to leave, there is no set amount of time you must give as notice to your tenant if you want her/him to leave. It is advisable to give the notice in writing specifying the date it was served and the expiry date. By doing this any dispute about when it was served and when it ended can be avoided. You must, however, give *reasonable notice*. In most circumstances reasonable notice should be at least as long as the period of tenancy, (e.g. a week if the tenant pays rent weekly or a month if the tenant pays rent monthly). However, in common sense terms, you should give your lodger sufficient time to allow your lodger a more realistic chance to find alternative accommodation. Once the notice period has run out, you can evict your tenant without a court order, but care should be taken not to use force to evict a tenant and to look after

their belongings until they can collect them. Always seek advice if you are not sure about what to do.

## **Getting Possession**

Resident landlords, sharing living accommodation (not just entrance halls or staircases) with their tenants, do not require a Court Order before evicting tenants. However, correct notice has to be given first, for example, in the case of a monthly tenancy one month's notice has to be given. Once the contract has been lawfully brought to an end you can evict the tenant, as long as you do not use force, or damage their possessions.

A landlord living so closely with a tenant is in an excellent position to explain the reasons for needing the tenant to leave and giving him/her the maximum time to leave the property.

Resident landlords who do not share accommodation with their tenants have to follow the correct procedure:

- A minimum of four weeks' formal written Notice to Quit is required and this must be in the legally prescribed form (your solicitor could prepare this for you or copies can be obtained from legal stationers).
- If the tenant still refuses to leave, the landlord has to apply for a Court Order to evict the tenant. A Court Order cannot be applied for until the period of notice has expired, and it will then usually be about six weeks before a case is heard.
- If the tenant still does not leave the property, the Court Order can only be enforced by instructing the court bailiffs.

It is very important for the landlord not to make commitments relating to the property which do not allow time for this process. However, if the tenant goes for proper advice once he/she has been asked to go, the tenant will be told that he or she has no defence and could incur costs by remaining until a court rules he/she must leave. The landlord must not try to force the tenant to leave, without going through the court process.