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An EPC is only required for a property which is self-contained. It is not required when a tenant rents a room and shares facilities, where a tenant has a separate contract with the landlord.

Electric Performance Certificates (EPCs)

All landlords are required to provide an Energy Performance Certificate (EPC) when they rent out a home. An EPC gives information on the energy efficiency of a property you want to let.

What does this mean in practice?

You need to provide an EPC whenever a home in the social or private rented sector is let to a new tenant.

You must make the EPC available free of charge to prospective tenants at the earliest opportunity. This should be when they are first given written information about the property or view it, and before any rental contract is entered into. EPCs are valid for 10 years and can be reused as many times as required within that period. It is not necessary to commission a new EPC each time there is a change of tenant although landlords may commission EPCs for these properties at any time to prepare for a change in tenant.

If a newer EPC has been produced for a home within the 10-year period, only the most recent one is valid. The EPC provides prospective tenants with information about how energy efficient a property is that they are considering renting.

An EPC is not required for any property that was occupied before 1st October 2008, and which continues to be occupied after that date by the same tenant.

How do I get an Energy Performance Certificate?

EPCs must be produced by an accredited Energy Assessor. If you use an independent energy assessor make sure they are a current member of an accreditation scheme, as this ensures your energy assessor is operating to professional standards. An EPC is only authentic if issued by an accredited Domestic Energy Assessor (DEA). DEAs can be found at www.epcregister.com

What are the penalties if I do not provide an EPC?

The provision of EPCs in Chorley is enforced by Lancashire County Council. If it receives a complaint that an EPC has not been provided it can impose a penalty charge on you of £200 for each breach. For further information you can contact Communities and Local Government www.communities.gov.uk/epbd

Electrical appliances

All electrical appliances/fittings should be safe to use.

Gas appliances

All gas appliances/fittings should be safe to use. If unsafe, gas appliances can produce carbon monoxide which is a poisonous, invisible gas that can kill.

Landlords are legally obliged to maintain gas appliances and pipe work. Landlords should arrange annual checks by a Gas Safe registered contractor. A record of checks and services should be kept, which the tenants may inspect.
Should the property be furnished or unfurnished?

It makes no difference to the type of tenancy offered by a landlord whether the property is furnished or not.

Single people in bedsits, for example, would often prefer furnished rooms (including crockery and pots, pans etc.) but some families may prefer unfurnished accommodation, as they may already have their own furniture. It would be good practice for the landlord to be flexible about furnishing.

It is also good practice to complete an inventory (list) of all the furniture and fittings provided in the tenancy and sign it with the tenant. This can be used to resolve disputes should there be any loss or damage. The landlord and the tenant should each have an identical copy of the inventory.

Regulations

If a landlord provides furniture it should meet fire safety regulations as laid out in the Furniture and Furnishings (Fire Safety) Regulations 1988, amended by the Consumer Protection Act Amendment 1993.

Managing the property

The landlord can either manage the letting of the property personally or appoint someone to manage it for them such as a commercial agent, an estate agent or letting/property management agency. Agents usually charge for their services. If you prefer not to manage the property yourself it is advisable to contact several to find the most suitable.

Agents can provide most of the following services

- Finding a tenant
- Collecting rent
- Dealing with problems
- Starting possession proceedings

Finding a tenant

There are several ways to find a tenant. Usually, some form of advertising will be necessary, this can be:

- Advertising in the local paper
- By word of mouth
- A notice, for example, in a shop/supermarket/post office window
- Through an estate agent/letting agent

Remember, prospective tenants may come from different backgrounds and have different lifestyles to the landlord. It is good practice to take a tolerant view of this, providing the tenant takes reasonable care of the property and does not cause a nuisance to neighbours.

References

Before accepting someone as a tenant, a landlord would be advised to take up references from, for example, a previous landlord, bank, employer or independent person/agency. Landlords should not discriminate against prospective tenants and must comply with current legislation.

Deposit/rent in advance

You may or may not wish to ask for a deposit, bond or rent in advance. It is good practice to negotiate with the prospective tenant if some form of deposit is required and to give proper receipts. It is also good practice to ensure that required deposits are received before the tenant moves in.

Tenancy Deposit Protection Scheme

From April 6, 2007, all deposits taken in relation to an Assured Shorthold tenancy (AST) by a landlord, landlord representative or letting agent, will be subject to the Tenancy Deposit Protection scheme (Housing Act 2004). There are two types of schemes:

- A custodial scheme
- Two insurance-based schemes

The landlord will have 14 days, from receipt of the deposit, in which to safeguard this. The landlord will also have to provide the tenant with prescribed information about the scheme adopted within these same 14 days. To avoid disputes having to go to court, both schemes will be supported by an Alternative Dispute Resolution (ADR) Service, although you don’t have to use it.

Returning the deposit

At the end of the tenancy the deposit should be returned within 10 days, provided the landlord and tenant have agreed how it should be returned:

- For the custodial scheme within 10 days of the company who is administering the scheme being notified of the agreement between landlord and tenant OR notified of an Alternative Dispute Resolution/Court decision
- For the insurance-based scheme, within 10 days of the tenant requesting that the landlord return the deposit
- In the case of a dispute within 10 days of the company who is administering the scheme being notified of the Alternative Dispute Resolution service’s or court’s decision

Ten days is the maximum time to repay a deposit, however, it would be good practice to return a deposit more quickly. In the case of the insurance-based scheme only, a landlord could with the consent of the tenant, return the agreed amount on the last day of the tenancy.

What if a tenancy has not been protected by either scheme?

Currently a landlord can obtain an order for possession on an Assured Shorthold Tenancy at
any point after the first six months of the tenancy, providing any fixed term has expired and the landlord gives the tenant at least two months notice (under Section 21 of the Housing Act 1998). This is known as notice only.

However, under Tenancy Deposit Protection, the landlord is unable to regain possession of the property using the usual “notice only grounds” if the deposit has not been safeguarded and the prescribed information has not been passed on to the tenant within 14 days of receipt.

Where the court believes the landlord has failed to comply with these requirements or the deposit is not being held in an authorised scheme, the court must either order the Landlord, within 14 days of making the order, to repay the deposit or order the landlord to pay the deposit to the custodial scheme administrator. The court must also order the Landlord to pay the tenant a fine of three times the deposit amount within 14 days of making the order.

The above will only apply to tenancies entered into on or after April 6, 2007, where deposits are paid.

**If in doubt - SEEK ADVICE.**

The Government has awarded contracts to three companies to provide the Tenancy Deposit Scheme as follows:-

**Custodial deposit scheme**

Computershare Investor Services PLC, with the Chartered Institute of Arbitrators provides the Alternative Dispute Resolution (ADR) service. For more information see www.computershare.com

This scheme will be free of charge to both landlord and tenant. The scheme will be funded by the surplus from the interest generated on the pool of deposits with interest divided between the landlord and tenant and will be allocated on a pro-rata basis.

**Insurance based deposit scheme**

The Dispute Services Ltd will run this scheme, primarily directed at letting agents. It will also run the scheme’s Alternative Dispute Resolution service.

For more information see www.tds.gb.com

Tenancy Deposit Solutions Ltd, sponsored by the National Landlords Association and administered by Hamilton Fraser Insurance, which will be directed primarily at landlords. The Chartered Institute of Arbitrators will be the principal provider of Alternative Dispute Resolution to the scheme. See www.mydeposits.co.uk

These schemes will be funded through a fee paid by landlords or their agents. This service will be free to tenants.

There is, however, a third alternative to the custodial and insurance schemes and that is the rental deposit scheme called the Rental Bond Scheme.

The Rental Bond Scheme has been set up by the Council to provide a non-cash, paperless deposit scheme to the landlord, allowing homeless or threatened with homelessness people to rent affordable property in the private sector.

The Rental Bond Scheme provides a very positive alternative to the custodial and insurance schemes. By accepting the Bond Scheme, landlords avoid having to deposit their rental bonds into the custodial scheme or pay a premium to an insurance scheme; there is also the peace of mind of having a mediation channel between the landlord and the tenant if any disputes arise regarding the deposit at the end of the tenancy. The Council will inspect properties on behalf of landlords if there is a dispute over damage caused in the property. As the Council has a close working relationship with both landlord and tenant client groups, any case for retaining part or full deposit can be resolved efficiently, without having to present a case to an unfamiliar body, with whom there is no regular dealing.

The staff members are experienced in private sector housing issues and offer housing advice and assistance with good management practices, such as standard letters and tenant information. For further information on the Rental Bond Scheme please contact the Chorley Council on 01257 515011 or email housing@chorley.gov.uk

**Benefit claimants or not?**

People who are receiving benefits such as Income Support or Job Seekers Allowance, are eligible to claim Housing Benefit to help pay their rent. Landlords should decide whether or not they will accept people who claim benefits as tenants. There is always a risk that working tenants may be made redundant and become benefit claimants, so it’s good practice to be aware of the rules.

**Tenancy agreements and keys**

Standard Agreements for Assured Shorthold tenancies are obtainable from legal stationers. Alternatively, a landlord may wish to have their tenancy agreement specially produced by a solicitor. Tenancy agreements should be signed when a prospective tenant is ready to take up the tenancy and before keys are handed over.

**Information**

You must, by law, give your tenant your name and address. It would be good practice to also provide a telephone contact number for emergencies or repairs. Once the property is let, the tenant has the right to privacy and quiet enjoyment. A landlord should be accessible and responsive if there are any problems.
The essential elements required for the processing of a Housing Benefit claim are:

- The completed claim form
- Proof of income and capital
- Proof of identification of the tenant/partner and their National Insurance number
- Proof of rent liability, either a Tenancy Agreement or a ‘Proof of Rent’ form with landlord’s declaration, signed by the landlord

It will speed up the processing of the claim if the tenant provides all the proof requested with the form and submits it immediately. However, if all ‘proofs’ are not available, the form should be returned immediately and any outstanding information forwarded within one calendar month. It is advisable to keep a copy of the form.

Housing Benefit forms, where possible, should be handed in at the One Stop Shop or the reception at the Council’s offices in Union Street, Chorley. A receipt will be given and Housing Benefit staff will check through the form and advise further if necessary.

When all the information has been received by the Housing Benefit office, they are under an obligation to determine benefit within 14 days. Please do not contact them before this, but you may wish to get in touch after this date to find out how the claim is progressing. If Housing Benefit is not processed by this time, the tenant can ask for an interim payment of Housing Benefit.

Housing Benefit is paid by cheque. The cheque will be paid every four weeks, in arrears.

Local Housing Allowance – April 7, 2008

Local Housing Allowance (LHA) is a new way of working out Housing Benefit for Private Tenants. LHA is part of the government’s reform programme that aims to simplify the Housing Benefit scheme. LHA is a flat rate allowance based on the size of the household and the area in which a person lives. There are no changes to entitlement rules, it will still be means tested based on a person’s income and savings.

LHA will apply on or after April 7, 2008, where:

- A new claim for Housing Benefit is made where the date of the claim is on or after April 7, 2008
- There is a break in entitlement of one week or more on an existing Housing Benefit claim
- A change of address (move to private rented accommodation)

Local Housing Allowance does not take into account the actual number of rooms a property has, it is based on the number of bedrooms a household should have, according to the size criteria.

Payment of LHA

A main feature of LHA is that payments will be made to the claimant. This means that a claimant can no longer choose to have payments sent to their landlord. However, there are circumstances where the payment may/must be made to the landlord:

- Where the claimant has rent arrears of eight weeks or more
- Where deductions are already being taken from their Income Support or Jobseekers Allowance to pay off rent arrears
- The tenant is likely to have difficulty managing their financial affairs
- It is unlikely that the claimant will pay their rent

Rent arrears

Some tenants may not pay the rent. It may be good practice to investigate the reasons behind the non-payment before making the assumption that the tenant is withholding the rent.

It may be that the tenants have lost their job and not claimed Housing Benefit or that there are problems with the existing Housing Benefit claim, which could be sorted out. If you require further advice contact Chorley Council.

After discovering the reason for non-payment and hopefully re-establishing regular payments, your next priority must be getting the outstanding arrears paid. It is good practice to consider the tenant’s resources, before deciding how the arrears should be paid.

It is normally unrealistic to demand payment in a lump sum. It is better to work out how much the tenant will be able to afford weekly, as a realistic sum is far more likely to be paid regularly and the tenant is more likely to stay and repay their debt to you. Obviously, if there are serious problems with rent arrears you may need to consider taking legal action.

Tenancies

The most common types of tenancies are Assured and Assured Shorthold. However, different rules apply depending on when the tenancy commenced. Tenancies commencing from 15th January 1989, to 27th February 1997, are governed by the Housing Act 1988.

Assured tenancies:

For assured tenancies created between January 15, 1989 to February 27, 1997, it was not necessary to have a written contract. Assured tenants have long term security of tenure and do not have to leave unless they wish to do so or the landlord has grounds for regaining possession which can be proved in court.

Assured Shorthold tenancies:

The tenancy must be for a minimum period of six months. Tenancies commencing after February 28, 1997, are governed by the Housing Act 1988 as amended by the Housing Act 1996.
Assured tenancies

The landlord does not have to give an initial fixed term of six months. However shorthold tenants have the right to remain in the property for a period of six months, as the landlord cannot give notice ending before the initial six months. The Housing Act 1996 requires that, if requested by the tenant in writing, the landlord must provide the tenant with a written Statement of Terms.

These terms are as follow:

- The date on which the tenancy started
- The amount of rent and when it is due
- Any term providing for review of rent
- The length of the fixed term

The landlord must provide this information within 28 days of receiving the request. Failure to do so, without good reason, will result in liability to a fine. It is good practice to have a written tenancy agreement as this helps avoid any disputes.

Other rights and obligations

- Tenants have a right to ‘quiet enjoyment’. This means that the tenant has the right to use the premises peacefully, undisturbed and without interference
- A tenant should give the landlord reasonable access when they are fulfilling their repairing obligations
- A landlord should give the tenant 24 hours notice before entering the property to carry out or inspect repairs - it would be good practice to agree to a mutually convenient time
- A landlord must provide the tenant with their name and address

This is not an exhaustive guide to the law, nor does it cover every situation that may arise. For a detailed interpretation you should seek legal advice.

Notices and possession procedure

If you want your tenant to leave...

Ending a tenancy

These notes provide only a brief summary of the procedure that the landlord needs to follow if they are to regain possession and comply with the law. They are not intended as a complete and authoritative statement of the law.

Anyone considering possession action should obtain advice as soon as possible. The Council, solicitors and the Citizens Advice Bureau can provide you with advice. It is important to follow the correct legal procedure when asking a tenant to leave, as this will prevent problems arising later.

The procedure for ending the tenancy will depend on the type of tenancy that has been created. The first step to obtaining possession of the property is to serve a valid notice under the requirements laid out in the Housing Act 1988 (as amended by the Housing Act 1996).

Notices

Notice to end an assured shorthold tenancy

Notice can be given in the same format as Assured tenancies if the landlord seeks possession on any of the grounds in the Housing Act.

Notice can be given under Section 21 of the Housing Act 1988 and to do this the notice must:

- Be in writing (but not necessarily on a prescribed form)
- Be at least two months from the date when the notice is issued
- State that possession is required under section 21 of the Housing Act 1988 (as amended by the Housing Act 1996)
- The notice must end on the last day of the tenancy or the last day the tenancy period (not before the end of the fixed term)

PLEASE NOTE: For tenancies entered into on or after April 6, 2007, where deposits are paid. If a Tenancy has not been protected by a Tenancy Deposit Protection Scheme, a landlord is unable to regain possession of the property using the normal format as above, but will be required to seek possession using either mandatory or discretionary grounds as follows:-

- Mandatory - which means that, if the ground is proved, the court must award the landlord possession
  OR
- Discretionary - where the court will award possession if it is reasonable to do so

On expiry of the notice

If your tenant has not left after the expiry of the notice period you will have to apply to the County Court for a possession order.

Possession procedure

There are two different ways in which an application can be made to the court for possession of property:

- The standard possession procedure
- The accelerated possession procedure

Standard possession procedure:

- Hearing may be required
- Need to state grounds for possession in claim
- Can include claim for rent arrears
- Can be used during the fixed term on specified grounds
- Can be used if there is no written agreement

Other rights and obligations

- Tenants have a right to ‘quiet enjoyment’. This means that the tenant has the right to use the premises peacefully, undisturbed and without interference
- A tenant should give the landlord reasonable access when they are fulfilling their repairing obligations
- A landlord should give the tenant 24 hours notice before entering the property to carry out or inspect repairs - it would be good practice to agree to a mutually convenient time
- A landlord must provide the tenant with their name and address

This is not an exhaustive guide to the law, nor does it cover every situation that may arise. For a detailed interpretation you should seek legal advice.
Accelerated possession - assured shorthold tenancies

You can use Accelerated Possession Procedure during the fixed term where grounds 1, 3, 4 or 5 are being relied upon after having served the requisite notice.

OR

After the fixed term has expired where a valid Section 21 Notice has been served and has expired a written agreement is in place at the start of the tenancy.

Accelerated possession procedure

- Hearing is not always necessary
- Quicker procedure
- Written tenancy agreement must have been served
- Need to prove Section 21 Notice has been served and has expired
- Cannot include claim for rent arrears

Notice needed

A Notice Seeking Possession should be served on the tenant before court proceedings are commenced. At least two weeks’ notice should be given if using grounds 3, 4, 8, 10, 11, 12, 15 or 17. At least two months’ notice should be given if using grounds 1, 2, 5, 6, 7, 9 or 16. For ground 14, court proceedings can commence immediately.

What happens when the notice expires?

When the notice period has expired, you can apply to the County Court for a possession order. The tenant will then have 14 days in which to contest your application. If the tenant does not reply (or does not contest your application), the court will grant a possession order. If the tenant contests your application and replies within 14 days, the court will consider the application and the reply before deciding whether to grant a possession order or set a date for a hearing.

Possession has been granted

Although possession has been awarded you are still unable to evict the tenant. If the tenant is refusing to leave you must then apply to the County Court for a Warrant of Eviction. The court will then serve the warrant on the tenant notifying them of the date of the eviction. The court bailiffs then carry out the eviction.

Court costs

The Court will decide who will be responsible for paying the costs of the proceedings. If a possession order is granted, the court may order that the tenant should pay all or part of the costs. If the claim fails you may be ordered to meet the tenants’ legal costs. It is important to remember that a tenant who is unable or unwilling to pay their rent is unlikely to be able to pay your court costs.

Harassment and illegal eviction

Harassment and illegal eviction are both criminal offences under the Protection from Eviction Act 1977.

Harassment

Any actions by the landlord or their representative which are likely to make the tenant leave the property could be construed as harassment, which is a criminal offence. This could include:

- Failure to carry out repairs
- Cutting off gas and electricity supplies
- Entering the tenant’s home without notice or invitation
- Verbal harassment

Illegal eviction:

It is a criminal offence for a landlord or their representative to evict or attempt to evict a tenant without following the correct notice procedure. It may result in:

- Prosecution by the Local Authority
- A criminal record, if found guilty
- A large fine
- The risk of imprisonment
- Being taken to court by the tenant in a Civil action with the possibility of substantial damages awarded against the landlord

Sometimes it is inevitable that the landlord will want the tenant to leave. The landlord may want to return to live in the property or sell it without a sitting tenant.

At other times, the tenant may be asked to leave because of problems, such as rent arrears or behaviour which is not felt to be acceptable.

Obtaining an eviction order through the court is not guaranteed. It may be good practice to:

- Try to sort the problem out amicably
- Seek independent advice or arbitration
- Ask the tenant to visit the Council to see if the problem can be sorted out without legal action
- It is always better to seek independent advice before any action is taken

This is not an exhaustive guide to the law, nor does it cover every situation that may arise. For detailed interpretation you should seek legal advice.

Abandonment

If you suspect the tenant is no longer living in the property and has not given the correct notice, the landlord will need to establish whether or not the tenant has abandoned the property. This will involve careful enquiries. If a landlord re-lets the property and the original tenant returns, the landlord could be charged with illegal eviction. In order to prevent any confusion in this situation, it would be good practice to include a clause in the Tenancy Agreement that states the tenant must inform the landlord if they are going to be absent from the property for four weeks or more and that failure to do so would result in commencement
of possession proceedings. If this clause is included in the agreement and the tenant then breaches it, the landlord would be required to serve the appropriate notice and then commence possession proceedings through court.

If the agreement does not include this clause (and even if it does) it would be advisable to carry out the following procedure:

- **Serve a Notice to Quit** (in the presence of a reliable witness), stating your intent to regain possession of the property and asking for details of the tenant’s whereabouts.
- **Take reasonable steps to contact the tenant** e.g. ring family, friends, place of work (if known), taking care not to act in a way which can be classed as harassment.
- **Ask neighbours if they have seen the tenant** recently or have any further information.
- **Check if the Housing Benefit payments have been cancelled**.
- **Check if the tenant has left any personal possession in the property** (this could be checked by looking through the windows).

The landlord should not enter the property or change the locks until the Notice to Quit expires, any personal possessions left in the property should be stored for a reasonable period e.g. three months. If appropriate list the items being stored.

### General repair obligations

Under the Landlord and Tenant Act 1985, the landlord has a legal obligation to keep the structure and exterior of the property and any installations for the supply of water, gas, electricity, sanitation and water heating in good repair.

The Housing Act 1988 extended the obligations for tenancies granted on or after January 15, 1989. The landlord must remedy faults or problems in the common parts of the dwelling or in other flats, if they are affecting another tenant. The repairing obligations apply, even if the tenancy agreement does not include or exclude them. Additional obligations, such as decorations, can be included, stating who is responsible for them.

### It is good practice to

- **Ensure that the property is in a good state of repair prior to the tenant moving in**.
- **Provide an emergency contact telephone number**.
- **Deal with requests for repairs promptly**.
- **Inform the tenant of the proposed date of the repair, preferably in writing**.
- **Get advice before refusing to carry out repairs**.
- **Ensure there is adequate ventilation, especially if central heating is provided. This will reduce problems such as condensation**.

### Access for repairs

A landlord has the right to inspect the property for repairs. The tenant must allow access if 24 hours notice is given, but it would be good practice to arrange this amicably.

### Property standards:

**Housing Health and Safety Rating System (HHSRS):** The Housing Act 2004 introduced a new way in which councils assess housing conditions in England and Wales. It uses a risk assessment approach called the Housing Health and Safety Rating System (HHSRS); the aim is to provide a system (not a standard) to enable risks from hazards to health and safety in dwellings to be assessed and therefore removed or minimised.

The HHSRS addresses all the key issues that affect health and safety, it provides an analysis of just how hazardous a property is and includes evidence and statistical information to assist inspectors in making their judgments. The scoring of hazards found during an inspection must be carried out in accordance with the method set out in the HHSRS Regulations.

In order to be a HMO the property must be used as the tenants’ only or main residence and it should be used solely or mainly to house tenants. Properties let to students and migrant workers will be treated as their only or main residence and the same will apply to properties which are used as domestic refuges.
The Housing Act 2004 places a new duty on local authorities to operate a licensing scheme. This legislation introduces the mandatory licensing of HMOs and will include all properties that are:

- Three or more storeys high and
- Have five or more people in more than one household and
- Share amenities such as bathrooms, toilets and cooking facilities

Anyone who owns or manages a HMO that must be licensed has to apply to the Housing and Public Health Unit for a licence. The aims of the licensing regime are to ensure that HMOs are suitably equipped with amenities and facilities for the number of occupants residing in them, and are effectively managed by ‘fit and proper persons’.

**Mandatory grounds**

The first five grounds are Prior Notice grounds. The tenant must be advised of these before the start of the tenancy in writing.

**Ground 1**: A Prior Notice Ground that the landlord, or one of the joint landlords, used to live there as their only or main home. Or, provided the property was not bought after the tenancy began, they intend to live there as their only or main home.

**Ground 2**: A Prior Notice Ground that the property is subject to a mortgage and the mortgage wants to sell it, for example, to pay off mortgage arrears.

**Ground 3**: A Prior Notice Ground that at some time during the twelve months before the tenancy started the property was let or licensed for a holiday let. The tenancy must be a fixed term for not more than twelve months.

**Ground 4**: A Prior Notice Ground that the property is held for use by a Minster of Religion and is now needed for that purpose.

The following Grounds do not need to be notified prior to the start of the tenancy:

**Ground 6**: The landlord intends to re-develop the property and cannot do so with a tenant in residence.

**Ground 7**: The former tenant was a Periodic tenant and has died in the twelve months before proceedings were started. Where a person is living there with the Right to Succeed, this ground cannot apply.

**Ground 8**: The tenant owed at least 8 weeks rent, if paid weekly, or two months rent, if paid monthly, when you served a Notice Seeking Possession and at the date of the court hearing.

**Discretionary grounds**

**Ground 9**: Suitable alternative accommodation is, or will be, available for the tenant when the Court Order takes effect. The tenant’s removal expenses will have to be paid.

**Ground 10**: The tenant was behind with their rent when Notice Seeking Possession was served and when court proceedings began.

**Ground 11**: The tenant has been persistently behind with their rent, even if they were not behind with the rent when court proceedings began.

**Ground 12**: The tenant has broken one or more of their obligations under the tenancy agreement, excluding the obligation to pay rent.

**Ground 13**: The condition of the property has got worse because of the behaviour of the tenant or any other person living there.

**Ground 14**: The tenant, or someone living in or visiting the property: has caused, or is likely to cause, a nuisance or annoyance to someone living in or visiting the locality.

**Ground 15**: The condition of the furniture has got worse because it has been ill-treated by the tenant or another person living there.

**Ground 16**: The tenancy was granted because the tenant was employed by the landlord, or previous landlord, and is no longer employed by them.

**Ground 17**: The landlord was persuaded to grant the tenancy on the basis of a false statement knowingly or recklessly made by the tenant, or a person acting at the tenant’s instigation.

NOTE: The wording used above is not the precise wording in the Housing Act 1988, as amended by the Housing Act 1996. If you are relying on grounds, the notice must contain the precise wording from the Housing Act.