

Notice to Quit for Resident Landlord Tenancies

Lettings where a landlord is resident in the same property as the tenant, are not covered by the Housing Acts, so cannot be either Assured or Assured Shorthold Tenancies. A resident landlord is one that has been in residence for the complete duration of the tenancy.

Instead the procedures for bringing these tenancies to an end are covered by the Protection from Eviction Act 1977.

The Act deals with two types of resident landlord and this is subject to whether living accommodation is shared with the tenant ie, kitchen, bathroom, living room but not common entrance, hallway or stairs.

Fixed Term or Periodic?

If the tenancy is subject to an agreed fixed term, this is binding on both parties. If there is no fixed term, the tenancy operates under common law and renews itself every rent day, until one party serves notice to quit on the other on a rent day.

Notice Period

Notice to Quit must be served to expire on the last day of a rental period. It must also give notice equal to how often rent is due, but not less than 28 days. It is advisable to serve this in writing.

- monthly rent = 1 months notice
- weekly rent = 28 days notice

Advice to Landlords:

Notice to Quit (no shared accommodation) Notice to Quit must be served to expire on the last day of a rental period.

It must also give notice equal to how often the rent is due, but not less than 28 days. (see example above)

In addition the notice may be served in “prescribed form” which is a specific format containing certain information. A sample of a “Notice to Quit” form is attached below.

Court

At the end of the notice, if the tenant is still in occupation, the landlord must then apply to the County Court for a Possession Order.

Notice to Quit (shared accommodation)

Where the landlord and tenant do share living accommodation, the law treats this differently. In such situations the landlord is only obliged to give “reasonable notice”. This should at least be equal to how often the rent is due. As good practice, it should be in writing.

At the end of the notice, the landlord is not under an obligation to obtain a possession order. This means that the landlord can at this point “peacefully evict”. This can be a tricky area of law and carrying out a peaceful eviction is not always easy. It is particularly important to avoid any accusation of breach of the peace or assault. It is advisable that this is not attempted without seeking legal guidance first.

Please note: It is important that this procedure is followed, to avoid a breach of the criminal law.

Note that **iHowz** offer a discounted eviction service. Email notices@iHowz.uk

NOTICE TO QUIT

(BY LANDLORD OF PREMISES LET AS A DWELLING)

**Name and
Address
of Tenant** TO:
of

**Name and
Address of
Landlord** [I][We] [as] [on behalf of] your landlord[s]
of

***Delete as
appropriate** give you NOTICE TO QUIT and deliver up possession to me / them*

***address of premises** of *.....

***Date for
Tenancy
possession** on* 20....., or the day on which a complete period of your tenancy
expires next after the end of four weeks from the service of this notice.

Date of notice Dated 20

Signed

**Name and
Address of
Agent if Agent
serves notice**
.....

INFORMATION FOR TENANT

(See Note 2 below)

1. If the tenant or licensee does not leave the dwelling, the landlord or licensor must get an order for possession from the court before the tenant or licensee can lawfully be evicted. The landlord or licensor cannot apply for such an order before the notice to quit or notice to determine has run out.
2. A tenant or licensee who does not know if he has any right to remain in possession after a notice to quit or a notice to determine runs out can obtain advice from a solicitor. Help with all or part of the cost of legal advice and assistance may be available under the Legal Aid Scheme. He should also be able to obtain information from a Citizens' Advice Bureau, a Housing Aid Centre or a Rent Officer.

NOTES

1. Notice to quit premises let as a dwelling must be given at least four weeks before it takes effect, and it must be in writing (Protection from Eviction Act 1977, s 5 as amended).
2. Where a notice to quit is given by a landlord to determine a tenancy of any premises let as a dwelling, the notice must contain this information (the Notices to Quit etc (Prescribed Information) Regulations 1988).
3. Some tenancies are excluded from this protection: see Protection from Eviction Act 1977, ss 3 A and 5(1 B).