



- No more ASTs
- No more Section 21
- no Fixed Terms
- AST's will therefore become Assured Tenancies
- Tenancies for life, only ended with Grounds linked to specific events
- Prosecution or civil penalties for trying to grant anything else
- Obligation in superior lease on open-ended periodic tenancies, or obligation to have an AST will become ineffective
- Any obligation to hand back with vacant possession now ineffective
- Rents must be monthly, or 28 days. Shorter periods allowed, but not longer.
- Tenant notice to quit:
 - tenant will be able to give notice to terminate a tenancy from day one
 - must be two months maximum, can be shorter time if agreed in writing
 - notice can be by email
 - landlord can specify where notice is to be given
 - notice by one tenant ends for all in joint tenancy
- Evictions:
 - only S8 allowed (see all grounds below)
 - longer notice periods, mostly doubled
 - most no-fault grounds are for four months
 - four weeks for rent arrears
 - two weeks for most discretionary grounds
 - ground for repeated rent arrears abandoned
 - combination of changes means nearly four months arrears before court proceedings can commence
 - cannot evict if landlord has failed:
 - protect deposit
 - failed to join redress or database
- Selling:
 - new Ground 1A where landlord wishes to sell. Cannot be used in first 12 months of a new tenancy (12 months from start of tenancy to expiration of tenancy)
 - four-month notice (increased from two)
 - cannot market to re-let until after 12 months after the possession date on the notice - £7k fine (Agent and/or landlord)
- Ant-Social Behaviour
 - Ground 14 main ground (discretionary)
 - no notice period required – but courts cannot give possession earlier than 14 days from notice date
 - changes in Renters Reform Bill scrapped (any behaviour 'capable' of causing 'nuisance or annoyance' can lead to eviction)
 - new criteria for consideration when using ASB:
 - has the person concerned co-operated with the landlord
 - if an HMO, what is the effect on other occupiers?
- student possessions – private landlords only
 - student landlords can give 4 months' notice, expiring between June 1st and September 30th
 - HMO accommodation only – not one, or two bed properties
 - Can only be used if being evicted for new student intake
 - Student test:
 - the tenant is a full-time student at that time, or
 - at that time, the landlord reasonably believes that the tenant would become a full-time student during the tenancy.
 - renters get the right to exit a property on two months' notice



- Courts
 - implementation not extended for court reforms
 - courts will get slower
 - no accelerated procedure, more difficult for DIY evictions
 - more complex court proceedings
 - therefore, more arrears
 - penalties and RROs for deliberate or negligently incorrect notices
- rent must be in advert, cannot accept offer above advertised rent (£7k fine)
- rent increases by Section 13 notice only, giving at least 2 months' notice
- all tenancy agreements must be in writing, and given before tenancy commences (£7k fine)
- unlawful to discriminate against a tenant
 - on benefits
 - have children living, or visiting
 - have pets (can insist on appropriate insurance)
- superior lease, mortgage, or insurance terms that restrict tenants will have no effectiveness, apart from insurance terms predating the Bill
- Landlord Redress Scheme
 - allows for complaints from current, past or prospective tenants
 - compulsory to join
 - fee to join
- PRS database
 - landlord and property registration, with unique identifier for both
 - £7k fine for not joining, rising to £40k for repeat offenders
 - cannot market unless registered
 - may be partial access to public
- creation of a new Ombudsman scheme
- No mention of a Property Portal
- Decent Homes Standard will apply to Assured and Rent Act, as well as Social. NB, Decent Homes Standard being reviewed
- Includes Awaab's Law
- RROs have been extended
 - extending RROs to superior landlords and company directors
 - maximum amount of rent that can be ordered to be repaid doubled to 24 months
- new investigatory powers for local authorities
 - power to enter business premises and – in more limited circumstances – residential premises to obtain on-site evidence – without warrant
 - power to require information from third parties such as banks, accountants and client money protection schemes
- 1977 *Protection from Eviction Act* enhanced
- all tenants under an Assured Tenancies will be responsible for Council Tax
- standards may apply to Residential Licenses in future
- Implementation. On a date to be announced:
 - All tenancies will become Assured Tenancies (i.e. with no end date)
 - Section 21, nor old style Section 8 cannot be used after that date



New Section 8 Grounds in Renters Right Bill.

Grounds for possession

Ground		Summary	Notice period
Mandatory grounds			
1	Occupation by landlord or family	The landlord or their close family member wishes to move into the property. Cannot be used for the first 12 months of a new tenancy.	4 months
1A	Sale of dwelling-house	The landlord wishes to sell the property. Cannot be used for the first 12 months of a new tenancy.	4 months
1B	Sale of dwelling-house under rent-to-buy	The landlord is a private registered provider of social housing and the tenancy is under a rent-to-buy agreement.	4 months
2	Sale by mortgagee	The property is subject to a mortgage and the lender exercises a power of sale requiring vacant possession.	4 months
2ZA	Possession when superior lease ends	The landlord's lease is under a superior tenancy that is ending. Can only be used by private registered providers of social housing, agricultural landlords, a person who held the dwelling for the purposes of making it supported accommodation or a company majority owned by a local authority.	4 months
2ZB	Possession when superior lease ends	The landlord's lease is under a superior tenancy that is coming to an end or has ended. Can only be used if the superior lease was for a fixed term of over 21 years.	4 months



Ground		Summary	Notice period
2ZC	Possession by superior landlord	After a superior tenancy ends, the superior landlord becomes the tenant's direct landlord and seeks to take possession. Can only be used where the intermediate landlord prior to reversion was a private registered provider of social housing, agricultural landlord, a person who held the dwelling for the purposes of making it supported accommodation or a company majority owned by a local authority.	4 months
2ZD	Possession by superior landlord	After a superior tenancy ends, the superior landlord becomes the tenant's direct landlord and seeks to take possession. Can only be used where the superior lease was for a fixed period of over 21 years and has expired, or within a 12 month period of the fixed term expiry date, if the fixed term has been ended early. Or if the superior tenancy comes to an end after the expiry of the fixed term as a result of a valid notice.	4 months
4	Student accommodation	In the 12 months prior to the start of the tenancy, the property was let to students. Can only be used by specified educational establishments.	2 weeks
4A	Properties rented to students for occupation by new students	A property is let to full-time students and is required for a new group of students in line with the academic year.	4 months
5	Ministers of religion	The property is held for use by a minister of religion to perform the duties of their office and is required for occupation by a minister of religion.	2 months



Ground		Summary	Notice period
5A	Occupation by agricultural worker	The landlord requires possession to house someone who will be employed by them as an agricultural worker.	2 months
5B	Occupation by person who meets employment requirements	A private registered provider of social housing holds the property for use by tenants meeting requirements connected with their employment and it is required for that purpose (and the current tenant does not fulfil those requirements).	2 months
5C	End of employment by the landlord	Previously ground 16 (expanded). The dwelling was let as a result of the tenant's employment by the landlord and the employment has come to an end OR the tenancy was not meant to last the duration of the employment and the dwelling is required by a new employee.	2 months
5D	End of employment requirements	A private registered provider of social housing, included an employment requirement in the tenancy agreement that the tenant no longer fulfils (e.g., key worker).	2 months
5E	Occupation as supported accommodation	The property is held for use as supported accommodation and the current tenant did not enter the tenancy for the purpose of receiving care, support or supervision.	4 weeks
5F	Dwelling-house occupied as supported accommodation	The tenancy is for supported accommodation and one of the circumstances set out in the ground, making the accommodation no longer viable or suitable for that tenant, has occurred.	4 weeks



Ground		Summary	Notice period
5G	Tenancy granted for homelessness duty	The property has been used as temporary accommodation for a homeless household, under s193 of the Housing Act 1996, and a local housing authority has notified the landlord that the tenancy is no longer required for that purpose. The landlord can only use this ground if within 12 months of the date of the notice from the local housing authority.	4 weeks
5H	Occupation as 'stepping stone accommodation'	A registered provider of social housing or a charity lets to a tenant meeting eligibility criteria (e.g., under a certain age) at "affordable rent", to help them access the private rented sector and/or transition to living independently, and the tenant no longer meets the eligibility criteria, or a limited period has come to an end.	2 months
6	Redevelopment	The landlord wishes to demolish or substantially redevelop the property which cannot be done with the tenant in situ. Various time limits and/or notice requirements exist for this ground depending on the circumstances. The landlord and tenancy must be of the kind listed in the table.	4 months
6A	Compliance with enforcement action	The landlord is subject to enforcement action and needs to regain possession to become compliant.	4 months
7	Death of tenant	The tenancy was passed on by will or intestacy. Possession proceedings must begin no later than 12 months after death or, if the court directs, after the date on which the landlord became aware of the death.	2 months



Ground		Summary	Notice period
7A	Severe ASB/Criminal Behaviour	The tenant has been convicted of a type of offence listed in the ground, has breached a relevant order put in place to prevent anti-social behaviour or there is a closure order in place prohibiting access for a continuous period of more than 48 hours.	Landlords can begin proceedings immediately
7B	No right to rent	At least one of the tenants has no right to rent under immigration law as a result of their immigration status and the Secretary of State has given notice to the landlord of this.	2 weeks
8	Rent arrears	The tenant has at least 3 months' (or 13 weeks' if rent is paid weekly or fortnightly) rent arrears both at the time notice is served and at the time of the possession hearing.	4 weeks



Discretionary grounds

9	Suitable alternative accommodation	Suitable alternative accommodation is available for the tenant	2 months
10	Any rent arrears	The tenant is in any amount of arrears	4 weeks
11	Persistent arrears	The tenant has persistently delayed paying their rent,	4 weeks
12	Breach of tenancy	The tenant is guilty of breaching one of the terms of their tenancy agreement (other than the paying of rent).	2 weeks
13	Deterioration of property	The tenant has caused the condition of the property to deteriorate.	2 weeks
14	Anti-social behaviour	The tenant or anyone living in or visiting the property has been guilty of behaviour causing, or likely to cause, nuisance or annoyance to the landlord, a person employed in connection with housing management functions, or anyone living in, visiting or in the locality of the property. Or the tenant or a person living or visiting the property has been convicted of using the premises for illegal/immoral purposes, or has been convicted of an indictable offence in the locality.	Landlords can begin proceedings immediately
14A	Domestic Abuse	A social landlord wishes to evict the perpetrator of domestic violence if the partner has fled and is unlikely to return.	2 weeks
14ZA	Rioting	The tenant or another adult living at the property has been convicted of an indictable offence which took place at a riot in the UK.	2 weeks



15	Deterioration of furniture	The tenant has caused the condition of the furniture to deteriorate.	2 weeks
17	False statement	The tenancy was granted due to a false statement made knowingly or recklessly by the tenant or someone acting on their instigation.	2 weeks
18	Supported accommodation	The tenancy is for supported accommodation and the tenant is refusing to engage with the support.	4 weeks
