

Tenants' Handbook

Grounds for Possession

Introduction

Many landlords outline the legal grounds for possession to their tenants and we believe this will be useful for Southwark tenants to know as well.

The grounds for possession are the conditions under which a landlord can apply to a court to request possession of your home. We have listed some of them here, but links to further information and advice about grounds for possession can be found in the housing section of our website at www.southwark.gov.uk

Part I - Grounds on which a court may order possession if it considers it reasonable

Ground 1 summary: rent arrears or other breach of the conditions of tenancy

Rent lawfully due from the tenant has not been paid or an obligation of the tenancy has been broken or not performed.

Ground 2 summary: antisocial behaviour and criminal activity

(i) The tenant or a person residing in or visiting the dwelling house has been guilty of conduct causing or likely to cause a nuisance or annoyance to a person residing, visiting or otherwise engaging in a lawful activity in the locality.

(ii) The tenant or person residing or visiting the dwelling has been convicted of using the dwelling or allowing it to be used for immoral or illegal purposes, or an indictable offence committed in, or in the locality of the dwelling

The Anti-Social Behaviour, Crime and Policing Act 2014 introduces new and amended grounds for possession covering antisocial behaviour, conduct causing nuisance and offences connected with riot; these are not yet in force and the handbook will be updated when the sections of the act are brought into force.

Ground 2a summary: one joint tenant leaves

The dwelling-house was occupied (whether alone or with others) by a married couple, a couple who are civil partners of each other, a couple living together as husband and wife or a couple living together as if they were civil partners and-

It is a breach of your conditions of tenancy if you do not ensure the rent is paid and if you do not behave reasonably. Where you breach your tenancy we can apply for possession and, if the court agrees, this will lessen your rights and may leave you open to further action by the council, which may result in your eviction and the loss of your home.

This chapter is intended for your information and not legal advice. If you are in any doubt about any part of it please seek independent legal advice

- (a) one or both of the partners is a tenant of the dwelling-house,
- (b) one partner has left because of violence or threats of violence by the other towards—
 - (i) that partner, or
 - (ii) a member of the family of that partner who was residing with that partner immediately before the partner left, and
- (c) the court is satisfied that the partner who has left is unlikely to return

Ground 3 summary: the tenant neglects to care for the property

The condition of the dwelling-house or of any of the common parts has deteriorated owing to acts of waste by, or the neglect or default of, the tenant or a person residing in the dwelling-house and, in the case of an act of waste by, or the neglect or default of, a person lodging with the tenant or a sub-tenant of his, the tenant has not taken such steps as he ought reasonably to have taken for the removal of the lodger or sub-tenant.

Ground 4 summary: the tenant has failed to protect the property from deterioration

The condition of furniture provided by the landlord for use under the tenancy, or for use in the common parts, has deteriorated owing to ill-treatment by the tenant or a person residing in the dwelling-house and, in the case of ill-treatment by a person lodging with the tenant or a sub-tenant of his, the tenant has not taken such steps as he ought reasonably to have taken for the removal of the lodger or sub-tenant.

Ground 5 summary: the tenancy was falsely obtained

The tenant is the person, or one of the persons, to whom the tenancy was granted and the landlord was induced to grant the tenancy by a false statement made knowingly or recklessly by—

- (a) the tenant, or

(b) a person acting at the tenant's instigation

Ground 6 summary: the tenancy was fraudulently obtained.

The tenancy was assigned to the tenant, or to a predecessor in title of his who is a member of his family and is residing in the dwelling-house, by an assignment made by virtue of section 92 (assignments by way of exchange) and a premium was paid either in connection with that assignment or the assignment which the tenant or predecessor himself made by virtue of that section.

In this paragraph "premium" means any fine or other like sum and any other pecuniary consideration in addition to rent.

Ground 7 summary: termination of tied accommodation

The dwelling-house forms part of, or is within the curtilage of, a building which, or so much of it as is held by the landlord, is held mainly for purposes other than housing purposes and consists mainly of accommodation other than housing accommodation, and—

(a) the dwelling-house was let to the tenant or a predecessor in title of his in consequence of the tenant or predecessor being in the employment of the landlord, or of—

(i) a local authority,
(ii) a development corporation, a housing action trust, an urban development corporation, or the governors of an aided school,
and

(b) the tenant or a person residing in the dwelling-house has been guilty of conduct such that, having regard to the purpose for which the building is used, it would not be right for him to continue in occupation of the dwelling-house.

Ground 8 summary: the accommodation was temporary pending works to the original tenancy

The dwelling-house was made available for occupation by the tenant (or a predecessor in title of his) while works were carried out on the dwelling-house which he previously occupied as his only or principal home and—

(a) the tenant (or predecessor) was a secure tenant of the other dwelling-house at the time when he ceased to occupy it as his home,

(b) the tenant (or predecessor) accepted the tenancy of the dwelling-house of which possession is sought on the understanding that he would give up occupation when, on completion of the works, the other dwelling-house was again available for occupation by him under a secure tenancy, and

(c) the works have been completed and the other dwelling-house is so available

Part II – Grounds on which the court may order possession if suitable alternative accommodation is available

Ground 9 summary: overcrowding

The dwelling-house is overcrowded, within the meaning of Part X (which can be found online via (www.southwark.gov.uk) in such circumstances as to render the occupier guilty of an offence.

Ground 10 summary: the landlord wants to carry out works

The landlord intends, within a reasonable time of obtaining possession of the dwelling-house—

(a) to demolish or reconstruct the building or part of the building comprising the dwelling-house, or

(b) to carry out work on that building or on land let together with, and thus treated as part of, the dwelling-house, and cannot reasonably do so without obtaining possession of the dwelling-house

Ground 10a summary: the tenancy is in an area being redeveloped

The dwelling-house is in an area which is the subject of a redevelopment scheme approved by the Secretary of State or the Housing Corporation or Scottish Homes in accordance with Part V of this Schedule and the landlord intends within a reasonable time of obtaining possession to dispose of the dwelling-house in accordance with the scheme. Or, part of the dwelling-house is in such an area and the landlord intends within a reasonable time of obtaining possession to dispose of that part in accordance with the scheme and for that purpose reasonably requires possession of the dwelling-house.

Ground 11 summary: on charitable grounds

The landlord is a charity and the tenant's continued occupation of the dwelling-house would conflict with the objects of the charity.

Part III – Grounds on which the court may order possession if it considers it reasonable and suitable alternative accommodation is available

Ground 12 summary: the tenancy was granted as a consequence of employment which is now terminated

The dwelling-house forms part of, or is within the curtilage of, a building which, or so much of it as is held by the landlord, is held mainly for purposes other than housing purposes and consists mainly of accommodation other than housing accommodation, or is situated in a cemetery, and—

(a) the dwelling-house was let to the tenant or a predecessor in title of his in consequence of the tenant or predecessor being in the employment of the landlord or of—

(i) a local authority,

(ii) a development corporation, housing action trust, an urban development corporation, . . . or the governors of an aided school, and that employment has ceased, and

(b) the landlord reasonably requires the dwelling-house for occupation as a residence for some person either engaged in the employment of the landlord, or of such a body, or with whom a contract for such employment has been entered into conditional on housing being provided

Ground 13 summary: the landlord requires suitable accommodation for a disabled person for which the property is suited

The dwelling-house has features which are substantially different from those of ordinary dwelling-houses and which are designed to make it suitable for occupation by a physically disabled person who requires accommodation of a kind provided by the dwelling-house and—

(a) there is no longer such a person residing in the dwelling-house, and

(b) the landlord requires it for occupation (whether alone or with members of his family) by such a person.

Ground 14 summary: the landlord requires the property for a person for whom it has been designated and no such person currently occupies the accommodation

The landlord is a housing association or housing trust which lets dwelling-houses only for occupation (whether alone or with others) by persons whose circumstances (other than merely financial circumstances) make it especially difficult for them to satisfy their need for housing, and—

(a) either there is no longer such a person residing in the dwelling-house or the tenant has received from a local housing authority an offer of accommodation in premises which are to be let as a separate dwelling under a secure tenancy, and

(b) the landlord requires the dwelling-house for occupation (whether alone or with members of his family) by such a person

Ground 15 summary: the landlord requires the specifically adapted property for someone with special needs

The dwelling-house is one of a group of dwelling-houses which it is the practice of the landlord to let for occupation by persons with special needs and—

(a) a social service or special facility is provided in close proximity to the group of dwelling-houses in order to assist persons with those special needs, (b) there is no longer a person with those special needs residing in the dwelling-house, and (c) the landlord requires the dwelling-house for occupation (whether alone or with members of his family) by a person who has those special needs

Ground 15a summary: the tenant acquires accommodation that is more extensive than they reasonably require

The dwelling-house is in England, the accommodation afforded by it is more extensive than is reasonably required by the tenant and—

(a) the tenancy vested in the tenant by virtue of section 89 (succession to periodic tenancy) or 90 (devolution of term certain) in a case where the tenant was not the previous tenant's spouse or civil partner, and

(b) notice of the proceedings for possession was served under section 83 (or, where no such notice was served, the proceedings for possession were begun) more than six months but less than 12 months after the relevant date

For this purpose "the relevant date" is—

(a) the date of the previous tenant's death, or

(b) if the court so directs, the date on which, in the opinion of the court, the landlord (or, in the case of joint landlords, any one of them) became aware of the previous tenant's death

The matters to be taken into account by the court in determining whether it is reasonable to make an order on this ground include—

(a) the age of the tenant,

(b) the period (if any) during which the tenant has occupied the dwelling-house as the tenant's only or principal home, and

(c) any financial or other support given by the tenant to the previous tenant

Ground 16 summary: the property is unsuitably large for the tenant

The accommodation afforded by the dwelling-house is more extensive than is reasonably required by the tenant and—

(a) the tenancy vested in the tenant by virtue of section 89 (succession to periodic tenancy), the tenant being qualified to succeed by virtue of section 87(b) (members of family other than spouse), and (b) notice of the proceedings for possession was served under section 83 more than six months but less than 12 months after the date of the previous tenant's death.

The matters to be taken into account by the court in determining whether it is reasonable to make an order on this ground include—

- (a) the age of the tenant,
- (b) the period during which the tenant has occupied the dwelling-house as his only or principal home, and
- (c) any financial or other support given by the tenant to the previous tenant

Summary of parts

Part I - GROUNDS ON WHICH A COURT MAY ORDER POSSESSION IF IT CONSIDERS IT REASONABLE

GROUND 1

Rent arrears or other breach of the conditions of tenancy.

GROUND 2

The tenant has been guilty of antisocial behaviour.

GROUND 2A

One joint tenant leaves.

GROUND 3

The tenant neglects to care for the property.

GROUND 4

The tenant allows the property to deteriorate.

GROUND 5

The tenancy was obtained under false pretences.

GROUND 6

The tenancy was obtained through paid assignment.

GROUND 7

The tenancy was granted through employment now ended.

GROUND 8

The tenants occupation was conditional on works been completed elsewhere

GROUND 14

The property is suitable and required for a person with special needs.

GROUND 15

The property is specialised for those with special needs.

GROUND 15a

The tenant acquires accommodation that is more extensive than they reasonably require.

GROUND 16

The property is unsuitably large for the tenant's occupation

Part II – GROUNDS ON WHICH THE COURT MAY ORDER POSSESSION IF SUITABLE ALTERNATIVE ACCOMMODATION IS AVAILABLE

GROUND 9

Overcrowding renders the occupier guilty of an offence.

GROUND 10

The landlord requires vacant possession to complete works.

GROUND 10A

The area is being redeveloped and the property is required for that redevelopment.

GROUND 11

The tenants' occupation conflicts with the landlord's charitable aims

Part III – GROUNDS ON WHICH THE COURT MAY ORDER POSSESSION IF IT CONSIDERS IT REASONABLE AND SUITABLE ALTERNATIVE ACCOMMODATION IS AVAILABLE

GROUND 12

The accommodation is tied and required as such.

GROUND 13

The property is adapted and required for a disabled person.