

Report of:	Head of Housing and Partnerships
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Portfolio Leader:	Housing
Key Decision:	No
Report Track:	Cabinet: 17/10/19

CABINET
17 OCTOBER 2019
A NEW DEAL FOR RENTING – CONSULTATION RESPONSE

1 Purpose of Report

- 1.1 To note and endorse the Council's response to the consultation questions contained within the Consultation – 'A New Deal For Renting'.

2 Recommendation(s)

- 2.1 That Cabinet notes and endorses the response to the Ministry of Housing, Communities & Local Government (MHCLG) consultation questions regarding 'A New Deal For Renting' consultation as set out in Appendix 2 and agreed by the Housing Portfolio Leader.
- 2.2 That as the Council needed to submit its consultation paper response by 12 October 2019 call-in procedures in relation to recommendation 2.2 shall not apply.
- 2.3 That if required, the Head of Housing and Partnerships, following consultation with the Housing Portfolio Leader, is given retrospective authorisation to make amendments to the Consultation Document prior to submission on 12 October 2019.

3 Key Issues and Reasons for Recommendations

Key Issues

- 3.1 The MHCLG have published 'A New Deal For Renting' consultation to seek views on how to implement the Government's decision to abolish section 21 of the Housing Act 1988 and improve the implementation of section 8. The consultation was open to everyone. A copy is attached as Appendix 1.

Reasons for Recommendations

- 3.2 A response to the consultation questions has been submitted to MHCLG following consultation with the Housing Portfolio Leader and is attached as Appendix 2. Views on the consultation paper needed to be received by 12 October 2019, and as a result, it is proposed that call-in procedures in relation to this do not apply. It should be noted only relevant questions in the Council's role as a housing authority discharging its homelessness duty have been completed.

4 Relationship to Corporate Priorities

- 4.1 Proposals in the 'A New Deal For Renting' consultation has implications for supporting vulnerable people which forms part of the "Improving Community Wellbeing PDP 2019/20.

5 Report Detail

- 5.1 The MHCLG have published 'A New Deal For Renting' – A Consultation' to seek views on how to implement the Government's decision to abolish section 21 of the Housing Act 1988 and improve the implementation of section 8. A copy is attached as Appendix 1.
- 5.2 The consultation seeks to explore how section 21 of the Housing Act 1988 has been used in the past, and the circumstances in which landlords should be able to regain possession once its been abolished. It invites views on the implications of removing the ability of landlords to grant shorthold tenancies in the future, and how the processing of repossession orders through the courts could be improved.
- 5.3 The Council as a landlord does not offer shorthold tenancies in relation to the housing stock. However, as a local authority discharging our duties under the Housing Act 1996 the use of shorthold tenancies by other organisations and landlords such as supported housing providers, private landlords which assists the Council in discharging its rehousing duties. In addition, the use of section 21 notices by private landlords is a primary reason for homelessness within the district. The Council's response therefore relates to the use of, and impact on homelessness.

6 Implications

6.1 Financial

"None".

6.2 Legal

"None".

6.3 Human Resources

"None".

6.4 **Section 17 (Crime Prevention)**

“None”.

6.5 **Human Rights Act**

“None”.

6.6 **Data Protection**

“None”.

6.7 **Risk Management**

“None”.

6.8 **Equality & Diversity**

“None”.

6.9 **Best Value**

“None”.

7 Appendices to the Report

Appendix 1: A New Deal For Renting – consultation document

Appendix 2 A New Deal For Renting – consultation response

Previous Consideration

None.

Background Papers

None.



Ministry of Housing,
Communities &
Local Government

A New Deal for Renting

Resetting the balance of rights and responsibilities between landlords and tenants:

A consultation



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July 2019

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Scope of the consultation

Topic of this consultation:	<p>This consultation seeks views on how to implement the Government's decision to abolish section 21 of the Housing Act 1988 and improve the implementation of section 8.</p> <p>The consultation aims to enable the Government to take steps to ensure a tenant is always given an appropriate reason why a tenancy is brought to an end, with landlords able to regain possession more efficiently.</p>
Scope of this consultation:	<p>The consultation seeks to explore how section 21 of the Housing Act 1988 has been used in the past, and the circumstances in which landlords should be able to regain possession once it has been abolished (including what changes may be necessary to Schedule 2 of the Housing Act 1988). It invites views on the implications of removing the ability of landlords to grant assured shorthold tenancies in the future, and how the processing of repossession orders through the courts could be improved.</p>
Geographical scope:	<p>These proposals relate to England only.</p>
Impact Assessment:	<p>The purpose of the consultation is to gather evidence and seek views on the issues above. Any policy change brought forward as a result of the consultation would be subject to appropriate assessment.</p>

Basic information

To:	This consultation is open to everyone.
Body/bodies responsible for the consultation:	The Ministry of Housing, Communities and Local Government.
Duration:	This consultation will last for 12 weeks from 21 July 2019 and will close on 12 October 2019.
Enquiries:	For any enquiries about the consultation please contact: TenancyReform@communities.gov.uk
How to respond:	<p>You may respond by completing an online survey at: https://www.surveymonkey.co.uk/r/52JFF5T</p> <p>Alternatively, you can email your response to the questions in this consultation to: TenancyReform@communities.gov.uk</p> <p>If you are responding in writing, please make it clear which questions you are responding to.</p> <p>Written responses should be sent to:</p> <p>Private Rented Sector Strategy and Reform Division Ministry of Housing, Communities and Local Government Third Floor, South West – Fry Building 2 Marsham Street London SW1P 4DF</p> <p>When you reply, please confirm whether you are replying as an individual or submitting an official response on behalf of an organisation and include:</p> <ul style="list-style-type: none"> - your name, - your position (if applicable), - the name of organisation (if applicable), - an address (including postcode), - an email address, and - a contact telephone number.

Ministerial Foreword

Over the past year, the Government has sought to better understand the rental sector and to ensure that it is positioned to deliver quality homes for today's society. Part of this was our consultation on *Overcoming the barriers to longer tenancies in the private rented sector*, which took a fundamental look at the landlord and tenant relationship in the private rented sector.

The Government is clear. It should not matter whether you rent in the private or social sector. Tenants deserve the same high standards of services regardless of who their landlord is. But this is a two-way relationship, and landlords quite rightly expect their tenants to meet the conditions of their tenancy. Landlords need powers to enforce tenancy agreements or to remove tenants who are in significant breach of their agreements.

Related to this, we have also published our Social Housing Green Paper, which captured 8,000 conversations and submissions on the lived experience of social housing residents. Through this process we committed to rebalancing the relationship between residents and landlords.

This new deal – a fair and balanced relationship between landlord and tenant – should extend as widely as possible, covering a range of landlords who provide much-needed housing. Having listened to the thousands of those who have talked to us over the past twelve months, there is one inescapable conclusion.

It is time for a generational change to the law that governs much of the rental sector. That is why we are proposing that our changes apply to all landlords who use the Housing Act 1988.

For tenants, this means being able to rent with certainty. Certainty that you will not be asked to leave without being given a fair reason and certainty you will be protected from rogue landlords who seek to abuse their position.

For landlords, this means being able to rent properties safe in the knowledge that your investment is protected, and you will be supported to provide the safe, secure, and decent homes the nation needs. It means knowing you can swiftly take action when things go wrong, through a redress system that works, and works fairly.

The Housing Act 1988 reinvigorated the private rental market when it was introduced thirty years ago, leading to a resurgence in the sector. It is now the second largest housing tenure in England, housing 19% of all households (4.5m households)¹. An increasingly diverse range of people call the sector home, with growing numbers of families and people over 55 years of age.

¹ English Housing Survey, Private Rented Sector, 2017-18, page 2
https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/774820/2017-18_EHS_Headline_Report.pdf

Though the housing landscape has fundamentally changed since the Housing Act 1988 came into force, the basic principles of fairness and transparency have not. It is fair that a landlord should have the right to reclaim their property when necessary – and it is fair a tenant should understand the circumstances in which they could be asked to leave a property and that they can challenge where appropriate.

The use of section 21 of the Housing Act 1988 to evict tenants, without providing a reason or avenue for challenge, no longer fulfils these basic principles. That is why I announced the Government's intention to repeal section 21, while strengthening the grounds for possession to deliver a fair and effective tenancy regime. I want to go further and to review the possession grounds in detail, to deliver a fair, balanced and effective tenancy regime. This consultation provides the opportunity to help the Government deliver on this ambition – preserving what works and reforming where necessary.

The abolition of section 21 will be achieved by removing assured shorthold tenancies from the Housing Act 1988, coupling the existing protections with a fairer, more transparent possessions regime. These reforms deliver on the Government's manifesto commitment to ensure tenants have the security they need to plan for the future and build on this Government's record of great housing progress. It will deliver a new deal for millions of renters – no matter who their landlord is – and will enable landlords to invest with the confidence needed to deliver the rental sector the country deserves.

Rt Hon James Brokenshire MP
Secretary of State for Housing, Communities and Local Government

1. Executive Summary

- 1.1 When it works well, the relationship between a landlord and tenant delivers for both parties. The landlord provides a safe and well-maintained home, while the tenant pays rent and ensures the property remains well-kept and secure.
- 1.2 The Government expects all those who let or rent a home to be clear about their rights and responsibilities. While a well-structured tenancy agreement sets out the obligations on each party, our engagement with landlords and tenants over the past year has shown that the balance of rights and responsibilities – particularly when a tenancy is due to end – is not as fair as it should be.
- 1.3 In the private rented sector, the response to our consultation into [Overcoming the barriers to longer tenancies in the private rented sector](#) told us those renting from private landlords have been left feeling insecure by short fixed-term tenancies, unable to plan for the future or call where they live a home. This insecurity can have wide-ranging effects – from disrupting children’s education and the impact on mental health through to the cost of frequent moves undermining people’s ability to save for a deposit.
- 1.4 For a relationship between a landlord and a tenant to truly work, there must be as much clarity, transparency and honesty as possible. This is especially true when it is time to bring a tenancy to an end. The end of a tenancy can be stressful, time-consuming and costly for both landlords and tenants. Most tenancies end well. The most common reason for a tenancy ending is that the tenant has decided to move out. However, when a tenancy is disputed in court it is particularly stressful for both parties. It is therefore in everybody’s interests for the agreement between the landlord and tenant to be as clear as possible up-front. Both parties need clarity about their rights and responsibilities so that, when the tenancy needs to be brought to a close, this can be done without the need for costly and time-consuming dispute.

Implications of abolishing section 21 of the Housing Act 1988

- 1.5 During our consultation [Overcoming the barriers to longer tenancies in the private rented sector](#) landlords told us that section 21 was a more efficient alternative to section 8, because the existing grounds for possession do not provide enough flexibility to respond to changing circumstances. However, tenants told us the ability of landlords to use section 21 to gain possession after a fixed-term left them feeling perpetually vulnerable as their tenancy could be ended at short-notice.
- 1.6 We intend to deliver the intention to remove section 21 by removing the assured shorthold tenancy regime. Section 21 notices can only be served under assured shorthold tenancies – the most common form of tenancy in the residential rental sector. Once we abolish section 21, there is no longer any significant legal distinction between an assured shorthold tenancy and an assured tenancy.
- 1.7 We are clear that the abolition of section 21 as a means to end tenancies will need to be underpinned by enhanced section 8 grounds and a simpler, faster process

through the courts. Our aim is that wherever a section 21 notice would have been appropriate to use, an appropriate section 8 ground can be used instead.

- 1.8 Chapter two of this consultation seeks your views on the impact of removing assured shorthold tenancies, and whether there are any circumstances where a tenancy should be ended without the tenant being at fault.
- 1.9 Chapter two also seeks views on whether our reforms should relate to all those who use the Housing Act 1988 – in both the private and social sectors.
- 1.10 The abolition of the assured shorthold tenancy regime will raise the need to make consequential amendments to related legislation. It is the Government's intention to protect the benefits of the assured shorthold tenancy regime throughout these reforms. Chapter two also explores the implications of this change.

Ending a tenancy

- 1.11 Landlords need to be able to evict tenants who break the tenancy agreement in a way that would merit the ending of a tenancy. Landlords also need to be able to regain their property if they need it for themselves or their families, or if they intend to sell it.
- 1.12 Landlords have been clear that our reforms must provide them with appropriate new grounds for possession that truly reflect the reasons they may need to ask a tenant to leave. Respondents to our recent consultation thought that the existing grounds for possession covered by Schedule 2 of the Housing Act 1988 were the right ones and agreed with the Government's proposal that new grounds should be added to cover the landlord selling or moving into the property.
- 1.13 Chapter three explores how the grounds can be used effectively in the future once section 21 is no longer available and invites views on reforming some of the existing grounds. It is crucial that the reasons a landlord can gain possession are clear and understood by all, before a tenancy agreement is signed.

Faster redress through the courts

- 1.14 These reforms do not take place in a vacuum. We are clear that we need to take a holistic approach, bringing in work from across Government, to deliver a system that is fair to both landlords and tenants. We would all want the position to be that tenancies end through mutual agreement, but we recognise there are times when the courts should intervene.
- 1.15 We acknowledge that to deliver this package of reforms, landlords must have confidence they can gain possession of their property through the courts efficiently. We heard this message from responses to our consultation on [Overcoming the barriers to longer tenancies in the private rented sector](#). Almost half of landlords who responded said they had experienced difficulties in gaining possession through the courts – although just over half said they had experienced no difficulties.

- 1.16 The most recent Ministry of Justice Landlord Possession statistics show that from claim to repossession, the mean average time taken to progress to possession for private landlord cases was 22 weeks, with the median much lower at 17 weeks.² The majority of landlords will experience much shorter case times than these averages suggest because just under three out of four possession claims do not reach the final possession stage, as tenants often voluntarily vacate the property as the case progresses. For those cases that progressed only to the possession stage, half of all possession orders were granted within 7 weeks. Nevertheless, we are continuing to work closely with the Ministry of Justice and Her Majesty's Courts and Tribunal Service to reduce these average case times.
- 1.17 The Ministry of Justice are looking to free up enforcement agent (bailiff) resources to help them prioritise possession cases, as we know there can be delays in enforcement once a court has granted a warrant for possession. Currently the Civil Procedure Rules (CPR) state that possession cases must have a first hearing between four and eight weeks. There is potential to reduce this by one week without significantly impairing the timeframe for tenants to seek legal advice, subject to approval by the Civil Procedure Rules Committee and possible consultation. Taken together, these reforms have the potential to reduce national average landlord possession case times by two weeks.
- 1.18 In addition, the [Courts and Tribunal Service Possession Reform Project](#) will introduce a new online system to speed-up and simplify the court process for landlords. This will reduce the errors that landlords can currently make when progressing a possession claim and preparing evidence, which can lead to delays. Similar reforms recently introduced for divorce claims, which block progress if the claim is completed incorrectly, have already reduced rejection rates. In possession cases, these errors can often result in hearings being adjourned and rescheduled, adding up to 12 weeks to case timelines (8 weeks on average). These reforms are expected to speed up cases which currently take significantly longer than the average, and reduce delays experienced by thousands of landlords when recovering possession of their property.
- 1.19 Improved guidance will also be provided so that both landlords and tenants better understand their rights and responsibilities as the case goes through the courts. The Court Services will prioritise these reforms to the private landlord possession process and they are expected to be introduced by August 2020.
- 1.20 Last year, we published a [Call for Evidence](#) to better understand and improve the experience of people using courts and tribunal services in property cases, including possession cases in the county court. We will continue to work closely with the Ministry of Justice and Her Majesty's Courts and Tribunal Services to develop further policy proposals. We will publish the Government's response shortly.

² The mean average for all tenure types was 44.4 weeks (median 20.6 weeks). Source: MOJ mortgage and landlord possession statistics January to March 2019. <https://www.gov.uk/government/statistics/mortgage-and-landlord-possession-statistics-january-to-march-2019>

The wider impact of reforms

1.21 Chapter four is your opportunity to give us any further factual evidence you believe we need to take into account in order to produce an impact assessment for when the appropriate legislation is brought before Parliament.

Summary of proposals

1.22 This consultation therefore seeks your views on:

- the impact of removing assured shorthold tenancies, and whether there are any circumstances where a tenancy should be ended without the tenant being at fault
- whether our reforms should relate to all those who use the Housing Act 1988 – in both the private and social sectors
- how existing grounds for possession covered by Schedule 2 of the Housing Act 1988 can be used effectively or reformed in the future once section 21 is no longer available and how new grounds should be added to cover the landlord selling or moving into the property; and
- how the courts could consider applications for possession orders under section 8 of the Housing Act 1988 more efficiently.

1.23 All responses to the consultation should be submitted no later than 11:45pm on 12 October 2019. We encourage respondents to use the online survey available at: <https://www.surveymonkey.co.uk/r/52JFF5T>, although written responses can also be emailed to:

TenancyReform@communities.gov.uk

or sent to:

Private Rented Sector – Strategy and Reform
Ministry of Housing, Communities and Local Government
Third Floor, South West – Fry Building
2 Marsham Street
London
SW1P 4DF

2. The end of section 21 evictions

Assured shorthold tenancies

- 2.1 Assured shorthold tenancies were introduced by the Housing Act 1988 to offer greater flexibility for landlords who wanted to let out properties for shorter periods and for tenants who wanted the flexibility of a shorter-term let. One of the features of the assured shorthold tenancy regime was the ability of landlords to end the tenancy without needing to give a reason why, by issuing a two-month notice under section 21.
- 2.2 The [2018 English Private Landlord Survey](#) looked at why landlords brought tenancies to an end. It found that, in the past two years, the vast majority of tenancies ended because the tenant chose not to renew the agreement or had terminated the tenancy early. The most common reasons for landlords and agents to end tenancies were that the tenant was in arrears, or because the property was not cared for.
- 2.3 The section 21 notice is used in favour of other procedures under the Housing Act 1988 whether landlords are ending the tenancy because of 'fault' (such as anti-social behaviour) or 'no fault' (such as wanting to sell the property, refurbish or re-let). When using section 21, the landlord only has to prove the notice is valid in order to obtain a possession order.
- 2.4 The Housing Act 1996 changed the default tenancy in the Housing Act 1988 from assured to assured shorthold tenancies and, over time, most private sector residential tenancies in England became shorthold in nature. As such, the ability of landlords to use section 21 outside of the fixed term leaves tenants with limited options to challenge the notice to leave.
- 2.5 The Government wants to see an open and honest relationship between landlords and tenants, with all parties clear about the reasons why a tenancy could be ended. We believe that it is right this open and honest relationship should exist in both the private and social rented sectors, and that all tenants and landlords who use the Housing Act 1988 should be clear about their rights and responsibilities.
- 2.6 Currently, many landlords have the unilateral power to evict a tenant from their home without reason. This creates an unequal dynamic that undermines the relationship between landlords and tenants, and potentially erodes trust between the two parties. Landlords who evict tenants for rent arrears or anti-social behaviour using a 'no fault' ground mask valid reasons for eviction, which fuels a culture of mistrust and uncertainty.
- 2.7 The ability to use section 21 rests in the assured shorthold tenancies regime. The Government is of the view that, with section 21 removed, the assured shorthold regime no longer serves a practical purpose as the ability to create fixed-term tenancies already exists in the Housing Act 1988.

2.8 With section 21 removed, under the Housing Act 1988 as amended, all future tenancies will be assured, either as fixed-term assured tenancies or contractual periodic assured tenancies. This means that in future, the default position will be that a tenancy is a periodic assured tenancy unless the landlord and tenant have agreed a fixed term in writing. A tenant under an assured tenancy may not be evicted unless the landlord can provide grounds under Schedule 2 of the Housing Act 1988 or at a break point in the tenancy contract where a break clause has been agreed between the landlord and the tenant.

Wider impact

- 2.9 Our proposals set out fundamental changes to the assured tenancies regime. The Government is minded to apply these changes to all landlords that use the assured tenancies regime, including social housing landlords. The Government is aware of the wide range of housing providers who could be affected by these changes. This consultation, and a series of structured engagement across housing, will ensure the Government delivers a system that works for everyone.
- 2.10 The proposed reforms will affect a wide range of bodies who use the Housing Act 1988 as the assured regime is available for a wide range of landlords. Our proposals particularly affect a number of social landlords. We know that housing associations can grant assured shorthold tenancies rather than assured periodic tenancies and that in 2017/18, around 12% of new social rent supported housing lettings made by housing associations were granted on an assured shorthold basis.
- 2.11 Reforms also potentially affect housing companies set up by local authorities that use the assured tenancy regime. However, tenancies granted by local authority landlords in their own stock will generally be under different legislation, namely the secure tenancies regime in the Housing Act 1985 and will not therefore be directly affected by these changes.
- 2.12 Since April 2012, following changes introduced in the Localism Act 2011 and a new Tenancy Standard, Private Registered Providers of social housing (housing associations registered with the Regulator of Social Housing) and local authorities have been able to offer fixed-term tenancies with a statutory minimum of two years (although the Tenancy Standard requires social landlords to grant tenancies of a minimum of five years unless there are exceptional circumstances) alongside tenancies with lifetime security. In the case of Private Registered Providers, these will be assured shorthold tenancies; and flexible secure tenancies in the case of local authorities.
- 2.13 Housing associations also use assured shorthold tenancies as probationary tenancies, so called 'starter tenancies'. Starter tenancies last for one year, extendable to 18 months. Landlords are expected to notify the tenant in advance if they are minded not to give a further tenancy at the end of the trial period, giving the tenant the opportunity to contest the decision. At the end of the trial period, provided the landlord doesn't seek to evict the tenant, the tenant will either automatically become an assured tenant or may receive a further assured shorthold tenancy of at least two years. The Housing Act 1996 introduced the introductory tenancy regime for local authority landlords, which fulfils the same purpose as starter tenancies. The

removal of assured shorthold tenancies means that starter tenancies would no longer be available for housing associations.

2.14 Another form of assured shorthold tenancy in the social rented sector, which would be affected by these changes, is the demoted tenancy. Demoted tenancies are previously secure or assured tenancies that have been 'demoted' by the court. Private Registered Providers and local authority landlords may apply to the court for a demotion order where there is evidence of anti-social behaviour, which effectively puts the tenant on notice to improve their behaviour. A demotion order has the effect of bringing to an end a secure or assured tenancy and replacing it with a demoted tenancy. A demoted tenancy remains demoted for 12 months before reverting to the original type, unless during the 12 months the landlord applies for possession. When an assured tenancy is demoted by a Private Registered Provider landlord it becomes a demoted assured shorthold tenancy under section 20B of the Housing Act 1988.

Question 1:

Do you agree that the abolition of the assured shorthold regime (including the use of section 21 notices) should extend to all users of the Housing Act 1988?

- Yes
- No
- Don't know

If not, which users of the Housing Act 1988 should continue to be able to offer assured shorthold tenancies? (tick all that apply)

- Housing associations
- Local Authority Housing Companies
- Local authorities discharging their duties under the Housing Act 1996
- Providers of Supported Housing
- Providers of rent-to-buy products
- Don't know
- Other (please specify)

Fixed-term and periodic assured tenancies

- 2.15 The removal of assured shorthold tenancies does not necessarily mean that tenancies must be open-ended. Landlords and tenants could still choose between assured periodic and assured fixed-term tenancies and decide which type of tenancy best suits their circumstances. As set out above, both parties can agree a tenancy agreement covering a fixed-term and / or a periodic contract that rolls over on a cycle of time, usually monthly.
- 2.16 There are benefits to fixed-term assured tenancies in that they provide both landlords and tenants with stability and clarity. The parties can agree a set of terms and conditions for a contract length that suits their needs. Tenants have the security of knowing that their home will be theirs under an agreed set of terms, for an agreed period. Landlords know that a tenant cannot unilaterally leave the agreement until the end of the contract length, providing them with a certainty of income. Rent increases are agreed in the contract, and both parties are clear on their rights and responsibilities for the duration of the agreement. At the end of any fixed-term, unless both parties agree to a new tenancy agreement, the tenancy would roll onto an assured periodic tenancy.
- 2.17 There are also benefits to landlords and tenants of continuing to have the ability to instead opt for an assured periodic tenancy straight away. This allows both parties to enter into a more flexible arrangement. A set of terms and conditions is agreed at the beginning of the contract and the tenancy rolls over on a pre-agreed cycle of time. Tenants have the flexibility of ending the contract at any time, provided they give the correct period of notice, which is either 28 days if tenants pay rent weekly or one month if rent is paid monthly.
- 2.18 The Government is interested in whether a minimum length should apply to fixed-terms. This would provide landlords with the assurance of guaranteed rental income for a defined period of time. Tenants would benefit from the certainty of established terms and conditions, without the worry of having to routinely negotiate new ones. Landlords and tenants would still be able to mutually agree to end the tenancy early.
- 2.19 However, we are aware that landlords and tenants value flexibility in the framework, so we are keen to hear views on whether a minimum time period should apply to fixed terms, and if so, what length it could be.

Question 2:

Do you think that fixed terms should have a minimum length?

- Yes
- No
- Don't know

If yes, how long should this be?

- 6 months

12 months

2 years

Ending a fixed-term tenancy early through a break clause

2.20 Break clauses are a feature of contract law and not a requirement of the Housing Act 1988. A break clause can be included in a fixed-term tenancy agreement if both parties agree to including it in the contract. Break clauses do not apply to assured periodic tenancies.

2.21 Currently, any break clause in a tenancy must be agreed by both the landlord and tenant in advance of a tenancy being signed. A break clause allows for either party to exit the contract at a specified point by exercising the break clause. While a tenant can exercise a break clause and be relieved of their obligations under the tenancy and simply vacate the premises, a landlord will still have to seek possession if a tenant refuses to leave a property when the landlord exercises a break clause. Break clauses have the benefit of allowing the parties to agree a point at which to reassess whether they want to remain in the contract after an agreed duration of time.

2.22 While there is some flexibility, a break clause cannot operate earlier than six months into the tenancy agreement. If a minimum fixed term is introduced, it will be necessary to consider the best way to include break clauses, such as whether the break clause could not be activated until after this minimum period has ended.

Question 3:

Would you support retaining the ability to include a break clause within a fixed-term tenancy?

Yes

No

Don't know

Protecting tenants from landlords increasing the rent above market value

2.23 The Government does not support the introduction of rent controls to set the level of rent at the outset of a tenancy. Historical evidence suggests that these would discourage investment in the sector, and would lead to declining property standards as a result, which would not help landlords or tenants.

2.24 Under the existing legislative framework, private sector landlords can increase the rent in two ways:

- During the fixed-term period, any rental increases are set out in the tenancy agreement – allowing landlords and tenants to agree arrangements that suit their circumstances.
- Once the fixed-term has ended and if the agreement transitions to a statutory periodic tenancy, a landlord is able to adjust the rent once a year under section 13 of the Housing Act 1988. The landlord must serve a notice to the tenant

informing them of the proposed change. If the tenant does not agree with the landlord's intentions, they can refer the matter to the Property Chamber of the First-tier Tribunal for independent adjudication. The First-tier Tribunal will consider the application and decide what the maximum rent of that property should be if let on the open market, considering the conditions of the local housing market. They will not consider affordability or the personal circumstances of either the landlord or the tenant.

- 2.25 Only a small number of cases are brought to First-tier Tribunal for a decision on market rents for assured shorthold tenancies. It may be that the First-tier Tribunal processes are little known, or that, given the size of the rental market, the majority of rent increases are agreed between landlord and tenant. Indeed, the 2018 English Private Landlord Survey found that, at the last tenancy renewal or extension, landlords and agents were more likely to have kept the rent the same than to have increased or decreased the rent.
- 2.26 In addition, we have been told that the abolition of section 21 raises concerns that landlords may try to force tenants to leave a property by including a clause in the contract that allows them to increase the rent at the end of the fixed-term period to an unaffordable level³.
- 2.27 The Government is clear that there must not be any mechanism for landlords to force a tenant to leave the property by including clauses in fixed term tenancy agreements which hike up the rent by excessive or unreasonable amounts just before the agreement is due to expire. It intends to legislate to prevent this from occurring by preventing tenancy agreements from containing any clauses that would change the contract after the fixed-term has ended. Landlords would still be able to adjust the rent in line with market levels by negotiating a new fixed term contract with the tenant. If the contract moved onto a statutory periodic tenancy, the landlord can use section 13 of the Housing Act 1988, as described in paragraph 2.24 above.

Protecting rents in the social sector

- 2.28 Rents set by registered providers of social housing are regulated (subject to certain exemptions). This limits the level of rent that can be set initially and subsequent annual changes. From April 2016, the Welfare Reform and Work Act 2016 has required registered providers to reduce their rents by 1% each year for four years. The Government has announced that, from 2020, annual rent increases of up to CPI plus one percentage point will be permitted for a period of at least five years.
- 2.29 These regulatory arrangements aim to protect social housing tenants from unreasonable real-terms rent increases. As such, the Government does not consider that further action is needed to ensure that registered providers of social housing cannot use rent increases as an alternative means of forcing a tenant to leave a property.

³ [Overcoming the barriers to longer tenancies in the private rented sector](#)

Other protections for tenants in assured tenancies

Protections in the Deregulation Act 2015

2.30 The Deregulation Act 2015 contains measures aimed at improving safety in the private rented sector by requiring landlords to have met several safety and best practice standards before being able to use section 21 to end a tenancy.

2.31 Under the current regime, landlords comply by issuing a tenant with the following at the start of an assured shorthold tenancy:

- A copy of [‘How to rent: the checklist for renting in England’](#).
- A gas safety certificate – the landlord must provide one at the start of the tenancy and within 28 days of each annual gas safety check, if there is a gas installation.
- Information about how a tenant’s deposit is protected in a government-approved scheme.
- The Energy Performance Certificate – from April 2018 private rented properties will need to achieve a minimum energy performance of a band ‘E’ rating before they can be let (subject to exemptions).

2.32 The Deregulation Act 2015 also contains measures aimed at protecting private rented tenants from retaliatory eviction as a result of making a complaint about the condition of their home. Under the Deregulation Act 2015, landlords are prevented from using section 21 to end a tenancy for six months after the local authority has served an improvement notice or notice of remedial action under the Housing Act 2004. The Deregulation Act 2015 further provided that a section 21 notice would also be made invalid if (i) the tenant complained to the local authority in writing, (ii) the landlord did not respond, gave an inadequate response or issued a section 21 notice, (iii) the tenant made a follow-up complaint to the local authority about the same matter and (iv) the local authority issued a notice in relation to the complaint.

2.33 The Government has been clear that no tenant should be asked to leave their home just because they have raised concerns about the standards or safety of the property. Under the Government’s proposed reforms, landlords will need to provide a valid reason for taking back possession of the property and would need to be able to satisfy a judge of the validity of their claim. This in itself will remove the means of retaliatory eviction. However, the Government wants to ensure that landlords are encouraged to comply with the legal standards for safety and will look at the best way to carry the protections across from the existing legislation, reflecting the principles of the current regime.

2.34 Tenants across all sectors must have confidence that their home is safe. The Government intends to carry over the measures detailed above into the new tenancy regime so that tenants can be protected after the assured shorthold regime is removed from the Housing Act 1988. We will also consider applying these protections to all users of the Housing Act 1988, not just those in the private rented sector.

2.35 The Tenant Fees Act 2019 and the assured shorthold regime are inextricably linked – deposits are required to be protected and a landlord is prevented from giving a section 21 notice where a landlord has breached section 1(1) or Schedule 2 of the Tenant Fees Act so long as all or part of the prohibited payment or holding deposit has not been repaid to the relevant person or applied to the rent or deposit with the consent of the relevant person.

3. Bringing tenancies to an end

- 3.1 The Government's new deal for renting will retain the flexibility many in the private rented sector find important, coupled with the security that is needed for a stable housing market. Tenants will have more stability, knowing from the outset the circumstances under which their tenancy could come to an end. Landlords will retain the ability to regain their property, with an easier journey through the courts when things go wrong or where they need their properties back for other valid reasons.
- 3.2 Under the new framework, there will be a number of potential ways in which a tenancy could be brought to an end:
- In a fixed-term tenancy – tenants will be able to end the tenancy after the end of the fixed-term (or at a break point), as long as they provide sufficient notice to the landlord in line with their tenancy agreement.
 - In an assured periodic (open-ended) tenancy – tenants will be able to end a tenancy at any point provided they comply with the appropriate notice period.
 - In either scenario – landlords will be able to end the tenancy by issuing a notice under section 8 of the Housing Act 1988, providing one of the grounds in Schedule 2 applies.

How tenants can end a tenancy

- 3.3 Currently, tenants are not able to leave a tenancy agreement within the fixed-term, without the use of a break clause. The tenant can end the agreement once the fixed-term has expired. If they wish to end a periodic tenancy, they can do so at any time by providing the correct period of notice, which is either 28 days if rent is paid weekly or one month if it is paid monthly.
- 3.4 Respondents to our previous consultation, [Overcoming the barriers to longer tenancies in the private rented sector](#), felt the flexibility of individual agreements remained important. The Government therefore is not minded to change this part of the legislation.

Improving the statutory framework under which a landlord can end a tenancy

Current grounds

- 3.5 Many landlords who let under the assured shorthold regime use section 21 of the Housing Act 1988 to regain possession of their properties when needed outside of the fixed-term. However, there are a wide range of grounds under which landlords can gain possession of their property detailed in Schedule 2 of the Housing Act 1988. The current grounds are listed below:

<i>Ground</i>	<i>Circumstances</i>	<i>Notice Period after which court proceedings can start</i>
Mandatory grounds for repossession, meaning the court <u>must</u> grant the possession order if the landlord can prove the grounds to the court.		
1	Prior notice has been given that the landlord may wish to take the property as their own home.	Two months or more
2	Prior notice has been given that the mortgage lender may wish to repossess the property.	Two months or more
3	Prior notice has been given the property is occupied as a holiday let for a set period.	Two weeks
4	Prior notice has been given the property belongs to an educational establishment and let for a set period.	Two weeks
5	Prior notice has been given to a resident minister that the property may be required by another minister of religion.	Two months or more
6	Reconstruction, demolition or other works need to be carried out, but cannot go ahead with the tenant in situ.	Two months or more
7	The previous tenant has died, with the tenancy passing on to a new tenant who does not have the right to carry on with the tenancy.	Two months or more
7A	The tenant has been convicted of a serious offence in or around the property, against someone living in or around the property, or against the landlord.	Four weeks or one month
7B	A tenant or occupant has been disqualified from occupying the property due to their immigration status.	Two weeks
8	The tenant has significant rent arrears.	Two weeks
Discretionary grounds for repossession, meaning the court <u>may</u> grant the possession order if the grounds are proven.		
9	Suitable alternative accommodation is, or will be, available for the tenant.	Two months or more
10	Some rent is unlawfully due from the tenant.	Two weeks
11	The tenant has persistently delayed paying their rent.	Two weeks
12	Any obligation of the tenancy (other than the payment of rent) has been broken or not performed.	Two weeks
13	A tenant or occupant has caused the property to be neglected.	Two weeks
14	A tenant or occupant has been guilty of anti-social behaviour.	Immediately
14A	The property is owned by a charitable housing trust or registered social landlord, and one occupant has left due to violence or threats to them or their family from their partner.	Two weeks
14za	A tenant or adult resident has been convicted of an indictable offence that took place at, and during, a riot.	Two weeks

15	A tenant or occupant has caused damage to furniture.	Two weeks
16	The property was tied to a tenant's employment and they have now left the landlord's employment.	Two months or more
17	The tenant made false statements to induce being granted the tenancy.	Two weeks

Improving the use of current grounds

3.6 During our consultation on [Overcoming the barriers to longer tenancies in the private rented sector](#), we heard from landlords who were dissatisfied with the current grounds detailed in Schedule 2 of the Housing Act 1988. The Government wishes to take this opportunity to make improvements to some of the current grounds.

Moving into the property, widening the scope of ground 1

Amending ground 1 – The landlord wishes to take the property as their own home, or for a family member.

3.7 Respondents to [Overcoming the barriers to longer tenancies in the private rented sector](#) agreed this ground should be available under a new tenancy regime. Ground 1 comes with criteria that limit landlords' ability to secure possession. We want to ensure landlords have the confidence to use this ground under our new tenancy framework and want to explore whether the scope of the ground could be widened, allowing it to be used in a wider variety of circumstances.

3.8 Currently, ground 1 does not allow for another family member to use the property as their main home. To ensure the ground offers flexibility to landlords, we want to explore widening the scope of the family members who can move into the property. We propose to include children and family members of the landlord or their spouse or partner as well, and propose to define the meaning of family for these purposes.

Question 4:

Do you agree that a landlord should be able to gain possession if their family member wishes to use the property as their own home?

- Yes
- No
- Don't know

If not, why not?

3.9 Ground 1 also requires that a landlord, their spouse or civil partner must have previously lived at the property. We want to make it easier for a landlord to gain

possession for themselves or a family member without having previously lived at the property, and so we wish to explore removing this requirement.

Question 5:

Should there be a requirement for a landlord or family member to have previously lived at the property to serve a section 8 notice under ground 1?

- Yes
- No
- Don't know

If you think there should be such a requirement, explain why:

Prior notices

- 3.10 Currently, ground 1 is available to a landlord where they provide the tenant with prior notice (that is, at the beginning of their tenancy agreement) that they may wish to use this ground at some point to gain possession.
- 3.11 If the landlord does not issue prior notice, they can still seek possession using this ground. However, they will not be guaranteed possession as the legislation allows a judge to consider whether it is just and equitable to dispense with the notice.
- 3.12 The Government intends that landlords should continue to provide their tenants with prior notice, being explicit that this ground enables the end of a tenancy where the landlord needs the property for themselves or a family member. It is important that there is open and transparent communication early in the tenancy. Such information equips tenants with the information they need to better plan for the future.

Question 6:

Currently, a landlord has to give a tenant prior notice (that is, at the beginning of the tenancy) that they may seek possession under ground 1, in order to use it. Should this requirement to give prior notice remain?

- Yes
- No
- Don't know

If not, why not?



- 3.13 Landlords may initially offer long fixed-term tenancies. However, their circumstances may change over time. If a landlord had not given prior notice, but their circumstances change, it may be difficult for them to move back into their property using ground 1.
- 3.14 Currently, the landlord cannot gain possession under ground 1 until after the fixed-term has expired. This gives the tenant more security but could restrict the length of fixed-term periods. 81% of the tenants who responded to our previous consultation would accept a longer tenancy if they were offered one, whilst landlords preferred the flexibility of shorter ones⁴.
- 3.15 The Government believes there is merit in exploring whether a landlord can use ground 1 during any fixed-term, providing prior notice was given.
- 3.16 However, these changes should not undermine a tenant's security of tenure. We therefore wish to consider restricting the use of this ground until two years has passed since the first tenancy agreement was signed. This will give tenants a 'protected period' in the property.
- 3.17 We understand that it will be important for landlords to provide sufficient evidence that they intend to use the property as their main residence, to prevent the ground from being open to abuse. We will continue to work with the sector and members of the judiciary to determine what a reasonable requirement would be.

Question 7:

Should a landlord be able to gain possession of their property before the fixed-term period expires, if they or a family member want to move into it?

- Yes
 No
 Don't know

Question 8:

Should a landlord be able to gain possession of their property within the first two years of the first agreement being signed, if they or a family member want to move into it?

- Yes
-

⁴ [Overcoming the barriers to longer tenancies in the private rented sector](#)

- No
- Don't know

Question 9:

Should the courts be able to decide whether it is reasonable to lift the two year restriction on a landlord taking back a property, if they or a family member want to move in?

- Yes
- No
- Don't know

Question 10:

This ground currently requires the landlord to provide the tenant with two months' notice to move out of the property. Is this an appropriate amount of time?

- Yes
- No
- Don't know

Question 11:

If you answered No to Question 10, should the amount of notice required be less or more than two months?

- Less than two months' notice
- More than two months' notice
- Flexible notice period
- Don't know

3.18 Currently, ground 1 is mandatory, meaning a judge must grant a possession order if the landlord can prove the grounds to the court. We believe this remains the fairest way for the landlord to reclaim their property.

A new ground – selling the property

3.19 It is essential that landlords can respond to changing circumstances to manage their property. Sometimes this will include having to sell the property. Often landlords choose to market and sell their property with the sitting tenants – but sometimes they will need to ask the tenants to leave in order to sell the property. Enabling landlords to make decisions about their investment is critical to the healthy operation of a robust and buoyant private rented and wider housing sector. The Government is therefore considering making this new ground mandatory to allow landlords to regain the property before any fixed-term period expires. However, a landlord would not be able to use this ground within the first two years after the first agreement is signed, mirroring the new provisions in ground 1.

- 3.20 Many landlords currently use a section 21 notice when they want to sell their property. We want to ensure that landlords can continue to gain possession of their property when they need to sell. Respondents to our previous consultation also agreed that a provision for a landlord to sell the property should be included in any amended grounds for eviction⁵.
- 3.21 It is critical that safeguards are available to protect tenants and provide them with security. With that in mind, the Government is proposing that a landlord provides their tenant with prior notice before the tenancy agreement was signed. A prior notice will mean that the tenant will be aware at the outset that the landlord may sell the property at some point.
- 3.22 However, as with other grounds that require prior notice, a landlord can still request possession under this ground if they did not comply with the prior notice requirements. A judge can choose to dispense with this requirement if they feel it is appropriate, providing landlords with a mechanism to respond to urgent situations if they need to.
- 3.23 As with ground 1, there is merit in restricting the use of this ground during the first two years since the first agreement was signed between the two parties. If there are extenuating circumstances, a landlord will still be able to apply to the courts, but it will be at the judge's discretion as to whether to grant possession.
- 3.24 It will be important that tenants are provided with enough notice when the landlord wants to exercise this ground. We are therefore considering that the landlord must provide their tenants with a minimum of two months' notice.
- 3.25 Again, the level of proof that landlords are required to provide will be critical to the successful use of this ground. The Government will consider carefully what this evidence should be during the consultation period, working closely with stakeholder groups and members of the judiciary to balance the needs and security of both parties.

Question 12:

We propose that a landlord should have to provide their tenant with prior notice they may seek possession to sell, in order to use this new ground. Do you agree?

- Yes
 No
 Don't know

⁵ [Overcoming the barriers to longer tenancies in the private rented sector](#)

If no, please explain.

Question 13:

Should the court be required to grant a possession order if the landlord can prove they intend to sell the property (therefore making the new ground 'mandatory')?

- Yes
- No
- Don't know

If not, why not? (please specify)

Question 14:

Should a landlord be able to apply to the court if they wish to use this new ground to sell their property before two years from when the first agreement was signed?

- Yes
- No
- Don't know

Question 15:

Is two months an appropriate amount of notice for a landlord to give a tenant, if they intend to use the new ground to sell their property?

- Yes
- No
- Don't know

Question 16:

If you answered 'no' to question 15, should the amount of notice required be less or more than two months?

- Less than two months' notice
- More than two months' notice

- Flexible notice period
- Don't know

If flexible, should this depend on:

- Length of the tenancy
- Agreed in the terms of the tenancy agreement
- Don't know

Rent-arrears

- 3.26 Ground 8 is a mandatory ground for possession of a property where a tenant has accrued rent arrears. This ground currently allows the landlord to issue a notice when the tenant is over the prescribed period of outstanding rental payments. For example, in the case of rolling tenancies, this is two months' rent. For the judge to provide an order for possession, the full two months' rent must still be outstanding at the time of the court hearing. We have heard from landlords that the current operation of this ground makes it difficult to gain possession even in the case of persistent rent arrears⁶.
- 3.27 Respondents to [Overcoming the barriers to longer tenancies in the private rented sector](#) stated concerns over the time taken to gain possession of their property using ground 8. Some landlords thought that this process meant that tenants could 'buy themselves time' by reducing their arrears to just below the prescribed threshold to avoid appearing at court, forcing the landlord to begin the possession claim process from the beginning. Landlords said they often used the section 21 process when there were rent arrears to get a swifter outcome.
- 3.28 The Government wants to balance the needs of both tenants and landlords and create a system that is fair, where landlords are able to recover their property if the tenant has not paid their rent, and where tenants are given the opportunity to pay down the arrears and stay in their home.
- 3.29 The Government is interested in how it can improve the grounds on rent arrears to find a solution that suits both tenants and landlords.
- 3.30 We are considering re-structuring the ground so that:
- The landlord can serve a two-week notice seeking possession once the tenant has accrued two months of rent arrears.
 - This is a mandatory ground if the tenant still has one month's (or over) worth of rent arrears outstanding by the time of the hearing.
 - If the arrears are under one month by this time, then the ground is discretionary.

⁶ [Overcoming the barriers to longer tenancies in the private rented sector](#) and [A qualitative research investigation of the factors influencing the progress, timescales and outcomes of housing cases in county courts](#)

- However, if the landlord can prove a pattern of behaviour that shows the tenant has built up arrears and paid these down on three previous occasions, then the judge must consider it a mandatory ground.

3.31 The above proposal would provide landlords with the means to engage tenants once arrears have started to occur – but also provide tenants with an appropriate length of time to repay the debt, with a view to remaining in the property. It would also protect landlords from tenants abusing the ground by routinely paying down their arrears by a small amount.

Question 17:

Should the ground under Schedule 2 concerned with rent arrears be revised so:

- **The landlord can serve a two week notice seeking possession once the tenant has accrued two months' rent arrears.**

- Yes
- No
- Don't know

If no, please explain.

- **The court must grant a possession order if the landlord can prove the tenant still has over one months' arrears outstanding by the time of the hearing.**

- Yes
- No
- Don't know

If no, please explain.

- **The court may use its discretion as to whether to grant a possession order if the arrears are under one month by this time.**

- Yes

- No
- Don't know

If no, please explain.

- **The court must grant a possession order if the landlord can prove a pattern of behaviour that shows the tenant has built up arrears and paid these down on three previous occasions.**

- Yes
- No
- Don't know

If no, please explain.

Anti-social behaviour

3.32 Social landlords have a range of powers at their disposal to deal with tenants who exhibit anti-social behaviour. These powers, in particular those of local authorities, were extended and strengthened by the Housing Act 1996; the Anti-social Behaviour Act 2003; and the Housing Act 2004. Powers under the Anti-social Behaviour, Crime and Policing Act 2014, range from abatement orders to deal with noise nuisance, to injunctions excluding tenants from their homes in cases involving violence or a significant risk of harm. It also extended social landlords' powers to secure the eviction of anti-social tenants in certain circumstances, or the imposition of a less secure 'demoted' tenancy.

3.33 It is common for social landlords to take all reasonable steps to prevent any nuisance and, indeed, social landlords are under a duty to publish anti-social behaviour policies and procedures to which residents are held accountable.

3.34 Private landlords have told us that the current grounds for possession, such as anti-social behaviour are difficult to use and that this has resulted in section 21 being used as an alternative⁷.

⁷ [Overcoming the barriers to longer tenancies in the private rented sector](#)

3.35 The anti-social behaviour grounds have been amended through legislation over subsequent Parliaments. The following grounds are available to end a tenancy where anti-social behaviour is a problem:

7A	The tenant has been convicted of a serious offence in or around the property, against someone living in or around the property, or against the landlord.	Mandatory
12	Any obligation of the tenancy (other than the payment of rent) has been broken or not performed.	Discretionary
14	A tenant or occupant has been guilty of anti-social behaviour.	Discretionary

Enforcing tenancy conditions to deal with anti-social behaviour

3.36 Anti-social behaviour causes misery for neighbours, problems for communities and difficulties for landlords. Where it occurs, anti-social behaviour needs to be dealt with swiftly to stop it from escalating. In practice, often the quickest and most practical way in which landlords can control the behaviour of their tenants is by enforcing the terms and conditions of the tenancy agreement. Terms can be inserted into tenancy agreements to impose standards of behaviour on tenants and to prohibit unacceptable behaviour. A reminder of the terms of the tenancy agreement, and the implications of being evicted, can be sufficient for a tenant to change their behaviour.

3.37 Where a landlord needs to seek possession of the property they can use ground 12 or seek an injunction to prevent any further breach. Most landlords include in their tenancy agreements a general clause to prohibit nuisance behaviour; others include specific terms covering pets, violence and offensive language.

3.38 We are keen to understand whether landlords would want to strengthen the terms of tenancy agreements to deal with anti-social behaviour, making the use of ground 12 easier to prove in court or whether there are further steps that can be taken to make the use of ground 12 more effective.

Question 18:

Should the Government provide guidance on how stronger clauses in tenancy agreements could make it easier to evidence ground 12 in court?

- Yes
- No
- Don't know

Grounds 7A and 14

3.39 We have heard from landlords that they are concerned about their ability to regain possession of their property from tenants even when there are serious levels of anti-social behaviour. The removal of assured shorthold tenancies and the loss of the ability to use section 21 to evict tenants makes it important that the anti-social behaviour grounds are swift and effective. We are keen to hear from both social and private sector landlords about the effectiveness of grounds 7A and 14, and any proposals for improvements based on their experience of using the legislation.

3.40 It is important that any changes that may be considered for grounds 7A and 14 are fair and balanced; we are also keen to hear from tenants and tenants' groups on the operation of these grounds.

Question 19:

As a landlord, what sorts of tenant behaviour are you concerned with? (tick all that apply)

- Nuisance (such as parties or loud music)
- Vandalism (such as graffiti)
- Environmental damage (such as littering or fly-tipping)
- Uncontrolled animals
- Don't know
- Other (please specify)

Question 20:

Have you ever used ground 7A in relation to a tenant's anti-social behaviour?

- Yes
- No
- Don't know

Please explain.

Question 21:

Do you think the current evidential threshold for ground 7A is effective in securing possession?

- Yes
- No
- Don't know

Please explain.

Question 22:

Have you ever used ground 14 in relation to a tenant's anti-social behaviour?

- Yes
- No
- Don't know

Please explain.

Question 23:

Do you think the current evidential threshold for ground 14 is effective in securing possession?

- Yes
- No
- Don't know

If no, please explain.



Domestic abuse

- 3.41 The Government is committed to tackling domestic abuse, ensuring victims are empowered to seek justice and have the protections they need to feel safe. It is estimated that around two million adults experience domestic abuse each year, affecting almost 6% of all adults, with women twice as likely to be victims than men⁸. Earlier this year, we unveiled the most comprehensive package of reforms ever to better meet the needs of individuals affected by domestic abuse. The landmark draft Domestic Abuse Bill will transform the way abuse is understood and criminalised and bolster the support and resources available to survivors to help rebuild their lives⁹.
- 3.42 It is well-documented that domestic abuse and security of tenure are issues that coexist. We want to build on the measures in the draft Domestic Abuse Bill to ensure we reflect these reforms in any amendments made to the Housing Act 1988. A person's home should be somewhere that they feel secure, and not live in fear of an abuser. We want to support more people to stay in their home and have the provisions they need to evict a perpetrator when necessary.
- 3.43 In our previous consultation, some respondents raised concerns that there were insufficient protections regarding security of tenure for victims of domestic abuse. Currently, ground 14A provides for a situation where the abuser is evicted from the property after the victim has left and has no intention of returning.
- 3.44 The Government believes that there is an opportunity to update ground 14A so that it is victim-focused. We want victims of domestic abuse to have greater rights to remain in the property safely if they wish to do so, rather than feel as though they need to leave to build a secure home elsewhere.
- 3.45 The current ground 14A applies to providers of social housing only. Our reforms are about making things fairer for all renters, and we believe that victims across all housing tenures should have access to the same rights and protections.

Question 24:

Should this new ground apply to all types of rented accommodation, including the private rented sector?

⁸ [Domestic abuse in England and Wales: year ending March 2018](#)

⁹ [Transforming the Response to Domestic Abuse](#)

- Yes
- No
- Don't know

If no, please explain.

3.46 There is also an opportunity to consider whether this ground, as updated, should be open for use by private sector landlords, and we would welcome views on this.

Question 25:

Should a landlord be able to only evict a tenant who has perpetrated domestic abuse, rather than the whole household?

- Yes
- No
- Don't know

If no, please explain.

3.47 We are also aware that there are additional complexities where tenants have a joint tenancy agreement¹⁰. We want to ensure victims have provisions that protect their tenancy rights where the abuser threatens to terminate the tenancy, and which enable the victim to end a tenancy without the consent of the abuser.

¹⁰ A joint tenancy is where each party to the tenancy hold it in a 'joint and several' way. This means they are both responsible for the terms and conditions of the tenancy, as if they were one person. Each party to the tenancy can be held liable for the action of the other, for example on rent arrears. In the case of a periodic tenancy, it also means that one person can take action to end a tenancy, even if the other party or parties do not agree.

Question 26:

In the event of an abusive partner threatening to terminate a tenancy, should additional provisions protect the victim's tenancy rights?

- Yes
- No
- Don't know

If no, please explain.

Question 27:

Should a victim of domestic abuse be able to end a tenancy without the consent of the abuser or to continue the tenancy without the abuser?

- Yes
- No
- Don't know

If no, please explain.

Property standards

3.48 The Government is committed to ensuring all homes are of a reasonable standard and that everyone should have a safe place to live. We recently supported the Homes (Fitness for Human Habitation) Act to strengthen tenants' rights and protect them from poor practice in the rented sector. Under the Act, all landlords, (private and social) are legally required to ensure that any dwelling they rent out is free from serious hazards from the start and for the duration of the tenancy. This includes damp, excess cold, electrical faults, as well as fire and falls.

3.49 We want to ensure that both landlords and tenants are fully aware of their rights and responsibilities. Tenants have a right to quiet enjoyment of their home. However, it is equally important that landlords have the tools they need to carry out their legal duties to prevent tenants from suffering harm.

- 3.50 We are concerned that some landlords may have difficulty accessing their properties to carry out their essential safety and maintenance duties. Landlords are required to give their tenants 24 hours' notice of visits for things like repairs. However, some landlords find that their tenants routinely refuse them entry. This can often leave landlords at risk of being non-compliant with legal safety standards.
- 3.51 We want to support landlords in keeping their properties safe, helping to drive up standards across housing. Currently, a landlord can evict a tenant using ground 13 of the Housing Act 1988 if the tenant has caused the condition of the property to deteriorate. This may be the result of a tenant's inaction or neglect in resolving an issue, or a wilful action that results in damage to the property.
- 3.52 It is also reasonable for a landlord to gain possession of their property where a tenant is routinely refusing them access to maintain the safety and standards of their property. We propose amending ground 13 to enable a landlord to evict a tenant if they are obstructing the landlord in carrying out their duties in relation to their safety responsibilities.

Question 28:

Would you support amending ground 13 to allow a landlord to gain possession where a tenant prevents them from maintaining legal safety standards?

- Yes
 No
 Don't know

If no, please explain.

Accelerated possession

- 3.53 One of the common reasons given by landlords for the use of section 21 notices to end tenancies is because it provides the ability to apply to the court for accelerated possession and have the case decided without a hearing – the landlord's case, and any defence put forward by the tenant, are dealt with in writing¹¹.
- 3.54 This means that it is often quicker to gain possession using section 21 than under a specified ground. The removal of this route leaves the concern, therefore, that it could take longer for a landlord to gain possession of their property.

¹¹ [*A qualitative research investigation of the factors influencing the progress, timescales and outcomes of housing cases in county courts*](#)

3.55 The Government recognises these concerns and wants to use the opportunity these reforms offer to review how accelerated possession can take place when a claim for possession has been made following the issue of a section 8 notice. An accelerated process means that the case is determined without the need for a hearing.

3.56 Given that a tenant has the right to challenge an application made under accelerated possession and, given a judge has the right to grant a hearing based on the tenant's defence, we believe there is merit in exploring whether some or all accelerated applications for possession could be used for some or all of the mandatory grounds within Schedule 2 of the Housing Act 1988.

Question 29:

Which of the following could be disposed of without a hearing? (tick all that apply)

1	Prior notice has been given that the landlord, <i>or a member of his family</i> may wish to take the property as their own home.	<input type="checkbox"/>
2	Prior notice has been given that the mortgage lender may wish to repossess the property.	<input type="checkbox"/>
3	Prior notice has been given the property is occupied as a holiday let for a set period.	<input type="checkbox"/>
4	Prior notice has been given the property belongs to an educational establishment and let for a set period.	<input type="checkbox"/>
5	Prior notice has been given to a resident minister that the property may be required by another minister of religion.	<input type="checkbox"/>
6	Reconstruction, demolition or other works need to be carried out, but cannot go ahead with the tenant in situ.	<input type="checkbox"/>
7	The previous tenant has died, with the tenancy passing on to a new tenant who does not have the right to carry on with the tenancy.	<input type="checkbox"/>
7A	The tenant has been convicted of a serious offence in or around the property, against someone living in or around the property, or against the landlord.	<input type="checkbox"/>
7B	A tenant or occupant has been disqualified from occupying the property due to their immigration status.	<input type="checkbox"/>
8	The tenant has significant rent arrears.	<input type="checkbox"/>
<i>New</i>	<i>The landlord wishes to sell the property</i>	<input type="checkbox"/>
	Don't know	<input type="checkbox"/>

Specialist provisions

- 3.57 We know that there are some circumstances that could make it difficult for certain groups of tenants and landlords to operate within the new framework as proposed. It may be necessary for these groups to be placed outside the scope of our new tenancy framework or be provided with specialist provisions. One option could be, for example, providing these groups with specialist new grounds for possession under Schedule 2 of the Housing Act 1988.
- 3.58 We will therefore give consideration as to which groups might require specialist provision, and the form that such provision might take.

Student accommodation

- 3.59 Many landlords argue that there is a particular market for student accommodation that should be treated as distinct from the rest of the private rented sector¹². The student market has discrete characteristics, and landlords are concerned that without the certainty provided by the current assured shorthold regime it will not be possible to effectively market student properties. This is because, until the previous group of students have given notice, the landlord cannot be sure of gaining possession of the property within a certain time scale.
- 3.60 However, tenants' groups have suggested that students should have the same security of tenure as other tenants. However, both landlords and student bodies have argued for an element of flexibility.
- 3.61 We want to balance the needs of both parties, so that:
- Landlords are still able to recover their property with certainty about timing, where necessary.
 - Student tenants will have the same rights and security as all other tenants without the need for a special provision as this group has varying circumstances — for example:
 - some students have caring responsibilities (as may be the case for mature students) and may need longer tenancies.
 - not all students plan to leave over the summer and some would like to continually live in the same accommodation for additional years of their studies (without disruption).
- 3.62 The Government remains of the view that institutional providers should continue to be exempt from the Housing Act 1988, reflecting their specialist role in providing short-term accommodation for a specific need (which often covers the first year of a student's course). Subject to views on this issue, the Government's intention is to create parity across all groups of tenants as far as possible. Landlords and tenants

¹² [Overcoming the barriers to longer tenancies in the private rented sector](#)

will still be able to agree a fixed-term contract of a length that suits their particular circumstances, providing tenants with the flexibility of leaving at the end of the academic year.

- 3.63 There is an existing prior notice ground (ground 4), that can be used for gaining possession of student accommodation. There may be merit in examining whether this could be widened to give all landlords who let to students additional flexibility to gain possession in circumstances where a course has ended, and the property can be used by new students.

Question 30:

Should ground 4 be widened to include any landlord who lets to students who attend an educational institution?

- Yes
 No
 Don't know

If no, please explain.

Short-term lets

3.64 Our new tenancy framework is designed for those tenants who live in properties as their main place of residence. Therefore, it may not be suitable for those tenants who explicitly intend to let a property for only a short period of time, and thus for those landlords who solely engage in short-term letting, through the internet and mobile phone apps.

3.65 Short-term letting could include holiday lets, but there are also some other forms of short term letting, which may need to be placed in this category, including, for example:

- A second home for work purposes.
- Other work-related reasons (e.g. a short-term job assignment or a job that frequent moves).
- Transitional lets (e.g. when people are buying a new home but can't move in immediately).

Question 31:

Do you think that lettings below a certain length of time should be exempted from the new tenancy framework?

- Yes
- No
- Don't know

If yes, what is the minimum length of tenancy that the framework should apply to?

Religious workers

3.66 Members of the Church of England have told us they often let residential accommodation out as private property when it is not in use by a member of the clergy¹³. They were concerned that our previous proposal for longer tenancies meant that they would not be able to take back the property when they required it for use by a member of the clergy. This is different to the current ground 5, where prior notice is given to a serving member of the clergy, that the property is required by their successor.

3.67 The Scottish Government recognised this as an issue when establishing the new Private Residential Tenancy in Scotland and have included a mandatory ground for when the property is required by a religious worker. This is restricted to instances where the property was used for this purpose previously.

3.68 The Government is seeking views on whether this should be included as a new, valid ground for possession.

Question 32:

Should the existing ground 5 be reviewed so possession can be obtained for re-use by a religious worker, even if a lay person is currently in occupation?

- Yes
- No
- Don't know

¹³ [Overcoming the barriers to longer tenancies in the private rented sector](#)

If no, please explain.

Agricultural tenancies

3.69 Following the abolition of section 21, tenant farmers that have sub-let a farm cottage as a dwelling on an assured shorthold tenancy¹⁴ may no longer be able to guarantee vacant possession to their landlord when they want to end their head tenancy agreement and retire.

3.70 We would like to explore further the implications for the agricultural sector and whether a new ground under Schedule 2 is warranted.

Question 33:

Should there be a mandatory ground under Schedule 2 for possession of sub-let dwellings on tenanted agricultural holdings where the head tenant farmer wants to end their tenancy agreement and provide vacant possession of the holding for their landlord?

- Yes
- No
- Don't know

If no, please explain.

Question 34:

Should there be a mandatory ground under Schedule 2 for possession of tenanted dwellings on agricultural holdings where there is business need for the landlord to gain possession (i.e. so they can re-let the dwelling to a necessary farm worker)?

- Yes

¹⁴ And the sub-tenant is not a farm worker protected by the Rent Acts or section 18 of the Housing Act.

- No
- Don't know

If no, please explain.

Question 35:

Are there any other issues which the Government may need to consider in respect of agricultural tenancies?

Build to Rent

- 3.71 A further distinct group of landlords might be those in the build to rent sector where the affordable housing contribution required under planning consents is provided in the form of affordable private rent. In some circumstances homes are allocated to prospective tenants based on eligibility criteria such as key worker employment status or household income.
- 3.72 It is possible that during a tenancy period the tenants circumstances change making them ineligible to continue renting an affordable private rent home. In this scenario, the landlord will want the option to increase the rent to market levels or to recover the property so that it can be offered to a tenant that does meet the eligibility criteria. In some instances, it may not be possible to increase rents to market level without reducing the overall quantum of affordable housing provision agreed as a planning condition; this would make it necessary for the landlord to repossess the property.
- 3.73 There may also be other circumstances specific to the build to rent sector that need to be considered as part of strengthening existing measures, including, but not limited to:
- entering into fixed term contracts due to planned refurbishment;
 - recovering properties to undertake unplanned refurbishments;
 - managing anti-social tenants where their behaviour impacts neighbouring residents.

3.74 We wish to consider the need for a specialist provision to enable the recovery of affordable private rented homes from ineligible tenants, especially where failure to do so would result in the landlord breaching a planning condition, and any other measures the sector would want covered as part of the revised regulations.

Other grounds for seeking possession

3.75 The Government is aware that there may be other circumstances where the current grounds under Schedule 2 may not be an appropriate substitute for section 21. An example might be landlords who are serving military or crown personnel, who may be required to move abroad or return home at short notice due to their employment. In addition, we are aware that some specialist landlords use eligibility criteria in order to manage who lives in their properties. As such, there may be a need for other grounds for possession that Government should consider.

Question 36:

Are there any other circumstances where the existing or proposed grounds for possession would not be an appropriate substitute for section 21?

- Yes
- No
- Don't know

If yes, please explain.

Impact and timing of implementing our changes

4.1 We are keen to gather views on the impact of our proposals on local authorities, landlords and any other businesses that might be affected.

Question 37:

How many section 21 notices have you issued in the past two years?

- None
- 1
- 2-3
- 4-5
- 5-10
- 10+
- Prefer not to say

Question 38:

Of these, how many applications for possession orders have you made to the courts?

- None
- 1
- 2-3
- 4-5
- 5-10
- 10+
- Prefer not to say

Question 39:

Of these, how many have resulted in a court hearing?

- None
- 1
- 2-3
- 4-5
- 5-10
- 10+
- Prefer not to say

Question 40:

Taking into account legal fees and loss of income what would you estimate to be the average cost of a single case:

a) Using the accelerated process

- £0-499
- £500-999
- £1,000-4,999
- £5,000-9,999
- £10,000-14,999
- £15,000-19,999
- £20,000+
- Prefer not to say

b) Pursuing the application at a hearing

- £0-499
- £500-999
- £1,000-4,999
- £5,000-9,999
- £10,000-14,999
- £15,000-19,999
- £20,000+
- Prefer not to say

Question 41:

How many section 8 notices have you issued in the past two years?

- None
- 1
- 2-3
- 4-5
- 5-10
- 10+
- Prefer not to say

Question 42:

Of these, how many applications for possession orders have you made to the courts?

- None
- 1
- 2-3
- 4-5
- 5-10

- 10+
- Prefer not to say

Question 43:

Of these, how many have resulted in a court hearing?

- None
- 1
- 2-3
- 4-5
- 5-10
- 10+
- Prefer not to say

Question 44:

Are there any other impacts on your business or organisation the Government should consider when finalising its policy?

If yes, please provide evidence to support this view.

Wider impact

Question 45:

Do you think these proposals will have an impact on homelessness?

- Yes

- No
- Don't know

If yes, please provide evidence to support this view.

Question 46:

Do you think these proposals will have an impact on local authority duties to help prevent and relieve homelessness?

- Yes
- No
- Don't know

If yes, please provide evidence to support this view.

Question 47:

Do you think the proposals will impact landlord decisions when choosing new tenants?

- Yes
- No
- Don't know

Please explain further.

Question 48

Do you have any views about the impact of our proposed changes on people with protected characteristics as defined in section 149 of the Equality Act 2010?

What evidence do you have on this matter?

Question 49:

If any such impact is negative, is there anything that could be done to mitigate it?

Transition period

4.2 The Government does not intend for any changes to legislation to be retrospective – landlords will still be able to use a section 21 notice to end an existing assured shorthold fixed-term, or an assured shorthold statutory periodic tenancy that continues beyond the date when legislation comes into force. Any new tenancy created after the new legislation comes into force will not be capable of being ended by using the section 21 notice. To ensure smooth implementation of the new law, and to enable time for landlords to prepare, we are minded to commence the new law six months after it receives Royal Assent.

Question 50:

Do you agree that the new law should be commenced six months after it receives Royal Assent?

- Yes
- No
- Don't know

If you answered 'no' to question 50 what do you think would be an appropriate transition period?

- No transition period
- Three months
- Twelve months
- Don't know

List of Questions

About you

Questions for all respondents

In which region do you live?

- East
- East Midlands
- London
- North East
- North West
- South East
- South West
- West Midlands
- Yorkshire and the Humber
- Prefer not to say

In which capacity are you completing these questions?

- Landlord operating as an individual
- Landlord operating on behalf of an organisation
- Tenant
- Letting/property agent
- Other- organisation
- Other- individual
- Prefer not to say

Questions for landlords

As a landlord, which of the following best describes you:

- Private landlord
- Housing Association
- Local Authority Housing Company
- Local authority discharging their duties under the Housing Act 1996
- Provider of Supported Housing
- Provider of rent-to-buy products
- Prefer not to say
- Other (please specify)

Questions for landlords and letting/property agents

In which region(s) do you let out or manage property?

- East
- East Midlands
- London
- North East
- North West
- South East
- South West
- West Midlands
- Yorkshire and the Humber
- Prefer not to say

How many rental properties do you own or manage?

- 1
- 2
- 3
- 4
- 5-9
- 10-24
- 25-100
- More than 100
- Prefer not to say

As a landlord or letting/property agent, please indicate which, if any, of the following statements describes you:

I rent out or manage properties with tenants who have children aged under 18 living with them

- Yes
- No
- Don't know

At least one of my tenants is a student at a Higher Educational Institution

- Yes
- No
- Don't know

At least one of my tenants is in receipt of housing benefit or the housing element of Universal Credit

- Yes
- No
- Don't know

I let out or manage at least one property that is categorised as a House in Multiple Occupation

- Yes
- No
- Don't know

At least one of my tenants is on a short-term letting agreement

- Yes
- No
- Don't know

Questions for tenants

Which of the following best describes the person or organisation that owns your home:

- Landlord in the private rented sector
- Housing association
- Local Authority Housing Company
- Local authority discharging their duties under the Housing Act 1996
- Provider of Supported Housing
- Provider of rent-to-buy products
- I am unsure or do not know who owns the property where I live
- Prefer not to say
- Other (please specify)

Please indicate which, if any, of the following statements describes you:

I have children aged under 18 who live in my home with me

- Yes
- No
- Prefer not to say

I have retired from work

- Yes
- No
- Prefer not to say

I am in receipt of housing benefit or the housing element of Universal Credit

- Yes
- No
- Prefer not to say

I am a student at a Higher Educational Institution

- Yes
- No
- Prefer not to say

Questions for other organisations

If you are replying on behalf of an organisation, which of the following best describes you?

- Sector representative body
- Charity that deals with housing issues
- Local government sector
- Religious organisation
- Legal sector
- Academic/research institution
- Prefer not to say
- None of the above (please specify below)

Questions for other individuals

If you are replying as an individual, which of the following best describes you?

- Former tenant
- Former landlord
- Concerned citizen/interested party
- Legal sector
- Charity sector/community activist
- Homeowner
- Potential landlord
- Potential tenant
- Housing professional
- Both landlord and tenant
- Prefer not to say
- None of the above (please specify below)

The end of section 21 evictions

Assured shorthold tenancies

Question 1: Do you agree that the abolition of the assured shorthold regime (including the use of section 21 notices) should extend to all users of the Housing Act 1988?

- Yes
- No
- Don't know

If not, which users of the Housing Act 1988 should continue to be able to offer assured shorthold tenancies? (tick all that apply)

- Housing associations
- Local Authority Housing Companies
- Local authorities discharging their duties under the Housing Act 1996
- Providers of Supported Housing
- Providers of rent-to-buy products
- Don't know
- Other (please specify)

Question 2: Do you think that fixed terms should have a minimum length?

- Yes
- No
- Don't know

If yes, how long should this be?

- 6 months
- 12 months
- 2 years

Question 3: Would you support retaining the ability to include a break clause within a fixed-term tenancy?

- Yes
- No
- Don't know

Bringing tenancies to an end

Moving into the property, widening the scope of ground 1

Question 4: Do you agree that a landlord should be able to gain possession if their family member wishes to use the property as their own home?

- Yes
- No
- Don't know

If not, why not?

Question 5: Should there be a requirement for a landlord or family member to have previously lived at the property to serve a section 8 notice under ground 1?

- Yes
- No
- Don't know

If you think there should be such a requirement, explain why

Question 6: Currently, a landlord has to give a tenant prior notice (that is, at the beginning of the tenancy) that they may seek possession under ground 1, in order to use it. Should this requirement to give prior notice remain?

- Yes

- No
- Don't know

If not, why not?

Question 7: Should a landlord be able to gain possession of their property before the fixed-term period expires, if they or a family member want to move into it?

- Yes
- No
- Don't know

Question 8: Should a landlord be able to gain possession of their property within the first two years of the first agreement being signed, if they or a family member want to move into it?

- Yes
- No
- Don't know

Question 9: Should the courts be able to decide whether it is reasonable to lift the two year restriction on a landlord taking back a property, if they or a family member want to move in?

- Yes
- No
- Don't know

A new ground – selling the property

Question 10: This ground currently requires the landlord to provide the tenant with two months' notice to move out of the property. Is this an appropriate amount of time?

- Yes
- No
- Don't know

Question 11: If you answered No to Question 10, should the amount of notice required be less or more than two months?

- Less than two months' notice
- More than two months' notice
- Flexible notice period
- Don't know

Question 12: We propose that a landlord should have to provide their tenant with prior notice they may seek possession to sell, in order to use this new ground. Do you agree?

- Yes
- No
- Don't know

If no, please explain.

Question 13: Should the court be required to grant a possession order if the landlord can prove they intend to sell the property (therefore making the new ground 'mandatory')?

- Yes
- No
- Don't know

If not, why not? (please specify)

Question 14: Should a landlord be able to apply to the court should they wish to use this new ground to sell their property before two years from when the first agreement was signed?

- Yes
- No
- Don't know

Question 15: Is two months an appropriate amount of notice for a landlord to give a tenant, if they intend to use the new ground to sell their property?

- Yes

- No
- Don't know

Question 16: If you answered 'no' to question 15, should the amount of notice required be less or more than two months?

- Less than two months' notice
- More than two months' notice
- Flexible notice period
- Don't know

If flexible, should this depend on:

- Length of the tenancy
- Agreed in the terms of the tenancy agreement
- Don't know

Rent-arrears

Question 17: Should the ground under Schedule 2 concerned with rent arrears be revised so:

- The landlord can serve a two week notice seeking possession once the tenant has accrued two months' rent arrears.

- Yes
- No
- Don't know

If no, please explain.

- The court must grant a possession order if the landlord can prove the tenant still has over one months' arrears outstanding by the time of the hearing.

- Yes
- No
- Don't know

If no, please explain.

- The court may use its discretion as to whether to grant a possession order if the arrears are under one month by this time.

- Yes
- No
- Don't know

If no, please explain.

- The court must grant a possession order if the landlord can prove a pattern of behaviour that shows the tenant has built up arrears and paid these down on three previous occasions.

- Yes
- No
- Don't know

If no, please explain.

Anti-social behaviour

Question 18: Should the Government provide guidance on how stronger clauses in tenancy agreements could make it easier to evidence ground 12 in court?

- Yes
- No
- Don't know

Question 19: As a landlord, what sorts of tenant behaviour are you concerned with? (tick all that apply)

- Nuisance (such as parties or loud music)
- Vandalism (such as graffiti)
- Environmental damage (such as littering or fly-tipping)
- Uncontrolled animals
- Don't know
- Other (please specify)

Question 20: Have you ever used ground 7A in relation to a tenant's anti-social behaviour?

- Yes
- No
- Don't know

Please explain.

Question 21: Do you think the current evidential threshold for ground 7A is effective in securing possession?

- Yes
- No
- Don't know

Please explain.

Question 22: Have you ever used ground 14 in relation to a tenant's anti-social behaviour?

- Yes
- No
- Don't know

Please explain.

Question 23: Do you think the current evidential threshold for ground 14 is effective in securing possession?

- Yes
- No
- Don't know

If no, please explain.

Domestic abuse

Question 24: Should this new ground apply to all types of rented accommodation, including the private rented sector?

- Yes
- No
- Don't know

If no, please explain.

Question 25: Should a landlord be able to only evict a tenant who has perpetrated domestic abuse, rather than the whole household?

- Yes
- No
- Don't know

If no, please explain.

Question 26: In the event of an abusive partner threatening to terminate a tenancy, should additional provisions protect the victim's tenancy rights?

- Yes
- No
- Don't know

If no, please explain.

Question 27: Should a victim of domestic abuse be able to end a tenancy without the consent of the abuser or to continue the tenancy without the abuser?

- Yes
- No
- Don't know

If no, please explain.

Property standards

Question 28: Would you support amending ground 13 to allow a landlord to gain possession where a tenant prevents them from maintaining legal safety standards?

- Yes
- No
- Don't know

If no, please explain.

Accelerated possession

Question 29:

Which of the following could be disposed of without a hearing? (tick all that apply)

1	Prior notice has been given that the landlord, <i>or a member of his family</i> may wish to take the property as their own home.	<input type="checkbox"/>
2	Prior notice has been given that the mortgage lender may wish to repossess the property.	<input type="checkbox"/>
3	Prior notice has been given the property is occupied as a holiday let for a set period.	<input type="checkbox"/>
4	Prior notice has been given the property belongs to an educational establishment and let for a set period.	<input type="checkbox"/>
5	Prior notice has been given to a resident minister that the property may be required by another minister of religion.	<input type="checkbox"/>
6	Reconstruction, demolition or other works need to be carried out, but cannot go ahead with the tenant in situ.	<input type="checkbox"/>
7	The previous tenant has died, with the tenancy passing on to a new tenant who does not have the right to carry on with the tenancy.	<input type="checkbox"/>
7A	The tenant has been convicted of a serious offence in or around the property, against someone living in or around the property, or against the landlord.	<input type="checkbox"/>
7B	A tenant or occupant has been disqualified from occupying the property due to their immigration status.	<input type="checkbox"/>
8	The tenant has significant rent arrears.	<input type="checkbox"/>
<i>New</i>	<i>The landlord wishes to sell the property</i>	<input type="checkbox"/>
	Don't know	<input type="checkbox"/>

Specialist provisions

Short-term lets

Question 30: Should ground 4 be widened to include any landlord who lets to students who attend an educational institution?

- Yes
- No
- Don't know

If no, please explain.

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- Yes
- No
- Don't know

If yes, what is the minimum length of tenancy that the framework should apply to?

Religious workers

Question 32: Should the existing ground 5 be reviewed so possession can be obtained for re-use by a religious worker, even if a lay person is currently in occupation?

- Yes
- No
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If no, please explain.

Agricultural tenancies

Question 33: Should there be a mandatory ground under Schedule 2 for possession of sub-let dwellings on tenanted agricultural holdings where the head tenant farmer wants to end their tenancy agreement and provide vacant possession of the holding for their landlord?

- Yes
- No
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If no, please explain.

Question 34: Should there be a mandatory ground under Schedule 2 for possession of tenanted dwellings on agricultural holdings where there is business need for the landlord to gain possession (i.e. so they can re-let the dwelling to a necessary farm worker)?

- Yes
- No
- Don't know

If no, please explain.

Question 35: Are there any other issues which the Government may need to consider in respect of agricultural tenancies?

Other grounds for seeking possession

Question 36: Are there any other circumstances where the existing or proposed grounds for possession would not be an appropriate substitute for section 21?

- Yes
- No
- Don't know

If yes, please explain.

Impact and timing of implementing our changes

Question 37: How many section 21 notices have you issued in the past two years?

- None
- 1
- 2-3
- 4-5
- 5-10
- 10+
- Prefer not to say

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- None
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- £0-499
- £500-999
- £1,000-4,999
- £5,000-9,999
- £10,000-14,999
- £15,000-19,999
- £20,000+
- Prefer not to say

b) Pursuing the application at a hearing

- £0-499
- £500-999
- £1,000-4,999
- £5,000-9,999
- £10,000-14,999
- £15,000-19,999
- £20,000+
- Prefer not to say

Question 41: How many section 8 notices have you issued in the past two years?

- None
- 1
- 2-3
- 4-5
- 5-10
- 10+
- Prefer not to say

Question 42: Of these, how many applications for possession orders have you made to the courts?

- None
- 1
- 2-3
- 4-5
- 5-10

- 10+
- Prefer not to say

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- 1
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Question 44: Are there any other impacts on your business or organisation the Government should consider when finalising its policy?

If yes, please provide evidence to support this view.

Wider impact

Question 45: Do you think these proposals will have an impact on homelessness?

- Yes
- No
- Don't know

If yes, please provide evidence to support this view.

Question 46: Do you think these proposals will have an impact on local authority duties to help prevent and relieve homelessness?

- Yes
- No
- Don't know

If yes, please provide evidence to support this view.

Question 47: Do you think the proposals will impact landlord decisions when choosing new tenants?

- Yes
- No
- Don't know

Please explain further.

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What evidence do you have on this matter?

Question 49: If any such impact is negative, is there anything that could be done to mitigate it?

Transition period

Question 50: Do you agree that the new law should be commenced six months after it receives Royal Assent?

- Yes
- No
- Don't know

If you answered 'no' to question 50, what do you think would be an appropriate transition period?

- No transition period
- Three months
- Twelve months
- Don't know

About this consultation

This consultation document and consultation process have been planned to adhere to the Consultation Principles issued by the Cabinet Office.

Representative groups are asked to give a summary of the people and organisations they represent, and where relevant who else they have consulted in reaching their conclusions when they respond.

Please be aware that, as a public authority, the Department is bound by information rights legislation (including the Freedom of Information Act (2000), the Environmental Information Regulations (2004), the Data Protection Act (2018) and the General Data Protection Regulation); the Department may, therefore, be obliged to, in the event of an information request, release information provided in response to this consultation.

If you want the information that you provide to be treated as confidential, it would be helpful if you could explain to us why you believe that should be the case. If we receive a request for disclosure of information we will take into account, your explanation and where appropriate apply all relevant exemptions to withhold from disclosure the information. As each information request is judged on its own merits we cannot give an assurance that confidentiality will be maintained in all circumstances. We will process your personal data in accordance with the law and in most circumstances, this will mean that your personal data will not be disclosed. A full privacy notice is included at Annex A.

An automatic confidentiality disclaimer generated by your IT system will not, of itself, be regarded as binding on the Department.

Are you satisfied that this consultation has followed the Consultation Principles? If not or you have any other observations about how we can improve the process please contact us via the [complaints procedure](#).

Annex A – Data Protection

Personal data

The following is to explain your rights and give you the information you are entitled to under the Data Protection Act 2018.

Note that this section only refers to your personal data (your name address and anything that could be used to identify you personally) not the content of your response to the consultation.

1. The identity of the data controller and contact details of our Data Protection Officer

The Ministry of Housing, Communities and Local Government (MHCLG) is the data controller. The Data Protection Officer can be contacted at dataprotection@communities.gov.uk

2. Why we are collecting your personal data

Your personal data is being collected as part of the consultation process, so that we can contact you regarding your response and for statistical purposes. We may also use it to contact you about related matters. However, should you not wish to provide any personal data, you can still complete the online survey or submit a response requesting that we do not store or collect your personal data.

3. Our legal basis for processing your personal data

The Data Protection Act 2018 and the General Data Protection Regulation 2018 state that, as a government department, MHCLG may process personal data as necessary for the effective performance of a task carried out in the public interest. i.e. a consultation.

4. With whom we will be sharing your personal data

Survey Monkey will collect some data for this consultation. We have taken all necessary precautions to ensure that your rights in terms of data protection will not be compromised by this.

5. For how long we will keep your personal data, or criteria used to determine the retention period.

Your personal data will be held for two years from the closure of the consultation.

6. Your rights, e.g. access, rectification, erasure

The data we are collecting is your personal data, and you have considerable say over what happens to it. You have the right:

- a. to see what data we have about you
- b. to ask us to stop using your data, but keep it on record
- c. to ask to have all or some of your data deleted or corrected
- d. to lodge a complaint with the independent Information Commissioner (ICO) if you think we are not handling your data fairly or in accordance with the law. You can contact the ICO at <https://ico.org.uk/>, or telephone 0303 123 1113.

7. We use Survey Monkey, so your data will be stored on their servers in the first instance. Their privacy policy can be found here <https://www.surveymonkey.com/mp/gdpr>. We have taken all necessary precautions to ensure that your rights in terms of data protection will not be compromised by this. Once downloaded from Survey monkey your personal data will also be stored in a secure government IT system.
- 8. Your personal data will not be used for any automated decision making.**
9. Your personal data will be stored in a secure Government IT system. Data provided to Survey Monkey will be moved from there to our internal systems by June 2020.

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A New Deal For Renting Consultation Response

List of Questions

About youQuestions for all respondents

In which region do you live?

- *East*
- *East Midlands*
- *London*
- *North East*
- *North West*
- *South East*
- *South West*
- *West Midlands*
- *Yorkshire and the Humber*
- *Prefer not to say*

In which capacity are you completing these questions?

- *Landlord operating as an individual*
- *Landlord operating on behalf of an organisation*
- *Tenant*
- *Letting/property agent*
- *Other- organisation*
- *Other- individual*
- *Prefer not to say*

Questions for landlords

As a landlord, which of the following best describes you:

- *Private landlord*
- *Housing Association*
- *Local Authority Housing Company*
- **Local authority discharging their duties under the Housing Act 1996**
- *Provider of Supported Housing*
- *Provider of rent-to-buy products*
- *Prefer not to say*
- *Other (please specify)*

Questions for landlords and letting/property agents

In which region(s) do you let out or manage property?

- *East*
- *East Midlands*
- *London*
- *North East*
- *North West*
- *South East*
- *South West*
- *West Midlands*
- *Yorkshire and the Humber*
- *Prefer not to say*

How many rental properties do you own or manage?

- *1*
- *2*
- *3*
- *4*
- *5-9*
- *10-24*
- *25-100*
- *More than 100*
- *Prefer not to say*

As a landlord or letting/property agent, please indicate which, if any, of the following statements describes you:

I rent out or manage properties with tenants who have children aged under 18 living with them

- *Yes*
- *No*
- *Don't know*

At least one of my tenants is a student at a Higher Educational Institution

- *Yes*
- *No*
- *Don't know*

At least one of my tenants is in receipt of housing benefit or the housing element of Universal Credit

- *Yes*
- *No*
- *Don't know*

I let out or manage at least one property that is categorised as a House in Multiple Occupation

- Yes
- No
- Don't know

At least one of my tenants is on a short-term letting agreement

- Yes
- No
- Don't know

Questions for tenants

Which of the following best describes the person or organisation that owns your home:

- Landlord in the private rented sector
- Housing association
- Local Authority Housing Company
- Local authority discharging their duties under the Housing Act 1996
- Provider of Supported Housing
- Provider of rent-to-buy products
- I am unsure or do not know who owns the property where I live
- Prefer not to say
- Other (please specify)

Please indicate which, if any, of the following statements describes you:

I have children aged under 18 who live in my home with me

- Yes
- No
- Prefer not to say

I have retired from work

- Yes
- No
- Prefer not to say

I am in receipt of housing benefit or the housing element of Universal Credit

- Yes
- No
- Prefer not to say

I am a student at a Higher Educational Institution

- Yes
- No
- Prefer not to say

Questions for other organisations

If you are replying on behalf of an organisation, which of the following best describes you?

- *Sector representative body*
- *Charity that deals with housing issues*
- *Local government sector*
- *Religious organisation*
- *Legal sector*
- *Academic/research institution*
- *Prefer not to say*
- *None of the above (please specify below)*

Questions for other individuals

If you are replying as an individual, which of the following best describes you?

- *Former tenant*
- *Former landlord*
- *Concerned citizen/interested party*
- *Legal sector*
- *Charity sector/community activist*
- *Homeowner*
- *Potential landlord*
- *Potential tenant*
- *Housing professional*
- *Both landlord and tenant*
- *Prefer not to say*
- *None of the above (please specify below)*

The end of section 21 evictions

Assured shorthold tenancies

Question 1: Do you agree that the abolition of the assured shorthold regime (including the use of section 21 notices) should extend to all users of the Housing Act 1988?

- Yes
- **No**
- Don't know

If not, which users of the Housing Act 1988 should continue to be able to offer assured shorthold tenancies? (tick all that apply)

- **Housing associations**
- **Local Authority Housing Companies**
- **Local authorities discharging their duties under the Housing Act 1996**
- **Providers of Supported Housing**
- Providers of rent-to-buy products
- Don't know
- Other (please specify)

Question 2: Do you think that fixed terms should have a minimum length?

- **Yes**
- No
- Don't know

If yes, how long should this be?

- 6 months
- 12 months
- **2 years**

Question 3: Would you support retaining the ability to include a break clause within a fixed-term tenancy?

- Yes
- **No**
- Don't know

Bringing tenancies to an end

Moving into the property, widening the scope of ground 1

Question 4: Do you agree that a landlord should be able to gain possession if their family member wishes to use the property as their own home?

- Yes
- **No**
- Don't know

If not, why not?

Residential letting is to provide someone as a home. It should be for as long as they need.

Question 5: Should there be a requirement for a landlord or family member to have previously lived at the property to serve a section 8 notice under ground 1?

- Yes
- **No**
- Don't know

If you think there should be such a requirement, explain why

If the family has not lived there it is not their home. The letting is a business or investment function. It is not appropriate to make a family homeless in order to rehouse another but if it remains possible to serve a notice for this reason it should be limited.

Question 6: Currently, a landlord has to give a tenant prior notice (that is, at the beginning of the tenancy) that they may seek possession under ground 1, in order to use it. Should this requirement to give prior notice remain?

- **Yes**
- No
- Don't know

If not, why not?

Question 7: Should a landlord be able to gain possession of their property before the fixed-term period expires, if they or a family member want to move into it?

- Yes
- **No**
- Don't know

Question 8: Should a landlord be able to gain possession of their property within the first two years of the first agreement being signed, if they or a family member want to move into it?

- Yes
- **No**
- Don't know

Question 9: Should the courts be able to decide whether it is reasonable to lift the two year restriction on a landlord taking back a property, if they or a family member want to move in?

- **Yes**
- No
- Don't know

Question 10: This ground currently A new ground – selling the property requires the landlord to provide the tenant with two months' notice to move out of the property. Is this an appropriate amount of time?

- Yes
- **No**
- Don't know

Question 11: If you answered No to Question 10, should the amount of notice required be less or more than two months?

- Less than two months' notice
- **More than two months' notice**
- Flexible notice period
- Don't know

Question 12: We propose that a landlord should have to provide their tenant with prior notice they may seek possession to sell, in order to use this new ground. Do you agree?

- **Yes**
- No
- Don't know

If no, please explain.

Question 13: Should the court be required to grant a possession order if the landlord can prove they intend to sell the property (therefore making the new ground 'mandatory')?

- Yes
- **No**
- Don't know

If not, why not? (please specify)

The Courts should be able to take into account the circumstances of the tenant such as vulnerabilities, needs of their family such as school examinations and consider these against the landlords need to sell such as mortgage arrears.

Question 14: Should a landlord be able to apply to the court should they wish to use this new ground to sell their property before two years from when the first agreement was signed?

- Yes
- **No**
- Don't know

Question 15: Is two months an appropriate amount of notice for a landlord to give a tenant, if they intend to use the new ground to sell their property?

- Yes
- **No**
- Don't know

Question 16: If you answered 'no' to question 15, should the amount of notice required be less or more than two months?

- Less than two months' notice
- **More** than two months' notice
- Flexible notice period
- Don't know

If flexible, should this depend on:

- *Length of the tenancy*
- *Agreed in the terms of the tenancy agreement*
- *Don't know*

Rent-arrears

Question 17: Should the ground under Schedule 2 concerned with rent arrears be revised so:

- ❖ The landlord can serve a two week notice seeking possession once the tenant has accrued two months' rent arrears.
 - Yes
 - **No**
 - Don't know

If no, please explain.

It does not allow sufficient time for the tenant who is making an application for Universal Credit or other welfare benefits time to resolve these issues.

❖ The court must grant a possession order if the landlord can prove the tenant still has over one months' arrears outstanding by the time of the hearing.

- Yes
- **No**
- Don't know

If no, please explain.

It does not allow sufficient time for the tenant who is making an application for Universal Credit or other welfare benefits time to resolve these issues.

❖ The court may use its discretion as to whether to grant a possession order if the arrears are under one month by this time.

- **Yes**
- No
- Don't know

If no, please explain.

❖ The court must grant a possession order if the landlord can prove a pattern of behaviour that shows the tenant has built up arrears and paid these down on three previous occasions.

- **Yes**
- No
- Don't know

If no, please explain.

Anti-social behaviour

Question 18: Should the Government provide guidance on how stronger clauses in tenancy agreements could make it easier to evidence ground 12 in court?

- **Yes**
- No
- Don't know

Question 19: As a landlord, what sorts of tenant behaviour are you concerned with? (tick all that apply)

- *Nuisance (such as parties or loud music)*
- *Vandalism (such as graffiti)*
- *Environmental damage (such as littering or fly-tipping)*
- *Uncontrolled animals*
- *Don't know*
- *Other (please specify)*

Question 20: Have you ever used ground 7A in relation to a tenant's anti-social behaviour?

- Yes
- No
- Don't know

Please explain.

Question 21: Do you think the current evidential threshold for ground 7A is effective in securing possession?

- Yes
- No
- Don't know

Please explain.

Question 22: Have you ever used ground 14 in relation to a tenant's anti-social behaviour?

- Yes
- No
- Don't know

Please explain.

Question 23: Do you think the current evidential threshold for ground 14 is effective in securing possession?

- Yes
- No
- Don't know

If no, please explain.

Domestic abuse

Question 24: Should this new ground apply to all types of rented accommodation, including the private rented sector?

- Yes
- No
- Don't know

If no, please explain.

Question 25: Should a landlord be able to only evict a tenant who has perpetrated domestic abuse, rather than the whole household?

Yes

No

Don't know

If no, please explain.

Question 26: In the event of an abusive partner threatening to terminate a tenancy, should additional provisions protect the victim's tenancy rights?

Yes

No

Don't know

If no, please explain.

Question 27: Should a victim of domestic abuse be able to end a tenancy without the consent of the abuser or to continue the tenancy without the abuser?

Yes

No

Don't know

If no, please explain.

Property standards

Question 28: Would you support amending ground 13 to allow a landlord to gain possession where a tenant prevents them from maintaining legal safety standards?

- Yes
- No
- Don't know
- If no, please explain.

Accelerated possession

Question 29:

Which of the following could be disposed of without a hearing? (tick all that apply)

1 Prior notice has been given that the landlord, or a member of his family may wish to take the property as their own home.

2 Prior notice has been given that the mortgage lender may wish to repossess the property.

3 Prior notice has been given the property is occupied as a holiday let for a set period.

4 Prior notice has been given the property belongs to an educational establishment and let for a set period.

5 Prior notice has been given to a resident minister that the property may be required by another minister of religion.

6 Reconstruction, demolition or other works need to be carried out, but cannot go ahead with the tenant in situ.

7 The previous tenant has died, with the tenancy passing on to a new tenant who does not have the right to carry on with the tenancy.

7A The tenant has been convicted of a serious offence in or around the property, against someone living in or around the property, or against the landlord.

7B A tenant or occupant has been disqualified from occupying the property due to their immigration status.

8 The tenant has significant rent arrears.

New The landlord wishes to sell the property Don't know

Specialist provisions

Short-term lets

Question 30: Should ground 4 be widened to include any landlord who lets to students who attend an educational institution?

- Yes
- No

If no, please explain.

Question 31: Do you think that lettings below a certain length of time should be exempted from the new tenancy framework?

- Yes
- No
- Don't know

If yes, what is the minimum length of tenancy that the framework should apply to?

Religious workers

Question 32: Should the existing ground 5 be reviewed so possession can be obtained for re-use by a religious worker, even if a lay person is currently in occupation?

- Yes
- No
- Don't know

If no, please explain.

Agricultural tenancies

Question 33: Should there be a mandatory ground under Schedule 2 for possession of sub-let dwellings on tenanted agricultural holdings where the head tenant farmer wants to end their tenancy agreement and provide vacant possession of the holding for their landlord?

- Yes
- No
- Don't know

If no, please explain.

Question 34: Should there be a mandatory ground under Schedule 2 for possession of tenanted dwellings on agricultural holdings where there is business need for the landlord to gain possession (i.e. so they can re-let the dwelling to a necessary farm worker)?

- Yes
- No
- Don't know
- If no, please explain.

Question 35: Are there any other issues which the Government may need to consider in respect of agricultural tenancies?

Other grounds for seeking possession

Question 36: Are there any other circumstances where the existing or proposed grounds for possession would not be an appropriate substitute for section 21?

- Yes
- No
- Don't know

If yes, please explain.

Impact and timing of implementing our changes

Question 37: How many section 21 notices have you issued in the past two years?

- None
- 1
- 2-3
- 4-5
- 5-10
- 10+
- Prefer not to say

Question 38: Of these, how many applications for possession orders have you made to the courts?

- None
- 1
- 2-3
- 4-5
- 5-10
- 10+
- Prefer not to say

Question 39: Of these, how many have resulted in a court hearing?

- None
- 1
- 2-3
- 4-5
- 5-10
- 10+
- Prefer not to say

Question 40: Taking into account legal fees and loss of income what would you estimate to be the average cost of a single case:

a) Using the accelerated process

- £0-499
- £500-999
- £1,000-4,999
- £5,000-9,999
- £10,000-14,999
- £15,000-19,999
- £20,000+
- Prefer not to say

b) Pursuing the application at a hearing

- £0-499
- £500-999
- £1,000-4,999
- £5,000-9,999
- £10,000-14,999
- £15,000-19,999
- £20,000+
- Prefer not to say

Question 41: How many section 8 notices have you issued in the past two years?

- None
- 1
- 2-3
- 4-5
- 5-10
- 10+
- Prefer not to say

Question 42: Of these, how many applications for possession orders have you made to the courts?

- None
- 1
- 2-3
- 4-5
- 5-10
- 10+
- Prefer not to say

Question 43: Of these, how many have resulted in a court hearing?

- None
- 1
- 2-3
- 4-5
- 5-10
- 10+
- Prefer not to say

Question 44: Are there any other impacts on your business or organisation the Government should consider when finalising its policy?

If yes, please provide evidence to support this view.

Wider impact

Question 45: Do you think these proposals will have an impact on homelessness?

- **Yes**
- **No**
- **Don't know**

If yes, please provide evidence to support this view.

The ending of Assured Shorthold Tenancies is a major cause of homelessness. The Council supports any proposals which encourage landlords to provide longer term and more sustainable tenancies. However, it is believed that these amendments will not fundamentally change the PRS to provide sufficient protection for tenants and their families. Landlords offering homes should not be using them as a short-term capital investment vehicle only for long-term income generation vehicles.

Tenancies should only be ended where there are serious breaches of tenancies, mirroring or similar to the social housing sector or where the landlord can prove financial failure. Selling of PRS property for capital gain should not result in the ending of a tenancy as sales should only be undertaken with sitting tenants and continuation of tenancies.

Question 46: Do you think these proposals will have an impact on local authority duties to help prevent and relieve homelessness?

- **Yes**
- **No**
- **Don't know**

If yes, please provide evidence to support this view.

Question 47: Do you think the proposals will impact landlord decisions when choosing new tenants?

- **Yes**
- **No**
- **Don't know**

Please explain further.

Landlords may be more inclined to avoid tenants who are in receipt of, or likely to resort to, Universal Credit or other welfare benefits.

Question 48: Do you have any views about the impact of our proposed changes on people with protected characteristics as defined in section 149 of the Equality Act 2010?

What evidence do you have on this matter?

NONE

Question 49: If any such impact is negative, is there anything that could be done to mitigate it?

Transition period

Question 50: Do you agree that the new law should be commenced six months after it receives Royal Assent?

- Yes
- **No**
- Don't know

If you answered 'no' to question 50, what do you think would be an appropriate transition period?

- No transition period
- Three months
- **Twelve months**
- Don't know