

Appendix

Sources of references

hastings.gov.uk
 tenancyagreementservice.co.uk/section-8-notice-to-quit
 england.shelter.org.uk

Know your rights and responsibilities

Dealing with eviction

You must also:

- Take good care of the property – for example by turning off the water at the mains if you're away in cold weather, and keeping it clean.
- Carry out any maintenance you have agreed to as part of the tenancy, such as unblocking drains and clearing gutters.
- Pay the agreed rent, even if repairs are needed or you're in dispute with your landlord.
- Pay other charges as agreed with the landlord – these may include Council Tax or utility bills.
- Repair or pay for any damage caused by you, your family or friends.
- Only sublet a property if the tenancy agreement and your landlord allow it.
- Always ask your landlord about having pets. This might also be in the terms of your tenancy.
- Be neighbourly, minimising noise and other disturbances. For instance, tell your neighbours if you are going to have a gathering or carry out works involving drilling.
- Dispose of your household rubbish in the appropriate manner, keeping bin areas clear and clean.
- Inform your agent or landlord if you intend to be away, especially if you're away for more than 14 days, so they don't think you've abandoned the property.
- Properly heat and ventilate your property to prevent the build-up of damp and condensation. For more advice, email the Housing Renewal Team at housingadmin@hastings.gov.uk.

Remember, you legally have the right to quiet enjoyment of the property you rent and your landlord should respect this fact. Also, as a tenant you should respect the property you are renting.



Serving an eviction notice:

What your landlord must do

A landlord must serve the correct legal notice when they want you to leave your tenancy. The type of notice depends on the type of tenancy you are living in. The most common form of tenancy in the private sector is an assured shorthold tenancy. If it is this type of tenancy then it can either be a Section 21 or a Section 8 notice.

However, if you have a fixed term tenancy and after the fixed term expires your landlord is happy for you to stay in the property, the tenancy can just roll onto what is known as a statutory periodic tenancy. When the landlord does want you to leave, they will then have to serve a Section 21 notice.

Section 21 notices

Under the Deregulation Act 2015, for all assured shorthold tenancies starting on or after 1st October 2015, a Section 21 notice must be in a prescribed format. (Some of the criteria for tenancies that started before 1st October 2015 and have not been renewed may be different).

A Section 21 must give at least 2 months' notice and is valid for 6 months from the date it is served. Your landlord can't serve you a Section 21 during the first four months of your original tenancy. However, for renewal tenancies, the landlord can serve a Section 21 notice at any time, expiring after the fixed term.

It can only be served if there is a landlord Gas Safety Certificate and Energy Performance Certificate (EPC) in place for the property, and the prescribed booklet 'How to rent: The checklist for renting in England' has been provided.

The landlord is also required to provide mandatory information stated by other legislation, including relevant tenancy deposit protection information.

The Section 21 notice does not have to state why the landlord wants to evict you from the property. However, under the Deregulation Act 2015, a Section 21 notice can be invalid if used as a retaliatory eviction.

Many properties in Hastings and St Leonards have to be licensed so a landlord can rent them out to tenants. This can have a bearing on whether the landlord can serve a Section 21 notice. To check if a property is licensable, visit hastings.gov.uk and follow the link for Houses of Multiple Occupancy and Selective Licensing.

Section 8 notices

A Section 8 notice can only be issued if a tenant has breached the terms and conditions stated in the tenancy agreement. The most common breach is for rent arrears. A prescribed format specifying the grounds must be used to gain possession.

Depending on which grounds the landlord has cited for service of the Section 8, the notice period can vary from immediate to 2 months. However, a hearing date would still have to be granted by the court. The judge would then give a possession date, followed by a bailiff warrant date.

Legal eviction process

If you have been served with a Section 21 notice and have nowhere to go to by the expiry date on the notice, your landlord cannot just ask you to leave the property. They will need to apply to the courts for a possession order to be able to evict you. The court will automatically send you defence forms to fill in so you have the opportunity to lodge a defence to the courts.

Usually, the court process will be by the 'accelerated possession procedure', where there is no actual court hearing, but the judge examines the legal paperwork to give a possession order date. If by the court order possession date you have still not moved out, your landlord must apply to the courts for a bailiff warrant, which is the final date for you to leave the property.

However, for Section 8 notices, there is a court hearing where the judge would give a possession order date. If you have not moved out by this date, your landlord must apply for a bailiff warrant.

Your responsibilities:

Paying your rent

If you are having problems paying the rent, you should contact your landlord to agree a payment plan and reduce the arrears. Your landlord can make enquiries to try and resolve the situation, but they can't just turn up and demand money. This may be classed as harassment.

Giving notice

If you have a statutory periodic tenancy, you can give notice at any time by writing to your agent or landlord, telling them you wish to terminate your tenancy and the date you intend to leave. The notice period is usually a month if you pay monthly or four weeks if you pay weekly. The dates must coincide with the tenancy dates or payment dates. (If the dates are wrong, this may invalidate the notice).

If you have a fixed term assured shorthold tenancy, you can't give notice until the term ends (or often a month before it ends), unless your landlord agrees to a break clause. If your landlord doesn't agree, they may still want you to pay the rent until they find a new tenant.

Help and advice

Housing Options Team – 01424 451100

If you've fallen into arrears, or if at any time your landlord asks you to leave your tenancy, whether or not you have been served with a legal notice, seek advice from the Housing Options Team based at the Community Contact Centre, Town Hall, Hastings.

Rogue Landlord Hotline – 0800 0272651

If you believe you are being evicted illegally, or your landlord is harassing you or persistently not carrying out repairs, contact the Council's Rogue Landlord Hotline number for advice.

