

# The Possession Procedure

## Houseflys Workshop 3

**NOTE:**

*These slides are for general guidance purposes only, as Houseflys would encourage you to seek professional guidance as to your particular legal claim prior to commencing any legal proceedings.*

# Contents

|   |                     |
|---|---------------------|
| <b>Regaining Possession Professionally &amp; Legally</b>                            | <b>Page 3</b>       |
| <b>Can a tenant be evicted when the tenancy ends or even before it ends?</b>        | <b>Page 4</b>       |
| <b>Is the Landlord <i>Entitled</i> to a Court Order for Possession?</b>             | <b>Page 5 - 6</b>   |
| <b>The Rights of the Tenant/Occupier depends on the 'Status of Occupier'</b>        | <b>Page 7</b>       |
| <b>What is the correct Possession Procedure?</b>                                    | <b>Page 8</b>       |
| <b>Pre-action Protocols</b>   | <b>Page 9</b>       |
| <b>Are Pre-action Protocols Important To Me?</b>                                    | <b>Page 10</b>      |
| <b>What will happen if I fail any of the Pre-action Protocols?</b>                  | <b>Page 10</b>      |
| <b>Are all claims for possession of a property covered by Pre-action Protocols?</b> | <b>Page 11</b>      |
| <b>General Guidance on Pre-action Protocols</b>                                     | <b>Page 12 - 13</b> |
| <b>Section 8 + Section 21 Notices</b>   | <b>Page 14</b>      |
| <b>Accelerated Possession</b>   | <b>Page 15</b>      |
| <b>Attending Court</b>  | <b>Page 16</b>      |
| <b>Defending/Challenging Possession</b>   | <b>Page 17 - 18</b> |
| <b>Enforcement of the Court Order</b>   | <b>Page 19</b>      |
| <b>Illegal Eviction and Harassment</b>  | <b>Page 20</b>      |
| <b>Costs to expect</b>  | <b>Page 21</b>      |
| <b>Ways to Prevent Possession Procedures in the 1<sup>st</sup> Place</b>            | <b>Page 22 - 24</b> |
| <b>Useful Links</b>   | <b>Page 25 - 26</b> |

## Regaining Possession Professionally & Legally

There can be many pitfalls for both private landlords and tenants in what has become an extremely complex area of housing law.

Here are just some of the few questions that often arise:

- 1. Can a tenant be evicted when the tenancy ends or even before it ends?*
- 2. What is the correct procedure for repossessing tenanted property?*
- 3. What is the position if the landlord attempts to 'harass' the tenant into leaving or tried to evict the tenant without a court order?*

To answer these questions is not always easy, as the law is not contained in any single code or act of Parliament. The law is a combination of old common law [judge-made law], sometimes centuries old, and various acts of Parliament [statutes]. The main law that applies to property tenancies is The Housing Act 1988 as amended.

However, by answering the questions above in 'general terms', we hope you be able to gain an overview as to how the Possession Procedure works and how to use it effectively.

## Can a tenant be evicted when the tenancy ends or even before it ends?

The following information relates to tenants who live in a separate dwelling as their only principle home. The landlord does not permanently live on the premises and the tenant has been granted a 'tenancy' to that dwelling [whether in writing or verbally].

- a) If the tenant will not leave the property voluntarily at the end of the expected tenancy period, the landlord must obtain a court order from the local county court [generally where the property is located]
- b) Even if there are overwhelming grounds for evicting the tenant, the landlord must still go to court to obtain an eviction order.
- c) Without the court order the landlord will be breaking the law if they try to evict the tenant without complying to the rules of the Housing Act 1988 as amended.
- d) Severe penalties, including a custodial sentence in extreme cases, can apply should a landlord be proven to illegally evict a tenant from a property.

***The next question is: 'Is the landlord 'entitled' to a court order for possession?'***

# Is the Landlord *Entitled* to a Court Order for Possession?

- In many cases the tenant WILL be entitled to remain in occupation even if the tenancy expires or is terminated by the landlord who has issued a Section 8 Notice or a Section 21 Notice; so the landlord will not be **entitled** to an order even if s/he applies for one!
- This 'right to remain in possession' is known as '**security of tenure**', but it is not available to all types of tenancies and is largely dependant on **when the tenancy was granted**.
- If the tenancy was granted on OR after 15<sup>th</sup> January 1989 the relevant law, in most cases, are contained within the Housing Act 1988. Either an **Assured Tenancy** or an **Assured Shorthold Tenancy** can be created under the 1988 Act.

## **Assured Tenancy [granted on or after 15<sup>th</sup> Jan 1989]:**

- The basic position is that an Assured Tenancy can be terminated ONLY by the landlord obtaining a court order based on 1 of 16 Specified Grounds for Possession.
- If the landlord cannot prove any such ground the tenant is entitled to stay.
- Therefore, an Assured tenant has a substantial 'security of tenure'.

## **Assured Shorthold Tenancy [AST – granted on or after 15<sup>th</sup> Jan 1989]:**

- An 'AST' must be for a minimum of 6 months.
- When it expires, the landlord will need a court order for possession, BUT will be entitled to this WITHOUT having to prove a 'Ground'.
- Therefore, an Assured Shorthold tenant has **No Security of Tenure** once the court order is made, so they have to vacate.

# Is the Landlord Entitled to a Court Order for Possession

## *Assured Shorthold Tenancy [AST – granted on or after 28<sup>th</sup> February 1997]:*

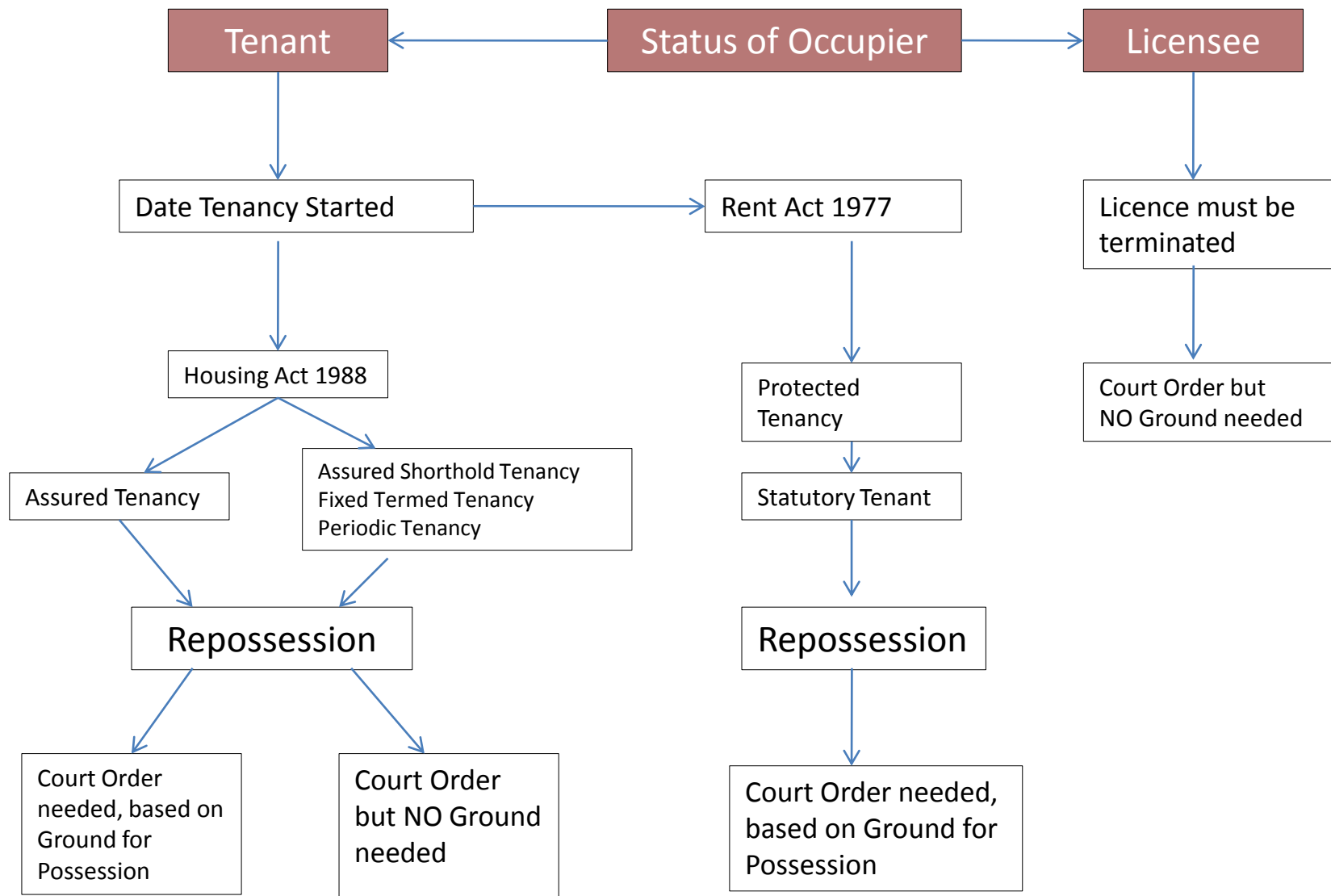
- For all new tenancies, which started after 28th February 1997, will automatically be Assured Shorthold tenancies, unless the landlord serves a notice to say it is NOT to be an Assured Shorthold Tenancy. Or it is written into the agreement that it is not an Assured Shorthold Tenancy.

## **So: Is the Landlord Entitled to a Court Order for Possession?**

Much will depend on the **Status of the Occupier**...therefore you need to establish the following:

1. The occupier may be an **Assured** or an **Assured Shorthold** tenant under the Housing Act 1988
2. The occupier may be a **Protected** or **Statutory** tenant under the Rent Act 1977 [for tenancies granted before 15<sup>th</sup> January 1989, these are in decline and far and few between nowadays]
3. The occupier may be a licensee, having NO protection under either Act [where the occupier does not have exclusive possession of all or part of the property]

# The Rights of the Tenant/Occupier depends on the 'Status of Occupier'



# What is the correct Possession Procedure?

To summarise, virtually all tenancies require the landlord to obtain a court order granting possession of the property. So how should the private landlord start the process legally?

1. Before starting legal proceedings at the property's local court, the landlord will normally have to serve certain 'notices' on the occupying tenant.
2. Failure to give or provide evidence of the correct notices being served on the tenant, may result in the landlord's court action ending in failure and the proceedings being dismissed.
3. Providing evidence of your conduct [whether tenant or landlord] prior to any legal claim would be considered as part of a 'Pre-action Protocol' procedure, to ensure that the correct 'steps', notices and information has been issued to each party **prior** to a claim being filed.
4. The Housing Act 1996 amended the section 21 of the 1988 Act by requiring the notice given to be in **writing**.
5. If an Assured Shorthold Tenancy is granted before 28th February 1997 then the landlord **must** serve a notice which states that the tenancy will be an Assured Shorthold Tenancy.
6. For all new tenancies, which started after 28th February 1997 they will automatically be Assured Shorthold tenancies, unless the landlord serves a notice to say it is NOT to be an Assured Shorthold Tenancy. Or it is written into the agreement that it is not an Assured Shorthold Tenancy.
7. ***Amazingly, there is still no prescribed form for the notices that are required to be issued! However, 'The Notice' will be valid providing it contains the information required by the relevant section and sub-sections. Notices meeting these requirements are available from various legal stationers such as WHSmith for a nominal fee and online to download direct e.g. [www.lawpack.co.uk](http://www.lawpack.co.uk)***

# Pre-action Protocols

- Pre-action Protocols are effectively a 'set of steps' that each party, need to adopt and evidence prior to entering into a legal claim against one another.
- Pre-action Protocols are rules which are put in place by the court system.
- Why are Pre-action Protocols needed?
  - a) to encourage an early exchange of as much information and/or notices between parties prior to a prospective claim being started
  - b) To encourage and/or enable parties to negotiate and/or settle their claim before litigation is sought or started
  - c) Where litigation is unavoidable, the evidence that pre-action protocols have been rigorously followed will support the effective management of a claim during the proceedings.

# Are Pre-action Protocols Important To Me?

- **YES!** Whether you are a landlord or a tenant, Pre-action Protocols provide evidence to the court, as to your conduct prior to claim proceedings taking place.
- If and when proceedings are started, the court can request evidence that Pre-action Protocols have been complied with. Such evidence will enable the court to ascertain the conduct of BOTH parties, where necessary, so that they can take into account compliance and non-compliance. This will direct the court as to the management of the claim and any associated order for costs.

## What will happen if I fail any of the Pre-action Protocols?

- The court could decide to impose sanctions on you during the case if you failed to follow the steps required prior to a claim being submitted.
- For example, the following options might be applied by the courts:
  - a) A court order for the party at fault to pay the other party's costs – this could be proportionally higher or lower than is generally payable/expected.
  - b) Even if the party at fault 'wins' the claim, the court could order that no outstanding OR less interest on the claim amount is awarded
  - c) Equally, if the party at fault is also the 'defendant' [i.e. the one being claimed against], loses the claim, then the court could order them to pay interest at a higher rate as specified by the court.

# Are all claims for possession of a property covered by Pre-action Protocols?

## General Pre-action Procedures:

- Every court will expect all parties to **any claim**, to act respectfully in the exchange of information between one another – including the exchange of any related documentation to the claim – with a genuine desire displayed by both parties, to resolve issues and avoid proceedings being sought in the first place.

## Specific Pre-action Protocols:

- However, if your claim falls with in one of the following categories, your claim will be subjected to a ‘Specific Pre-action Protocol’:
  - a) Clinical Negligence
  - b) Construction and Engineering
  - c) Defamation
  - d) Disease and Illness
  - e) **Housing Disrepair**
  - f) Judicial Review
  - g) Personal Injury
  - h) **Possession Claims based on Rent Arrears**
  - i) Professional Negligence

## NOTE:

*If your claim falls outside the above areas, then the ‘general Pre-action procedures’ should be adopted.*

*If you are unsure as to which to procedure/protocol to follow, ask for guidance from a solicitor or direct from the court, prior to commencing any claim, to ensure that you adopt the correct procedure from the beginning.*

# General Guidance on Pre-action Protocols

## **NOTE:**

*This slide is for general guidance purposes only, as Houseflys would encourage you to seek professional guidance as to your particular legal claim prior to commencing any legal proceedings.*

## **PRIOR TO MAKING OR RECEIVING ANY CLAIM:**

- To begin with, both parties should endeavour to resolve any dispute as soon as it arises and/or avoid the need for any litigation/legal claim in the first place, by following a 'reasonable' procedure relevant to their particular circumstances...
- This would generally include the following actions:
  - a) Letter of Claim/Notice: The Claimant [person bringing the civic action] sends a letter or prescribed 'notice' clearly detailing the claim/demand/dispute direct to the Defendant [person who the court proceedings are against].
  - b) The Defendant acknowledges receipt of the Letter of Claim or Notice [within 21 days of **receiving** it]
  - c) The Defendant provides a detailed response within a **reasonable** amount of time.
  - d) The parties can demonstrate that they have conducted reasonable and genuine approaches to negotiation with the aim to resolve the claim [with no or minimal financial cost to either party] without the need to resort to a legal claim commencing.
  - e) Depending on the circumstances of the claim, parties could also consider other forms of 'Alternative Dispute Resolution' procedures prior to seeking a legal claim in a bid to resolve the issues amicably.
  - f) You may be required by the court to provide evidence that 'alternative dispute resolution' were considered [depending on the circumstances of the claim].

## **NOTE:**

*The Pre-action Protocol rules will set out what information is required to be inserted into the 'Letter of Claim' or 'Notice Seeking Possession' and / or into the Defendant's response letter [if required], so it is essential that you seek guidance to ensure that you comply with this condition.*

# General Guidance on Pre-action Protocols

## What else do I need to consider?

- Remember to log all contact or conversations that you have between one another, and any actions [either tenant or landlord]. This log would count towards your 'Pre-action Protocols' / evidence for court.

## Disclosure of Documents:

- If you or the other party, disclose any documents to one another, in accordance with the Protocol rules, they can't be used for any other purpose than to resolve the claim at hand, unless permission is given by the other party or granted by you.

## Experts Enlisted to Act on your Behalf:

- Either party can instruct an 'expert' such as a solicitor, to act on their behalf either during the pre-action procedures or during any court case that happens.
- However, should you wish to do this, consider to minimise any expense incurred OR agree with the other party to instruct an agreed 'expert' to act.
- Should you instruct an 'expert', once proceedings start a court could decide that it was un-necessary to instruct an expert and prevent you from recovering any costs relating to the 'expert' fees/charges.

# Section 8 + Section 21 Notices

So what notices do you need to issue to ensure that you meet the Pre-Action Protocols and prepare for any potential legal proceedings in the future? The 'name' of the notice relates to the 'section' within the Housing Act that it applies to. You may have heard of the following:

## 1. Section 8 Notice

This housing notice should be used by a landlord who wants to bring an Assured Shorthold Tenancy to an end because at the time of serving this notice the tenant has not paid their rent:

- a) For rent paid fortnightly at least 8 weeks rent must be owing.
- b) For rent paid monthly at least 2 months rent must be owing.
- c) For rent paid quarterly at least one quarter of rent must be more than three months overdue.
- d) For rent paid yearly at least 3 months rent must be more than three months overdue.

## 2. Section 21 Notice

This notice should be used by a landlord who wishes to obtain possession of the property under an Assured Shorthold Tenancy because the period of the tenancy has expired or is due to expire. As a landlord you must give the proper period of notice and give notice using an appropriate form.

Under Section 21 of the Housing Act 1988 a landlord must give at least 2 months' notice of their intention to take possession of their property. Therefore as a landlord you can serve a Section 21 notice on the tenant(s) 2 months before the tenancy is due to end, so that the expiry of the tenancy and the end of the notice period coincide. Generally, the Section 21 notice is issued to the tenant on signing the tenancy agreement at the beginning of the tenancy, to ensure that the notice is served and received. This has the added benefit that if the tenant does not move out at the end of the initial 6 months, the landlord can start legal proceedings immediately.

***From 6th April 2007 a Section 21 Notice cannot be served unless the landlord has met his or her obligations under the Tenant Deposit Scheme (see the Housing Act 2004).***

# Accelerated Possession

This procedure only applies to claims to recover possession against an Assured Shorthold tenant when the Fixed Period of the tenancy has come to an end. ***NOTE: It can not be used to include Rent Arrears.***

- The Assured Shorthold Tenancy must have been issued ON or AFTER 15th January 1989. The claim must be for 'Possession' of the property only (Note: but not for rent arrears). There must be a written tenancy agreement in existence and a Section 21 Notice Requiring Possession must have been served on the tenant, giving 2 months notice. The '2 month notice period' must have expired before the application was made to the court.
- An application for 'Accelerated Possession' should be made to the County Court in the district where the property is situated. It is essential that a copy of the Section 21 Notice originally issued to the tenant, is submitted with the court papers. An application should be made using form supplied by the court.
- The tenant has the opportunity to file a defence, but this must be within 14 days of receiving the court documents. If the tenant fails to file a defence within this time period, the landlord can request that the possession order is issued.
- Usually no court hearing is conducted, for an 'Accelerated Possession' application, unless the court is not satisfied that all matters have been complied with or if the tenant asks for a postponement of possession on the grounds of exceptional hardship.
- A Possession Order will usually be issued with immediate effect, unless the court agrees with the tenant's case for exceptional hardship, in which case possession can be delayed for up to 6 weeks.
- ***So despite its name, Accelerated, doesn't necessarily mean that it's any faster than the normal procedure!***

# Attending Court

*Each party is issued with the time of your 'Possession' case hearing.*

- Ensure that you arrive in good time to 'book in'.
- Be aware that you may meet each other in the waiting room before the hearing.
- Try to be polite and not engage in any aggressive behaviour, especially if taunted, as this inappropriate behaviour may be recorded.

## *Tenants + Landlords:*

- Ensure all your paperwork is correct and present with you!
- Be prepared to answer any questions the court Judge may have.
- Only speak when you have been spoken to, and direct all explanations directly and respectfully to the Judge.
- Allow the other party to speak, do not try to cut across or challenge the other party if you disagree with what is being said;
- You will have your time to speak and the time to tactfully challenge should be used effectively **when it is your turn!**

# Defending/Challenging Possession

## The Possession Hearing/Proceedings could be delayed if:

1. The court paperwork produced by the landlord are defective, for example:
  - a) The landlord has served the tenant with a 'Possession Notice' which is not correct. This could be for the following reasons:
    - either because the information on it is incorrect
    - the wrong form has been used
    - the notice has a 'Ground for Possession' indicated on it but the landlord relies on a different ground at court.

*However, since the Housing Act 1996 came into force, courts now have a "discretion" to allow possession, even if the landlord did not serve a proper notice of possession. So if a tenant [or solicitor] challenges this, it may not be successful.*

- b) The landlord started court proceedings earlier than they were allowed to by law.
  - c) The tenant did not receive any notice of possession from the landlord before they started proceedings. Remember the court can decide to make a possession order even if the landlord did not serve the tenant with a notice beforehand. The tenant may still however be able to argue that it would be unfair for him to be evicted without notice.

# Defending/Challenging Possession

2. Where the landlord is seeking Rent Arrears, the tenant may be able to avoid paying some or all of the arrears, if the landlord owes the tenant money. For example:
  - the tenant hasn't received a refund for previously overpaid rent previously. The tenant can issue a Counterclaim against the landlord, if this is the case.
  - If the tenant wins the case, their claim for any outstanding payments will be deducted from what they owe the landlord. This will not however save the tenant from a possession order.
3. The landlord has not proved the ground they are relying on.
4. A condition has not been satisfied. For example, the landlord has not demonstrated that it is reasonable for the court to make a possession order on the grounds of **9-17**.
5. The Judge concludes that the tenant should be given another chance and that court proceedings should be put back to allow:
  6. the tenant to comply with a part of their tenancy agreement that has been breached. For example, failure to pay rent. Or that the possession order should be "suspended" so that it only comes into effect if the tenant breaks a stated promise or agreement with their landlord.

# Enforcement of the Court Order

- If everything is in order, and the Court sees fit, a 'Possession Order' is granted. The Court will decide whether possession is with 'immediate effect' or if a date will be imposed.
- Hopefully, the tenant will agree to comply with the order and vacate as stipulated.
- However, if a tenant chooses not to move out, once the court has granted a 'possession order' a landlord must apply for a 'Warrant of Execution' in order to enforce that order.
- This will involve completing a 'warrant of execution' form and paying a court fee.
- Be aware that it can take up to 6 weeks before Bailiffs are able to attend.
- Court Bailiffs will be instructed to visit the property to evict the tenant. On the 1<sup>st</sup> visit to the property, if the tenants are still present, the Bailiffs will usually give the tenants a date when they will be back to evict them. If they feel that this will be problematic then police officers will be called to assist.

# Illegal Eviction and Harassment

*The Final Question:*

*What is the position if the landlord attempts to 'harass' the tenant into leaving or tried to evict the tenant without a court order?*

The short answer to this is that ALL residential occupiers, who are lawfully residing in the premises as their principal home have some very important and valuable rights against a landlord who interferes with the tenant's 'peace and comfort' or who tries to evict without obtaining a Court Order for Possession and without complying within the strict legal rules.

If a landlord is found to harass or intimidate a tenant into an illegal eviction, could result in the landlord being sued for a court injunction to prevent further harassment. Landlords could also be prosecuted within the Criminal Courts and face a Criminal Prosecution which could end in a prison sentence.

Courts do not tolerate landlords who harass, intimidate or illegally evict tenants so penalties can be severe...**so don't do it, no matter how tempted or angry you feel!!**

# Costs to expect

***Q: How long does the eviction process take and what is the likely cost? Can I recover any rent arrears and eviction costs?***

**Generally, it could take up to 4-5 months for a Section 8 Possession claim:**

- After serving the Section 8 Notice, depending on your local Courts timetable, it could take up to two months for a court hearing to be granted;
- If granted, the possession order will generally give the tenant up to 14 days to move out of the rental property, unless they present a case for extreme hardship, in which case, a further 6 weeks could be granted.
- If the tenant doesn't move out, you should allow at least six weeks for the bailiff to evict tenants.

**Under Section 21 Accelerated Possession cases:** the court usually takes six weeks to grant a possession order, but it does depend on the court you use and how busy the judges are.

**Recovering rent arrears and costs:**

- **From the tenant:** depends on your ability to trace them once they have vacated the property and whether they have assets. If you know the tenants employer OR they receive benefits, the court can attach an order to recoup outstanding costs direct from their earnings.
- **From the landlord:** if the courts find that rent arrears are not as much as expected or non-existent, or that you are owed a refund, the court will state the amount of compensation.

**Court Fees and Bailiffs Fees:**

Up to approx: £150.00 but contact your local County Court for current fees as they are subject to change.

# Ways to Prevent Possession Procedures in the 1<sup>st</sup> Place

## LANDLORDS:

- **First and foremost**, vet your tenants before granting a tenancy. Conduct references of employer and banks; ask your tenant to complete an application form which ensures that you have all their personal details prior to moving in. These details could be referred to should you ever need to start legal proceedings, please ensure that you conform to Data Protection procedures should you need to store your tenants personal details. For more details, visit the ICO [Information Commissioner's Office]: [www.ico.gov.uk/for\\_organisations/data\\_protection/the\\_guide.aspx](http://www.ico.gov.uk/for_organisations/data_protection/the_guide.aspx)
- **Consider the use of Guarantors** for your tenant; for instance if the tenant is under 26 years or in receipt of Housing Benefit/Local Housing Allowance.
- **Ensure that you issue a Tenancy Agreement** to your tenant on the day of moving in. Ensure that you both sign it. Tenancy Agreement Packs with all the notices that you need can be bought from WHSmith or direct online from: [www](http://www.) [approx. £17]
- **Physically read through the agreement with your new tenant** to ensure that they are aware of their rights and responsibilities to you and YOUR rights and responsibilities to them.
- **Issue the Section 21 notice at the same time** as the tenancy agreement and keep a copy for your records.
- **The Tenancy Agreement is the basis of your professional, legal relationship as the agreement is a contract.**
- **Remember:** if you don't secure the tenant's deposit you will not be able to use the 'Accelerated Procedure' if needed.
- **Avoiding Court Action:** If, after negotiating with your tenant, they agree to terminate and vacate the property earlier than the tenancy stipulates and you would prefer them to do so; write down what has been agreed and have each party witness the signatures on the termination agreement. This will provide evidence, should there be a claim of harassment or illegal eviction, that both parties agreed to an early termination amicably.

# Ways to Prevent Possession Procedures in the 1<sup>st</sup> Place

## TENANTS:

- **Before you move** into any tenanted property, ensure that you know what your obligations are and ensure that your income sufficiently covers your rent + deposit: Find out more at: [www.shelter.org.uk](http://www.shelter.org.uk)
- **First and foremost, vet your landlord** before accepting a tenancy. Conduct references on the property to ensure that the landlord owns it: [www.landregistry.gov.uk](http://www.landregistry.gov.uk) [Approx. £4 to obtain an online copy direct]
- **Obtain identification from the landlord** [so that if it is a rogue landlord, it flushes them out OR provides evidence for the police/courts if the landlord is bogus]
- **If the property is mortgaged** [the company will be stated on the land registry], contact the mortgage company to ensure that no outstanding mortgage arrears are evident [that could result in your eviction through no fault of your own] AND that the mortgage company is aware that the property has permission to be rented out.
- **Consider the use of Guarantors for you**, for instance if you are under 30years or in receipt of Housing Benefit/Local Housing Allowance. This will help landlords feel more confident that you are serious about your tenancy commitments. NOTE: should you default on your rent, your Guarantors could be pursued to foot the bill.
- **Ensure that you receive and read the Tenancy Agreement** WITH the landlord on the day of moving in. Ensure that you both sign it. Tenancy Agreement Packs with all the notices that you need can be bought from WHSmith or direct online from: [www.lawpack.co.uk](http://www.lawpack.co.uk) [approx. £17]

# Ways to Prevent Possession Procedures in the 1<sup>st</sup> Place

## TENANTS:

- **Physically read through the agreement with your new landlord** to ensure that you are both aware of your rights and responsibilities to one another. If you disagree with anything, mention it NOW before you sign on the dotted line!
- **Receive the Section 21 notice at the same time** as the tenancy agreement and keep a copy for your records. Log the date in your diary, calendar, or on your mobile PLUS a warning note 2 months before.
- **The Tenancy Agreement is the basis** of your professional, legal relationship as the agreement is a contract.
- **Remember:** your landlord can no longer keep/retain your tenant's deposit until the end of the tenancy. It has to be handed to a legally recognised Deposit Protection Scheme. For more info, visit: [www.depositprotection.com](http://www.depositprotection.com)
- **Avoiding Court Action:** If, after negotiating with your landlord, you both agree to terminate the Tenancy Agreement Contract and you are 'allowed' to vacate the property earlier than the tenancy stipulates and you would prefer to do so; write down what has been agreed and have each party witness the signatures on a 'termination agreement/letter'. This will provide evidence, should there be a claim of harassment or illegal eviction, that both parties agreed to an early termination amicably.

# Useful Links

## **Landlords + Tenants 'Tenancy Pack':**

- includes Tenancy Agreements, Notices...everything you need to run your tenancy legally.
- In plain English, jargon-free.
- Approx. £17.
- Tenants: if your landlord doesn't provide one, purchase this and insist it is used OR walk away from property
- Available from WHSmith or online at: [www.lawpack.co.uk](http://www.lawpack.co.uk)

## **Land Registry online:**

- Tenants: find out who owns the property you intend to rent
- Guard against Bogus Landlords: Obtain the land registry on the property for approx. £4 instantly online.
- For more info: [www.landregistry.gov.uk](http://www.landregistry.gov.uk)

## **Possession Claims Online [PCOL]:**

- HMCS [Her Majesty's Court Service]
- Landlords can start their Possession Claims online and Tenant can respond online too!
- PCOL is a 'simple, convenient and secure way of making or responding to certain types of possession online'
- With PCOL you can keep an eye on the status of your Claims, Judgement and/or Warrant
- Court fees can be paid online via Debit or Credit Card
- For more info: [www.possessionclaim.gov.uk/pcol/help/](http://www.possessionclaim.gov.uk/pcol/help/)

## **Registering Deposits: The Deposit Protection Scheme**

- The DPS is the only Government endorsed scheme that is free to both landlords and tenants
- For more info: [www.depositprotection.com](http://www.depositprotection.com)

# Useful Links

## Data Protection:

- **Landlords** – you may be required to register the data you hold on your tenant/tenants
- If you handle personal information about individuals, you have a number of legal obligations to protect that information.
- Failure to do so could result in a fine, compensation and in some cases could be treated as a criminal offence.
- **Tenants** - You are entitled to see information held about you. Find out how to manage your personal information including subject access requests, compensation and what you can expect from organisations
- For more info: [www.ico.gov.uk/for\\_organisations/data\\_protection/the\\_guide.aspx](http://www.ico.gov.uk/for_organisations/data_protection/the_guide.aspx)

## Shelter:

- Whether landlord or tenant, essential, updated legislation and free advice available here 24/7! [www.shelter.org.uk](http://www.shelter.org.uk)

