



ageUK

Love later life

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They have a duty if they accept you are threatened with homelessness
eligible for assistance

immigration status. British citizens are usually eligible.

You are threatened with homelessness if it is likely you will become
homeless within 56 days. This includes if you have an assured shorthold
t *section 21* is

4 Other living arrangements

It may be important to question the nature of your agreement and whether you have more rights than your landlord is saying. In the past, landlords would sometimes try to avoid giving renters strong rights by issuing them with licence agreements instead of tenancies. This is now much less common, but the courts have said it is the reality of the living *label*

Note that the position for people living in accommodation provided by an *service* tenancy, a licence, *service* *occupancy* Speak to an adviser about your status and rights.

5 Types of tenancy – detailed rules

5.1 Fixed term or periodic?

All tenancies are either fixed term or periodic. The distinction is important it affects your rights as a tenant. It is particularly important if you are an assured shorthold tenant.

Fixed-term tenancies are granted for a specific length of time. They are very common in the private rented sector, where you are likely to be given a tenancy with a fixed term of six or 12 months.

Fixed-term tenancies are less common in the social housing sector, although local authorities and housing associations can grant them and have been encouraged to do so. You may be able to challenge an offer of a fixed-term tenancy by a local authority or housing association, or the length of the tenancy offered (see section 10).

Periodic tenancies do not have fixed terms, but instead roll on until you or your landlord decide you want the tenancy to end. Some tenancy agreements specify the tenancy *period* stating that it runs from week to week or month to month.

If not, the period is inferred from how the If

5.2 Private tenants

Most private tenants have **assured shorthold tenancies**. This is the default private tenancy today. If a landlord wants to grant an **assured tenancy**, which offers more security, they must take special steps.

Stage three – bailiff's warrant

If you do not leave by the date on the possession order or comply with conditions set by the court, your landlord can apply to the court for a warrant authorising bailiffs to evict you.

Most eviction cases are dealt with by the county court. However, your landlord can ask for your case to be transferred to the High Court. The county court judge decides whether to allow this.

If they do, the eviction is carried out by officers working for the High *Sheriffs* High Court eviction is usually quicker, and Sheriffs have powers to seize your goods if money is owed.

You will not generally be notified if your landlord applies for a warrant in the county court. They must notify you if they apply in the High Court, but there is no requirement for the notice to be in a particular form. In one case, a reminder from the landlord of the terms of the possession order

Discriminatory evictions

Your ability to raise a successful defence depends on factors such as your tenancy type, the reason your landlord is seeking possession,

public body
with public and human rights law), *protected*
characteristic *Equality Act 2010*.

If you have a disability and possession is sought because you have done, or not done, something that might relate to being disabled, the possession proceedings may be considered discriminatory under the *Equality Act 2010*. For example, you may have been unable to claim Housing Benefit on time because of a mental health problem.

Legal aid

If your notice appears invalid or the *defences* can raise against eviction, you may be referred for specialist legal help. Legal aid funding is available for eviction cases. You must meet eligibility criteria to qualify, such as being on a low income or in receipt of certain benefits. Contact a local Law Centre or Citizens Advice for more information.

When can eviction be challenged?

You should always seek advice to see what can be done about an eviction. The earlier you do this, the better your chances of success may be.

6.3 Suitable alternative accommodation

In some cases, the court can only grant a possession order if satisfied you are to be provided with suitable alternative accommodation. The suitability rules vary depending on your tenancy type but generally, the

7.2.2 Discretionary grounds

Discretionary grounds for possession include:

Restrictions on no-fault eviction – all tenancies

8 Grounds for possession for local authority tenants

Most local authority tenants are *lifetime* secure tenants and can only be evicted on certain grounds. There are exceptions if, for example, your tenancy is probationary, fixed term or demoted, or you are homeless and living in temporary accommodation provided by the authority.

8.1.1 Mandatory grounds

These include:

your home is illegally overcrowded

your landlord needs the property empty in order to repair or demolish it

absolute -social behaviour (ASB), identical to the mandatory ASB ground for assured tenants in section 7.2.1.

se

10.2 Flexible tenancies

A flexible tenancy is a secure tenancy granted for a fixed term, normally a minimum of five years. In *exceptional circumstances* a flexible tenancy can be granted for a minimum term of two years. Local authorities have been able to grant flexible tenancies since 1 April 2012.

periodic

lifetime

you or a court. As a flexible tenant, you can be evicted at the end of the fixed term if your landlord follows the correct procedure, although the decision to evict *wrong in law* a public law, human rights, or equality defence. See section 6.2 for more information on defending an eviction claim.

When the fixed term of a flexible tenancy comes to an end, the local authority must either grant another flexible tenancy, or a periodic secure tenancy, or seek possession. If they do not do anything, the tenancy becomes a periodic secure tenancy at the end of the fixed term.

If the authority does not want to grant another tenancy when a flexible tenancy comes to an end, it must serve two types of notice:

the

You can request a review if you think the authority has not followed its policies by offering you a flexible tenancy of a certain length. You must do so within 21 days of receiving the offer, unless the authority agrees to an extension. You can make a complaint about being offered a flexible

11.1 Joint tenants

If you have a joint tenancy and one tenant dies, the tenancy usually continues in the name of the surviving tenant or tenants. This happens *survivorship*

11.2.2 Regulated (protected and statutory) tenancies

partner, or a person who was living with the tenant as if they were their spouse or civil partner. You must have been living in the property immediately before the previous

family if they lived in the property in the two years leading up to the other than the civil partner or partner takes over the tenancy, it becomes assured instead of regulated. Otherwise, the successor inherits a statutory tenancy.

Regulated tenancies can be passed on twice, but generally only if the first succession is to a spouse, civil partner, or co-habiting partner and the second is to a person who was related to both the original tenant and their successor. The second successor gets an assured tenancy. Source: RUPPHQ

11.3 Local authority tenants

11.3.1 Tenancies granted before 1 April 2012

These tenancies can be inherited by a spouse, civil partner, or a member of the family (including a partner the tenant lived with as if married or in a civil partnership).

A spouse or civil partner must have occupied the property as their only or

A member of the family (including a partner) must have lived with the tenant for at least 12 months and occupied the property as their only or

11.4 Housing association tenants

Periodic assured tenancies granted by housing associations (including civil partner, or a person who was living with the tenant as if they were their spouse or civil partner. The successor must have occupied the property death and succession can only happen once.

For tenancies granted after 1 April 2012, the tenancy agreement may give additional succession rights, which apply if there is no-one eligible to succeed as a spouse, civil partner etc.

For secure housing association tenancies (granted before 15 January 1989), a family member (including a live-in partner) can succeed in the absence of an eligible spouse or civil partner. They must have lived in

There are specific rules for fixed-term tenancies granted by housing associations seek advice if in this position.

12 Other issues

12.1 Relationship breakdown

If you are asked to leave your home by your spouse, civil partner, or partner *partner*, you may have rights to stay temporarily or permanently. This may be the case even if the tenancy agreement is in their sole name.

It is important, however, to be aware *periodic* ended by one tenant serving a valid notice on the landlord. This is a tenancy that is not a fixed-term tenancy or where the original fixed term has elapsed.

Your partner does not have to obtain your consent to end the tenancy in this way and you may be unable to remain in the property. The situation

If you and your partner separate and find it difficult to agree on who should keep your home, you can try mediation. This can help avoid court proceedings but is unlikely to be appropriate if you have experienced or are at risk of domestic abuse.

Legal aid is available for mediation, but you must meet eligibility criteria, such as being on a low income or in receipt of certain benefits. If you try mediation, make sure you understand your rights to keep your home and your potential options first. For more information, see section 3.3 of factsheet 89, *Homelessness*.

12.2 Mortgage repossession

The property you rent may be mortgaged or your landlord may have secured other debts against its value. This gives

They must carry out follow-up checks if an occupier has a time-

Useful organisations

The law relating to rights for tenants is complicated. This factsheet aims to give you basic information about your rights but in many cases, you may want to get more detailed advice from a specialist housing adviser.

Citizens Advice

www.citizensadvice.org.uk

Telephone 0800 144 8848

Helps people resolve their money, legal and other problems by providing free, independent, and confidential advice. Details of your local office can be found on the website.

Department for Levelling Up, Housing and Communities (DLUHC)

www.gov.uk/government/organisations/department-

Shelter

www.shelter.org.uk

Telephone 0808 800 4444 (free call)

A national charity providing telephone advice to people with housing problems on tenancy rights, homelessness, repairs,

Age UK

Age UK provides advice and information for people in later life through our Age UK Advice line, publications and online. Call Age UK Advice to find out whether there is a local Age UK near you, and to order free copies of our information guides and factsheets.

Age UK Advice

www.ageuk.org.uk

0800 169 65 65

Lines are open seven days a week from 8.00am to 7.00pm

In Wales contact

Age Cymru Advice

www.agecymru.org.uk

0300 303 4498

In Northern Ireland contact

Age NI

www.ageni.org

0808 808 7575

In Scotland contact

Age Scotland

www.agescotland.org.uk

0800 124 4222

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