



Department for Levelling Up,  
Housing & Communities

## **A New Deal for Renting**

# **Resetting the balance of rights and responsibilities between landlords and tenants**

Government response



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# Introduction

1. In our white paper 'A Fairer Private Rented Sector', the government sets out its plans to level up the Private Rented Sector, and to increase renters' security and satisfaction with their homes by 2030. We will rebalance the law to deliver a radically fairer deal for renters, creating a system that supports higher property standards, empowers tenants to challenge bad practice, and helps tenants to find and stay in the right property for them.
2. To achieve this vision, Government has committed to abolishing Section 21 of the Housing Act 1988, which allows landlords to evict tenants without providing a reason. Responses to the previous consultation in 2018, *Overcoming the barriers to longer tenancies in the Private Rented Sector*, demonstrated how Section 21 causes tenants to feel insecure, unable to plan for the future or call where they live a home. Many tenants are reluctant to challenge poor standards because they worry that their landlord will evict them rather than deal with their complaints. After eviction, tenants cannot always find suitable housing nearby, interrupting their employment and children's education. Unexpected moves are expensive meaning tenants have less money available for a deposit when buying a home or to put towards other essentials such as food or heating.
3. In future, landlords will only be able to end tenancies in specific circumstances defined in law, enabling tenants to feel stable and secure in their home and empowered to challenge poor standards without fear. Landlords must be able to regain possession when reasonable, however, and we have therefore committed to strengthening 'Section 8' grounds for possession.
4. On 21 July 2019, the government launched a twelve-week consultation seeking views on how Section 21 had been used, and how and when landlords should be able to regain possession using reformed Section 8 grounds. This consultation also sought views on the implications of removing assured shorthold tenancies and whether the reforms should be extended to other types of landlords, including private registered providers of social housing and providers of supported accommodation.
5. The consultation closed on 12 October 2019 and 19,697 responses were received from a range of individuals and organisations - we are hugely grateful to everyone who took the time to respond. While there was consensus on some issues, views on many questions varied significantly between landlords, tenants and other respondents, reflecting the different experiences and expectations of the sector. Our plans strike a balance between these varied needs, building on areas of common interest, such as supporting longer tenancies and tackling rogue landlords.
6. We have built on this feedback through extensive and detailed stakeholder engagement, including through roundtables chaired by the Parliamentary Under Secretary of State for Rough Sleeping and Housing. Attendees of these roundtables are set out in the annex of the white paper.

7. In March 2020, work on tenancy reform was paused while we focussed on managing the impacts of the COVID-19 pandemic on renters. The Government took unprecedented action to protect renters during this difficult time, and we have used learning from this experience to inform the plans set out below.

# Executive summary

8. The Government will rebalance the law to deliver a fairer deal for tenants and protect them from bad landlords. We will retain the parts of the current tenancy system which work well and simplify rules elsewhere. Our proposals will help tenants find and stay in the right property for them, empower them to challenge poor practice, and make sure everyone is clear about their rights and obligations.

## A simpler tenancy structure

9. Currently, assured shorthold tenancies can either have a fixed term or be periodic. During a fixed term, tenants are liable for the rent for the duration, and in return the landlord cannot change the rent or evict the tenant using Section 21. In a periodic tenancy, a tenant can be evicted or leave at any point.
10. While this system appears to offer choice, our engagement and the consultation have shown that many tenants and landlords find this system complex, and tenants are in a poor position to negotiate their preference. Fixed terms lock tenants in, meaning they are unable to move if their circumstances change, and mean landlords have less flexibility to regain possession if they need to. Tenants cannot end their tenancy if their property is too unsafe to live in or the landlord has not completed essential repairs.
11. We will therefore **make all tenancies periodic**, giving private tenants the right to move whenever they need to, or where the landlord is not fulfilling their basic responsibilities. Tenants will need to provide two months' notice when leaving a tenancy, ensuring landlords can recoup the costs of finding a tenant and avoid lengthy void periods.
12. With a simpler system, tenants and landlords will better understand their rights. To support this and to facilitate dispute resolution, we will make it mandatory for the landlord to provide a **written agreement**, setting out the basic details of a tenancy and both parties' responsibilities.
13. The Government recognises the pressures tenants are facing with the rising cost of living. Where landlords need to adjust rents, changes should be predictable and give tenants time to consider their options. We will extend the notice landlords must give to change rent, limit increases to rent to once per year, and **will strengthen tenants' ability to challenge unreasonable rent rises** through the First-tier Tribunal.

## Bringing tenancies to an end

14. In future, landlords will only be able to end a tenancy in specific circumstances defined in law. Landlords must have confidence that, when they need to manage their assets or a tenant does not meet their obligations, they can regain access to their properties. A full list of new grounds for possession is at **Annex A**.

15. We will ensure grounds are **comprehensive**, covering all situations where a landlord will reasonably need to seek eviction. We will introduce a new ground for selling, and prevent the repossession process being frustrated with a new mandatory ground for repeat arrears. We will support communities facing anti-social behaviour by reducing notice periods in serious cases and reviewing the time taken for first possession hearings to be listed by the courts for these cases.
16. For both landlords and tenants, grounds must be **fair and efficient**. We will offer certainty for landlords by making grounds mandatory where possible, including moving and selling. We propose to remove unnecessary rules which trip landlords up, and do little to protect tenants, including possession restrictions linked to Section 21 and requirements for prior notice in some grounds. These changes will complement improvements to possession processes in the courts, described in our response to [Considering the case for a Housing Court: call for evidence](#).
17. We will ensure notice periods are **proportionate**, allowing tenants the most time to move when the eviction is not within their control, and supporting landlords to take swift action where tenants are not meeting their obligations or are causing serious harm.

## **Supporting vital sectors**

18. Outside the Private Rented Sector, many other housing providers use the assured shorthold regime to offer accommodation to tenants. Government will apply our reforms **to all sectors who currently use Section 21**, ensuring all tenants enjoy the same security and flexibility of our new system.
19. While assured shorthold tenancies have sometimes been useful in the social sector, **private registered providers (PRPs)** will no longer have access to Section 21, ensuring PRP and private tenants enjoy the same security. PRPs will be required to use the same enhanced grounds as private landlords to tackle cases of tenant anti-social behaviour and rent arrears in future.
20. In some sectors, regaining possession is vital to offering support services or ensuring businesses continue to be viable. We will provide new, specialist possession grounds to support providers of **temporary and supported accommodation**. We will support **agricultural businesses** to offer housing to employees when needed and maintain vital supply of rural homes.
21. Although many students will continue to move in line with the academic year, some **student households** have children, have local roots or wish to remain in their properties after studying. All students who are renting a private home will have periodic tenancies governed by the new rules, providing the same security as all other tenants will enjoy. Students living in privately-run purpose-built student accommodation will be governed by the same rules as those in

university-owned accommodation, given the specific purpose of this accommodation.

## Implementation

22. We will allow time for a smooth transition to the new system, supporting tenants and landlords to adjust, while making sure that tenants can benefit from the new system as soon as reasonably possible. We will implement the new system in two stages, ensuring all stakeholders have sufficient notice to implement the necessary changes.
23. We will provide at least six months' notice of our **first implementation date**, after which all new tenancies will be periodic and governed by the new rules, with the specific timing dependent on when Royal Assent is secured. We will bring forward legislation through the Renters Reform Bill in this Parliamentary Session.
24. To avoid a two-tier rental sector, and to make sure landlords and tenants are clear on their rights, all existing tenancies will transition to the new system on the **second implementation date**. After this point, all tenants will be protected from Section 21 eviction. We will allow at least twelve months between the first and second date.
25. We are enormously grateful to stakeholders for their support. We will continue to work closely with them ahead of legislation, and we very much welcome views and feedback to ensure the successful implementation of these plans.



# Chapter 1: A simpler tenancy structure

26. The Government will offer tenants a fairer deal, simplifying existing tenancy structures to build on the greater security and empowerment afforded by abolishing Section 21. We will make sure that tenants can leave sub-standard properties and move when they need to, while ensuring tenants provide sufficient notice to help landlords recoup the costs of letting a property and find new tenants. We will strengthen protections for tenants from changes to rent, while providing landlords the opportunity to make changes when necessary.

## Current system

27. Currently, almost all PRS tenancies are assured shorthold tenancies, which take one of two forms:

- **Fixed term** - tenants are liable for the rent for the duration, and in return the landlord cannot change rent or evict the tenant using Section 21; or
- **Periodic** - the tenant can leave with reasonable notice, and the landlord can use Section 21 to end the tenancy without giving a reason

28. In practice, most PRS tenancies begin with a fixed term of 6 or 12 months. After the fixed term expires, parties can end the tenancy, agree a new fixed term or allow the tenancy to become periodic automatically.

29. Stakeholders have told us this system can be difficult to understand and can increase tenants' feelings of insecurity. The current system appears to offer choice, but the **complexity** means renters often do not understand their rights and cannot credibly negotiate their preference with landlords. This can also add costs for landlords when arranging new fixed term contracts.

30. Many respondents to the consultation<sup>1</sup> stressed that locking parties into contracts creates an **inflexible** system and does not allow tenants to move if they need to. Tenants must pay rent for the duration of the term, which limits opportunities to move for work or personal reasons. In more extreme situations, tenants may be unable to exit unaffordable properties or have no option but to remain in an abusive scenario. While tenancies can end early by mutual agreement, and some landlords will accommodate changes, we have heard this option is not always available. Fixed terms also restrict landlords' ability to repossess properties if they need to respond to an unexpected change in their own personal circumstances.

31. While break clauses can offer some flexibility to end a fixed term early, they are often poorly understood and landlords and tenants must still serve notice to bring the tenancy to an end. Tenants, who face competition when trying to secure a home, are in a poor position to negotiate break clauses that suit them. Even if a break clause is agreed, tenants may still find themselves locked into

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<sup>1</sup> All references to "the consultation" refer to the *A New Deal for Renting consultation* unless otherwise stated.

unsuitable, unsafe or unaffordable housing for many months, and be unable to respond to changing circumstances.

32. Fixed term tenancies can also lock tenants into paying for **non-decent**, unsafe properties, with no option to leave. Ensuring all renters live in a home fit for the 21st century is vital part of our ambition to level up communities, and no tenant should have to pay for a home that is not safe.

*“Retaining fixed-term tenancies could lead to increased harm for tenants due to unexpected changes in circumstances - for example, a relationship breakdown... Indefinite tenancies with amended (or stronger) Schedule 2 grounds would be a preferred way to strike the right balance between landlords’ and tenants’ rights.” Citizens Advice consultation response*

### **A simpler tenancy system**

33. Stakeholders have told us that the current system is overly complex, and all parties would benefit from a simpler set of rules. Government will simplify existing legislation and **move all tenants who would previously have had Assured Tenancies or ASTs onto a single system of periodic tenancies in future**. This will end the unacceptable scenario where tenants are obliged to pay for housing they cannot live in safely, and make sure both tenants and landlords are clearer on their rights.
34. As now, periodic tenancies will allow either party to end the tenancy when the circumstances require it. We will **restrict the use of moving, selling and redevelopment grounds in the first six months of a tenancy** replicating the current period in which Section 21 cannot be used. This will provide initial security to tenants, while retaining flexibility for landlords to respond to unexpected events after this period. Tenants will be able to end tenancies at any point, but will need to give two months’ notice, supporting landlords to recoup the costs of finding a tenant and avoid lengthy void periods. As set out below, landlords will be able to use the strengthened grounds to end the tenancy when reasonable.
35. Periodic tenancies will ensure tenants are able to move when circumstances demand – if their relationships change, they wish to start a new job, or they can no longer afford the rent. Tenants will no longer be obliged to remain in and pay rent for unsafe homes and, with the threat of retaliatory Section 21 evictions removed, be better able to challenge landlords who provide unsafe housing.
36. Moving home is expensive - renters can face moving costs of hundreds of pounds<sup>2</sup> - and inconvenient, and we believe tenants will therefore nearly always choose to end a tenancy for a legitimate reason. Flexibility is one of the key

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<sup>2</sup> For example, a YouGov Survey commissioned by Shelter in 2017 found that moving costs are on average £1,400. These results were based on a survey of 3,981 private renters of which 993 are private renters with children in their household (of whom 554 who had moved between privately rented homes). [Research by Generation Rent](#) from August 2021 found that moving costs were on average £1,705

benefits of the PRS, and we think it is critical that tenants can move when circumstances require them to, or where landlords fail to provide a decent home.

37. A standardised, simpler system will support tenants and landlords to understand and enforce their rights and remove the need for unbalanced negotiations between tenant and landlord. To ensure both parties are clear on the terms of a tenancy, we will require the landlord to provide a digital or physical **written tenancy agreement** setting out details such as the tenancy start date, rent level, landlord address and basic rights and responsibilities of both parties. We will consider penalties to make sure this requirement is heeded, but these will be proportionate, and we will not restrict possession if landlords fail to comply.

### Changes to rent

38. The Government understands the pressures people are facing with the cost of living, and that paying rent is likely to be a tenant's biggest monthly expense. Any unexpected changes to rent levels could leave tenants unable to afford their home, and potentially being forced to move when they can least afford to do so. Finding new tenants is a significant cost for landlords too, and we strongly encourage early communication about what adjustments to rent are sustainable for both landlords and tenants.
39. Stakeholders have also raised concerns that unscrupulous landlords may try to force tenants to leave a property by increasing the rent to an excessive level in the new system. The Government is clear that this is unacceptable, and we will make sure tenants have the power to challenge any unreasonable rises.
40. Where landlords need to adjust rents, changes should be predictable and give tenants time to consider their options. To ensure landlords can continue to adjust rents when necessary, but give tenants fair opportunity to challenge egregious increases, **landlords will need to make all increases to rent using an existing mechanism** - Section 13 of the Housing Act 1988. As now, we will allow **increases to rent once per year, and we will increase the minimum notice landlords must provide to two months**. We will end the use of rent review clauses, preventing tenants being locked into automatic rent changes that are vague or exceed the market price. Alongside this, we intend to bolster and expand existing rent repayment orders to enable tenants to be repaid rent for non-decent homes.
41. We will make sure that tenants have confidence in challenging unfair increases through the First-tier Tribunal and will **prevent the First-tier Tribunal from increasing rents beyond the amount landlords initially asked for when they proposed a rent increase**. We will provide guidance to ensure that these processes are clear for all parties.
42. When deciding cases, the First-tier Tribunal takes a number of factors into account and may inspect the property if they think it is necessary. The First-tier Tribunal can consider the quality, condition and state of repair of the property as this would affect how much rent the landlord could expect. The First-tier Tribunal, when determining a rent, will look at the market or comparable rents

payable for similar properties in the locality and parties are encouraged to provide evidence of comparable rents.

*“We appreciate there is a balance to be struck; rental growth is part of the reason why investors invest but increases must be fair and affordable for tenants.” British Property Federation’s response to the consultation*

43. The Government does not support the introduction of rent controls to set the level of rent at any point of a tenancy. Rents are negotiated and agreed between landlord and tenant, and it is essential that landlords have a simple route to change rents when it is necessary, whether market prices go up or down.
44. Landlords charging multiple months rent at the start of a tenancy is uncommon, as for many tenants this would be unaffordable. Typically, landlords may choose to do so where tenants do not have guarantors, are moving to the UK from abroad, or cannot provide references. We will require landlords to repay any upfront rent, beyond the notice period, if a tenant leaves earlier than the duration they have paid for. We will also monitor the use of upfront rent and introduce a power through the Renters’ Reform Bill to limit the practice if tenants are unduly restricted from accessing the PRS due to affordability, or the practice is used to attempt to lock tenants into contracts.

### **Access for repairs**

45. We are committed to driving up standards in the PRS, and tenants have a role to play by allowing timely and reasonable access for repairs during a tenancy. We will mandate that all written agreements stipulate the tenant’s responsibility for keeping the property in good condition and allowing reasonable access for repairs. If a tenant is denying this, landlords have routes other than possession available to secure access, such as applying to the court for an injunction. Landlords will have access to grounds for possession where tenants allow the property to deteriorate, or if they break clauses in tenancy agreements, which provide a tool for possession in the most serious cases.

## Chapter 2: Bringing tenancies to an end

46. Throughout their responses to the consultation, landlords expressed concerns about their ability to gain possession of their property when they need to. We know that landlords often use Section 21, even when a relevant Section 8 ground could be used, due to a perception that it is quicker and more certain.
47. In future, landlords will use defined grounds to secure possession in reasonable circumstances. We have reviewed existing grounds in detail and will reform them where necessary to ensure they are fit-for-purpose and give landlords the confidence and clarity they need. While court should always be a last resort, our reformed grounds will be supported by a programme of court reforms to make sure the possession action process is efficient for landlords when this is needed.
48. The reformed grounds will be:
- **Comprehensive** – landlords should be able to recover possession when it is reasonable - if they need to manage their asset, tenants are at fault, or to operate a critical service
  - **Fair and efficient** – grounds should offer certainty as far as possible, and avoid restricting possession on unnecessary technicalities
  - **Proportionate** – notice periods should reflect the seriousness of the ground, with tenants given more protection when they are not at fault

### Ensuring the grounds are comprehensive

49. We have analysed the responses to the consultation and worked closely with a wide range of stakeholders to create comprehensive grounds that cover all circumstances a landlord might reasonably expect possession. A full list of the new grounds can be found at **Annex A**. Below, we set out action in some key areas that private landlords have told us they are most concerned about. Specialist grounds for specific sectors are covered in the next section.

### Selling and moving in

50. The Government appreciates that landlords must be able to respond to changes in their circumstances and manage their property accordingly. Sometimes, a landlord may need to sell, redevelop or move into a property they had rented out, despite their tenant meeting all the terms of their tenancy. Enabling landlords to make decisions about their investment is critical to the healthy operation of a Private Rented Sector that provides choice to tenants.
51. Landlords need the ability to sell their property and have previously relied on Section 21 for this purpose. We encourage any landlord who wishes to sell their property to consider selling with sitting tenants which may provide an easier and faster solution. We will support buy-to-let lenders to facilitate this by allowing the mortgage repossession ground to be used where a property was bought with a sitting tenant. We also understand that this is not always possible so, as proposed in the consultation, **the Government will introduce a new ground for use when the landlord intends to sell the property.**

52. The vast majority (94%) of landlords who responded to the consultation felt that a landlord should be able to gain possession if their family member wishes to use the property as their own home. To give landlords confidence they can regain possession when family circumstances require it, **we will extend the existing moving ground so that it can also be used if close family members of the landlord intend to live in the property.**

*“Landlords should be able to recover possession to use the property for their own, or their immediate family’s needs. Otherwise, they will be forced to rent themselves, which is an inefficient use of property and increases competition with other tenants.” Residential Landlord Association’s response to the consultation*

## **Rent arrears**

53. Rent arrears are the most common reason for landlords to seek possession,<sup>3</sup> and landlords need to have confidence that they can do so where arrears become a severe or repeated problem. At the same time, it is right that tenants are given reasonable opportunities to repay arrears and remain in their home when the tenancy is sustainable.
54. During the COVID-19 pandemic, the Government took unprecedented action to help keep renters in their homes and made a strong package of financial support available to tenants. We were clear that tenants should continue to pay rent and abide by all other terms of their tenancy agreement to the best of their ability. Where there were any difficulties in doing so, we encouraged tenants to speak to their landlord at the earliest opportunity and we understand that many landlords offered empathetic and practical solutions.
55. An early conversation can help both parties to agree a plan if tenants are struggling to pay their rent. This can include reaching a temporary agreement not to seek possession action and instead accept a lower level of rent or agree a plan to pay off arrears at a later date. We would encourage landlords and tenants to continue this early and open engagement. If a landlord and tenant agree a plan to pay off arrears, it is important they both adhere to this, and that tenants talk to their landlord immediately if they are unable to do so.
56. We will retain the existing **mandatory rent arrears ground**, allowing a landlord to serve notice once a tenant is in two months’ rent arrears. While most landlords (89%) who responded to the question were supportive of eviction being mandatory when a tenant had more than one month’s arrears at the time of the hearing, tenant groups were very concerned about the ability of lower-income tenants or those receiving benefits to pay down arrears by the hearing. We agree that opportunities to repay arrears must be realistic, so it will remain the case for this ground that possession will only be mandatory if a tenant is in at least two months’ rent arrears at the time of hearing.
57. Landlords told us that it can be difficult to gain possession using the existing mandatory rent arrears ground because tenants can reduce their arrears by a

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<sup>3</sup> English Private Landlord Survey 2018

very nominal amount to avoid a hearing and can do so repeatedly. 86% of landlords felt that they should be able to gain possession if this has been done three times. We agree repeated arrears are an unfair burden on landlords **and will introduce a new mandatory ground guaranteeing possession where a tenant has been in serious arrears repeatedly.** Possession will be granted where a tenant has been in at least two months' rent arrears three times within the previous three years, regardless of the balance of arrears at hearing. This definition makes sure that tenants with longstanding tenancies are not evicted for arrears that occur years apart.

58. We recognise that tenants may sometimes breach the relevant thresholds for the mandatory rent arrears grounds because of the timing of their welfare payments, for instance because a relevant benefits payment has not yet been paid out. Where this happens, we would encourage landlords to demonstrate forbearance. **We will stipulate that the mandatory grounds will not be met where the arrears threshold has only been exceeded because a relevant benefits payment – which the tenant has been assessed as entitled to – has not yet been paid out.** This will prevent timing issues from resulting in eviction, but will not require landlords with tenants receiving welfare to withstand more arrears for any significant length of time.
59. This protection will not prevent landlords recovering arrears from tenants who are receiving Universal Credit. Where a tenant receiving Universal Credit is in two months' rent arrears or more, their landlord can request that third party deductions are made from their award to pay off the arrears at a manageable rate. Landlords can also request that the housing costs element of Universal Credit be paid directly to them (as a 'Managed Payment to Landlord') where at least one month's rent arrears have accrued over two months or more.

## **Abandonment**

60. Landlords have told us that it is unclear how they should regain possession if a tenant abandons a property without properly surrendering the tenancy and stops paying rent. Abandonment has financial implications for landlords and prevents unoccupied properties being re-let.
61. In such circumstances, we are keen that landlords have certainty of possession, and we consider that the mandatory rent arrears ground provides the most straightforward route to possession. A specific abandonment ground would require a higher burden of proof in court and allow less certainty as tenants could re-occupy the property at short notice, invalidating the possession claim.
62. On occasion, a property might appear unoccupied, but tenants continue to pay rent, for example if they are in hospital, prison or on a long holiday. If a property is not being properly maintained or occupied as agreed, a landlord can seek possession through the grounds for breach of tenancy or damage to the property.
63. In the 2016 Housing and Planning Act, legislation was passed to allow landlords to regain possession of seemingly-abandoned properties without going to court.

A landlord could regain possession if they served three notices and a tenant had two months' arrears. These provisions were never enacted, and stakeholders have raised significant concerns about landlords repossessing properties without a court order, and how breaches of the law would be enforced. Given the possible implications for tenants' security, we will repeal these provisions.

### **Anti-social behaviour**

64. Anti-social behaviour (ASB) causes misery for neighbours, problems for communities and difficulties for landlords. Where it occurs, landlords should work with their tenants and local agencies to resolve any ASB. In cases where tenants have complex needs, ensuring the right support is in place may enable tenants to maintain their tenancy.
65. The Home Office has published [statutory guidance to support local areas to make effective use of the tools and powers outlined in the Anti-social Behaviour, Crime and Policing Act 2014](#). The guidance sets out the importance of focusing on the needs of the victim and the local community, as well as ensuring that the relevant legal tests are met. This guidance was updated last year to ensure a victim-centred approach to tackling ASB.
66. Following the publication of the Beating Crime Plan in July 2021, the Government are working to establish the principles required for a strong and effective partnership response to anti-social behaviour. We are working with Police and Crime Commissioners, local authorities and other partners to help set expectations for local agencies, so that they work together to address ASB issues, including dealing with persistent offenders.
67. We know that on some occasions ending the tenancy is necessary, and landlords must have confidence they can take swift action when needed. **We will reduce the notice period for the most serious cases to two weeks, with landlords being able to make a claim to the court immediately.**
68. Alongside strengthening the grounds, we will produce guidance for landlords on identifying ASB, working with other agencies such as local authorities and the police, how this interacts with licensing schemes and evidencing ASB in court. We will also work with the courts to consider the prioritisation of ASB cases.

### **Domestic Abuse**

69. The Government is committed to doing everything it can to address the needs of survivors and victims of domestic abuse. The Domestic Abuse Act, which received Royal Assent on 29 April 2021, provides protection to people who experience domestic abuse and strengthens measures to tackle perpetrators. Victims who ended their previous tenancy to escape domestic abuse who have been given a new social housing tenancy will retain their security of tenure if they previously had a lifetime tenancy. An important new duty has also been placed on local authorities in England to provide accommodation-based support to victims of domestic abuse and their children.



70. We understand domestic abuse and security of tenure are issues that often co-exist, and we will take steps to support victims through our reforms. In the PRS, standardised periodic tenancies will ensure that tenants who are experiencing domestic abuse are not financially “locked in” to a dangerous situation.
71. In our 2019 consultation, we sought views on domestic abuse and tenancies, and we are grateful for the helpful insights that were shared. Most respondents felt that tenancy law should protect victims of domestic abuse, although some respondents questioned the practicalities of this or whether it was appropriate for a landlord to be responsible for domestic abuse issues. We continue to consider what, if any, action is feasible in the Private Rented Sector where effective interventions are considerably more challenging to design than in the social sector.
72. The Department launched two consultations on 15 February 2022 to gather views on the impact of joint tenancies and local connection requirements in the social rented sector. The consultations have now closed, and we have spoken to a number of stakeholders to gather the widest possible range of views.

## **A fair and efficient repossession process**

73. With tenants empowered by the removal of ‘no fault’ evictions, we expect dispute resolution to be more attractive in the PRS, fostering certainty and security for both landlord and tenant. We want to mainstream early, effective, and efficient dispute resolution so that litigation is always the last resort. As set out in our white paper, we **will introduce a single Government-approved Ombudsman** covering all private landlords who rent out property in England.
74. **We will shortly publish the findings from the recent Rental Mediation Pilot** which offered independent mediation to landlords and tenants as part of the court possession action process. We will use the findings and the lessons learned to help us to decide how mediation, as one method of dispute resolution, can further help to sustain tenancies in the future.
75. We know, however, that it can be necessary for landlords to pursue possession through the courts, and for both tenants and landlords this can be a new and daunting experience. We understand that the grounds must be clear for landlords to feel confident in using them correctly and for tenants to feel empowered to challenge unfair possession claims. Landlords should not be unreasonably prevented from regaining possession on technicalities.

## **Giving parties certainty**

76. Grounds can be either mandatory or discretionary. For mandatory grounds, judges must award possession when a landlord can evidence the ground is met. Discretionary grounds allow a judge to consider whether it is reasonable to award possession, even where the ground is met.

77. We know that when landlords pursue possession, they want certainty about the likely outcome. As far as possible, we have defined grounds unambiguously – so landlords can have certainty that the ground will be met when going to court if they have provided the necessary evidence – and made them mandatory where it is reasonable to award possession. Some more complex circumstances require greater judicial interpretation and will be discretionary when it may not always be reasonable to award possession.

*“Without making this [selling] ground mandatory, it could prevent investment into the sector as purchasers may be deterred from buying property with sitting tenants without a simple route to regain possession.” ARLA Propertymark’s response to the consultation*

78. Landlords will need to provide adequate evidence that a ground is met in court. We understand that landlords who have not used these grounds before may have practical concerns about how they work. Respondents almost all wanted additional guidance on providing stronger clauses in tenancy agreements to facilitate evidencing tenancy breaches (91%), and we will therefore produce **additional guidance on evidencing the grounds**. This guidance will be in addition to our existing guidance on [Understanding the possession action process](#) which will be updated to reflect the new system.

### **Removing unnecessary restrictions**

79. Some existing restrictions on gaining possession introduce complexity. While this is necessary in some circumstances, for example to protect regulated tenants, in others it simply frustrates the possession process and burdens landlords unfairly. We will remove a number of requirements from the grounds to make them more straightforward.

80. Currently, the use of Section 21 is restricted if landlords have not complied with certain safety requirements and other protections for tenants. We do not think it would be proportionate to completely restrict possession for most of these requirements in future – landlords can currently use Section 8 grounds if Section 21 is not available, but will have no alternative route to possession in future. We have also found insufficient evidence that these restrictions are effective in improving standards, instead simply frustrating reasonable possession claims in the court. **The possession process will therefore be streamlined so that only deposit protection will have to be demonstrated when making a claim for possession**. We will consider when legislating which grounds it is appropriate to restrict for failing to protect a deposit.

81. We are clear that simplifying possession restrictions should not reduce standards in the sector. Landlords will need to continue to meet the underlying rules on HMO and selective licensing, the provision of Gas Safety and Energy Performance certificates, deposit protection, and payments prohibited by the Tenant Fees Act. As described in the White Paper, we will strengthen local councils’ ability to crack down on criminal landlords. This includes legislating for a new digital Property Portal to provide a single front door for landlords to understand, and demonstrate compliance with, their legal requirements.

82. We also proposed in the 2019 consultation that a landlord should have to provide their tenant with **prior notice** to use either the moving ground or the new selling ground. Currently, failure to provide prior notice can stop landlords using some grounds. Response to the consultation largely supported a requirement to give prior notice (75% and 76% for the moving and selling ground respectively). Respondents, however, also identified a risk that prior notice would simply be given as standard in all tenancies, catching out inexperienced but good landlords, and offering tenants no additional clarity on whether landlords may actually use these grounds or not during the tenancy.

*“If there is a requirement for prior notice, it will become standard for tenancy agreements to include this clause, regardless of whether this is a ground which the landlord plans to use, to protect themselves from a future change in circumstances by retaining the right to use this ground.*

*It would therefore be preferable to remove any uncertainty for tenants and landlords, by simplifying the process and removing the requirement to provide prior notice.” RLA’s response to the consultation*

83. We strongly encourage landlords and tenants to have open conversations about their future plans, but we will not apply prior notice to grounds that are likely to be widely used by landlords, such as selling. Instead, we will only require landlords to give tenants warning in written agreements where specialist grounds are likely to be used, such as for an incoming agricultural worker or religious minister. We will not, however, restrict any possession ground if landlords fail to provide this, which would be a disproportionate penalty.

84. Currently, landlords who purchased a property after the tenancy began cannot use the redevelopment ground. We want to ensure that landlords are able to maintain property standards and understand that sometimes it will not be possible to complete redevelopment with a tenant in the property. Therefore, we will remove this restriction.

## **Prioritisation**

85. Currently, landlords using Section 21 have the option of applying 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 generally dealt with in writing. We consulted on whether the accelerated procedure should be applied to mandatory grounds.

86. Landlords generally supported applying the accelerated possession procedure to most grounds to make the process of regaining possession more efficient. We asked about each ground separately and for each ground between 45% and 90% of landlords were in favour of applying the accelerated procedure. Many respondents, however, stressed that a hearing is vital for tenants’ access to justice, especially in the new system where landlords must always evidence that grounds are met. On balance, we consider it important that a tenant has the opportunity to attend a hearing and will instead pursue other means to expedite the court process whilst maintaining this vital protection.

87. The Government recognises the importance of both landlords and tenants' access to efficient justice, particularly in cases which are causing significant mental or physical harm to the tenant, housemates, landlord or community. Expedited repossession is also necessary to ensure specific sectors can continue to function. **We will work with the Ministry of Justice to review the time taken for first possession hearings to be listed by the courts for the anti-social behaviour, supported accommodation and temporary accommodation grounds.** This is subject to approval by the Civil Procedure Rule Committee and possible consultation.
88. We recognise that landlords may wish a wider range of grounds to be prioritised. Given constraints on court time, however, it is not possible to significantly reduce the period between a claim being issued and the hearing for all grounds. We anticipate that rent arrears will comprise the majority of cases, making it unfeasible to reduce the period for these cases without hindering our ability to prioritise other critical grounds.

### **Court reform**

89. Throughout responses to the consultation, it was very clear that respondents were concerned about the complexities of using the court system and the length of time that it can take to get possession through the courts. We are working with the Ministry of Justice and Her Majesty's Court and Tribunal Service (HMCTS) to explore improvements and efficiencies to the court possession process, to make it clearer and easier for landlords and tenants to use. Our response to the [Considering the case for a Housing Court: call for evidence](#) details further information about this.
90. The HM Courts and Tribunal Service (HMCTS) Possession Reform project will digitalise processes in the county courts, allowing greater, more targeted digital provision of advice and guidance. This will reduce common user errors and improve the user experience. This work is underway and expected to conclude in 2023.
91. The Ministry of Justice (MOJ) and HMCTS have already taken steps to review bailiff capacity and introduced efficiencies by reducing their administrative tasks. This has, and will, free up more bailiff resources to focus on the enforcement of possession orders. Improvements to bailiff recruitment and retention practices are also being explored.

### **Proportionate notice periods**

92. The Government will take a proportionate approach to the period of notice that a landlord must give when using grounds for possession. Tenants must be given sufficient time to find appropriate alternative housing when their landlord requires possession of a property. Without this, tenants may be unable to find nearby alternative accommodation which allows them to maintain their work or children's schooling. Equally, in some circumstances, tenancies must end quickly, such as where a landlord faces undue burdens or there is a serious risk to community safety. During the pandemic, we had longer notice periods for

grounds where the tenant was not at fault and shorter ones for more egregious cases, and we have reflected learnings from this in the new notice periods.

93. In line with the consultation proposals, landlords must give two months' notice in cases where eviction occurs for **reasons outside of a tenant's control**, for example if a landlord wishes to sell or where a property has been repossessed by a lender. We recognise that many respondents felt tenants should be given longer in these cases, however, we think this balances a landlord's right to access their asset when needed with adequate time for tenants to find new accommodation.
94. In cases where any of the **rent arrears** grounds are used, landlords must give four weeks' notice. This balances the financial stress arrears can cause for landlords while providing realistic timeframes for tenants, who are likely to be in financial difficulty, to pay back any arrears or find suitable alternative accommodation.
95. For the most **serious breaches**, we will maintain a notice period of two weeks. This includes where a tenant has broken the terms of their tenancy agreement; has damaged the property; has given a false statement; does not have a right to rent; or has been convicted of rioting.
96. The Government is committed to preventing and tackling anti-social behaviour. For this reason, where it becomes necessary for a landlord to end the tenancy due to **anti-social behaviour**, we will allow them to take swift action. The anti-social behaviour grounds will require a 2 week notice period, but landlords will be able to start the possession process in the courts immediately.
97. Periodic tenancies will give tenants the flexibility of being able to easily end a tenancy when their circumstances require it. Landlords should, however, have sufficient time to find new tenants, and **tenants will therefore need to give two months' notice to leave**. Landlords and tenants will not be able to agree notice periods of longer than two months.

# Chapter 3: Supporting vital sectors

98. Our reforms will have a vital role in levelling up communities around the country and will affect many people and organisations outside the traditional Private Rented Sector. This includes private registered providers (PRPs) of social housing, supported housing, the homelessness and student accommodation sectors, as well as agricultural and religious organisations. We have analysed the responses to the consultation and worked closely with these sectors to consider the impact of our reforms, and will continue to consult stakeholders as we prepare and implement legislation.
99. We consulted on whether the abolition of the assured shorthold regime should extend to all users of the Housing Act 1988, and most respondents (60%) felt that it should be abolished for all users. We do not think exempting sectors from the reforms is justifiable on the basis that it will reduce security of tenure, particularly for vulnerable tenants. Exemptions could inadvertently allow unscrupulous landlords to offer insecure tenancies, or hinder our efforts to improve standards. **We will therefore apply the reforms to all users of the Housing Act 1988.**

*“The Federation agrees that the abolition of Section 21 should extend to all users of the 1988 Act, including housing associations. While this may present some operational issues for associations, it would be unacceptable for housing association tenants to have less statutory protection than private sector tenants.” National Housing Federation’s response to the consultation*

100. Stakeholders have rightly stressed that their sectors sometimes need to take back possession for reasons not covered in existing grounds for possession. This includes where housing is being provided temporarily for emergency situations, or it would not be safe or viable to continue the tenancy, for example in the supported accommodation sector.
101. **We recognise the importance of ending tenancies in these situations and will allow landlords to regain possession when it is necessary.** We will introduce specific, tightly-defined grounds for possession, making sure that tenants in these sectors have the same opportunity to challenge unlawful possession as others. This approach strikes the right balance between increasing security of tenure while allowing landlords to maintain critical services and protect tenants’ wellbeing. Where possible, we will require landlords to warn tenants in their tenancy agreement that these grounds could be used to end the tenancy.

## Social Housing

102. Private registered providers of social housing provide tenancies under the Housing Act 1988. They mainly issue periodic Assured Tenancies, known as ‘lifetime tenancies’, which can only be ended using one of the Section 8 grounds for possession. However, they are also able to use ASTs to provide shorter,

more flexible tenancies for a range of purposes. The main use is for probationary, demoted and fixed-term tenancies.

103. We recognise that these tools have sometimes been useful to the sector. However, given that tenants in the private sector will not be subjected to any probationary or fixed-term period, we do not think it would be fair to replicate this for any users of the Housing Act 1988. In future, **all tenancies offered by PRPs will be periodic tenancies and governed by the new rules from the outset.** There will not be any new mechanisms facilitating the creation of probationary, demoted and fixed-term tenancies for PRPs.
104. Stakeholders have raised that probationary and demoted tenancies are used to help deal with challenging behaviour, such as antisocial behaviour and rent arrears. The enhanced grounds for possession will ensure that PRPs have confidence in regaining possession of a property where tenants have broken the terms of their agreement.
105. Where ASTs have been used to manage stock, the existing ground for possession which allows landlord to gain possession if suitable alternative accommodation is available can be used.
106. Some PRPs reported using Section 21 to secure possession of properties ahead of regeneration projects, where the property had been let on an AST. The existing ground to provide suitable alternative accommodation can be used to facilitate this in the future. This will maintain security of tenure, while allowing PRPs to redevelop property and continue to improve standards in the sector.
107. We are aware that it can sometimes take a long time for PRPs to establish whether succession has occurred following the death of a tenant. To help them manage stock in these difficult circumstances, we will extend the length of time after the tenant has died in which the relevant ground can be used, from 12 to 24 months. This is to allow PRPs further time to establish whether the new tenants can succeed to the tenancy.

### **Supported Accommodation**

108. Supported Accommodation is housing that is accompanied by a support or care element. According to the 2016 Supported Accommodation Review, around 200,000 people live in supported housing at any one time, and 76% of providers of supported accommodation are private registered providers who use ASTs in many cases<sup>4</sup>.
109. Non-PRS housing providers have expressed most concern about the impact of these reforms on the supply of supported accommodation. The sector provides a wide range of housing for residents with diverse needs, who may be vulnerable or at a critical life stage. Funding or support elements can change at short notice, and providers need additional flexibility to continue to provide property safely. Stakeholders have been very clear that they need to be able to regain

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<sup>4</sup> <https://www.gov.uk/government/publications/supported-accommodation-review>

possession to prevent accommodation remaining occupied by individuals for whom it is not appropriate, and to maintain the viability of providers.

110. **We will introduce new, limited ground(s) for possession for providers of supported accommodation** covering clearly defined circumstances that have been identified in discussion with the sector. These will include where:

- The tenancy was intended to be short-term from the outset and that term has come to an end
- The funding or support element has ended naturally or dropped away unexpectedly, or been reconfigured so it no longer meets the tenant's safety and wellbeing needs
- The support is no longer in line with tenant's needs, which may have increased or decreased, meaning the arrangement is no longer safe or necessary for the resident
- The tenant is not engaging with the support
- A shared housing arrangement has undergone significant changes (e.g., tenants moving out) and its closure or reconfiguration is necessary for the feasibility of the scheme

111. These grounds will be mandatory, with the exception of when the tenant is not engaging with the support, where there is particular scope for differing views between parties. We will continue engaging with stakeholders ahead of legislation to refine our proposals, including on how to define who can use the new grounds.

112. Stakeholders from the supported housing sector have also raised concerns about the complexity and length of time associated with taking possession through the courts. The notice period for the new ground(s) will be one month, and we will work with the Judiciary to review the time taken for first possession hearings to be listed by the courts for these cases.

## **Homelessness and Temporary Accommodation**

113. Local authorities have a duty to provide certain homeless households with temporary accommodation (the main housing duty). They may use properties owned by PRS landlords or PRPs as temporary accommodation. ASTs and Section 21 currently allow them to issue short-term, flexible tenancies.

114. Stakeholders highlighted the value of private sector and PRP properties in providing temporary accommodation that is higher quality and more affordable than alternatives. To make sure this can continue, **we will introduce a mandatory ground that is delimited to where local authorities have been using the property to deliver the main housing duty and the tenancy is no longer required.**

115. The new ground will enable local authorities to instruct landlords to end tenancies to better manage the available housing stock. This could include, for example, where the household is being offered alternative, settled



accommodation or where they need to move them to more appropriate temporary accommodation. To make sure stock is managed as efficiently as possible, the new ground will have a one month notice period and we will work with the Judiciary to review the time taken for first possession hearings to be listed by the courts for these cases.

116. We also know that working with PRS landlords is critical for local authorities to meet their prevention and relief duties and to end their main housing duty through offers of settled housing. We will work with stakeholders to make sure they can continue to do so effectively once the reforms are implemented.

117. As we prepare our legislation, we will also work through the consequential changes to the homelessness legislation and Homelessness Code of Guidance which will be required once ASTs and Section 21 are no longer in use.

### **Compulsory Purchase Orders**

118. Landlords may be asked to voluntarily sell their property to a body with compulsory purchase powers (known as 'enabling powers'), as part of large-scale infrastructure or development projects. Landlords are often required to provide vacant possession for this, and not doing so can delay major infrastructure projects. Our new selling ground will facilitate this to continue in future.

119. ASTs have been used by acquiring authorities to provide short-term tenancies in properties that are due to be demolished. We consider this a valuable source of short-term accommodation, and the grounds for redevelopment and suitable alternative accommodation will allow this to continue in future.

120. We will disapply the six-month initial restriction on using the selling ground when a landlord is selling to an acquiring authority, and when the authority wishes to use the redevelopment ground. Compulsory purchase order powers are highly regulated so this exemption will not be open to be misuse.

### **Shared Ownership**

121. Shared Ownership is an affordable home ownership scheme delivered by PRPs, available to those who cannot afford a full deposit and mortgage payments. Applicants purchase an initial share of a home, usually with the aid of a mortgage, and pay rent to the PRP on the remaining share. The shared owner is entitled to purchase further shares as and when they can afford to do so, all the way up to full ownership with some limited exceptions. The shared owner occupies the property under the terms of a long lease. The traditional minimum lease term of 99 years is being replaced with a 990 year term under recent reforms.

122. The fact that rent is payable on the PRP's share of the property means these long leases currently fall within the statutory definition of an AST. We will

therefore consider whether legislative measures are needed to ensure Shared Ownership schemes can continue to operate in the new system.

### **Superior Leases**

123. A superior landlord is a private owner of a property who has leased it to another organisation, such as a PRP, on a commercial lease. The leasee then manages the property, for example, granting tenancies and collecting rent. Responses to the consultation highlighted that Section 21 is currently used to return vacant properties to superior landlords at the end of contractual leasing arrangements. Failure to do so may breach the terms of the commercial contract and could deter superior landlords from leasing properties in future.
124. We will introduce a **mandatory ground that will allow landlords to regain possession when a contractual lease is ending**. To avoid misuse of this ground, we will allow only PRPs, providers of supported accommodation and specific agricultural businesses to use it. We are interested to hear from any other stakeholders who may need to access this ground.

### **Agricultural tenancies**

125. Qualifying agricultural workers are currently entitled to more secure Assured Agricultural Occupancy (AAO) tenancies unless a landlord informs the tenant at the outset that they will provide accommodation using an AST instead. **We will replicate the existing 'opt-out' in the new system, so that agricultural landlords can issue our new tenancies instead of AAOs as long as they inform the tenant from the outset**. This will help to ensure that housing required for incoming agricultural employees continues to be made available.
126. We consulted on whether there should be a mandatory ground for possession of tenanted dwellings on agricultural holdings where there is business need for the landlord to gain possession. Only 5% of respondents who answered this question disagreed with this. Responses indicated it is essential that agricultural businesses can provide accommodation to attract employees and ensure they can complete vital tasks at short notice or irregular times of day. **We will therefore introduce a new mandatory ground to allow agricultural landlords to evict a tenant if the property is needed for an incoming agricultural worker**. The new ground will also ensure rural properties are made available for rent when not required for employees.
127. Employee accommodation plays a critical role for many employers, including some running agricultural businesses. We will strengthen the existing employment ground, which permits eviction if the tenancy was granted as a consequence of the tenant's employment by the landlord and that employment has ceased, by making it mandatory.

### **Student Accommodation**

128. Many students live in the Private Rented Sector during their studies. Some landlords commented that student lets work differently to other privately rented

properties, with tenancies typically starting at the beginning of an academic year for a fixed term of one year. Landlords may require students to commit many months in advance to a property and have raised concerns they may be unable to re-let a property if a tenant leaves early or they cannot guarantee vacant possession at the beginning of an academic year.

129. In contrast, other responses highlighted the differing circumstances that students may be in – many have families, live with non-students or have local ties to an area – and seek the same security that other tenants will have. Students, equally, may face circumstances beyond their control and need to vacate a property early, or face being locked into contracts for poor quality housing. Although most students are likely to continue to move in line with the academic year, we do not think it would be proportionate or fair to maintain insecurity and inflexibility for student tenants, and **students renting private accommodation will therefore use the same periodic tenancies as all other tenants**. Given the diversity of student households, any legislative carve-out would also be likely to be complex or very narrow, making it challenging for landlords and tenants to understand their rights.
130. Private purpose-built student accommodation (PBSA) is however distinct to the rest of the Private Rented Sector. It caters specifically to the needs of students, is often restricted to students due to planning constraints and is not designed to offer long-term accommodation. Around 95% of PBSA providers are signed up to Government Codes, which outline the obligations of PBSA landlords and set benchmark standards for the accommodation they manage. Compliance with these codes makes sure that managers and tenants benefit from good standards of housing management; misunderstandings and disputes are reduced; and problems are resolved promptly when they do occur.
131. PBSA landlords have a distinct business model that is more reflective of university managed accommodation. **We will exempt PBSA who have joined government-approved codes from our tenancy regime**, with tenancies governed by the Protection from Eviction Act 1977 instead, as with university-owned accommodation. This will make sure that the sector can continue to operate flexibly by issuing contracts based on the academic year. In contrast to other sectors, we are able to exempt PBSA from the regime as it is clearly defined, tenants do not have an expectation of the accommodation providing a long-term home, and robust rules to maintain standards already exist through the Codes.

*“We support providers of purpose-built student accommodation (PBSA) being exempt from the abolition of Section 21. However, other providers of student accommodation, that is to say, normal private rented accommodation usually let to students, should be bound by the new legislation” Shelter’s response to the consultation*

### **Key workers**

132. Private registered providers of social housing sometimes use ASTs to provide employment-related tenancies for key workers, offering convenient and affordable housing which can often only be used for this explicit purpose. To

help ensure this sector continues to provide crucial accommodation for key workers, **we will introduce a mandatory ground to allow social landlords to evict tenants when they stop meeting the employment eligibility criteria for that tenancy.** To ensure tenants are aware of their rights, landlords will be required to warn the tenant that this is a possibility in the written tenancy agreement.

### **Holiday Lets**

133. Some landlords may wish to let their property out as short-term tourist accommodation, and our reforms will not change the process and rights for landlords who let out their property in this way. However, we will abolish the existing ground that allows landlords to evict a long-term tenant if the property has been used as holiday accommodation in the 12 months prior to the start of the tenancy and the longer-term tenancy is for a fixed term of no longer than 8 months. This will mean that all tenants enjoy the same security and cannot be asked to leave their home so that the property can be used as holiday accommodation during peak season.

### **Ministers of Religion**

134. We recognise the important role the existing ground plays in making sure that accommodation that is usually used for ministers of religion can be let to families when not required for religious workers. This both allows the religious organisation to generate income and provide short term housing supply.

135. We will retain a mandatory ground which allows a landlord to gain possession if the property is held for use by a minister of religion to perform their duties and is needed for that purpose.

*“Failure to include provisions for possession of a house to be obtained when it is required again for clergy use would completely prevent the diocese from being able to rent out clergy housing at all. This would result in properties having to be kept unoccupied during vacancies which can in some circumstances extend for several years before a house is again required for clergy use.” The Diocese of Carlisle’s response to the consultation*

## Chapter 4: Implementation

137. Our reforms will be the largest change to the Private Rented Sector in over thirty years, and it is critical that we introduce them in a way that both protects tenants' security and retains landlords' confidence in the new system. We will work in close partnership with the sector to deliver a smooth transition to the new system and communicate our changes clearly, and make sure that we protect responsible landlords by taking action against those who circumvent the rules.
138. Government will bring forward legislation through the Renters Reform Bill in this Parliamentary Session to implement the reforms outlined above. We will ensure all parties have sufficient notice of changes, with specific implementation dates dependent on the progress of legislation.

### Transition to the new system

139. We must ensure that transition to the new tenancy structure allows time for private and social landlords, tenants, agents and others to adjust, while offering increased security and empowerment to tenants as soon as is reasonable. We will implement the new system in two stages, giving sufficient notice to all parties to prepare for the changes.
140. After the **first implementation date**, any new tenancies, which would have previously been Assured Tenancies or Assured Shorthold Tenancies, will be governed by the new system. From this date all new tenancies will provide the benefits of our reforms: evictions will require use of our strengthened grounds, rather than Section 21, and parties will not be able to agree new fixed terms.
141. We consulted on how long to allow for transition to the new system. While the majority of tenants wanted introduction immediately after legislation receives Royal Assent – 59% did not think 6 months would be suitable - most landlords thought a longer transition of 12 months was necessary. It is important to allow a transition period, providing time for all parties to adjust, Government and stakeholders to help build landlord and tenants' understanding, and for HMCTS to update systems as part of their digitalisation process. We will therefore provide at least **six months'** notice of the first implementation date, with the specific timing dependent on when Royal Assent is secured.
142. Between the first and second implementation dates, pre-existing tenancies will continue as now, with Section 21 able to be used in pre-existing periodic tenancies and as fixed terms end. If neither party serves notice as a fixed term ends, it will automatically move to the new tenancy system. Landlords benefit from reliable, long-term tenants and we will continue to encourage both parties to communicate early when any issues arise to avoid tenancies ending.
143. We are clear that all tenants should enjoy the increased security that our reforms will bring, and we want to avoid a prolonged two-tier tenancy system which is

why **we will extend the reforms to all existing Assured and Assured Shorthold Tenancies**. Doing so will mean tenants and landlords are in no doubt about which legislation applies to them, and will mean tenants in longstanding tenancies – 29% of tenants have been in their current home for 5 or more years<sup>5</sup> – will not be deprived of the security, clarity and empowerment the new system offers. Landlords will have access to a full range of strengthened grounds, and we are confident they will be able to regain possession in all reasonable circumstances under the new system.

144. We will therefore have a **second implementation date**, after which all remaining Assured Shorthold Tenancies and Assured Tenancies will move to the new system. After this point, any previously agreed fixed terms will have no effect, with tenants and landlords able to end the tenancy in line with the new rules. Landlords serving notice will use the new strengthened grounds.

145. **We will allow at least 12 months between the first implementation date and second**. This will provide ample time to build awareness of the new system, and allow private landlords the opportunity to make informed decisions about how best to manage their assets, including if they enter into new contracts after the first implementation date. Social landlords will have the time to implement the necessary administrative changes and engage their tenants. Taken together, those in existing tenancies will have at least **18 months** to prepare for and implement the new system.

146. We recognise that applying the changes retrospectively is a significant step. We do not believe, however, a long period of dual systems would be in anyone's interest, particularly in a market where legislative complexity already causes issues for landlords and tenants. Our proposed timeframe allows a proportionate compromise between different parties' interests.

## **Enforcement**

147. The Government is clear that misuse of the system or any attempt to find loopholes will not be tolerated, and the reforms we are putting in place for tenants will only make a difference if they are effectively enforced. We will consider the case for new or strengthened penalties to support existing measures, such as those in the Protections from Eviction Act 1977.

148. As such, we are minded to:

- Allow tenants to pursue compensation through the courts for breaches of the new tenancy system
- Include the new tenancy system within the remit of the Ombudsman
- Restrict the original landlord marketing and reletting a property for 3 months following the use of the moving and selling grounds
- Give local authorities the power to issue fines to landlords who fail to meet requirements of the new tenancy system

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<sup>5</sup> English Housing Survey 2019-20

- Give local authorities the power to issue fines via Civil Penalty Notices (CPNs) to those who illegally evict or harass tenants

149. This will mean comprehensive enforcement, which does not rely on a single party, and aligns with our wider PRS reforms. Tenants will have the right to pursue complaints through the court or Ombudsman, ensuring open access to justice and that tenants have the means to have things put right. A re-letting restriction will ensure tenants can easily prove that grounds were misused, as well as giving those who leave during the notice period access to justice. And introducing new powers to issue fines will give local authorities an alternative to prosecuting illegal evictions, harassment or new offences in the new tenancy system.

150. To make sure that tenants benefit from our new system, it will be unacceptable to attempt to lock tenants into contracts in other ways, or to find alternatives to Section 21. As described above, landlords will not be able to require more than two months' notice from tenants to leave, and we will strengthen tenants' rights to challenge unreasonable rent rises.

151. We want the new system to be as robust as possible, and will continue to engage with stakeholders on whether any other loopholes may exist in the system that could be exploited by unscrupulous landlords or tenants.

## **Equalities**

152. The Government is committed to ensuring that the new tenancy system works for all. Very few respondents to the consultation felt that the proposed reforms would have a negative impact on any group with a protected characteristic, though some respondents felt that there was a risk that landlords could become more selective when finding new tenants. We have provided strengthened grounds to give landlords confidence they can regain possession when needed.

## **Ongoing engagement**

153. We have engaged extensively with stakeholder groups and directly with tenants and landlords while developing the new tenancy system, including through focus groups. We will continue to work closely across the sector to refine and implement our proposals to ensure the legislation works as well as possible for all types of tenants and landlords.

# Annex A – Grounds for possession

In the new system, landlords will only be able to regain possession in circumstances specified in law. The table below describes the circumstances in which Government considers it reasonable for a landlord to seek possession, whether such a ground will be mandatory or discretionary, and the length of notice a landlord must provide.

When legislating, it may be appropriate to combine some of these grounds or alter notice periods slightly to be defined in weeks or months – this will not affect the underlying policy intention.

<b>Landlord Circumstance Grounds</b>			
The landlord wishes to move into the property	Mandatory	2 months	The landlord will need to demonstrate that they, or a close family member, intends to live in the property. The ground cannot be used within the first 6 months of a new tenancy. We will prevent the original landlord marketing and reletting the property for 3 months following the use of this ground.
The landlord wishes to sell the property	Mandatory	2 months	The landlord will need to demonstrate they intend to sell the property. It cannot be used within the first 6 months of a new tenancy unless selling to an acquiring authority in a situation where compulsory purchase could be used. We will prevent the original landlord marketing and reletting the property for 3 months following the use of this ground.
The landlord wishes to demolish or substantially redevelop the property	Mandatory	2 months	<p>The landlord will need to demonstrate that they intend to demolish or make substantial changes to the property that cannot be undertaken with the tenant living in the property. The ground cannot be used within the first 6 months of a new tenancy unless the landlord is an acquiring authority in a situation where compulsory purchase could be used.</p> <p>The ground cannot be used by social landlords unless redevelopment is required by a superior landlord. Private registered providers of social</p>



			housing will be required to pay reasonable moving costs to tenants when using this ground.
The property has been repossessed by the mortgage lender	Mandatory	2 months	This ground can be used by mortgage lenders who have repossessed a property from a landlord.
A superior landlord requires vacant possession.	Mandatory	2 months	Use of the ground is limited to private registered providers of social housing, providers of supported accommodation, and agricultural landlords where a superior lease/tenancy has come to an end and the superior landlord requires vacant possession to fulfil the terms of that lease/tenancy.
Suitable Alternative Accommodation	Discretionary	2 months	For use where suitable alternative accommodation is available for the tenant. Private registered providers of social housing will be required to pay reasonable moving costs to the tenant.
<b>Tenant Fault/Circumstance Grounds</b>			
Criminal Behaviour & Severe Anti-Social Behaviour	Mandatory	2 weeks but a claim can be made to the court immediately	The tenant must have been convicted of one of the of the following: <ul style="list-style-type: none"> <li>• A serious criminal offence as set out in Schedule 2A of the Housing Act 1985.</li> <li>• Breached an IPNA</li> <li>• A closure order has been served on the property</li> <li>• Breached a criminal behaviour order</li> <li>• Convicted of causing a noise nuisance</li> </ul>
Serious Rent Arrears	Mandatory	4 weeks	The tenant must be in at least 2 months of rent arrears at the time that notice is served and at the time of the court hearing.
Repeated Arrears	Mandatory	4 weeks	The tenant must have been in at least 2 months of rent arrears at least three times in the past 3 years.
The tenant was employed by the landlord and that employment has ended	Mandatory	2 months	The tenancy must have been granted as a consequence of the tenant's employment by the landlord and that employment has ended. The landlord must warn the tenant that the ground may be used in the tenancy agreement.
The tenant has stopped meeting	Mandatory	2 months	A social landlord must have granted the tenancy as a

the employment criteria (e.g. key worker)			consequence of the tenant's employment eligibility (e.g. key workers) and they no longer meet that criteria. The landlord must warn the tenant that the ground may be used in the tenancy agreement.
The tenant has died	Mandatory	2 months	The tenancy has passed on by the will/intestacy following the death of the tenant. Possession proceedings must begin no later than 24 months after the death or, if the court directs, when the landlord first became aware.
No Right to Rent	Mandatory	2 weeks	For use where at least one (but not all) tenants have no right to rent under immigration law. The court can order that the disqualified tenant's interest is transferred to another tenant.
Anti-Social Behaviour	Discretionary	2 weeks but the claim can be made to the court immediately	The tenant or anyone living in or visiting the property has been guilty of causing nuisance or annoyance to the landlord or anyone living in, visiting or in the locality of the property, or has been convicted of using the premises for illegal/immoral purposes, or has been convicted of an indictable offense in the locality.
Any Rent Arrears	Discretionary	4 weeks	The tenant is in any amount of rent arrears both at the time notice is served and on the day of the court hearing.
Persistent Late Payment of Rent	Discretionary	4 weeks	The tenant has persistently delayed paying their rent.
Breach of Tenancy	Discretionary	2 weeks	The tenant is guilty of breaching one of the terms of their tenancy agreement.
Deterioration of property or furniture	Discretionary	2 weeks	The tenant must be guilty of causing the condition of the property or furniture supplied by the landlord to deteriorate.
Rioting	Discretionary	2 weeks	The tenant or other adult living at the property has been convicted of an indictable offense which took place at a riot anywhere in the UK after 13 May 2014.
False Statement	Discretionary	2 weeks	The tenant, or someone acting at their instigation, has induced the tenancy by false statement either knowingly or recklessly.

Domestic Abuse	Discretionary	2 weeks	This ground only applies to tenancies granted by PRPs to evict the perpetrator of domestic violence if the partner has fled.
<b>Grounds for Specialist Sectors</b>			
The property is needed to house an incoming agricultural worker	Mandatory	2 months	An agricultural landlord must require the property for use by an incoming agricultural worker. The landlord must warn the tenant that the ground may be used in the tenancy agreement.
The property is student accommodation but currently let to non-students	Mandatory	2 weeks	In the 12 months prior to the start of the tenancy the property has been used to house students. The ground can only be used by educational establishments or purpose-built student accommodation who are signed up to Government Codes.
The property is needed for a religious minister	Mandatory	2 months	The property must be held for a religious minister and be needed for that purpose. The landlord must warn the tenant that the ground may be used in the tenancy agreement.
Supported Accommodation	Mandatory	4 weeks	The ground will be restricted to landlords who are providers of supported accommodation and can be used when the tenancy was only intended to be short-term, the funding/support element has ended or no longer meets the tenant's needs, or a shared housing arrangement has undergone significant changes.
Supported Accommodation	Discretionary	4 weeks	The ground will be restricted to landlords who are providers of supported accommodation and can only be used where the tenant is not engaging with the support on offer.
Temporary Accommodation	Mandatory	4 weeks	The ground can only be used by landlords who are providing accommodation to meet a local authority's main housing duty, and the tenancy is no longer required by the local authority.

## Annex B: Methodology

154. Our twelve-week consultation was open from July - October 2019 and 19,697 responses were received from a range of individuals and organisations.
155. We received responses from respondents who lived in all regions of England. The largest proportion of respondents lived in South East England (22%), London (21%), South West England (14%) or the North West (9%).
156. Each respondent was categorised as one of 'landlord', 'tenant' or 'other'. The 'other' category includes letting or property agents, homeowners and concerned citizens, parts of local government and charitable or legal organisations. It also includes those who preferred not to say in what capacity they were responding.

Landlord	Tenant	Other	Total
4,149 (21%)	5,530 (28%)	10,018 (51%)	19,697 (100%)

157. Overall, the vast majority of the landlord group is made up of private landlords (96%). There was significant variety in the number of properties the landlords or letting/ property agents who responded to the consultation let out or managed. The most common amounts were 1 (22%) or more than 100 (20%).

As a landlord, which of the following best describes you?	Count %*
Housing Association	66 (1.6%)
Local authority discharging their duties under the Housing Act 1996	13 (0.3%)
Local Authority Housing Company	2 (0.0%)
Private landlord	3,986 (95.9%)
Provider of rent-to-buy products	2 (0.0%)
Provider of Supported Housing	15 (0.4%)
Prefer not to say	23 (0.6%)
Other (please specify)	49 (1.2%)
<b>Total</b>	<b>4,156 (100%)</b>

158. Most tenants who responded to the consultation rented from a landlord in the Private Rented Sector (66%). 19% of tenants who responded to the consultation rented from a housing association.

159. Of the respondents who were responding on behalf of an organisation which was not a landlord, the largest proportion were from the local government sector (27%), the legal sector (17%) or a sector representative body (16%).

160. Of the respondents who were responding as an individual rather than as a landlord, tenant or organisation, almost half were homeowners (49%), and the next largest group were concerned citizens or interested parties (13%).

### Route of response

161. We received responses via several routes. All responses were merged into a single dataset, from which the results cited in this document are drawn.

162. Our online questionnaire was hosted on Survey Monkey. Respondents could also email directly to the Tenancy Reform Consultation inbox or post their response to the Department. These were then manually uploaded onto Survey Monkey.

163. Three tenant groups/charities hosted shorter versions of the consultation, focusing on certain questions, and emailed these responses to the inbox. Overall, we received 19,697 responses, via the following routes:

<b>Generation Rent questionnaire</b>	<b>Shelter email response</b>	<b>St Mungo's campaign email</b>	<b>Survey Monkey (including c.650 emailed/posted responses)</b>	<b>Total</b>
6,984 (36%)	5,794 (29%)	676 (3%)	6,243 (32%)	19,697 (100%)

164. Respondents not using Survey Monkey were asked a smaller range of questions by the organisations above. The number of responses to each question therefore varies through the consultation:

- Respondents who answered the Generation Rent questionnaire were directed to answer questions 2 to 17d inclusive, question 36 and question 50. They were given the opportunity to provide a follow up, open-ended answer to question 4.
- Shelter respondents were asked questions 1 to 3 inclusive, excluding the open-ended follow ups to these questions. Shelter respondents were then invited to make an open-ended additional comment in response to the question: 'Have you been affected by no-fault evictions or insecure tenancies? Let them know your experience.'
- St Mungo's respondents were only asked to provide an open-ended answer to question 45.

165. Please note that the totals of percentages of the responses to some questions do not equal 100%, this is due to rounding. Counts of different groups of respondents may change slightly due to the way respondents answered different questions.

# Annex C: Summary of responses

## The end of Section 21 evictions

Q1: 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?

	Landlord	Tenant	Other	Total
<b>Yes</b>	531 (14%)	2,998 (97%)	3,369 (73%)	6,898 (60%)
<b>No</b>	3,086 (79%)	64 (2%)	1,127 (25%)	4,277 (37%)
<b>Don't know</b>	273 (7%)	15 (1%)	96 (2%)	384 (3%)
<b>Total</b>	<b>3,890 (100%)</b>	<b>3,077(100%)</b>	<b>4,592(100%)</b>	<b>11,559 (100%)</b>

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

	Landlord	Tenant	Other	Total
<b>Housing associations</b>	1,071 (36%)	39 (62%)	494 (44%)	<b>1,604 (38%)</b>
<b>Local authority housing companies</b>	963 (32%)	38 (60%)	466 (41%)	<b>1,467 (35%)</b>
<b>Local authorities discharging their duties under the Housing Act 1996</b>	894 (30%)	34 (54%)	432 (38%)	<b>1,360 (33%)</b>
<b>Providers of supported housing</b>	912 (31%)	32 (51%)	455 (40%)	<b>1,399 (33%)</b>
<b>Providers of rent-to-buy products</b>	932 (31%)	31 (49%)	492 (43%)	<b>1,455 (35%)</b>
<b>Other (please specify)</b>	1,662 (56%)	28 (44%)	538 (48%)	<b>2,228 (53%)</b>
<b>Don't know</b>	495 (17%)	9 (14%)	176 (16%)	<b>680 (16%)</b>

*\*Percentages for this question were calculated as a proportion of the total number of respondents (broken down by type) who selected at least one user for exemption. Percentages for different answers do not total 100%, as respondents could select more than one option.*

166. The most selected option by all respondents who felt there should be some exemptions was 'other, please specify' (53%). Respondents who selected this indicated that they thought private landlords or rentals generally should be exempt (56%) or they said all tenancies should be exempt (24%).

167. Landlords who commented also mentioned exemptions for landlords with a small portfolio (4% of landlord comments), for student accommodation (3% of landlord comments) or for houses in multiple occupation (HMOs) (3% of landlord comments). 7% of 'other' respondents who commented said that letting agents or managed properties should be exempt.

168. Landlords (each representing under 4% of comments) also called for exemptions for more specific kinds of private landlord, particularly landlords operating more incidentally than professionally or who retain an underlying non-commercial link to the property (e.g. those who may have need to occupy it, or who are renting to family members).

**Q2: Do you think that fixed terms should have a minimum length?**

	<b>Landlord</b>	<b>Tenant</b>	<b>Other</b>	<b>Total</b>
<b>Yes</b>	2,179 (58%)	342 (6%)	1,304 (15%)	3,825 (21%)
<b>No</b>	1,419(38%)	5,044 (92%)	7,485 (84%)	13,948 (77%)
<b>Don't know</b>	132 (4%)	104 (2%)	172 (2%)	408 (2%)
<b>Total</b>	<b>3,730 (100%)</b>	<b>5,490 (100%)</b>	<b>8,961 (100%)</b>	<b>18,181(100%)</b>



**If yes, how long should this be?**

	<b>Landlord</b>	<b>Tenant</b>	<b>Other</b>	<b>Total</b>
<b>6 months</b>	1,430 (65%)	70 (30%)	730 (65%)	2,230 (63%)
<b>12 months</b>	660 (30%)	70 (30%)	259 (23%)	989 (28%)
<b>2 years</b>	97 (4%)	93 (40%)	128 (11%)	318 (9%)
<b>Total</b>	<b>2,187 (100%)</b>	<b>233 (100%)</b>	<b>1,117 (100%)</b>	<b>3,537 (100%)</b>

**Q3: Would you support retaining the ability to include a break clause within a fixed-term tenancy?**

	<b>Landlord</b>	<b>Tenant</b>	<b>Other</b>	<b>Total</b>
<b>Yes</b>	3,113 (84%)	2,622 (49%)	5,900 (67%)	11,635 (65%)
<b>No</b>	415 (11%)	2,601 (48%)	2,708 (31%)	5,724 (32%)
<b>Don't know</b>	176 (5%)	154 (3%)	226 (3%)	556 (3%)
<b>Total</b>	<b>3,704 (100%)</b>	<b>5,377 (100%)</b>	<b>8,834 (100%)</b>	<b>17,915 (100%)</b>

## Bringing tenancies to an end

**Q4: 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?**

	Landlord	Tenant	Other	Total
<b>Yes</b>	3,330 (94%)	139 (5%)	1,769 (28%)	5,238 (42%)
<b>No</b>	148 (4%)	2,544 (92%)	4,163 (67%)	6,855 (55%)
<b>Don't know</b>	63 (2%)	78 (3%)	289 (5%)	430 (3%)
<b>Total</b>	<b>3,541 (100%)</b>	<b>2,761 (100%)</b>	<b>6,221 (100%)</b>	<b>12,523 (100%)</b>

169. The most common comments argued that allowing a landlord possession under this ground is not fair for the tenant, that it would reduce the security and rights of tenants and would undermine the policy intent of the abolition of Section 21 (35%). 30% of landlords felt possession under this ground should not happen until the end of the tenancy agreement or that the property should not be let in circumstances where this could occur.

170. Tenants and 'other' respondents were concerned about abuse or misuse of the ground (9% and 10% respectively).

**Q5: 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?**

	Landlord	Tenant	Other	Total
<b>Yes</b>	241 (7%)	2,515 (91%)	4,392 (71%)	7,148 (57%)
<b>No</b>	3,144 (89%)	124 (5%)	1,505 (24%)	4,773 (38%)
<b>Don't know</b>	138 (4%)	115 (4%)	286 (5%)	539 (4%)
<b>Total</b>	<b>3,523 (100%)</b>	<b>2,754 (100%)</b>	<b>6,183 (100%)</b>	<b>12,460 (100%)</b>

171. The most common point (from 28% of respondents who left a comment) was that without such a requirement, this ground would be open to abuse. 18% of landlords said they should be able to gain possession where a property was needed for a landlords or family member. 28% of landlords also expressed general disagreement with the proposal.

**Q6: 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?**

	<b>Landlord</b>	<b>Tenant</b>	<b>Other</b>	<b>Total</b>
<b>Yes</b>	1,471 (42%)	2,663 (98%)	5,061 (84%)	9,195 (75%)
<b>No</b>	1,796 (51%)	43 (2%)	878 (15%)	2,717 (22%)
<b>Don't know</b>	225 (6%)	13 (1%)	80 (1%)	318 (3%)
<b>Total</b>	<b>3,492 (100%)</b>	<b>2,719 (100%)</b>	<b>6,019 (100%)</b>	<b>12,230 (100%)</b>

172. 61% of all respondents who left a comment argued that a prior notice requirement would not allow landlords enough time to use the ground or would not allow landlords to adapt to unforeseen circumstances. Landlords and 'other' respondents also raised concerns that landlords would issue prior notice as standard practice at the start of an agreement if the requirement remained (9% and 24% respectively). However, 11% of respondents who commented expressed concern about reduced security for tenants if the requirement is removed.

**Q7: 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?**

	<b>Landlord</b>	<b>Tenant</b>	<b>Other</b>	<b>Total</b>
<b>Yes</b>	2,136 (62%)	53 (2%)	822 (14%)	3,011 (25%)
<b>No</b>	1,134 (33%)	2,654 (98%)	5,074 (85%)	8,862 (73%)
<b>Don't know</b>	165 (5%)	14 (1%)	91 (2%)	270 (2%)
<b>Total</b>	<b>3,435 (100%)</b>	<b>2,721 (100%)</b>	<b>5,987 (100%)</b>	<b>12,143 (100%)</b>

**Q8: 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?**

	<b>Landlord</b>	<b>Tenant</b>	<b>Other</b>	<b>Total</b>
<b>Yes</b>	2,857 (83%)	79 (3%)	1,342 (22%)	4,278 (35%)
<b>No</b>	425 (12%)	2,618 (96%)	4,514 (75%)	7,557 (62%)
<b>Don't know</b>	158 (5%)	25 (1%)	129 (2%)	312 (3%)
<b>Total</b>	<b>3,440 (100%)</b>	<b>2,722 (100%)</b>	<b>5,985 (100%)</b>	<b>12,147 (100%)</b>

**Q9: 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?**

	<b>Landlord</b>	<b>Tenant</b>	<b>Other</b>	<b>Total</b>
<b>Yes</b>	2,059 (60%)	144 (5%)	1,324 (22%)	3,527 (29%)
<b>No</b>	1,088 (32%)	2,545 (93%)	4,516 (75%)	8,149 (67%)
<b>Don't know</b>	284 (8%)	44 (2%)	176 (3%)	504 (4%)
<b>Total</b>	<b>3,431 (100%)</b>	<b>2,733 (100%)</b>	<b>6,016 (100%)</b>	<b>12,180 (100%)</b>

**Q10: 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?**

	<b>Landlord</b>	<b>Tenant</b>	<b>Other</b>	<b>Total</b>
<b>Yes</b>	3,037 (88%)	123 (5%)	1,549 (26%)	4,709 (39%)
<b>No</b>	349 (10%)	2,575 (94%)	4,364 (72%)	7,288 (60%)
<b>Don't know</b>	68 (2%)	36 (1%)	126 (2%)	230 (2%)
<b>Total</b>	<b>3,454 (100%)</b>	<b>2,734 (100%)</b>	<b>6,039 (100%)</b>	<b>12,227 (100%)</b>

**Q11: If you answered No to Question 10, should the amount of notice required be less or more than two months?**

	<b>Landlord</b>	<b>Tenant</b>	<b>Other</b>	<b>Total</b>
<b>Less than two months' notice</b>	87 (23%)	3 (0%)	20 (0%)	110 (1%)
<b>More than two months' notice</b>	223 (60%)	2,589 (98%)	4,447 (97%)	7,259 (96%)
<b>Flexible notice period</b>	59 (16%)	31 (1%)	97 (2%)	187 (3%)
<b>Don't know</b>	5 (1%)	9 (0%)	33 (1%)	47 (1%)
<b>Total</b>	<b>374 (100%)</b>	<b>2,632 (100%)</b>	<b>4,597 (100%)</b>	<b>7,603 (100%)</b>

**Q12: We propose that a landlord should have to provide their tenant with prior notice that they may seek possession to sell, in order to use this new ground. Do you agree?**

	<b>Landlord</b>	<b>Tenant</b>	<b>Other</b>	<b>Total</b>
<b>Yes</b>	1,504 (44%)	2,657 (98%)	5,046 (84%)	9,207 (76%)
<b>No</b>	1,804 (53%)	55 (2%)	886 (15%)	2,745 (23%)
<b>Don't know</b>	125 (4%)	11 (0%)	60 (1%)	196 (2%)
<b>Total</b>	<b>3,433 (100%)</b>	<b>2,723 (100%)</b>	<b>5,992 (100%)</b>	<b>12,148 (100%)</b>

173. 67% of respondents who left a comment explained that being required to give prior notice would not give landlords sufficient flexibility or would not allow them to account for changing circumstances. Respondents also observed that landlords would just add prior notice as a standard clause in tenancy agreements, rendering them meaningless (17% of comments).

174. Tenants and 'other' respondents were concerned that this would impact on their security by making them feel uneasy from the beginning of the tenancy or make it more confusing (14% and 15% respectively).
175. 14% of landlords who commented felt that they had the right to total control of the property and an unrestricted route to possession; they were opposed to any requirement that would restrict possession.

**Q13: 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')?**

	<b>Landlord</b>	<b>Tenant</b>	<b>Other</b>	<b>Total</b>
<b>Yes</b>	2,401 (70%)	140 (5%)	1,302 (22%)	3,843 (32%)
<b>No</b>	734 (22%)	2,499 (92%)	4,433 (74%)	7666 (63%)
<b>Don't know</b>	281(8%)	83 (3%)	225 (3%)	589 (5%)
<b>Total</b>	<b>3,416 (100%)</b>	<b>2,722 (100%)</b>	<b>5,960 (100%)</b>	<b>12,098 (100%)</b>

176. Most commonly, comments stressed that landlords should not incur further costs or delays when they want to sell their property and/or indicated that going to court is too time consuming or expensive, i.e. objected on the basis of the difficulties of the existing court process (26% of comments). Other comments similarly expressed the view that there should be no restrictions on selling, or that landlords should generally be able to manage their property freely (including selling) if their circumstances change (24% of comments). Some respondents also raised the view that selling a property should not have to be enforced by the court (22%).
177. There were relatively few tenant comments in response to this question (68 responses). They largely expressed concern over the reduction in tenant security or the need to take the tenant's circumstances into account (40%). Tenant responses also raised concerns over the ground being abused or that there would need to be a higher threshold for proof (26%). Some responses mentioned the need for the courts to be able to exercise discretion (25%).

**Q14: 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?**

	<b>Landlord</b>	<b>Tenant</b>	<b>Other</b>	<b>Total</b>
<b>Yes</b>	2,904 (86%)	111 (4%)	1,376 (23%)	4,391 (36%)
<b>No</b>	317 (9%)	2,593 (95%)	4,527 (75%)	7,437 (61%)
<b>Don't know</b>	167 (5%)	35 (1%)	127 (2%)	329 (3%)
<b>Total</b>	<b>3,388 (100%)</b>	<b>2,739 (100%)</b>	<b>6,030 (100%)</b>	<b>12,157 (100%)</b>

**Q15: 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?**

	<b>Landlord</b>	<b>Tenant</b>	<b>Other</b>	<b>Total</b>
<b>Yes</b>	2,996 (88%)	76 (3%)	1,377 (22%)	4,449 (36%)
<b>No</b>	353 (10%)	2,677 (97%)	4,709 (77%)	7,739 (63%)
<b>Don't know</b>	48 (1%)	12 (0%)	72 (1%)	132 (1%)
<b>Total</b>	<b>3,397 (100%)</b>	<b>2,765 (100%)</b>	<b>6,158 (100%)</b>	<b>12,320 (100%)</b>

**Q16: If you answered 'no' to question 15, should the amount of notice required be less or more than two months?**

	<b>Landlord</b>	<b>Tenant</b>	<b>Other</b>	<b>Total</b>
<b>Less than two months' notice</b>	75 (21%)	19 (1%)	56 (2%)	150 (3%)
<b>More than two months' notice</b>	218 (61%)	1,944 (92%)	2,959 (86%)	5,121 (87%)
<b>Flexible notice period</b>	56 (16%)	94 (4%)	247 (7%)	397 (7%)
<b>Don't know</b>	10 (3%)	68 (3%)	165 (5%)	243 (4%)
<b>Total</b>	<b>359 (100%)</b>	<b>2,125 (100%)</b>	<b>3,427 (100%)</b>	<b>5,911 (100%)</b>

**If flexible, should this depend on:**

*Options: Length of tenancy, Agreed in the terms of tenancy agreement or Don't know*

	<b>Landlord</b>	<b>Tenant</b>	<b>Other</b>	<b>Total</b>
<b>Length of the tenancy</b>	13 (21%)	5 (50%)	14 (35%)	32 (29%)
<b>Agreed in the terms of the tenancy agreement</b>	38 (61%)	4 (40%)	18 (45%)	60 (54%)
<b>Don't Know</b>	11 (18%)	1 (10%)	8 (20%)	20 (18%)
<b>Total</b>	<b>62 (100%)</b>	<b>10 (100%)</b>	<b>40 (100%)</b>	<b>112 (100%)</b>



**Q17: Should the ground under Schedule 2 concerned with rent arrears be revised so:**

***Q17(a) The landlord can serve a two-week notice seeking possession once the tenant has accrued two months' rent arrears.***

	Landlord	Tenant	Other	Total
<b>Yes</b>	3,094 (92%)	150 (6%)	1,555 (26%)	4,799 (40%)
<b>No</b>	201 (6%)	2,474 (91%)	4,119 (69%)	6,794 (56%)
<b>Don't know</b>	77 (2%)	89 (3%)	289 (5%)	455 (4%)
<b>Total</b>	<b>3,372 (100%)</b>	<b>2,713 (100%)</b>	<b>5,963 (100%)</b>	<b>12,048 (100%)</b>

178. Most commonly, comments argued that two months is too long, or that the rent arrears threshold should be lower than currently (30% of all respondents who left a comment, and 41% of landlords who commented). 18% of all respondents who commented, conversely, said that two weeks is too short a notice period. Tenants and 'other' respondents held this view in particular (37% and 16% respectively). Further, 14% of those who commented made reference to the issue of rent arrears in connection with benefit payments, for example due to delays. Again, tenants and 'other' respondents raised this in particular (16% and 21% respectively).
179. Whilst tenant comments remained low for this question (83 comments), a significant proportion mentioned that rent arrears may be temporary or tenants should be given the opportunity to pay these off or other instalments or that challenging circumstances should be taken into account (30%).

**Q17(b) The court must grant a possession order if the landlord can prove the tenant still has over one month's arrears outstanding by the time of the hearing.**

	Landlord	Tenant	Other	Total
<b>Yes</b>	2,993 (89%)	106 (4%)	1,400 (23%)	4,499 (37%)
<b>No</b>	251 (8%)	2,559 (94%)	4,378 (73%)	7,188 (60%)
<b>Don't know</b>	124 (4%)	58 (2%)	200 (3%)	382 (3%)
<b>Total</b>	<b>3,368 (100%)</b>	<b>2,723 (100%)</b>	<b>5,978 (100%)</b>	<b>12,069 (100%)</b>

180. The most common comment made by landlords explained that tenants should not be able to pay just before a hearing (21% of landlords). 19% of landlords also raised a concern over the court process being too long and costly. Some landlords also thought that any level of rent arrears should be a ground for possession (18%) and that court proceedings should not be necessary where there are arrears (16%).

181. 25% of 'other' respondents who commented expressed concern around the impact on arrears accrued by tenants on benefits or suggested that arrears accrued in connection with late Universal Credit payments should be exempt or handled with discretion.

**Q17(c) The court may use its discretion as to whether to grant a possession order if the arrears are under one month by this time.**

	Landlord	Tenant	Other	Total
<b>Yes</b>	2,062 (62%)	150 (5%)	1,208 (20%)	3,420 (28%)
<b>No</b>	1,054 (32%)	2,548 (93%)	4,661 (77%)	8,263 (68%)
<b>Don't know</b>	232 (7%)	55 (2%)	203 (3%)	490 (4%)
<b>Total</b>	<b>3,348 (100%)</b>	<b>2,753 (100%)</b>	<b>6,072 (100%)</b>	<b>12,173 (100%)</b>

182. Most commonly, comments expressed the view that this should be a mandatory ground or that landlords should be able to evict as soon as there are any arrears (37% of respondents who left a comment). Landlords and ‘other’ respondents held this view particularly (42% and 28% respectively). A proportion of respondents also commented that tenants should not be able to abuse the system and pay down rents (23%).

183. Whilst tenant comments remained low (52 comments), 42% of tenants who left a comment stressed that the rent arrears threshold should be higher.

***Q17(d) 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.***

	<b>Landlord</b>	<b>Tenant</b>	<b>Other</b>	<b>Total</b>
<b>Yes</b>	2,866 (86%)	148 (5%)	1,262 (21%)	4,276 (35%)
<b>No</b>	355 (11%)	2,522 (92%)	4,543 (75%)	7,420 (61%)
<b>Don't know</b>	110 (3%)	82 (3%)	265 (4%)	457 (4%)
<b>Total</b>	<b>3,331 (100%)</b>	<b>2,752 (100%)</b>	<b>6,070 (100%)</b>	<b>12,153 (100%)</b>

184. The most common comment expressed the view that three occasions are too many (47%). A proportion of respondents also thought that tenants should be penalised for regularly accruing arrears (22%).

185. A significant proportion of landlords (20%) felt that any rent arrears should lead to immediate eviction and that any discretionary element of a rent arrears ground is too uncertain from the point of view of securing possession. However, tenants and ‘other’ respondents felt the court must have discretion as to whether to grant possession (42% and 15% respectively).

**Q18: Should the Government provide guidance on how stronger clauses in tenancy agreements could make it easier to evidence ground 12 in court?**

	Landlord	Tenant	Other	Total
<b>Yes</b>	2,931(91%)	133 (72%)	1,372 (93%)	4,436 (91%)
<b>No</b>	102 (3%)	31 (17%)	48 (3%)	181 (4%)
<b>Don't know</b>	198 (6%)	22 (12%)	62 (4%)	282(6%)
<b>Total</b>	<b>3,231 (100%)</b>	<b>186 (100%)</b>	<b>1,482 (100%)</b>	<b>4,899 (100%)</b>

**Q19: As a landlord, what sorts of tenant behaviour are you concerned with? (Tick all that apply)<sup>6</sup>**

	Landlord	Other	Total
<b>Nuisance (such as parties or loud music)</b>	3,064 (94%)	1,324 (92%)	4,388 (94%)
<b>Vandalism (such as graffiti)</b>	2,666 (82%)	1,150 (80%)	3,816 (81%)
<b>Environmental damage (such as littering or fly-tipping)</b>	2,618 (80%)	1,149 (80%)	3,767 (80%)
<b>Uncontrolled animals</b>	2,569 (79%)	1,146 (80%)	3,715 (79%)
<b>Don't know</b>	73 (2%)	74 (5%)	147 (3%)
<b>Other (please specify)</b>	1356 (42%)	580 (40%)	1,936 (41%)

<sup>6</sup> Percentages for this question were calculated as a proportion of the total number of respondents (broken down by type) who selected at least one kind of behaviour they were concerned with. Percentages for different answers do not total 100%, as respondents could select more than one option.

186. The most common comment which specified other kinds of behaviour landlords were concerned with, pointed to abusive, aggressive, intimidating or violent behaviour towards other tenants, neighbours or the landlord or causing conflict with them (32%). This was followed by concerns about illegal drug use (25%) and damage or neglect of the property, including not reporting repairs (24%).

**Q20: Have you ever used ground 7A in relation to a tenant's anti-social behaviour?**

	<b>Landlord</b>	<b>Other</b>	<b>Total</b>
<b>Yes</b>	165 (5%)	118 (8%)	283 (6%)
<b>No</b>	3,010 (93%)	1,151 (82%)	4,161 (89%)
<b>Don't know</b>	74 (2%)	133 (10%)	207 (4%)
<b>Total</b>	<b>3,249 (100%)</b>	<b>1,402 (100%)</b>	<b>4,651 (100%)</b>

187. Overall, almost all landlords (93%) and 'other' respondents (82%) stated they had never used ground 7A in relation to tenant anti-social behaviour. The main explanations landlords gave were that they had never needed to use this ground (43%) or that they had used Section 21 instead (19%).

188. Most housing associations had however used ground 7A (67% of 52 respondents), as had the small number of local authorities discharging their duties under the Housing Act 1996 who answered this question (60% of 5 respondents).

**Q21: Do you think the current evidential threshold for ground 7A is effective in securing possession?**

	<b>Landlord</b>	<b>Tenant</b>	<b>Other</b>	<b>Total</b>
<b>Yes</b>	337 (11%)	23 (15%)	149 (11%)	509 (11%)
<b>No</b>	1,077 (34%)	23 (15%)	650 (47%)	1,750 (37%)
<b>Don't know</b>	1,786 (56%)	103 (69%)	582 (42%)	2,471 (52%)
<b>Total</b>	<b>3,200 (100%)</b>	<b>149 (100%)</b>	<b>1,381 (100%)</b>	<b>4,730 (100%)</b>

189. Most respondents (52%) answered 'don't know' to the question of whether the current evidential threshold for ground 7A is effective in securing possession. This was the most common response across all respondent groups, though a significant proportion of landlords (34%) and 'other' respondents (47%) said they did not think that the current evidential threshold is effective at securing possession. Few respondents in any group answered 'yes' to the question.
190. Most commonly, respondents said either that they did not have experience of using ground 7A on which to assess its effectiveness (26%) or commented to reiterate that it was difficult to evidence the ground, for instance because neighbours were afraid to complain (26%).
191. Housing associations and local authorities were much more likely to respond that they did think the current evidential threshold for ground 7A was effective in securing possession, with 57% (of 49 housing associations) and 50% (of six local authorities discharging their duties under the Housing Act 1996) answering yes respectively.

**Q22: Have you ever used ground 14 in relation to a tenant's anti-social behaviour?**

	<b>Landlord</b>	<b>Other</b>	<b>Total</b>
<b>Yes</b>	164 (5%)	144 (11%)	<b>308 (7%)</b>
<b>No</b>	2,923 (92%)	1,080 (79%)	<b>4,003 (88%)</b>
<b>Don't know</b>	94 (3%)	149 (11%)	<b>243 (5%)</b>
<b>Total</b>	<b>3,181 (100%)</b>	<b>1,373 (100%)</b>	<b>4,554 (100%)</b>

192. Most landlords (92%) said they had never used ground 14 in relation to a tenant's anti-social behaviour. However, most housing associations (78%) and providers of supported housing (56%) said they had used the ground.

193. The main explanation landlords gave was that they had never needed to use ground 14 to evict a tenant (28%). Other landlord comments stated that Section 21 was more effective, easier, cheaper or quicker (16%); and that ground 14 was unlikely to be successful, was unreliable, or slow (13%).

**Q23: Do you think the current evidential threshold for ground 14 is effective in securing possession?**

	<b>Landlord</b>	<b>Tenant</b>	<b>Other</b>	<b>Total</b>
<b>Yes</b>	324 (10%)	22 (15%)	159 (11%)	<b>505 (11%)</b>
<b>No</b>	1,026 (32%)	20 (13%)	638 (46%)	<b>1,684 (35%)</b>
<b>Don't know</b>	1,868 (58%)	108 (72%)	590 (43%)	<b>2,566 (54%)</b>
<b>Total</b>	<b>3,218 (100%)</b>	<b>150 (100%)</b>	<b>1,387 (100%)</b>	<b>4,755 (100%)</b>

194. Similarly to responses to question 21 on ground 7A most respondents said they did not know if the current evidential threshold for ground 14 is effective in

securing possession (54%). Around a third of landlords (32%) and almost half of 'other' respondents (46%) responded 'no'. However, landlords who identified as housing associations and local authorities discharging their duties under the Housing Act 1996 were more likely to respond 'yes' (44% of 52 and 50% of six respectively).

195. The most common explanation by landlords reiterated that the burden of proof was too high or referred to issues in providing evidence (29%). Other landlord comments said that the supporting tenants or witnesses can be reluctant to get involved in proceedings (12%), that using the ground was too time consuming (16%) and that the courts tend to favour tenants which makes the ground ineffective (14%).

**Q24: Should this new [domestic abuse] ground apply to all types of rented accommodation, including the Private Rented Sector?**

	<b>Landlord</b>	<b>Tenant</b>	<b>Other</b>	<b>Total</b>
<b>Yes</b>	1,698 (53%)	154 (83%)	1,142 (78%)	<b>2,994 (62%)</b>
<b>No</b>	722 (23%)	14 (8%)	155 (11%)	<b>891 (18%)</b>
<b>Don't know</b>	773 (24%)	17 (9%)	167 (11%)	<b>957 (20%)</b>
<b>Total</b>	<b>3,193 (100%)</b>	<b>185 (100%)</b>	<b>1,464 (100%)</b>	<b>4,842 (100%)</b>

196. Landlords who identified as housing associations (77% of 51), local authorities discharging their duties under the Housing Act 1996 (90% of ten respondents), providers of supported accommodation (90% of ten respondents) and 'other' kinds of landlord (74% of 8 respondents) were more likely to respond 'yes'.

197. 40% of respondents stated that private landlords should not have this responsibility placed on them. Other responses included comments that landlords do not have the training or resources to deal with these issues (14% of landlords and 17% of 'other' respondents), and that there could be rent affordability issues for the remaining tenant (19% of landlords and 17% of 'other' respondents).



**Q25: Should a landlord be able to only evict a tenant who has perpetrated domestic abuse, rather than the whole household?**

	<b>Landlord</b>	<b>Tenant</b>	<b>Other</b>	<b>Total</b>
<b>Yes</b>	1,782 (56%)	147 (79%)	1,023 (70%)	<b>2,952 (61%)</b>
<b>No</b>	772 (24%)	21 (11%)	276 (19%)	<b>1,069 (22%)</b>
<b>Don't know</b>	633 (20%)	17 (9%)	158 (11%)	<b>808 (17%)</b>
<b>Total</b>	<b>3,187 (100%)</b>	<b>185 (100%)</b>	<b>1,457 (100%)</b>	<b>4,829 (100%)</b>

198. Common comments provided by respondents said that this could lead to rent affordability issues for the remaining tenant (26% of landlords and 28% of others), and that it would not be appropriate for private landlords to be responsible for domestic abuse issues (23% of landlords and 18% of others).

**Q26: In the event of an abusive partner threatening to terminate a tenancy, should additional provisions protect the victim's tenancy rights?**

	<b>Landlord</b>	<b>Tenant</b>	<b>Other</b>	<b>Total</b>
<b>Yes</b>	1,628 (51%)	155 (84%)	1,067 (73%)	<b>2,850 (59%)</b>
<b>No</b>	730 (23%)	12 (6%)	189 (13%)	<b>931 (19%)</b>
<b>Don't know</b>	817 (26%)	18 (10%)	199 (14%)	<b>1,034 (22%)</b>
<b>Total</b>	<b>3,175 (100%)</b>	<b>185 (100%)</b>	<b>1,455 (100%)</b>	<b>4,815 (100%)</b>

199. Many respondents commented that it is not appropriate for private landlords to be responsible for domestic abuse issues (30% of landlords and 20% of 'other' respondents). Other comments included that this could cause rent affordability issues for the remaining tenant and that some landlords would not let to tenants on benefits (27% of landlords and 19% of 'others').

**Q27: 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?**

	<b>Landlord</b>	<b>Tenant</b>	<b>Other</b>	<b>Total</b>
<b>Yes</b>	2,085 (66%)	159 (86%)	1,122 (78%)	<b>3,366 (70%)</b>
<b>No</b>	368 (12%)	6 (3%)	151 (10%)	<b>525 (11%)</b>
<b>Don't know</b>	715 (23%)	21 (11%)	173 (12%)	<b>909 (19%)</b>
<b>Total</b>	<b>3,168 (100%)</b>	<b>186 (100%)</b>	<b>1,446 (100%)</b>	<b>4,800 (100%)</b>

200. Common comments left by respondents mentioned that this could cause rent affordability issues for the remaining tenant (24% of landlords and 24% of others), and that it is not appropriate for private landlords to be responsible for domestic abuse issues (22% of landlords and 10% of others).

**Q28: Would you support amending ground 13 to allow a landlord to gain possession where a tenant prevents them from maintaining legal safety standards?**

	<b>Landlord</b>	<b>Tenant</b>	<b>Other</b>	<b>Total</b>
<b>Yes</b>	3,112 (98%)	128 (69%)	1,386 (95%)	<b>4,626 (96%)</b>
<b>No</b>	38 (1%)	37 (20%)	44 (3%)	<b>119 (3%)</b>
<b>Don't know</b>	41 (1%)	21 (11%)	30 (2%)	<b>92 (2%)</b>
<b>Total</b>	<b>3,191 (100%)</b>	<b>186 (100%)</b>	<b>1,460 (100%)</b>	<b>4,837 (100%)</b>

201. The most common comment left by respondents was that this amendment could be open to abuse by landlords (58% of tenant comments and 15% of others' comments).

**Q29: Which of the following could be disposed of without a hearing? (tick all that apply)**

	<b>Landlord</b>	<b>Tenant</b>	<b>Other</b>	<b>Total</b>
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.	2,705 (87%)	53 (33%)	1,091 (78%)	<b>3,849</b> <b>(82%)</b>
2. Prior notice has been given that the mortgage lender may wish to repossess the property.	2,400 (77%)	71 (44%)	1,093 (78%)	<b>3,564</b> <b>(76%)</b>
3. Prior notice has been given that the property is occupied as a holiday let for a set period.	1,826 (59%)	71 (44%)	904 (64%)	<b>2,801</b> <b>(60%)</b>
4. Prior notice has been given the property belongs to an educational establishment and let for a set period.	1,545 (50%)	81 (50%)	877 (62%)	<b>2,503</b> <b>(53%)</b>
5. Prior notice has been given to a resident minister that the property may be required by another minister of religion.	1,387 (45%)	70 (43%)	814 (58%)	<b>2,271</b> <b>(48%)</b>
6. Reconstruction, demolition or other works need to be carried out, but cannot go ahead with the tenant in situ.	2,533 (85%)	72 (44%)	1,042 (74%)	<b>3,647</b> <b>(78%)</b>
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.	2,540 (81%)	74 (45%)	1,075 (77%)	<b>3,689</b> <b>(79%)</b>
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.	2,759 (88%)	111 (68%)	1,126 (80%)	<b>3,996</b> <b>(85%)</b>
7B. A tenant or occupant has been disqualified from occupying the property due to their immigration status.	2,583 (83%)	71 (44%)	1,101 (78%)	<b>3,755</b> <b>(80%)</b>
8. The tenant has significant rent arrears.	2,804 (90%)	78 (48%)	1,134 (81%)	<b>4,016</b> <b>(86%)</b>
New. The landlord wishes to sell the property.	2,721 (87%)	39 (24%)	1,061 (76%)	<b>3,821</b> <b>(82%)</b>
Don't know	202 (6%)	19 (12%)	110 (8%)	<b>331</b> <b>(7%)</b>

**\*Percentages for this question were calculated as a proportion of the total number of respondents (broken down by type) who selected at least one ground that could be disposed of without a hearing. Percentages for different answers do not total 100%, as respondents could select more than one option.**

202. A low number of tenants responded to this question. Of those who did respond, they most often supported accelerated possession (i.e. no hearing) where prior notice had been given that the property belongs to an educational establishment and let for a set period (50%), or where there have been incidents of serious anti-social behaviour (68%).

**Q30: Should ground 4 be widened to include any landlord who lets to students who attend an educational institution?**

	Landlord	Tenant	Other	Total
<b>Yes</b>	1,779 (57%)	69 (38%)	957 (67%)	<b>2,805 (59%)</b>
<b>No</b>	242 (8%)	66 (36%)	166 (12%)	<b>474 (10%)</b>
<b>Don't know</b>	1,096 (35%)	47 (26%)	304 (21%)	<b>1,447 (31%)</b>
<b>Total</b>	<b>3,117 (100%)</b>	<b>182 (100%)</b>	<b>1,427 (100%)</b>	<b>4,726 (100%)</b>

203. The most common comments left by respondents included that there was a need for student accommodation to be treated separately or warned that the removal of Section 21 would conflict with the student accommodation business model (20% of landlord comments and 21% of 'other' comments). However, comments also mentioned that students should have the same rights as other tenants in the new system (55% of tenant comments, 15% of landlord comments and 28% of 'other' comments).

**Q31: Do you think that lettings below a certain length of time should be exempted from the new tenancy framework?**

	Landlord	Tenant	Other	Total
<b>Yes</b>	2,272 (73%)	90 (50%)	966 (68%)	<b>3,328 (71%)</b>
<b>No</b>	378 (12%)	60 (33%)	307 (22%)	<b>745 (16%)</b>
<b>Don't know</b>	467 (15%)	32 (18%)	146 (10%)	<b>645 (14%)</b>
<b>Total</b>	<b>3,117 (100%)</b>	<b>182 (100%)</b>	<b>1,419 (100%)</b>	<b>4,718 (100%)</b>

204. Most landlords (73%), most other respondents (68%) and half of tenants (50%) thought that lettings below a certain length of time should be exempted from the new tenancy framework.

205. Most respondents commented that the new framework should apply to tenancies of six months or longer (42% of landlords, 28% of tenants, and 35% of other respondents who left a comment). The next most common threshold cited was tenancies of three months or more (17% of landlords, 22% of tenants and 32% of other respondents who left a comment).

**Q32: 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?**

	<b>Landlord</b>	<b>Tenant</b>	<b>Other</b>	<b>Total</b>
<b>Yes</b>	1,025 (33%)	47 (26%)	594 (43%)	<b>1,666 (36%)</b>
<b>No</b>	652 (21%)	85 (47%)	306 (22%)	<b>1,043 (23%)</b>
<b>Don't know</b>	1,401 (46%)	49 (27%)	482 (35%)	<b>1,932 (42%)</b>
<b>Total</b>	<b>3,078 (100%)</b>	<b>181 (100%)</b>	<b>1,382 (100%)</b>	<b>4,641 (100%)</b>

206. The most common comment left by respondents said that religious landlords should be treated the same as other landlords, and not receive special treatment (58% of landlord comments, 41% of tenant comments and 50% of 'other' respondents' comments). Other common comments stressed the impact on tenants' security and the unfairness on tenants of such a provision (14% of landlord comments, 32% of tenant comments and 20% of 'other' respondents' comments).

**Q33: 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?**

	Landlord	Tenant	Other	Total
<b>Yes</b>	1,273 (42%)	46 (26%)	767 (56%)	<b>2,086 (45%)</b>
<b>No</b>	126 (4%)	37 (21%)	83 (6%)	<b>246 (5%)</b>
<b>Don't know</b>	1,663 (54%)	97 (54%)	522 (38%)	<b>2,282 (50%)</b>
<b>Total</b>	<b>3,062 (100%)</b>	<b>180 (100%)</b>	<b>1,372 (100%)</b>	<b>4,614 (100%)</b>

207. A common comment amongst respondents said that this type of tenancy should be treated no differently from others (16% of landlords', 8% of tenants' and 13% of others' comments). Other comments highlighted that there should be prior notice that this might happen (5% of landlords' and 6% of others' comments).

**Q34: 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)?**

	Landlord	Tenant	Other	Total
<b>Yes</b>	1,433 (47%)	55 (31%)	824 (60%)	<b>2,312 (50%)</b>
<b>No</b>	111 (4%)	33 (18%)	64 (5%)	<b>208 (5%)</b>
<b>Don't know</b>	1,515 (50%)	92 (51%)	479 (35%)	<b>2,086 (45%)</b>
<b>Total</b>	<b>3,059 (100%)</b>	<b>180 (100%)</b>	<b>1,367 (100%)</b>	<b>4,606 (100%)</b>

208. A common comment made by landlords explained an objection to this ground on the basis that it should be available for all landlords to use (20% of landlords who left a comment). Other comments stated that a mandatory ground of this nature would reduce the security of tenure for tenants, and that all tenants should be treated fairly (19% of landlords', 29% of tenants' and 15% of others' comments).

**Q35: Are there any other issues which the Government may need to consider in respect of agricultural tenancies?**

209. Overall, there was a low number of responses from landlords (679), tenants (37) and ‘other’ respondents (455) for this question. Most respondents said that they did not know if there were any other issues that the Government may need to consider in respect of agricultural tenancies (45% of landlords, 43% of tenants and 22% of others). Other common comments stated that there were no other issues (16% of landlords, 16% of tenants and 11% of others) and some said that the current system works well (3% of landlords and 2% of others).
210. A number of the responses said that the Government should consider that the proposals could limit or restrict the options of agricultural landlords (37% of others and 4% of landlords). Other issues raised were that the landlord’s circumstances may change and that they should be allowed to evict tenants in reflection of this (3% of all respondents). Some commented that agricultural tenancies should be tied to the job and that there is a need to maintain the supply of tenancies in remote locations (3% of all respondents). Respondents also said that the Government should consider any conflicts that the proposals for agricultural tenancies may have with planning permissions (2% of all respondents).
211. Further issues raised concerned a need to be fair to the tenant and to take into consideration factors such as their length of service, age, health and children (2% of all respondents); the need for longer notice periods based on occupancy length and the involvement of the tenant farmer (1% of all respondents); and seasonal considerations (2% of all respondents).

**Q36: Are there any other circumstances where the existing or proposed grounds for possession would not be an appropriate substitute for Section 21?**

	<b>Landlord</b>	<b>Tenant</b>	<b>Other</b>	<b>Total</b>
<b>Yes</b>	957 (31%)	1,608 (62%)	3,110 (55%)	<b>5,675 (50%)</b>
<b>No</b>	301 (10%)	278 (11%)	640 (11%)	<b>1219 (11%)</b>
<b>Don't know</b>	1,848 (60%)	725 (28%)	1,948 (34%)	<b>4,521 (40%)</b>
<b>Total</b>	<b>3,106 (100%)</b>	<b>2,611 (100%)</b>	<b>5,698 (100%)</b>	<b>11,415 (100%)</b>

212. The most common comment left by landlords and others was a general comment disagreeing with the removal of Section 21 or the proposals (19% and 11% respectively).
213. Many comments expressed the need for grounds for possession to account for various kinds of change in landlord circumstance, including changes in the operation of their letting as a business (31% of all comments) – for instance: where it was no longer economic to let the property; where the landlord wanted to redevelop the property; where the landlord’s agent insisted on a change of tenants or where the landlord want to change the terms of the tenancy agreement.
214. The majority of the specific landlord circumstances mentioned in the comments would be accounted for by grounds proposed in the consultation, including a landlord or a family member wishing to move back in or the landlord wanting to sell the property.
215. Some comments simply gave more detail as to when these grounds would be needed: for instance where a landlord was returning from living abroad and wished to move in; where a member of the landlord is a member of the armed forces and their deployment has ended; where the landlord had died and sale of the property was needed as part of probate; where the landlord needed the proceeds of sale to pay for care; or where the landlord was in poor health and could no longer manage a tenancy.
216. A common circumstance raised by landlords and others stated a breakdown in the landlord-tenant relationship, including where tenants were obstructive to the management of the property or tenancy (8% and 8% respectively).
217. Other circumstances mentioned included where a tenant wished to leave a joint tenancy, where there was a need to evict a problematic tenant in a house of multiple occupation to maintain the tenancy generally, where a tenant had breached the tenancy agreement or the landlord’s own lease, mortgage agreement, insurance policy or licence. In the case of social tenants, the need to evict where a property no longer matched the tenant’s housing need, or they were no longer eligible was raised.



## Wider Impact

### Q44: Are there any other impacts on your business or organisation the Government should consider when finalising its policy?

218. Almost all responses to this question were from landlords and 'other' respondents. 40% of respondents indicated general disagreement with the proposal to remove Section 21, and 33% of respondents stated that landlords would leave the market or there would be reduced investment in the sector. 30% of responses cited issues with the courts; mainly that the courts needed to be improved as the current system takes too long and or is too costly.

219. Notably, 10% of landlords who responded said there would be increased costs for landlords, and 9% said there had already been financial impacts on landlords due to government interventions, such as, the Tenant Fees Act, tax changes and increased regulation.

### Q45: Do you think these proposals will have an impact on homelessness?

	Landlord	Tenant	Other	Total
Yes	1,516 (50%)	122 (67%)	909 (65%)	<b>2,547 (55%)</b>
No	981 (32%)	37 (20%)	347 (25%)	<b>1,365 (29%)</b>
Don't know	564 (18%)	23 (13%)	151 (11%)	<b>738 (16%)</b>
Total	<b>3,061 (100%)</b>	<b>182 (100%)</b>	<b>1,407 (100%)</b>	<b>4,650 (100%)</b>

220. Most landlord comments (57% of landlord comments) expressed the view that the proposals would lead to more landlords exiting the Private Rented Sector or fewer landlords entering the market, which would reduce the supply of privately rented property. Other landlord comments indicated that they would become more selective of the tenants they choose (23% of landlord comments). These factors could therefore result in increased homelessness.

221. In contrast, tenants often cited the fact the end of an Assured Shorthold Tenancy is a leading reason for homelessness (19% of tenant comments). They also stated that the proposals would provide more stability and protection for tenants (19%).

**Q46: Do you think these proposals will have an impact on local authority duties to help prevent and relieve homelessness?**

	<b>Landlord</b>	<b>Tenant</b>	<b>Other</b>	<b>Total</b>
<b>Yes</b>	1,245 (41%)	91 (50%)	826 (60%)	<b>2,162 (47%)</b>
<b>No</b>	927 (31%)	43 (24%)	340 (25%)	<b>1,310 (29%)</b>
<b>Don't know</b>	868 (29%)	47 (26%)	210 (15%)	<b>1,125 (25%)</b>
<b>Total</b>	<b>3,040 (100%)</b>	<b>181 (100%)</b>	<b>1,376 (100%)</b>	<b>4,597 (100%)</b>

222. More respondents said that they thought the proposals would have an impact on local authority duties to help prevent and relieve homelessness than not (41% of landlords, 50% of tenants, and 60% of other respondents. However, a high proportion of landlords and tenants responded to say they did not know (29% and 26% respectively).

223. The most common comments left by respondents described the proposals having a negative impact. They stated that there would be a higher demand for social housing and temporary accommodation, and increased costs due to more private rented tenants becoming homeless (40% of landlord, 24% of tenant and 52% of 'other' respondents' comments). Some landlords specifically commented that there would be less private rented stock available for local authorities to use when housing people as landlords will leave the sector (37%).

224. However, the most common tenant comments suggested that the pressure on local authorities would be reduced, with fewer people becoming homeless through the increased security offered by the abolition of Section 21 (30% of tenant comments and 8% of others' comments).

**Q47: Do you think the proposals will impact landlord decisions when choosing new tenants?**

	<b>Landlord</b>	<b>Tenant</b>	<b>Other</b>	<b>Total</b>
<b>Yes</b>	2,797 (92%)	115 (65%)	1,258 (90%)	<b>4,170 (90%)</b>
<b>No</b>	90 (3%)	23 (13%)	59 (4%)	<b>172 (4%)</b>
<b>Don't know</b>	159 (5%)	39 (22%)	76 (6%)	<b>274 (6%)</b>
<b>Total</b>	<b>3,046 (100%)</b>	<b>177 (100%)</b>	<b>1,393 (100%)</b>	<b>4,616 (100%)</b>

225. The most common comment made by landlords (40%), tenants (31%) and 'other' respondents (38%) was that landlords would likely be more selective on who they choose as a tenant or less likely to take risks when selecting a tenant. Some landlords commented that they thought proposals would mean landlords will not let or be less likely to let to certain prospective tenant groups, such as those in receipt of benefits (9%), those who are unemployed (5%), vulnerable (5%), lower income (4%) and families with children (3%).

226. The second most common explanation by landlords (23%), tenants (18%) and 'other' respondents (17%) was that proposals would lead to landlords taking extra care or increasing vetting and referencing when choosing a tenant.

**Q48: 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?**

227. Many respondents who answered this question said they did not 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 (45% of all respondents). Some respondents said that they did not know (10% of all respondents), or that they did not think this question was applicable (5% of all respondents). Therefore, responses where a more substantive answer was provided for this question were in the minority. This could in part indicate a lack of awareness of these issues for some respondents.

228. 11% of respondents who commented on this question mentioned a specific protected characteristic and felt that proposals would have an impact on these group(s) that would be negative. In around half these comments respondents specifically mentioned there would be less chance of these group(s) gaining a tenancy or landlord offering them a tenancy.

229. 11% and 8% of respondents who commented on this question specifically mentioned the protected characteristics of people with disabilities or older people (covered by the protected characteristic of age) respectively. Often,

respondents explicitly linked the problem of access for these groups to lower incomes or receipt of benefits.

**Q49: If any such impact is negative, is there anything that could be done to mitigate it?**

230. A high proportion of respondents who commented on this question either did not know if there was anything that could be done to mitigate negative impacts (23%) or answered that this was not applicable (18%).

231. The most common suggestions respondents made to mitigate negative impacts was to improve and simplify legislation and processes (15%) and improve the court system to make possession processes quicker (15%).

232. This was closely followed by respondents who suggested investing in services, this included: homelessness prevention and care support services, legal advice and advocacy services, financial incentives for landlords and increased welfare provision for tenants (14%).

**Q50: Do you agree that the new law should be commenced six months after it receives Royal Assent?**

	<b>Landlord</b>	<b>Tenant</b>	<b>Other</b>	<b>Total</b>
<b>Yes</b>	985 (32%)	115 (4%)	660 (11%)	<b>1,760 (15%)</b>
<b>No</b>	1,493 (49%)	2,557 (93%)	4,891 (83%)	<b>8,941 (76%)</b>
<b>Don't know</b>	575 (19%)	65 (2%)	370 (6%)	<b>1,010 (9%)</b>
<b>Total</b>	<b>3,053 (100%)</b>	<b>2,737 (100%)</b>	<b>5,921 (100%)</b>	<b>11,711 (100%)</b>

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

	<b>Landlord</b>	<b>Tenant</b>	<b>Other</b>	<b>Total</b>
<b>No transition period</b>	37 (3%)	56 (59%)	34 (5%)	<b>127 (6%)</b>
<b>Three months</b>	12 (1%)	8 (8%)	14 (2%)	<b>34 (2%)</b>
<b>Twelve months</b>	1,225 (85%)	25 (26%)	613 (85%)	<b>1,863 (83%)</b>
<b>Don't know</b>	167 (12%)	6 (6%)	64 (9%)	<b>237 (11%)</b>
<b>Total</b>	<b>1,441 (100%)</b>	<b>95 (100%)</b>	<b>725 (100%)</b>	<b>2,261 (100%)</b>

## **Additional comments from respondents using Shelter's platform**

233. Respondents who answered Shelter's condensed version of the consultation were given the opportunity to provide an additional comment in a free-text box. Shelter asked respondents "Have you been affected by no-fault evictions or insecure tenancies? Let them know your experience'. The majority of respondents to this question were tenants (815 of 1615) or 'other' respondents (762 of 1615); only a small number were landlords (38 of 1615).
234. A significant proportion of respondents who left a comment here provided a personal testimony of eviction or insecure tenancy or stated they knew others who had experienced this (45% of tenants and 39% of others). 18% of tenants and 38% of 'other' respondents said they had no experience of evictions or insecure tenancies.
235. A common theme in tenants' and 'other' respondents' comments was concern and stress about feeling insecure in their property or their landlord evicting them (27% and 11% respectively). Tenants with children under age 18 living with them and students at Higher Educational Institutions were more likely to have this concern (31% and 35% respectively).
236. The next most common kind of tenant comment expressed concern around not being able to find onward accommodation in the Private Rented Sector, stated they had to go into temporary or emergency accommodation or that they had experienced homelessness or the risk of it as a result of eviction (14%). Tenants in receipt of housing benefit or the housing element of Universal Credit, as well as those with children under the age of 18 living with them and students at a Higher Educational Institutions were slightly more likely to make a comment like this (15%, 17% and 26% respectively).
237. Some tenant comments talked about the reason given for their eviction in the free-text box; the most commonly mentioned of these was the landlord wanting to sell the property (13% of all tenants who left a comment mentioned this).
238. A handful of respondents also left comments explaining they had experienced eviction or an insecure tenancy in retaliation to complaining or for threatening to complain (7% of tenants who left a comment).