

## **Landlord and Tenant Law: Changes and Impacts of the Proposed Renters' Rights Bill – Part 1**

[Nick Coffey]

Hello and welcome to this latest episode of TW Law Talk from Taylor Walton Solicitors. I'm Nick Coffey, and today I've got a very full house here in Taylor Walton's Saint Albans offices as we explore a topic which will affect so many people, whether they're landlords or tenants. Today we're looking at the much talked about 'renters rights bill'. What does it mean for landlords and tenants alike, and how will it potentially change the landscape of the residential lettings sector? Are the changes as wide reaching as we may have been led to believe, or is the devil in the detail and much will actually stay the same? We're going to split this subject into two parts. Coming up in this episode, we'll go into the bill in detail as it stands today, as of the 12th of November. That will take in the key changes - abolition of Section 21, abolition of fixed terms and the changes for the Grounds for possession. In the follow up episode, we'll look at the range of other measures coming in, including criminal charges, landlord database, rent increases and housing standards. A Lot for us to get through. Joining me today is James Carpenter, partner at Taylor Walton and Head of Commercial Litigation. James, hello. And we're delighted to welcome two barristers from 42 BR who both have significant expertise in this field. Iris Ferber KC and Michael Grant. Hello to both of you. Thank you very much for taking the time to to come and join us here in Saint Albans today. Let's start almost, James, at the very beginning. There was a Renters Reform Bill that's now become the Renters Rights Bill. Why the change and what are the key differences between the two versions?

[James Carpenter]

Well, Nick, we had the Renters Reform Bill previously introduced back in May 2023. Unfortunately, it never made its way fully through Parliament before the General Election was called in May 2024.

[Nick Coffey]

Didn't make it through the wash up!

[James Carpenter]

Didn't make it through the wash up at all. We then had the election, but within a couple of months of the election result being known, we now have the Renter's Rights Bill, which was introduced to Parliament in September. In your introduction, you asked whether the devil's in the detail, whether things are going to stay the same. And this is a spoiler alert. Things are not staying the same.

There are quite a few changes to come. And that is why I am joined by Michael and Iris today. Really to take you through some of the key changes.

[Iris Ferber]

Thank you. James, I'm going to tell you a bit about fixed terms, and then Michael's going to say something about Section 21, the thing that landlords are particularly worried about, I think. But before we get to Section 21, let's talk a little bit about fixed terms. What's a fixed term? You know what it is. It's when you enter into a tenancy and it's a 12-month tenancy or it's a six-month tenancy and you, the landlord, know that you have the security of a contract for a particular length of time with a particular amount of rent payable, and the tenant can't change that rent., can't change the term of that that contract. Tenants also love or have loved in the past fixed terms because they know that they are they are in that property for at least six months or for at least 12 months. That's in our system.,that's what it tends to be either, 6 or 12 months. They have the security of knowing that their rent isn't going to change in that time, and they've got a definite amount of time in that property. So that's what fixed terms used to look like. And currently do still look like. That is going to change. There is an abolition, a wholesale abolition proposed in the Renters Reform Bill of the idea of any sort of a fixed term at all.

[Nick Coffey]

Why?

[Iris Ferber]

Well, clue's in the name -Renters Rights Bill. Right? The idea is, I think, that it is perceived that tenants don't benefit from fixed terms, and landlords get too much benefit from fixed terms, and that a better system is to increase tenants' rights to avoid eviction and make it more difficult for landlords to get eviction. And as we'll find out, because as you said before, the devil is in the detail, actually, although there is not going to be a fixed term anymore, there are all sorts of much more complex rules that replace the fixed term that effectively stop landlords from, in fact, from evicting tenants in the early stages of their tenancy.

[Nick Coffey]:

And I guess without pre-empting what all three of you are going to say, for me going forward through this episode, and indeed the follow up, will be to understand whether these new rules benefit landlords or tenants or both, because reading between the lines of what you're saying, there's perhaps a little shift in power here.

[Iris Ferber]

There absolutely is. Mostly, I'm going to say 90% of the changes being proposed are to improve tenants' rights. And then there are a small but important number of rights which are either equally good for landlords or in fact, really good for landlords. And we'll come to some of that detail. But before I pass the baton to Michael to talk to you about Section 21, I want to highlight something that is a sort of geeky lawyers point, but is actually quite a nice one. Have you ever come across a tenancy that is quarterly?

[Nick Coffey]

No.

[Iris Ferber]

Okay. Well, we're used to four different types of tenancy when we're talking about periods of the tenancy - weekly tenancies, monthly tenancies, quarterly tenancies and annual tenancies. And the last two are vanishingly rare. But in principle they can exist. Well, what the new Clause One of the bill, the very first clause of the bill, says is firstly that and it's done by using the rental period of the tenancy. So just rewinding ever so slightly, what's the period of the tenancy? Is it weekly, monthly, quarterly or annual? And there's when is rent paid? And those are not necessarily the same thing, though normally one follows the other. Clause One of this bill says that from now on, the the rental period must automatically be the same thing as the period of the tenancy.

[Nick Coffey]

I have a friend who was just going through a divorce and if I'm not mistaken, paid a year up front. Is that now going to be no longer allowed?

[James Carpenter]

So I believe as matters currently stand, there's a little bit of ambiguity in the drafting, but the intention, as I understand it, is to remove up front rent payments or at least

limit them perhaps to one month and no more than that. We'll see. You have to see how that comes out in the wash.

[Michael Grant]

Just to add on about readdressing the balance, I think the reason for the implementation of this new bill as Iris touched upon, it's to readdress the balance of rights in the rental sector, particularly towards that of the tenants. Now, one thing I do come across a lot are property related companies, so companies that rely on the rental income of numerous properties to justify their income. So, what they do is they'd have projected incomes based upon rental value. The way they would quantify that prior to the implementation of this new act, if it's going to be given royal ascent, is they would quantify how many tenancies they've got. They'd have a definitive period of time for fixed terms, and they would have almost pretty much a crystallised sum that they would project by way of income. So, they would be able to raise finance based upon that sum.

[Iris Ferber]

That certainty of having that amount of money coming in for that fixed term.

[Michael Grant]

Exactly. Now, because of the scrapping fixed terms, and it's going to be periodic, and the tenant has the right to terminate by service of a notice to quit, that might cause shockwaves among property related companies moving forward.

[Nick Coffey]

Talk to me about Section 21, these no-fault evictions. Am I right in saying that this is it? If this bill goes through, they will no longer exist.

[Iris Ferber]

Before we go there, we need to just touch on one final thing in relation to these rents, which is probably where I should have started. Which is, from the time this bill becomes law, the only type of tenancy that will be allowed will be either a monthly tenancy or a weekly tenancy. No more quarterly tenancies, no more annual tenancies. Whether that affects a particularly large number of real tenancies in the real world is another question because I think they were vanishingly rare. But from now on that won't be allowed, and there is a mind-boggling formula for how to convert a quarterly or annual tenancy into a weekly or monthly tenancy.

[Nick Coffey]

Slightly nervous at the thought of any mind-boggling formula. Let's look at this question of no-fault evictions. Section 21, am I right in saying that that this is it, that they can no longer exist if this bill goes through?

[Michael Grant]

If this bill goes through? Yes. Section 21 will be abolished because Section 21 is only reserved for shorthold tenancies. They're scrapping fixed terms. No more short holds. Section 21 will no longer be available.

There also, I know that there's a common phrase, no fault eviction. I'm being a bit pedantic when I say this. And forgive me-

[Iris Ferber]

We're all lawyers here.

[Michael Grant]

We're all lawyers.

[Nick Coffey]

Well, some of us are. I'm just. I'm just trying to keep you all in check. So go on, be pedantic.

[Michael Grant]

I think technically it should really be called no reason evictions, because Section 21 does not require a reason before being relied upon. Whereas under Section Eight, so the Grounds under schedule two of the Housing Act, you have to have reasons. But there are no faults within certain Grounds. So certain Grounds do not require fault for the implementation or reliance.

[Nick Coffey]

But they can still happen.

[James Carpenter]

I think we just need to be fair here as well.

Section 21 has been under scrutiny for many years. The Deregulation Act 2015 introduced quite significant practical changes to the Section 21 route. The Renters

Reform Bill was trailed and indeed included provisions that would have seen the removal of Section 21. So, this has been coming down the line. There is a perception that it is a route that landlords in particular have used and abused, perhaps more anecdotally than what I've seen passing through our files, but nonetheless that that's the perception. There has clearly been a move to remove it for a long time, or to at least limit it. And and yes, it is going to be gone.

[Nick Coffey]

You used the phrase there, used and abused. I'm guessing that this whole process is there to remove this abuse.

[Iris Ferber]

That's the idea. It, the perception was that landlords should have a reason if they want to evict a tenant. And I think landlords would say, well, why should I give a reason? It's my property. If I choose to-

[Nick Coffey]

How dare they!

[Iris Ferber]

Why should I have to give a reason? And that that was the tension. Certainly, Section 21 was open to abuse in the sense that because you didn't need to give a reason, what's in your own mind as the reason for serving the notice might be absolutely horrible, unfair, nasty reason.

[Michael Grant]

But I think, as we will see, you can abuse any system. Yeah, I mean, this new bill, it's ripe for potential abuse. And I think this is the some of the concerns that have been raised, especially at the committee stage in Parliament.

[Iris Ferber]

And it's extremely complex. And you know, I bang the drum about this a lot. That complex law is not a good thing. Complex law is not good for consumers. It's not good for the economy. It's not good for anybody, really. May I say, James and Michael, other than the lawyers, because we get to spend lots of time arguing about what all these very complex rules mean. And the poor old landlord and the poor old tenant gets no chance to really understand what their rights are.

[Nick Coffey]

You use the word complex and also the word legal geekery, or the phrase legal geekery has come up already, and I fear this next part may involve both. But these amendments to the Grounds of possession, and there are a few, who wants to try and bring these into a language that I, as the layperson in the room, can understand?

[Iris Ferber]

Okay, so let me try.

[Nick Coffey]

Can I just say by the way, you were flexing your arms there, as I was asking the question, you were going in!

[Iris Ferber]

I am mentally flexing! I do love to make complicated things sound as if they're easy when they're not really. So. Grounds for possession. Most landlords are familiar with the idea of using rent arrears as a reason for getting possession. Parallel to, in addition to, filling in a Section 21 form, which doesn't give a reason. And most landlords know, I think, that getting possession based on rent arrears requires serving a notice under Section 8, rather than Section 21 of the 1988 Housing Act, and that a Section 8 notice requires you to put a reason in and what you might think of as reasons for eviction, the parliamentary draughtsman calls this 'Grounds for eviction'. So when we talk about Grounds for eviction, we're talking about reasons. And it is a closed list. What do I mean? I mean, unless you can rely on one of the listed Grounds in schedule 2 to the 1988 Act, from now on, without Section 21 being available, you won't get a possession order.

[Nick Coffey]

Which is not a good thing for landlords I'm suggesting.

[Iris Ferber]

It's not a good thing for landlords. It is intended to be good for tenants. Of course. We may come on to whether, in fact, it will lead landlords to leave the market for letting property at all because of the perceived risks of letting to someone who then cannot be evicted, and thus reducing the pool of properties to a point where rents are so high that no one can afford to rent.

[Nick Coffey]

And that the tenants are affected by definition.

[Iris Ferber]

And then the tenants are affected in, in the real world. So that's a sort of philosophical question and a practical question about the downstream effects of increasing the the rights of tenants. Let's, before we get there, go back to the detail. Now there are I haven't counted them, have you, Michael? But there are at least 20-25 Grounds for possession, now. There are a very large number of Grounds. You are going to be relieved to hear Nick, we are not going to look at all of them because you'll probably fall asleep. Nick I'll give you three particularly interesting, particularly useful Grounds for landlords. Before I do, let's just remember that the reason landlords used to use Section 21 and still do use it for the moment, is that they can get possession without giving a reason. But there were a lot of regulatory hurdles, as James was saying at the beginning of this podcast that had built up to stop landlords from successfully relying on Section 21. The upside, though, was what about all of those things that tenants bring up when a landlord tries to get possession? So for example, there's disrepair in my property. I've been treated badly by the landlord. There's an infestation of mice in my property. All of these things give rise to claims that I can make and set off against my rent arrears, meaning that actually, the landlord shouldn't be allowed to take possession of my house.

The nice thing about Section 21 is because it wasn't based on rent arrears, because it wasn't based on a particular reason, none of that mattered as long as the landlord complied with their regulatory obligations that government imposed, which got increasingly more difficult, but nevertheless, as long as they complied with all of those, the Section 21 process gave the landlord the absolute right to get the possession. It was the nuclear option which had become quite a bit less nuclear over the years because there were so many regulatory hurdles. But essentially what you couldn't do as a tenant with Section 21 is say, oh, you've got that claim, but I've got this other claim, and this other claim will stop you from gaining possession.

[Michael Grant]

One thing I'll add to this is that also, Section 21 gave both landlords and tenants a mutually agreed plan moving forward. If a landlord wanted to evict a tenant and the tenant wanted to be housed by the local authority, because it was classed as a no fault eviction, a no reason eviction, if possession order was granted under Section 21, a local authority wouldn't deem the tenant to have made themselves intentionally



homeless. Now, especially under Section 8, because a reason has to be given, agreed there are no fault eviction Grounds. We'll have to see how that landscape changes moving forward.

[Iris Ferber]

And it could be, couldn't it, that one of the parameters that landlords might consider in future is 'what Ground shall I rely on in order to enable my tenant to go and make their application to the local authority without being at fault?' The problem with that, as I think we'll probably discuss in the second podcast of our series, is that, and this may seem surprising to listeners, there are going to be criminal offences for relying on Grounds which you don't really think are true, which is serious. So, a very interesting set of rules coming up which really don't have any current parallel in the law as it stands.

[Nick Coffey]

I'm going to cheat slightly here, because you've very kindly provided me with the list of Grounds 1, 6 and 8 as being the three that you're going to pick out here. So should we start with with Ground 1 and look at what this bill suggests?

[Michael Grant]

Thank you. But I'm not going to go into it just yet. I think what would be good is if Iris goes through what the current situation is, and then we talk about what what changes are being brought in.

[Iris Ferber]

Deep breath. Because as Michael says, this is actually not intuitive and not easy. I'm going to try and make it easy. So Ground 1 is when you are the landlord and you want the property back to live in. What does that actually mean? Because remember, each Ground is a sort of shopping list of conditions that the landlord has to tick off before they can successfully rely. With Ground 1 it goes like this.

Number one, the landlord must have served before the tenancy started a written notice on the tenant that in future, they might rely on Ground 1. Now there is a possibility of the court in future, in a future claim, dispensing with service of such a notice. In other words, saying, well, you didn't serve that notice, but that's okay. But in our practice experience, courts weren't doing that. So really you needed to have served that notice. You need to have thought about it before you started the tenancy. So that's condition one. Serving a notice before the start of the tenancy saying I'm

going to rely on Ground 1 during this tenancy. Condition two, at some point before the tenancy started, the landlord lived in the house or lived in the flat as their home.

[Nick Coffey]

So you can't randomly say that I want to go back and live there, having not lived there previously.

[Iris Ferber]

Exactly. Okay. Deep breath. Next bit, the landlord requires, and the word is requires, whatever that means. But the landlord requires the house or flat as his or his spouse's or his civil partner's home. So that's the future part. This was the past. I served the notice. I lived there before. And they have to as a matter of fact, now, at the point of serving the Section 8 notice, they have to require that house or flat to live in for themselves or their spouse or their civil partner. And in fact, there is a fourth condition, which is sort of placed in the same paragraph as that, but it's actually really a completely separate condition, I think. The landlord can't be somebody who bought that property during the currency of this tenancy for money. So it's exactly what you said originally. Really, Nick, if we're encapsulating it, you can't just come in and buy a flat that's already tenanted and then say, I want to live here.

[Nick Coffey]

Michael, how is that going to change if this bill goes through?

[Michael Grant]

Here we go, Nick.

[Nick Coffey]

I'm ready.

[Michael Grant]

So right from the off, the new amendment to Ground 1 removes those first two major conditions that Iris read out. So, for instance, no longer will there be a requirement to have first served notice before the start of the tenancy that the landlord may rely on that Ground. That's going to be scrapped. Also, it's no longer a prerequisite for the landlord to have occupied the property as his only or principal home prior to having done this or prior to the start of the tenancy. Again, that's scrapped. So let me read out Ground 1. The current tenancy began at least one year before the relevant date, and the landlord who is seeking possession, requires the dwelling house as the only

or principal home of any one of the following: a) the landlord b) landlord's spouse or civil partner. Or a person who lived with the landlord (or it says as if they were married or in a civil partnership). c) the landlord's parent, grandparent, sibling, child, grandchild, and also a child or grandchild of a person mentioned in paragraph B. So you can see how wide this is going to be. Now it also goes on to say a relationship of the half blood is to be treated as a relationship of the whole blood. It sounds like J.K. Rowling has written this. So okay, so just to summarise, you're looking at the new bill proposing that the current tenancy begins at least one year before the relevant date.

And the landlord who's seeking possession requires the property as the only or principal home for any one of the following of those people that I read out. So relevant date has different meanings depending on the Ground for possession being relied upon. So, in relation to Ground 1, relevant dates the date specified in the notice under Section 8. So, anyone listening to this who's familiar with the Section 8 or Section 8 notice, I should say knows what that relevant date is. The date is the earliest date by which court proceedings can begin. So, the Bill prescribes that in relation to Ground 1 you have to give four months' notice, which means therefore, if you're looking at what the phraseology of this Ground means, it means that prior to serving your notice, the tenancy must have been in existence for at least eight months. Okay, so you can't rely on Ground 1 unless before you're serving your notice must have at least been eight months in existence with that tenancy.

[Iris Ferber]

So just to interrupt you for a moment, Michael, that's what we were talking about before, Nick, when we were saying, although fixed terms are going actually, that rights of landlords are limited in time. This is one of those examples. A landlord can serve a notice based on Ground 1, saying that they intend to live there, but they can't get a tenant out after two months from moving in. In practical terms, the tenant has to have a year in the property before Ground 1 can take effect.

[Nick Coffey]

And my understanding, Michael as well, is that the Ground 1 is kind of kind of the technical part of this. It involves the restrictions that a landlord has to operate within. And I think your view is that it's vital they know this.

[Michael Grant]

It's absolutely imperative. One thing that I must say is because if anyone's relying on Ground 1, because you can only do so unless at least eight months has been in

existence of the tenancy. Wait a week or so. What's an extra week? In the grand scheme of things. Just so you're not going to be facing certain defences to say that you haven't actually initiated this process when there's been at least one year in existence. So, something just to bear in mind.

In relation to restrictions, though, this is this is a major point. The proposed amendments to Ground 1 appear to offer a much more straightforward process for recovering possession than they currently do. But if you read on in the Bill, there's further restrictions in relation to Ground 1. So, what it actually says is it's clause 17 of the bill, which introduces a new Section 16 M of the Housing Act, and that imposes a number of restrictions during what is known as the restricted period. A restricted period means, and I'm going to summarise this in the event of a Section 8 notice having been served in reliance on either Grounds 1 or 1 A, the restricted period is 16 months from the date of service of the notice.

[Nick Coffey]

Quite a lot, isn't it?

[Michael Grant]

It's quite a long time.

[Iris Ferber]

And it's well beyond the point at which the tenant leaves. And that's the intention.

[Michael Grant]

Absolutely. So, in the event that no notice has been served, however, but proceedings have been issued in reliance on Grounds 1 or 1 A, then the restricted period is 12 months from the date the claim form or particulars have been filed. So, I think there's either/or you're still looking at a long period of time. Now within that restricted period, the landlord must not a) rent out the property for a term of 21 years or less.

[Iris Ferber]

So that means a normal tenancy.

[Michael Grant]

Normal tenancy or allow anyone to occupy the property under a paying licence.

So in addition, within that restricted period, and I'm sorry to keep going on and to worry people, but whether you're a managing agent, landlord or superior landlord, you must not market the property or authorise someone to market the property for you to be rented under a tenancy or under a paying licence.

[Iris Ferber]

I think this is your point, Nick, about what does it what does abuse look like? This is intended to avoid a situation where the landlord says, oh, I intend to live here. And then as soon as the tenant's gone, we let it to somebody else. That's the intention, isn't it?

[Nick Coffey]

I'm very keen to still get in 6 and 8, but there's a 1A as well, isn't there?

[Michael Grant]

There is. It's about selling the property. So it's very, very similar to Ground 1. In terms of the restrictions, the same length of notice period is imposed on Ground 1A as well. So to summarise. A landlord is entitled to recover possession where either, they wish to sell their interest in the property, whether it's a freehold or leasehold, or where they wish to grant a lease of the property for a term of more than 21 years. So that'd be a long leasehold. But they can only rely on such a Ground if the current tenancy at the property began at least one year before the relevant date, and the relevant date is the same as what we talked about previously.

[Nick Coffey]

Can we, not so much rattle through, but can we look at Ground 6 and 8? So Ground 6, if I'm not mistaken, is what a landlord can do if they want to take the property back to redevelop it?

[Iris Ferber]

Yes, and this is going to sound familiar to those of you who were listening intently and with focus to what Michael was saying about sale and moving into the property to live.

Ground 6 is about redevelopment and the old Ground 6 was: you can evict if you rely on Ground 6 if you either intend to demolish the building, reconstruct the building or substantially rebuild it, and that can't reasonably be done with the tenant remaining in place. And there was a condition to that. I remember we've been talking about,

you know, tick boxes and conditions. There was a condition to that, that this had to be a landlord who already owned that property before the start of the tenancy. So again, as with Ground 1, when we covered that you can't just buy a flat that's already tenanted and then say I want to demolish it. Out you go, Mr. Tenant. It had to be somebody who had already owned that property before the tenant moved in.

What are the changes then? So, this is a Ground where there are some big changes. An incoming landlord, a landlord incoming to a property that's already tenanted can now rely on the redevelopment Ground. Other than that, the mechanics, you know, it has to be demolition or reconstruction or substantial work. The tenant can't be able to still live there while the work is ongoing. That all stays as it was. The big difference is that huge condition where you had to have been the landlord before the start of the tenancy that is now gone.

Slightly extra geeky bit. Apart from agricultural tenancies, I don't think probably too many of Taylor Walton's clients will be affected by agricultural tenancies, but that is now the only situation.

If you have an agricultural tenancy, speak to James at Taylor Walton because the the rules are going to be completely different for you, but for residential landlord and tenant, it's going to be okay to rely on Ground 6. And there is that that complicated notice period that Michael was talking about, it applies to Ground 6 as well, except that it's not a 12-month lag on being able to rely on Ground 6. It's a six-month lag, so you can redevelop a bit more quickly than you could sell or move in.

[Nick Coffey]

Just to understand the impact of that - that's to the advantage of a landlord at that point?

[Iris Ferber]

Yes, in the sense that it was really very difficult to successfully rely on Ground 6 previously because commonly developers move in to buy property and then redevelop it. And if you are moving in, if you are buying a property that already has a tenant in it, you couldn't do that. Now you can buy a property that already has a tenant in it, and you can say, right, I'm now going to redevelop this.

[Nick Coffey]

In a nutshell, have I understood correctly, it is now going to be easier for landlords to rely on Ground 6?

[Iris Ferber]

Yes.

[Nick Coffey]

So, Ground 8...

[Michael Grant]

Yeah. Well, this is by far and away probably the most important. Or maybe not to some people, but to the majority of landlords going to be the most important Ground. A number of changes have been made to the current Ground. A mandatory Ground. I'm going to ask Iris to explain what the current situation is, and I'll talk about the proposed amendment.

[Iris Ferber]

Well, the first thing I'll say, and I mean, surely everyone knows this, Ground 8 is about rent arrears. That's why it is so important. There are three Grounds relating to rent arrears. 8, 10 and 11. 10 and 11 aren't changing at all. But Ground 8 is. Before Michael tells you how it's changing, you want to know what's the current position.

At the moment, Ground 8 works like this. Most importantly, it's mandatory. If you prove ABC, then you are guaranteed a possession order from the court. A, B, and C are A) there was two month's rent arrears. If it's a monthly tenancy, or eight weeks if it's weekly, but it's basically the same thing. So, either two months or eight weeks rent arrears, and that situation of two months' rent arrears must have existed b) at the date of the service of the notice on the tenant and c) also at the date of the possession hearing. So those are your three conditions and a certain amount of rent arrears existing at two different dates.

[Michael Grant]

Right. So, this new amendment for Ground 8 changes the eight weeks for a weekly tenancy to 13 weeks. So, there has to be 13 weeks of arrears. In relation to monthly tenancies, it's no longer two months but three months in arrears. What it does do is get rid of the quarterly and annual tenancies. So, because it's done that, it's no longer requiring there to be certain amount of arrears for quarterly and yearly. Which makes sense.

[Iris Ferber]

Because there aren't going to be those tendencies anymore. So, we don't need those paragraphs anymore.

[Michael Grant]

No. It also says, and this might be somewhat important when calculating how much rent is unpaid for the purpose of that Ground, the tenant is entitled to receive an amount for housing as part of an award of Universal Credit. So, for instance, housing benefit. If a tenant is waiting on a housing benefit payment, it's not yet come in. It's not to be taken into account in respect of any of the Grounds of arrears.

[Iris Ferber]

So what you're telling me, Michael, is that we've got a 50% increase on the amount of rent arrears before you can get your obligatory possession. It was eight weeks. It's now 13 weeks. It was two months. It's now three months. And you can't include in that rent arrears figure, any outstanding housing benefits that the tenant's waiting on. That is going to mean a significant portion, isn't it, of tenants who would previously have been evicted as a mandatory Ground-

[Nick Coffey]

They're going to hang around for longer

[Iris Ferber]

They're going to hang around for longer, until they clock up 13 weeks or three months of arrears.

[Michael Grant]

I would agree with that. And it's going to be more onerous on a landlord when there's going to be arrears of rent. It's already difficult when they're relying on these Grounds, where they have to wait two months before they can go down the Ground 8 route, but now they have to wait, I think on both occasions, probably an extra month.

[Nick Coffey]

And that, I think, is the point to pause and perhaps then look towards the follow up episode here. What I've noticed here, just sitting here, taking this in, there's a lot of changes here. And those changes impact landlords, they impact tenants, and they



are significant changes going forward. And hopefully what you've been able to do there, is the three of you is, is bring some insight and perhaps some top lines into what is going to change. But I sit in here as you know, someone who could equally be a tenant tomorrow, as well as I could be renting out my own house. This is complex, and this is the kind of matter that requires very clear legal advice. Every time you apologise for apologise for being geeky, what that's saying in my ears is there's a lot of detail here, so it's really difficult to summarise. And that means that you need good advice.

If you want to get in touch with Iris and Michael; [www.42BR.com](http://www.42BR.com) is the website address, if you want to find their contact details there. And of course, if you want to speak to James, [taylorwalton.co.uk](http://taylorwalton.co.uk) is the website.

If you're enjoying the episodes in this series, then do click on follow. That way you'll be notified of all future episodes. We're going to be doing the follow up episode to this, which we'll look at all manner of issues, not least criminal charges that can ensue as a result of this bill, landlord database, rent increases and housing standards. A lot to cover, and we'll do that in the second episode. But for now, from myself, James, Michael and Iris, it's goodbye.

[All]

Goodbye.

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