

## **Tackling anti-social behaviour in the private rented sector: a new ground for regaining possession**

Dealing with nuisance tenants can be a difficult challenge for any landlord or letting agent. However, an upcoming change in the law will provide an extra weapon in the arsenal to help residential landlords deal effectively with anti-social behaviour.

A landlord of property held under an assured or assured short-hold tenancy is entitled to bring the tenancy to an end and regain possession (even during the fixed term) by serving a Section 8 Notice on the tenant and proving one or more of the statutory grounds in the Housing Act 1988 to the court.

Until now, landlords faced with anti-social tenants have had to rely upon grounds 12 (breach of the terms of the tenancy) and 14 (nuisance, annoyance and immoral or illegal behaviour) but these are discretionary grounds, meaning that the court can refuse to make an order for possession even if it decides that the tenant's behaviour has been anti-social.

From 20 October 2014, an additional ground, ground 7A will become available. To rely on ground 7A, one of a limited number of conditions must be fulfilled. The detail is beyond the scope of this update but the ground will be made out if the tenant (or someone living with or visiting the tenant) has committed a serious offence (such as murder, burglary, supplying drugs and so on) or breached a Criminal Behaviour Order (the replacement for the ASBO).

There are important distinctions between grounds 7A and 12/14. Despite dealing with a narrower set of behaviours, ground 7A is a mandatory ground meaning that, if satisfied, the court must grant a possession order.

Another difference is that proceedings under a ground 14 notice can be commenced immediately, whereas a ground 7A notice requires a notice period of one month; which may be a long period for a landlord to wait if faced with the potential for further serious anti-social behaviour. A landlord who could otherwise rely on ground 7A might instead rely on ground 14 alone, in order to move quickly, despite the inherent uncertainty with that approach.

Finally, there are practical points to consider when drafting new tenancy agreements. To bring a tenancy to an end during the fixed term period, the tenancy agreement must state the grounds on which possession might be recovered. From 20 October 2014 therefore, provision should be made for including such a reference to ground 7A.

If you would like specific advice about the implications of the above, please speak to:

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