The AFFORD Scheme

Helping People Access Suitable Accommodation in the Private Sector

A Guide for Landlords
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To find out more about the AFFORD scheme, please contact:
Anita O'Leary Accommodation Officer
Tel: 01329 824649 or email ao'leary@fareham.gov.uk
1. Introduction - About the AFFORD scheme

Fareham Borough Council provides housing advice and assistance to residents and people with connections to the area, to help them find good quality, settled accommodation.

We have a range of services available to help people find a solution to their housing situation. One of the most successful is the Council's AFFORD scheme which has been established since 2001 and was set up to provide people with the financial support to access the private rented sector.

As a landlord or letting agent, renting your property through Fareham Borough Council's AFFORD Scheme provides you with a number of advantages:

- No set up fees
- 6 month rent guarantee
- Protection against any potential damage caused (up to equivalent of one month's rent)
- Access to knowledgeable staff and reasonable support
- Support with paperwork (standard templates etc)

The Council and our Partners can also lease properties from private landlords. This is a separate scheme to the AFFORD but if you would like further information on this option, please contact the Accommodation Officer.

2. How the AFFORD scheme works:

2.1 Fareham Borough Council's role

The Accommodation Officer will endeavour to find a suitable tenant for your property. Checks will be carried out prior to approval for the scheme in an effort to ensure only suitable candidates are put forward.

Once identified we will arrange with you to meet the prospective tenant to view your property.

Following the visit, if both parties are happy to proceed we will produce the necessary deed agreements between all parties, and
arrange a suitable time for tenancy sign up. This will usually be on a Friday with the tenancy to formally commence on the following Monday.

Whilst we are able to provide on request a standard template for the tenancy agreement and inventory, the landlord is responsible for these documents and must therefore ensure that they are familiar with, and happy with the content of any agreement created.

At sign up we will ensure all necessary documents are completed. This may include a housing benefit claim form depending on the tenant's financial circumstances. In most circumstances housing benefit will be paid to the tenant to manage their own financial affairs, but in some exceptional circumstances it may be possible for this to be paid to a landlord direct.

Upon commencement of the tenancy, subject to the agreement created, the Council guarantees the rent for an initial 6 month period

We also provide a Damage Bond Guarantee against any potential damage caused whilst the tenant is in situ, equivalent to a maximum of 1 month’s rental period.

In the initial stages of the tenancy, we will visit the tenant in an effort to ensure all is running smoothly.

We also endeavour to contact our landlords periodically to check that everything is going okay.

We do not offer rent in advance, and it is necessary to highlight that housing benefit will usually be paid 4 weekly and in arrears. This will mean that at commencement of the tenancy there will be an initial period before rent is received, but over the course of the tenancy all due rent should be paid.

Housing benefit is calculated on a weekly rent and this can often lead to confusion from both parties. Upon request we are willing to calculate due rent on a weekly or 4 weekly basis to assist you in managing your tenants rent account appropriately. It is usually the case that 13 payments will be made by housing benefit through the course of a calendar year.
Whilst we provide a reasonable level of support, at no point are we responsible for managing the tenancy, and this remains a legally binding agreement between landlord and tenant at all times.

2.2 The Landlord's role

Before any tenancy can commence the Landlord must provide an Electrical certificate, Gas certificate where applicable, Energy Performance Certificate (EPC), and Tenancy agreement. Please be aware that gas certificates expire annually and landlords are obliged by law to have appliances checked and certificates reissued.

An inventory signed by the Landlord and Tenant will need to be provided at the start of the tenancy. As a landlord this is your evidence to show the original condition of the property when it was let. Without a valid inventory any subsequent claim made against the Damage Bond Guarantee will not be entertained.

The property must be in good condition, and be maintained as such throughout the tenancy. A working smoke alarm on each floor plus a mains or battery operated audible Carbon Monoxide detector must be installed.

Where relevant, Landlords must ensure any Gas and Electric key cards left at the property are debt free. Refuse and recycling bins must be made available for your tenant.

As a course of good practice, and to support any potential claim on the Rent Guarantee Landlords should maintain an accurate record of all rental payments received.

The Landlord must manage all aspects of the tenancy in an appropriate and lawful fashion. At no point does the Council undertake to manage the tenancy on the landlord's behalf.
3. Frequently asked questions (FAQs)

I. Why do I need a Gas Certificate?

In all properties where gas is supplied, a landlord has a legal obligation to ensure all appliances are checked annually.

For more information on maintaining any Gas installations and appliances in good order visit: www.gassafetyregister.co.uk. Gas safety certificates must be provided to tenants annually. This is a legal requirement.

II. Why do I need an Electric Certificate?

Whilst it is not a legal obligation to hold a valid electric certificate, a landlord has a responsibility to ensure the property is safe and in a suitable condition. For this reason, we expect all landlords who wish to access the AFFORD scheme to provide a valid electric certificate.

A full periodic inspection report is always required regardless of when the property was rewired. The test must be carried out by either an ECA, NAPIT, or NICEIC approved electrician. www.niceicdirect.com

III. What is an Energy Performance Certificate (EPC)?

From the 1st October 2008 all new tenancies require an Energy Performance Certificate. This must be carried out by an accredited domestic energy assessor and the Landlord must provide a copy for the tenant. The document illustrates the overall energy efficiency of the property and identifies ways in which this can be improved. This can be particularly helpful in properties with electric heating. An EPC is likely to cost approx £50.00 and is valid for 10 years. More information is available at www.direct.gov.uk

IV. What is 'Warmfront'?

The Warm Front scheme provides heating and insulation improvements to households on certain income-related benefits
living in properties that are poorly insulated and/or do not have a working central heating system. Qualifying households can get improvements worth up to £3,500 (£6,000 where oil central heating and other alternative technologies are recommended).

Grants are available for improvements such as:

- loft insulation
- draught proofing
- cavity wall insulation
- hot water tank insulation
- gas, electric, liquid petroleum gas or oil heating

The scheme is now targeted at people on certain income-related benefits and living in properties that are poorly insulated and/or do not have a working central heating system. You must own your home or rent it from a private landlord.

For more information go to [www.direct.gov.uk](http://www.direct.gov.uk)

V. What is Housing Benefit and how is it paid?

Housing Benefit is a national benefit, which is administered and paid for via local authorities. It is there to help those who qualify for assistance to pay their rent. The amount of benefit a person can receive will be dependent upon their individual circumstances.

Housing Benefit will almost always be paid to the tenant and even if they are claiming Housing Benefit it remains their responsibility to ensure the rent is paid. There are some limited circumstances where payments can be made directly to the Landlord. Generally this will be in situations where there is evidence to suggest that the household may have issues managing their finances.

VI. What should I do if a rental payment has been missed?

In the first instance you should look to contact your tenant to discuss the situation. There may be a perfectly reasonable explanation for the payment having been missed and the situation may be easily resolved. If this is not the case, and you are unable
to address the matter independently, please contact the Accommodation Officer for further advice and assistance.

VII. How do I access the AFFORD rent guarantee?

In the event that arrears have occurred and you have been unable to address this with your tenant you may be able to claim under the rent guarantee. At the start of the tenancy an RGS form will be provided in your Landlord pack. In the event that your tenant defaults on rental payments during the first 6 months you will need to complete this form and return to the Accommodation Officer for processing. Claims must be made within 21 days of the arrears occurring and evidence of all rental payments received will need to be supplied.

VIII. How do I bring the tenancy to an end?

A Section 21 Notice Seeking Possession, so called because it operates under Section 21 of the Housing Act 1988, is one of the Notices a Landlord can give to a tenant to regain possession of a property to bring an Assured Shorthold Tenancy (AST) to an end. The Landlord is able to issue the tenant with a Section 21 notice without giving any reason for ending the tenancy agreement. This Notice grants landlords mandatory grounds for possession of the property. An example of a Section 21 Notice is provided in your Landlord pack. ASTs can also be ended under Section 8 of the Act, on pre-defined Grounds. These Grounds would need to be proven and demonstrated in Court.

General information on how to bring a tenancy to an end can be provided by our Accommodation Officer, however when seeking to gain possession of a property we would recommend that independent legal advice is obtained.

IX. What happens at the end of the tenancy?

At the end of a tenancy it is important that all parties are involved in agreeing any claims to be made under the Damage Bond Guarantee. Ideally the Landlord should visit the property prior to the tenant vacating if possible to go through the inventory and agree any repairs or damage, giving the tenant the opportunity to carry out any necessary repairs before handing back the keys.
The Accommodation Officer will inspect the property should a claim arise. The Landlord is advised not to carry out any work to the property until the Accommodation Officer has made an assessment. No payment will be made without confirmation that a visit has been carried out and works agreed by the Accommodation Officer.
Appendix 1: Example of a Tenancy Agreement

ASSURED SHORTHOLD TENANCY AGREEMENT

This tenancy agreement is made on………………………………….between

Landlord’s name ............................................................................................................................................... (‘the landlord’)

(in the case of joint landlords, the term 'landlord' applies to each of them and the names of each joint landlord should be written above. Each landlord individually has the full responsibilities and rights set out or implied in this agreement) of

Landlord’s address...........................................................................................................................................

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Post code ...........................................................

Tenant’s name ............................................................................................................................................... (‘the tenant’)

(in the case of joint tenants, the term 'tenant' applies to each of them and the names of all joint tenants should be written above. Each tenant individually has the full responsibilities and rights set out or implied in this agreement).

In respect of

Address ...............................................................................................................................................................

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The tenancy begins on the ...................................... day of ..................................................... year ...................

The premises will be used to accommodate ...................................................................................................
...................................................................................................................................................................... only.

General terms

1. It is agreed as follows

Payment for the premises

(1) the weekly/four weekly/monthly payments for the premises at the date of this agreement shall be

Rent £ ..............................................................

Service charge £..........................................

(2) the payment of rent is due in advance on.............................................................. except that the landlord acknowledges that where any payment of housing benefit is made directly to the landlord, such payment will be deemed to have been payment in advance though made in accordance with the housing benefit regulations currently in force

(3) the landlord may increase or decrease the rent by giving the tenant not less than four weeks' notice in writing of the increase or decrease. The notice shall specify the rent proposed. No increase shall take effect before the end of the fixed term or, thereafter, 12 months from the date of the last increase

(4) with the exception of any changes in rent this agreement may only be altered by the agreement in writing of both the tenant and the landlord

Notice by tenant

(5) the tenancy hereby created may be terminated by the tenant before the expiration of the term by four weeks’ clear notice in writing to the landlord

Service of notices

(6) the address at which the tenant may serve notices on the landlord (including notices in proceedings) under section 48 of the Landlord and Tenant Act 1987 is

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......................

Any notice, or any other communication arising from this
agreement, shall be validly served on the tenant if posted or delivered to the premises.

Exclusion of third party rights

a person who is not a party to this agreement may not enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.

English law

this agreement is governed by English law.

The landlord's obligations

2. The landlord agrees

Possession (1) to give the tenant possession of the premises at the start of the tenancy

Tenant's right to occupy (2) not to interrupt or interfere with the tenant's right peacefully to occupy the premises except where -

   (i) access is required to inspect the condition of the premises or to carry out repairs or other works to the premises or adjoining property; or
   (ii) a court has made an order for possession; or
   (iii) the tenant has ceased to reside in the premises and the tenancy has been determined by notice to quit

Repair of structure and exterior (3) to keep in habitable repair the structure and exterior of the premises

Repair of installations (4) to keep in good repair and proper working order any installations provided by the landlord for space heating, water heating and sanitation and for the supply of water, gas and electricity

Repair of common parts (5) to take reasonable care to keep any common entrance, passageways, stairways and other common parts, including their electric lighting, in reasonable repair and fit for use by the tenant and other occupiers of and visitors to the premises
## The tenant’s obligations

### 3. The tenant agrees

<table>
<thead>
<tr>
<th>Topic</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Possession</strong></td>
<td>to take possession of the premises at the commencement of the tenancy and not to part with possession of the premises or assign or underlet the tenancy</td>
</tr>
<tr>
<td><strong>Rent</strong></td>
<td>to pay the rent [and service charge] weekly/four weekly/monthly and in advance</td>
</tr>
<tr>
<td><strong>Water, fuel &amp; telephone</strong></td>
<td>to pay all charges for gas and electricity consumed and telephone calls made during the occupation of the premises by the tenant and a fairly apportioned part of all standing charges made in respect of the premises for [water], gas, electricity and telephone and telecommunication services</td>
</tr>
<tr>
<td><strong>Council tax</strong></td>
<td>to observe and perform any obligation on the part of the tenant arising under the Local Government Finance Act 1992 or regulations made thereunder to pay council tax or any similar tax in respect of the premises or its occupants</td>
</tr>
<tr>
<td><strong>Use of premises</strong></td>
<td>to use the premises for private residential purposes as the tenant's only or principal home and not to operate a profession, trade or business at the premises or to allow them to be used for any illegal, immoral or disorderly purposes</td>
</tr>
<tr>
<td><strong>Nuisance</strong></td>
<td>not to cause or allow members of their household or invited visitors to cause a nuisance or annoyance to neighbours</td>
</tr>
<tr>
<td><strong>Racial and other harassment</strong></td>
<td>not to commit or allow members of their household or invited visitors to commit any form of harassment which may interfere with the peace and comfort of, or cause offence to, any other neighbour, member of their household, visitor, the landlord or employee or contractor working on their behalf</td>
</tr>
<tr>
<td><strong>Noise</strong></td>
<td>not at any time to play or allow to be played any audio equipment or a musical instrument so loudly that it causes nuisance or annoyance to neighbours or can be heard outside the premises between the hours of 11.00 p.m. and 7.30 am.</td>
</tr>
<tr>
<td><strong>Pets</strong></td>
<td>not to keep a dog, cat or any animal which may cause a nuisance to neighbours or damage the landlord's property, without the previous written consent of the landlord. This written consent can be subsequently withdrawn by the landlord. Any pets must be kept under control and any damage or nuisance caused is wholly the responsibility of the tenant</td>
</tr>
<tr>
<td><strong>Internal decoration</strong></td>
<td>not to carry out internal decorations to the premises without previous consent in writing from the landlord</td>
</tr>
<tr>
<td><strong>Not to alter the</strong></td>
<td>not to alter the premises, nor to alter nor install electrical or...</td>
</tr>
</tbody>
</table>
other services, with the exception of a key meter for the electricity supply, without the previous consent in writing of the landlord.

Communal areas  
(12) to share responsibility with other residents for ensuring that communal areas are kept in a clean and fit condition and are not obstructed in any way or used to store any items, even temporarily.

Garden  
(13) to maintain the garden to a standard at least as good as it is at the commencement of the tenancy.

Damage  
(14) not to cause any damage to the premises, fixtures, furniture or effects and not to remove any of them from the premises. To make good or pay for any damage to the premises or to fixtures, furniture and effects or to the common parts caused by the tenant or any invited visitors to the premises, fair wear and tear excepted, and to pay to the landlord any reasonable and proper costs incurred by the landlord in carrying out any works in default.

State and condition  
(15) to leave the premises in the same clean state and condition as it was in the beginning of the tenancy.

Note of the condition of the premises and an inventory are attached to this agreement, and the premises, fixtures, furniture and effects must be left in at least as good repair and condition at the end of the tenancy (fair wear and tear excepted).

Reporting disrepair  
(16) to report to the landlord promptly any disrepair or defect for which the landlord is responsible in the structure or exterior of the premises or in any installation therein or in the common parts.

Access  
(17) to allow the landlord’s employees or contractors acting on behalf of the landlord or any other person authorised by the landlord access at all reasonable hours of the daytime to inspect the condition of the premises or to carry out repairs or other works to the premises or adjoining property. (Normally at least 24 hours notice will be given, but immediate access may be required in an emergency.)

Overcrowding  
(18) not to allow more than .................... person(s) to reside in the premises.

Lodgers  
(19) not to take in lodgers.

Insurance  
(20) not to do or suffer to be done on the premises anything which may invalidate the insurance of the premises or otherwise increase the ordinary premium for such insurance.

Gas cylinders  
(21) not to use or keep on the premises mobile gas heaters, gas cylinders, oil burning appliances, paraffin or petrol.

Premises  
(22) to inform the landlord if the premises are unoccupied for a
unoccupied period of longer than 28 days

**Viewing the premises** (23) to permit the landlord at reasonable hours in the daylight within the last 28 days of the tenancy to enter and view the premises with prospective purchasers or tenants and to display a notice for the sale or letting of the premises

**Moving out** (24) to give the landlord at least four weeks’ previous notice in writing when the tenant wishes to end the tenancy. To give the landlord vacant possession and return the keys of the premises at the expiry or sooner termination of the tenancy and to remove all personal furniture, possessions and rubbish. The landlord accepts no responsibility for anything left behind at the premises by the tenant at the end of the tenancy

**Location of furniture** (25) to leave the fixtures, furniture and effects detailed in the inventory at the end of the tenancy in the rooms or places in which they were at the beginning of the tenancy

**Washing linen** (26) to pay for the washing (including ironing or pressing) of all linen and for the washing and cleaning (including ironing or pressing) of all blankets and curtains which have become soiled during the tenancy, the reasonable use to be allowed for.

### The tenant’s rights

4. The tenant has the following rights

**Right to occupy** (1) the tenant has the right to occupy the premises without interruption or interference from the landlord for the duration of this tenancy (except for the obligation contained in the agreement to give access) so long as the tenant complies with the terms of this agreement and has proper respect for the rights of other tenants and neighbours

**Security of tenure for the duration of the tenancy** (2) the tenant has security of tenure for the duration of the tenancy as an assured shorthold tenant as long as they occupy the premises as their only or principal home. Before the expiry of the term the landlord can only end the tenancy by obtaining a court order for possession of the premises on one of the grounds listed in schedule 2 of the Housing Act 1988 (as amended by the Housing Act 1996). The landlord will give the notice periods prescribed by law before making the relevant application to the court.

**Expiry of tenancy** (3) the landlord can only end the tenancy on or after the end of the term by giving the tenant at least two months’ notice that they require possession of the premises and by obtaining a court order for possession. The court will make an order for possession if it is satisfied that the term has expired and the
proper notice has been given

Cessation of shorthold tenancy

(4) if the tenancy ceases to be an assured shorthold tenancy the landlord may end the tenancy by giving four weeks’ notice in writing to the tenant.

Signatures

Tenant’s signature .............................................................  Landlord’s signature..............................................
In the presence of ..............................................................  In the presence of .................................................
...........................................................................................   ..............................................................................

If the tenant feels that the landlord has broken this agreement or not performed any obligation contained in it, they should first complain to the landlord in writing giving details of the breach or non-performance. If the landlord fails to deal with the complaint or, in the tenant’s view, continues not to comply with the agreement the tenant can obtain advice and information about their remedies at law from SmartMove, the local citizens advice bureau or law centre or from a solicitor.

For independent advice about this agreement, you should contact your local Citizens Advice Bureau, housing advice centre or solicitor.
Appendix 2: Inventory Template

<table>
<thead>
<tr>
<th>Name of Landlord</th>
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</table>

<table>
<thead>
<tr>
<th>Name of tenant</th>
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<table>
<thead>
<tr>
<th>Address</th>
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<table>
<thead>
<tr>
<th>Move in Date</th>
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<table>
<thead>
<tr>
<th>Move out Date</th>
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Description of property (to be checked by tenant upon moving in)

External (describe the condition)

<table>
<thead>
<tr>
<th>Description</th>
<th>Start of tenancy</th>
<th>End of tenancy</th>
</tr>
</thead>
<tbody>
<tr>
<td>Walls</td>
<td></td>
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</tr>
<tr>
<td>Front door</td>
<td></td>
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<tr>
<td>Door bell</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Outside light</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Front garden</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Back door</td>
<td></td>
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<tr>
<td>Garden fences</td>
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<td></td>
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<tr>
<td>Garden gate</td>
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Hallway/Entrance

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<td>Door furniture</td>
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<td>Extractor fan</td>
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<td>Furniture (cabinet/towel rail/toilet roll holder)</td>
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Other:

Bedroom 1

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Bedroom 2

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<td>Light fitting/s</td>
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<td>Windows &amp; curtains/poles or track</td>
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**Other**

**Kitchen (describe the condition)**

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<td>Window &amp; blinds or curtains</td>
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<tr>
<td>Ceramic tiles</td>
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<td>Cooker and/or extractor</td>
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<td>Sink and taps</td>
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<td>Cupboards</td>
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<td>Worktops</td>
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<td>Other</td>
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</table>

Other rooms or items which are not mentioned – please write clearly the names of rooms and give a full description of each below.
Appendix 3: RGS Claim Form

FAREHAM BOROUGH COUNCIL AFFORD SCHEME
RENT GUARANTEE CLAIM FORM

If your tenant is still in occupation, has rent arrears and Fareham Borough Council has acted as the guarantor for the initial 6 Months of the tenancy, please complete the following boxes.

A. TENANT DETAILS

Name........................................................................................................................................

Address..........................................................................................................................................  

Tenancy Start Date ........../........../...........  

B. RENT GUARANTEE CLAIM

Rent due to date £.................................

Rent received to date £.........................

Arrears to date £.................................

*Please provide a copy of the rent statement

C. What reasons did your tenant give for non payment of rent?
D. Please confirm any action you have taken to recover the arrears or the property?

For example - repayment plan with tenant, possession notice.

LANDLORD DETAILS

Landlord’s signature……………………………………...Date…………………………

Print name………………………………………………

Address……………………………………………………...Tel………………………………

For Office Use Only:

Rental period:
Total Days:
Rent due for period:
Less Rent Paid:
Rent Arrears:

Officer:……………………………………………..Signature………………………………

………………….

Senior Officer………………………………………Signature………………………………

………………….
Appendix 4: Notice Requiring Possession:

NOTICE REQUIRING POSSESSION of a Dwelling House (England & Wales – Housing ct 1988 as amended by Housing Act 1996 – Section 21 Notice)

I give you notice that I require possession of this dwelling house by virtue of:  (delete statement (1) or (2) as appropriate)

(1) Your Fixed-Term Assured Shorthold Tenancy – Housing Act 1988 section 21(1)b
(2) Your Periodic Assured Shorthold Tenancy – Housing Act 1988 section 21(4)a

To: Name of Tenant(s):

From: Name and address of landlord(s):

Address: of dwelling house

DATE OF EXPIRY of this Notice: (See Below)

Signed (Landlord / agent):

Agent’s Name & address: (when served by agent)

Date this NOTICE is SERVED:

Tenants and Landlords please note:

- On or after the end of a fixed-term assured shorthold tenancy a court must make an order for possession if the landlord has given notice in writing under the shorthold ground (Section 21).
- The landlord does not need to give any reason for requiring possession.
- Where there are joint landlords, at least one of them or their agent must serve the notice.
- Where there are joint tenants, it is preferable that each tenant be served notice.
- The notice should be served in person or through the letter box or by first class post – keep a copy and record the date and time, who served the notice (any witness), and proof of postage.
- Fixed-Term (S21(1)b) The length of the notice must be at least two months, and the notice must be served before or on the day on which the fixed-term comes to an end.
- Periodic Tenancy (S21(4)a) (i.e. where the tenant has stayed-on after the expiry of the fixed-term) a notice can be served after the fixed-term has ended specifying a date after which possession is required being the last day of a period of the tenancy (usually the day before a rent payment day) and not earlier than two months after the date the notice was given.
- Periodic Tenants – the landlord requires possession after the date stated in this notice or at the end of the period of the tenancy which will end next after the expiration of 2 months from the service upon you of this notice.
- If you as tenant do not know your rights after you have been served a notice requiring possession see a solicitor, the Citizen’s Advice Bureau or your local authority.

I NAME     , hereby certify that this is a true copy of the original served by      by

at          on            DATE

Signed     Title