

# Grounds for possession – supplementary



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# Prior notice grounds

- The landlord is required to give prior notice of their wish to be able to recover possession on one or more of Grounds 1B, 2ZA to 2ZD, 4, 5 to 5H, 6A or 18.
- Generally, this must be given before the tenancy is entered into.
- For tenancies that convert from AST to Assured due on commencement of RRA the statement should be given within one month of commencement.
- But the offence (of seeking to use the ground without having given prior notice under new s.16E (1)(f) HA 1988 as amended) will not apply to existing tenancies.

# Ground 2ZA - subletting

Ground	Reason	Notice period	Extra conditions
<b>2ZA</b>	Superior lease is ending. Specified mesne landlords supported housing providers. Available to PRPSH after 2027	<b>4 months</b>	The superior lease will end within 12 months date notice served.

Either:

- The superior landlord has given a valid notice to end the lease, or
- The lease was for a fixed term and is coming to an end

# S.18 Housing Act 1988

S.18 Housing Act 1988 means that if the superior tenancy ends, then the subtenancy reverts to the head landlord, as long as:

- The subtenancy was an assured tenancy
- The subletting was lawful (permitted by the superior landlord)
- The superior landlord is able to grant assured tenancies (i.e. not a local authority, or the Crown, etc)

New subsection 5A to s.8 HA1988 means that if this happens after the notice using ground 2ZA was served, the superior landlord can continue with possession proceedings.

# Grounds 2ZC - subletting

Ground	Reason	Notice period	Extra conditions
<b>2ZC</b>	Superior lease has ended and tenancy reverted to head landlord. Previous mesne landlord was provider of supported housing (or PRPSH after 2027).	<b>4 months</b>	The tenancy reverted to head landlord not more than 6 months before proceedings commenced.

# Ground 5E – supported accommodation

Ground	Reason	Notice period
<b>5E</b>	The property is intended to be let as supported accommodation but the current tenant did not enter the tenancy in order to receive care, support or supervision	<b>4 weeks</b>

# Ground 5F(a) – time limited support

Ground	Reason	Notice period
<b>5F</b>	End of supported accommodation: various reasons: see below (a) to (i)	<b>4 weeks</b>

a) Time-limited support has come to an end

# Ground 5F(b) – end of support provision

Ground	Reason	Notice period
5F	End of supported accommodation: various reasons: see below (a) to (i)	<b>4 weeks</b>

b) Support provided by third party – not landlord – and

- The support services have come to an end, or
- The support provider is not fulfilling their obligations,

And

- Either it is 'managed accommodation': support is provided by third party **not** contracted by landlord
- Or, if the support is contracted by landlord, the landlord has used 'reasonable endeavours to find another person to provide support services but has not been able to'.

# Ground 5F(c) – end of funding

Ground	Reason	Notice period
<b>5F</b>	End of supported accommodation: various reasons: see below (a) to (i)	<b>4 weeks</b>

(c) where the accommodation or support services were funded wholly or partly by someone other than the landlord or the tenant—

(i) that funding is no longer being provided,

(ii) where the dwelling-house is not managed accommodation, the landlord used reasonable endeavours to identify alternative funding before the relevant date but was not able to do so, and

(iii) it would not be reasonable for the landlord to continue to provide accommodation or for the person who provided support services to continue that provision in the circumstances;

# Ground 5F (d) – financial viability

Ground	Reason	Notice period
<b>5F</b>	End of supported accommodation: various reasons: see below (a) to (i)	<b>4 weeks</b>

d) the financial viability of

- the landlord or
- of supported accommodation or support services the landlord provides to others
- would, in the landlord's reasonable opinion, be threatened if the landlord were to continue to provide or fund a supported accommodation project of which the tenant's dwelling-house forms part
- and the landlord used reasonable endeavours to identify alternative funding for the project before the relevant date but was not able to do so

# Ground 5F(e)(f)(g) – support needs

Ground	Reason	Notice period
<b>5F</b>	End of supported accommodation: various reasons: see below (a) to (i)	<b>4 weeks</b>

(e) the tenant does not need the level of support services that are provided

(f) the tenant does not need any support services

(g) the support services that are provided do not meet the tenant's needs

# Ground 5F(h) and (i) – physical needs

Ground	Reason	Notice period
<b>5F</b>	End of supported accommodation: various reasons: see below (a) to (i)	<b>4 weeks</b>

(h) the dwelling-house has physical features intended to enable persons with needs for particular support services to live more independently than they could do so without those features and those physical features are not needed by the tenant;

(i) the dwelling-house is physically unsuitable for a person with the tenant's needs for support services to live in

# Discretionary Ground 18 – failure to co-operate with support

Ground	Reason	Notice period
<b>18</b>	The tenancy is of supported accommodation and the tenant has unreasonably refused to co-operate with the person providing support services with regard to those services	<b>4 weeks</b>

# Temporary accommodation for homeless households

Ground	Reason	Notice period
<b>5G</b>	<ul style="list-style-type: none"><li>• The property has been used as temporary accommodation for a homeless household, under s193 of the Housing Act 1996</li><li>• The local housing authority has notified the landlord that the tenancy is no longer required for that purpose.</li><li>• The landlord can only use this ground if expiry date of the notice is within 12 months of the date of the notice from the local housing authority.</li></ul>	<b>4 weeks</b>

# Ground 5H – stepping stone accommodation

Ground	Reason	Notice period
<b>5H</b>	End of 'stepping stone' accommodation	<b>2 months</b>

- Stepping stone accommodation supports tenants who meet specified eligibility criteria and who would otherwise struggle to access the private rented sector.
- Landlord must be registered provider of social housing or a charity
- A written tenancy agreement sets out the eligibility conditions
- The rent is no higher than 80% market rent
- Either the accommodation was for a specified period which has come to an end
- Or the tenant no longer meets the specified conditions

# Ground 5H – stepping stone accommodation

Ground	Reason	Notice period
<b>5H</b>	End of 'stepping stone' accommodation	<b>2 months</b>

Conditions continued from previous slide:

- Tenancy not granted as nomination under part 6 HA96, or as supported accommodation, or under homelessness main duty
- Eligibility conditions may include being in work, or seeking work, or being of a particular age range – more may be added by regulations
- The question of whether the tenant no longer meets the specified condition or specified conditions is to be determined for the purposes of this ground in accordance with the terms of the tenancy agreement

# Discretionary Ground 9 – suitable alternative accommodation

Ground	Reason	Notice period
<b>9</b>	Suitable alternative accommodation is available for the tenant or will be available for him when the order for possession takes effect	<b>2 months</b>

- Details of what is meant by suitable alternative accommodation are set out in Part 3 Schedule 2 Housing Act 1988
- Factors include: size, location, security of tenure, affordability, etc.
- Tenant is entitled to removal expenses (social housing only) – s.11 Housing Act 1988 amended by s.22 RRA

# Ground 7A: Serious anti-social behaviour

Ground number	Description	Notice period
<b>7A</b>	The tenant has been convicted of a type of offence listed in the ground, has breached a relevant order put in place to prevent anti-social behaviour or there is a closure order in place prohibiting access for a continuous period of more than 48 hours.	<b>No minimum period</b>

- Landlord may commence possession proceedings immediately after serving notice
- Court cannot make an order for possession to take effect until 14 days after the notice was deemed to be served or the possession proceedings began

# Discretionary grounds relating to tenant behaviour

Ground number	Description	Notice period
<b>12</b>	Breach of tenancy	2 weeks
<b>13</b>	Deterioration of property	2 weeks
<b>14</b>	ASB	No minimum
<b>14A, 14ZA</b>	Domestic abuse; rioting	2 weeks
<b>15</b>	Deterioration of furniture	2 weeks
<b>17</b>	False statement	2 weeks

# Ground 14 - factors for court to consider

- Part, 1, Ch1, s.4 amends s9A HA 1988, which gives direction on what the court must consider when deciding whether to grant possession on the discretionary anti-social behaviour ground 14. (points added by RRA in **bold**)
- The effect of the nuisance or annoyance on others
- The likely continuing effect of the nuisance or annoyance
- The effect on others if the behaviour is repeated
- Whether the **tenant has co-operated in attempts to cease conduct**
- **If the property is an HMO, what effects the behaviour has had on other occupiers .**

# Rent arrears ground

Ground number	Description	Notice period
<b>8</b>	<b>Mandatory</b> Three months' or 13 weeks' rent is owed both when the s.8 notice was served, and the claim is heard. Arrears that have arisen as a result of an unpaid entitlement to Universal Credit housing costs are to be left out of account	<b>4 weeks</b>
<b>10</b>	<b>Discretionary</b> Rent arrears	<b>4 weeks</b>
<b>11</b>	<b>Discretionary</b> Persistent delay paying rent	<b>4 weeks</b>