

Intermediate Rent Arrears and Other Tenancy Breaches Fact Sheet

Arrears and other tenancy breaches

Our standard tenancy agreement sets out the terms on which you must occupy the property. We use the tenancy terms to effectively manage our tenancies.

Before a tenancy starts, we provide you with a copy of the tenancy agreement so that you are fully aware of the terms and conditions and what you need to do to keep your side of the agreement. The tenancy agreement is a legally binding contract and if you have any doubt about its content, you should seek independent advice before entering into a tenancy.

This Fact Sheet sets out what we will do if you fail to meet your obligations set out in the agreement.

We will always try and deal with tenancy breaches in an amicable way without needing to take formal enforcement action. However there are times when we need to take formal action which may include:

- Ending the tenancy
- Applying for a County Court Judgment for arrears or other money owed to us
- Not renewing the fixed term tenancy and allowing the tenancy to lapse onto a monthly tenancy
- Making a claim against your security deposit for any financial losses we incur once the tenancy has ended

Ways in which we may end the tenancy

Section 21 Notice – Notice Requiring Possession

All Knightstone intermediate and open market tenancies are Assured Shorthold Tenancies. This means they can be brought to an end by serving the correct notice. We are not legally required to give any grounds for ending a tenancy by using this type of notice.

To enable us to gain possession at the end of the tenancy term, we will serve the Notice Requiring Possession at least two months before we require possession. We will also give two months' notice to end a tenancy where the fixed term has come to an end and it continues on a month by month basis.

Once we have served the Notice Requiring Possession, the court is obliged to award us possession. This means the tenancy will be brought to an end and the court will make an order that you must leave your home by a set date.

If we serve Notice Requiring Possession, you can voluntarily leave at the end of the notice period without needing to go to Court for a possession hearing. If you fail to leave, you must still pay daily usage charges for the property, equivalent to the rent, until the property is returned to us.

Section 8 Notice – Notice Seeking Possession

Whether the tenancy is for a fixed term, or is a monthly tenancy, we can serve a Notice Seeking Possession on Ground 8 if there is two months' rent due. If you do not take steps to pay the rent this means we can go to court and ask the judge to give us possession of your home. At the court hearing, if there are still two months' rent or more outstanding, the judge is required to give us possession. We will also ask the judge to award us a County Court Judgment against you (a CCJ) requiring you to pay the rent due.

If we serve a Notice Seeking Possession (NSP) on you we will start legal proceedings approximately two weeks after the date the notice is served.

We can also serve an NSP if you do not keep to other terms of your tenancy, for example if you harass or cause nuisance to your neighbours, or damage the property you rent from us.

County Court Judgments for debts

A CCJ would severely affect your ability to secure credit or another tenancy in the future. A CCJ also opens up other options for us to recover a debt including bailiff action, referral to a debt collection agency, or an application for an Attachment to Earnings. An Attachment to Earnings would mean that your employer would be ordered by the court to make regular payments to us, deducted at source from your wages or salary, until the debt was cleared.

Dealing with tenancy breaches

The tenancy agreement sets out each party's obligations, but it is important that you are aware of how we will deal with tenancy breaches on your part.

Circumstances where we will seek to end the tenancy immediately:

- Rent arrears exceeding 2 months' rent, where a repayment plan has not been agreed
- The property has been sub-let
- Serious cases of anti-social behaviour, threatening behaviour, or harassment towards our employees, other tenants and their visitors, or our contractors
- The property has become severely damaged by you or your visitors
- The property is being used for illegal or immoral purposes, including the use of banned substances or illegal drugs

Circumstances where we may seek to end the tenancy or to allow it to lapse onto a periodic (monthly) tenancy when the fixed term ends:

(This is not an exhaustive list and is not intended to catalogue every possible tenancy breach)

- The property is being used other than as a private residential home. Although you are permitted to run a discreet business from your home with our consent, you are not permitted to run a business which involves frequent callers, the storage of products or materials, any commercial vehicles being parked in communal car parks, or other activity that may cause a nuisance to others. We also reserve the right to revoke our consent where there have been problems.
- Nuisance. We will not permit you to behave in a manner which causes a nuisance to others. This may include noise nuisance or other minor acts of anti-social behaviour

- General dilapidation of the property, caused by your actions or inactions, including problems with condensation, frost damage or overloading of the electrics. This includes your failure to report disrepair to us and preventing us from being able to take remedial action
- Failure to permit access to us or our contractors upon reasonable notice
- Misuse of communal parking areas including blocking other vehicles, using other residents' parking spaces, parking outside designated areas, carrying out motor vehicle repairs which are likely to cause danger or a nuisance to others
- Pets and/or animals are being kept at the property. We may, at our absolute discretion permit a small caged pet to be kept, but usually not cats or dogs
- Misuse of communal bin stores, including abandoning large or bulky items which will not be collected by the normal refuse or recycling collection services
- Long term overcrowding of the property
- The property has been left unattended for more than 4 weeks and we have not been informed
- Smoking in the property
- Signage or additional television reception equipment has been attached to the property or building
- Dangerous or flammable substances are being kept in the property
- The rent is regularly paid late
- The rent account is regularly in arrears

Circumstances where we will seek to recover financial losses, either from the security deposit or through the courts:

- Charges we incur from the utility suppliers from reconnecting supplies where they have been disconnected at the end of the tenancy
- The cost of making good unreasonable wear and tear or damages to the decorations and fabric of the property at the end of the tenancy
- The cost of repairing damage to the communal areas in apartment blocks caused by you or your guests
- Costs we incur as a result of dealing with infestations in the property caused by the actions or inactions of you
- Replacing blown or missing light bulbs at the end of the tenancy
- The cost of storing any belongings or effects abandoned in the property at the end of the tenancy and the cost of disposing of them if they remain unclaimed
- The cost of making good damages caused by frost, condensation, blockages to the drains, overloading of the electrical circuits, where this damage has resulted from negligence by you
- The cost of clearing abandoned rubbish or bulky items from a bin store, where we have identified you as the person who dumped it
- Rent arrears at the end of the tenancy
- The costs associated with obtaining replacement keys or access fobs which have either been lost during the tenancy or are not returned at the end of the tenancy

We hope this Fact Sheet provides all the information you need and we will be pleased to answer any questions you may have about the terms of your tenancy with us. Please contact the Sales Team on 08458 504 505.

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