

ENGLAND, U.K.

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Tenure structure, in % of total stock, DCLG 2014

Owner occupied housing: 65%

Social rental: 15%

Private rental: 20%

Initial rent – is it free or regulated?

Rents in the private rental sector can be freely negotiated when the contract is signed.

Can the tenant challenge/test the initial rent?

If the tenant thinks his rent is higher than is being paid by other tenants for similar properties, he can go to a rent assessment committee, which will assess a market rent. However, UK law gives the tenant no protection against retaliatory eviction by the landlord.

Tenants can do very little, and challenging in courts is lengthy and most tenants do not want to do this. If the tenant finds mould, the tenant can involve the local council if there is an environmental, safety or health issue.

Rent increases, for sitting tenants

There are no limitations to rent increases – and no motives for increases are necessary.

Generally, once a year, but will be set in each rent agreement, in writing.

Rent increases must be notified to tenants using a special form; if the tenant does not agree, he can go to the Rent Assessment Committee.

Again, the problem is that UK law gives the tenant no protection against retaliatory eviction by the landlord, who can evict him at 2 months' notice without giving a reason.

Duration of lease

Most leases in the private rental sector are for 6 or 12 months, then they go into a rolling tenancy.

But, lease contracts may be for any term that the parties agree on - two weeks, a month, six months, ten years, or for other terms.

Notice period

Either duration of contracted lease remaining, or 1 month.

UK law gives the tenant no protection against retaliatory eviction by the landlord, who can evict him at 2 months' notice without giving a reason.

Tenants challenge the termination of the lease in a civil court.

Security deposit

A deposit of 1 month's rent.

Deposit should be held in a security deposit scheme. Many are not...

Also, 1 month's rent in advance is the norm.

English landlords must put tenants deposit in a government-backed tenancy deposit scheme (TDP) if he/she rents on an assured shorthold tenancy that started after 6 April 2007.

The "assured shorthold tenancy."¹

¹ www.globalpropertyguide.com/Europe/United-Kingdom/Landlord-and-Tenant

Since 28 February 1997, all new tenancies for less than £25,000 per year are "assured shorthold tenancies," unless the contract specifies that the dwelling is being let on an "assured" tenancy. (Tenancies above £25,000 per annum can be entirely freely contracted).

The assured shorthold tenancy gives the tenant security for an initial 6 months, even where the contract is for 6 months or less, unless the tenant has breached one of the standard grounds for possession. After that, the landlord need only give 2 months "notice requiring possession" to remove the tenant. No reason need be given for requiring possession.

Where the tenant refuses to surrender, the landlord cannot just walk in, he must apply to the court for a possession order, but this is easy and relatively quick. The court has no discretion to refuse.

If the contract is for a longer fixed term the landlord cannot apply for possession before the end of that term. Again, 2 months' notice must be given after the end of the term.

At the end of any fixed term the tenancy becomes a periodic month-by-month tenancy. As always, to evict the tenant, 2 months' landlord's notice is necessary, and no reasons are necessary.