



Assured Tenancies

Grounds for Possession

We promote equality of opportunity in every aspect of our business in line with our objectives.

Assured Tenancies

Schedule 2 to the Housing Act 1988 as amended sets out the grounds on which the courts may order an assured periodic tenant to give up possession of his or her dwelling. Since the passage of the Housing Act 1996 there are eighteen grounds (14 and 14A are independent grounds), eight mandatory and ten discretionary. In addition, there is in effect a nineteenth, mandatory, ground available (not shown below) against an assured shorthold tenant where the landlord has served two months' notice of determination and the tenancy has run for at least six months (or for an initial fixed term, if longer than six months).

All the grounds are given even though some are unlikely to be relevant to social landlords. Every effort has been made to summarise them accurately, but if precise information is required reference should be made to Schedule 2 to the Housing Act 1988 (as amended) or legal advice should be sought.



Mandatory Grounds -

where one of these grounds applies, the court must grant possession to the landlord.

1. Owner-occupation

The landlord formerly resided at the property or now requires it as a residence for the landlord or the landlord's spouse. A notice must normally have been served before the tenancy began warning that this ground might be used.

2. Sale by mortgagee

Under a mortgage granted before the tenancy began the lender requires vacant possession to sell the property. Notice must normally have been given as for ground 1.

3. Off-season holiday accommodation

The letting is for a fixed term of eight months or less and the property was at some time during the twelve months prior to the tenancy let for holiday purposes. Before the tenancy began a notice must have been given warning that this ground might be used.

4. Property formerly let to students

The letting is for a fixed term of twelve months or less and the property was at some time during the twelve months prior to the tenancy, let to students by an institution whose student lets are excluded from assured status under the Act. Before the tenancy began a notice must have been served warning that this ground might be used.

5. Required for a minister of religion

The Property is held for letting to a minister of religion, is now required for that purpose, and before the tenancy began a notice was served warning that this ground might be used.

6. Demolition or reconstruction

The landlord or superior landlord intends to undertake demolition or reconstruction work that cannot be carried out with the tenant in place, or can be carried out only after making variations to the tenancy that the tenant is unwilling to accept. This ground contains lengthy provisos and safeguards not summarised here.

7. Death of tenant

The tenant has died within the last twelve months (or the landlord has become aware of the tenant's death within the last twelve months) and the tenancy has been inherited by bequest or through intestacy.

8. Substantial rent arrears

When notice of seeking possession is served and when the case is heard, at least eight weeks' (or two months') rent is owed.



Discretionary Grounds -

Where one of these grounds applies, the court may order possession if it thinks it is reasonable.

9. Alternative accommodation

Suitable alternative accommodation is available to the tenant, or will be available when the possession order takes effect.

10. Any rent arrears

Any amount of rent, however small, is owed when notice of seeking possession is served and when the case is heard.

11. Late Payment

The tenant has been persistently late in paying rent (whether or not the rent is currently in arrears).

12. Breach of tenancy

The tenant is in breach of tenancy in any respect other than the requirement to pay rent.

13. Deterioration

The tenant, or other resident in the property, has by act or default caused the property or common parts to deteriorate. This ground is not available if the deterioration resulted from the act or default of a lodger or sub-tenant, provided that the tenant has taken reasonable steps to remove that person from the premises.

14. Nuisance

The tenant, or other resident in or visitor to the property, has either behaved in a way causing or likely to cause a nuisance or annoyance to neighbours, visitors or other persons lawfully in the locality; or been convicted either of an arrestable offence in the dwelling or its locality or of using the dwelling for immoral or illegal purposes.

15. Domestic violence

One of a married couple (or a couple living as husband and wife) has been driven from the home by actual or threatened violence by the other and is unlikely to return. This ground is available only where the landlord is a registered social landlord or a charitable housing trust.

16. Furniture

Provided under the tenancy has deteriorated owing to ill-use by the tenant or other resident. In the case of deterioration caused by a lodger or sub-tenant, this ground is not available if the tenant has taken reasonable steps to remove that person from the premises.



17. Tied accommodation

The tenancy was granted because the tenant was employed by the landlord, and the employment has ceased.

18. Misrepresentation

The tenant induced the landlords to grant the tenancy by knowingly or recklessly making false statements, or instigated some other person to do so.



Contact Us

White Horse Housing Association Ltd

Tel: 01380 850916

Email: info@whitehorsehousing.co.uk

www.whitehorsehousing.co.uk

Find us on Facebook & Twitter



facebook.com/WhiteHorseHousing/



[@InfoWHHA](https://twitter.com/InfoWHHA)