



Lifting of the Eviction Ban on Residential Tenancies - The Rights and Procedures for Tenants

This resource was produced during a virtual Vacation Scheme in June 2021. The information and guidance reflects policy at the time and may be subject to change. Whilst this document provides legal information, this does not amount to legal advice.



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Introduction

Due to the challenges presented by the COVID-19 pandemic, many people have lost their jobs and businesses are struggling, leaving a large portion of the public unable to keep up with the rent payments. To prevent this circumstance from causing a large number of evictions, leading to an increase in homelessness, the government put a ban on evictions from residential tenancies for a period. This ban has been under review and the rules around whether the landlord can evict their tenant and how much notice can they give before pursuing a court order for eviction, have been changing.

This document considers the latest changes in the rule on giving notice before eviction and is aimed to

provide tenants with an overview of the law on eviction so that they can understand the basic rules and procedure on eviction and are aware of their rights. This will increase their confidence in seeking further support in fighting eviction. It also signposts the reader to other resources where they can get detailed guidance more specific to their situation. This document is not intended to provide detailed legal advice on the issue of eviction and the reader is encouraged to read around the subject and seek professional advice for their situation.

Notice Periods and the Ban on Evictions

Current guidelines on notice periods

- Because of Covid-19 the Government introduced changes to the notice periods for evictions to provide some protection to tenants during the pandemic.
- From **1st June 2021**, landlords must give at least **4 months notice**. (This is a reduced period to the previous requirement of 6 months notice that was in place until the 31st May 2021).

- The notice period is subject to **exceptions** in more serious cases.
- For **anti-social behaviour** the landlord should provide immediate to **4 weeks notice**.
- For **domestic abuse** in the social section the landlord should provide **2 to 4 weeks notice**.
- For situations involving **false statements** the landlord should provide **2 to 4 weeks notice**.
- For **serious arrears of more than 4 months** the landlord should give **4 weeks notice**.
- For situations where the **tenant does not have the right to rent due to immigration rules** the landlord should give **2 weeks notice**.
- For situations where the **tenant has died** the landlord should give **8 weeks notice**.

Future changes to notice periods

- From the **1st August 2021** the notice period for eviction when there is unpaid rent the notice will be reduced to **2 months even when there is less than 4 months arrears**.
- The general requirement for 4 months' notice will **expire on the 30th September 2021**.
- From the **1st October 2021** the notice period will **return to the pre-pandemic guidelines of 2 months**. This is subject to public health guidelines and progress with the roadmap out of Covid-19 restrictions.

- More information can be found at https://england.shelter.org.uk/housing_advice/coronavirus

Covid-19 and Evictions

- On the **31st May 2021** the **eviction ban** that was put in place during Covid-19 **has been lifted**. Bailiffs and enforcement officers can resume carrying out evictions when the court have granted a possession order.
- However, bailiffs are not allowed to evict tenants if someone living in the property has symptoms of Covid-19, has tested positive for Covid-19, is awaiting a Covid-19 test result or is self-isolating. In these circumstances a new date will be arranged and the bailiffs must give 14 days notice.

Terms and Procedure of Evictions of Tenants

Types of Council housing
tenancies

- There are three different types of tenancies for council housing.
- An **Introductory Tenancy** usually exists for the first 12 months for new tenants. It can be extended for 6 months. After it expires, the tenants automatically become flexible or secure tenants unless the council either starts eviction procedure or extends the introductory tenancy for further 6 months.
- A **Flexible Tenancy** exists for a fixed period, usually 5 years but could be as low as 2 years. At the end of the term the council may decide to offer the tenant another fixed term tenancy, or offer a secure tenancy, or not renew the tenancy. They must explain their reasons and offer a chance for the tenant to challenge the decision.
- A **Secure Tenancy** is where the tenant can live in the property for the rest of their life unless they break the terms of tenancy. In case of a possibility of eviction, specific advice should be sought.

Types of private tenancies

- The most common type of a private renting tenancy is an **assured shorthold tenancy**. Most new tenancies automatically take the form of an assured shorthold tenancies.
- There is a assured shorthold tenancy if the landlord does not live in the property, the

tenancy started on or after the 15th January 1989 and the property is the tenants' main accommodation.

- There will not be an assured shorthold tenancy if it started before 15th January 1989, the rent is more than £100,000 a year or less than £250 a year (less than £1,000 for London) or is a business tenancy, holding let, licence or social tenancy.
- Other tenancies include excluded tenancies/licenses, assured tenancies and regulated tenancies.
- An **Excluded tenancy or licence** may arise if the tenant lodges with the landlord and uses shared facilities. The tenant will usually have less protection from eviction with this type of agreement.
- **Assured tenancies** may arise when a tenancy began between 15 January 1989 and 27 February 1997. The tenant will have increased protection from eviction with this type of agreement.
- A **Regulated tenancy** may arise when the tenancy started before 15 January 1989. The tenant will have increased protection from eviction and can apply for a 'fair rent'

Types of notices

- The most common types of notices are Section 8 and Section 21 notices under the Housing Act

1988 which are used for assured shorthold tenancies. (A Section 8 notice can also be issued for assured tenancies)

- A **Section 8** notice is given when there is a breach of a terms of the tenancy agreement, such as failure to pay rent. A Section 8 notice must specify the reason for eviction.
- A **Section 21** notice is served at the end of a fixed term tenancy or to terminate a periodic tenancy and does not require a reason to be given by the landlord
- A Section 8 notice will be valid when the notice prescribes the correct notice period as required by government guidance, specifies the date at which the landlord is able to start court proceedings and explain the grounds of eviction. further information on a Section 8 notice can be found at https://england.shelter.org.uk/housing_advice/eviction/eviction_of_a_tenant
- A Section 21 notice will be valid when the notice prescribes the correct notice period as required by government guidance, the deposit must be protected, the tenant must have given copies of the gas safety certificate, energy performance certificate and the government how to rent guide. The landlord must have repaid any unlawful fees or deposits that they have charged and there must not be an a council order for repairs.
- A notice may be invalid if it was received after the tenant made a written complaint to the landlord about the conditions of the property.

Advice on what to do after receiving a notice

- Guidance on how to react to a Section 8 notice can be found at <https://www.citizensadvice.org.uk/housing/renting-privately/during-your-tenancy/check-your-section-8-notice/>
- Guidance on how to react to a Section 21 notice can be found at <https://www.citizensadvice.org.uk/housing/renting-privately/during-your-tenancy/if-you-get-a-section-21-notice/>

What happens if a notice is given?

The procedure of giving notice

- For an eviction the landlord or housing association will send the tenant a notice seeking possession or an eviction notice.
- The notice must comply with the guidelines of notice periods and specify a date the tenant has to leave by. As stated above.
- If the tenant remains in possession after the specified date the landlord will need to seek a

court order to evict the tenant. If the process results in court proceedings the tenant may be liable to pay the costs.

Is a notice valid?

- To be valid a notice must be in writing.
- The notice must contain the reason why the landlord is seeking eviction and the date at which the landlord is entitled to start court proceedings.
- The landlord must give the correct notice period.
- The landlord must give notice using the correct form which can be found at

<https://www.legislation.gov.uk/ukxi/1987/755/schedule/part/II/chap>

What happens after a valid notice is given to a tenant?

What steps does my landlord usually have to take to evict me?

- 1 Give you a valid written Notice to leave your home
- 2 Apply for a possession order from the County Court
- 3 Apply for a warrant to set a date for a Bailiff to evict you.



Call Shelter Cymru for expert housing advice on 0345 075 5005

- After giving a valid notice the landlord can begin court proceedings if the property is not properly vacated.
- The tenant will be provided with court papers and a defence form which can be used to challenge the eviction. Tenants will need to complete the form and return it to the court within 14 days. Further information on challenging the eviction and completing the form can be found at <https://www.citizensadvice.org.uk/housing/social-housing/if-youre-being-evicted/challenging-an-eviction/>
- The landlord is not able to evict the tenant until they have a possession order from the court.
- If the landlord has a court order for possession they can make a request for the court to provide a warrant of possession to give bailiffs authority to evict the tenant. Bailiffs must

provide 14-days notice and are subject to Covid-19 guidelines as set out above.

- In some circumstances when a notice is invalid the court may still go ahead with the proceedings. However, in most cases the landlord would have to provide the tenant with a new valid notice before progressing with the stages after notice.

Unlawful evictions

- Landlords must give notice to be able to lawfully evict the tenant.
- If the landlord tries to evict the tenant without notice or a possession order it will be an unlawful eviction.
- An unlawful eviction arises when the landlord tries to avoid the tenants protections and force them out of the property. An unlawful eviction can occur if the landlord has issued threats, changed the locks or cut of supply to services such as water.
- If the landlord tries to carry out an unlawful eviction you should contact the police, local council and advice services (more information below).



Changing the rental unit's locks.



Removing the rental unit's front door.



Removing the renter's belongings without legal backing.



Turning off the unit's heat and/or electricity.

Possession Proceedings: Private Landlords and Tenants

Before the proceedings

- Before the landlord can evict a tenant they first must serve a notice to the tenant.
- As soon as a tenant is given notice, it is important for them to seek advice as soon as possible as to whether to leave the property, speak to the landlord, or wait for possession proceedings to be brought in court.
- Before court proceedings are considered, both the landlord and tenant may agree to a lower level of rent or set up a plan for the tenant to pay off arrears at a later date, and for the landlord to not seek court possession for a period of time. This avoids court action especially during COVID-19.

Court orders for eviction

- After the notice period has expired and the tenant is still in the property the landlord would need to apply to the court for a standard possession order to take possession and evict the tenant. For most tenancy agreements a landlord cannot force a tenant to leave and repossess the property without a court order.
- Landlords cannot use violence or threat of violence to evict a tenant in any circumstances, and if a landlord does not follow the appropriate legal procedure they may be guilty of illegal eviction and/or harassment.
- Courts have been considering possession cases since the reopening of courts on 21

September 2020, so landlords can bring possession claims to court when the notice period has expired. Tenants should engage with the court process including attending appointments and hearings scheduled by court, and if they are unable to because they are self-isolating then should inform the court as soon as possible.



Standard possession order brought by landlords in court

- The **judges list cases in order to have a hearing**, and prioritise: cases such as those with allegations of anti-social behaviour or extreme alleged rent arrears of at least 12 month's rent, or 9 month's rent if the rent is more than 25% source of the landlord's total

annual income. For further information visit

<https://www.gov.uk/government/publications/understanding-the-possession-action-process-guidance-for-landlords-and-tenants/understanding-the-possession-action-process-a-guide-for-private-landlords-in-england-and-wales>

- When landlords begin court proceedings for a standard possession order the tenant must inform the landlord if they have been affected by Covid-19 such as by testing positive, losing their job or the death of a family member. The landlord must inform the court of the effects of Covid-19. The court are able to consider the impacts of Covid and stop or delay the eviction.
- Tenants can submit a defence to the court against the notice and put forward legal reasons why the possession order should not be made, such as a change in the tenant's position that has allowed arrears to be paid off. Tenants also have an opportunity to tell the court in the defence form how they have been affected by COVID-19.
- Due to COVID-19 it may take longer than the usual 8 weeks for possession claims to be heard by a judge.

Review date

- A Review date will be sent to the landlord and tenant, where the judge reviews the court file.

- At the Review date tenants can obtain free legal advice from a court duty solicitor (more information below), and both parties (the landlord and tenant) try to reach a settlement and resolve the case at this stage without the case progressing to the Possession Hearing.
- If an agreement is made between the landlord and tenant on the Review date, then the judge can make an order. The judge can also adjourn/postpone the possession hearing, or dismiss the case if the judge feels there is not adequate information provided to the court or the landlord has made errors in the claim.

Mediation

- If both the landlord and tenant agree at the Review date, then they can be referred for mediation without the case progressing to a Possession Hearing.
- Mediation is when an independent third-party mediator assists the parties (the landlord and tenant) to reach a mutually acceptable agreement to resolve their dispute and issues, without needing a Possession Hearing in court.
- Mediation can take place at any point during the possession process and does not make the court process any longer.
- The government is funding possession mediation services for claims that reach the court, called the **Rental Mediation Service**,

making mediation free for landlords and tenants. More information can be found at <https://www.gov.uk/guidance/rental-mediation-service>

- If there is an agreement reached from mediation then the agreement is signed by both parties. The court is informed of the outcome by the mediator, with there no longer being a need for a Possession Hearing.
- However, if an agreement is not reached through mediation then the court possession proceedings continue and there will be a Possession Hearing.

Possession hearing

- If a settlement between the landlord and tenant cannot be reached on the Review date or in mediation, there will be a 15-minute Possession Hearing in county court 28 days after the Review date, where a judge will hear the claim. Both the landlord and tenant should attend and can bring representation.
- Tenants in danger of eviction or having property repossessed have access to free independent legal advice and representation from the **Housing Possession Court Duty Scheme** on the day of their Possession Hearing or for mediation, regardless of a tenant's financial circumstances and there is no means test. If the scheme is not available in your area tenants

can check with the court if there are other advice services on offer. More information on the Housing Possession Court Duty Scheme can be found at

<https://www.gov.uk/government/publications/housing-possession-court-duty-schemes-hpcds> and

details about organisations offering advice can be found below.

- It can be requested to the court in writing by the landlord or tenant for the hearing to take place remotely online if the judge, landlord and tenant all agree to this.

The Judge's decision in the possession hearing

- The judge can decide to make a possession order meaning the tenant must leave the property by the date set.
- There are two types of possession order: a **suspended possession order** where the tenant has to leave the property if they do not comply with conditions laid down by the order and an **outright possession order** where the tenant must leave the property by the date set out in the possession order; which, is typically 14-28 days after the hearing. But, the judge may delay the eviction for up to 6 weeks when a tenant is in an exceptionally difficult situation.
- Alternatively, the judge may decide to dismiss the case, meaning the tenant would not be

evicted and can remain in the property. The tenant can ask the judge to order the landlord to pay the tenant's legal costs if any has incurred. If the landlord still wants possession of the property then they must restart the process from the beginning.

- The judge could also adjourn/delay the hearing until a further date for the judge to make a final decision.
- Tenants and landlords can appeal the judge's decision if they have proper legal grounds of appeal, which legal advice should be sought about this.

Reactivating a claim

- If the possession claim has been made by the landlord **before 3 August 2020** but you have not yet had a court hearing, then landlords have **until 4pm on 30 April 2021** to reactivate the claim by sending a *Reactivation Notice* to the court.
- If the landlord did not file a Reactivation Notice before 30 April 2021 and still want to progress the claim, the landlord must complete a *N244 application* and submit it to the same court where the possession claim was originally filed.
- If the possession claim is made **after 3 August 2020** then it will be processed in due course.

Warrants of possession

- If a possession order is granted by the court and the tenant does not leave by the specified date in the order, the landlord can apply to the court for a Warrant of Possession.
- A warrant of possession allows for bailiffs to evict the tenant and is valid for 12 months from the date of issue. The tenant can apply to suspend the warrant, which will postpone/delay the eviction or set the warrant aside, allowing the tenant to remain in the property.
- Landlords can apply for a warrant of possession up to 6 years after the specified date has passed on the possession order which the tenant should have left the property by.
- If a warrant of possession the landlord has received from the court has expired or is nearly expiring and the landlord has not been able to evict the tenant due to the restrictions in place from COVID-19, then landlords must complete a N244 form and send it to the court. The form must ask the court to extend the warrant of possession for a further 12 months as it has expired due to COVID-19, and include any change in circumstances of the tenant or landlord.
- If a landlord could not use the warrant of possession to carry out the eviction of a tenant due to the restrictions on bailiffs in place from **17 November 2020 until 31 May 2021**, and the

warrant of possession is expiring then the N244 form must request to extend the warrant for a further 12 months as the bailiff was unable to conduct an eviction due to the restrictions from COVID-19, and include any changes in circumstances of the landlord or tenant.

- The application for the extension of a warrant of possession is considered by a judge, and the landlord may need to attend a hearing if the judge finds it appropriate.
- Applications by the landlord filed **within 1st June 2021 and 31st August 2021** to extend the date of the warrant of possession will not require a fee to be paid, but **after 31st August 2021** the application fee is either £100 without notice of the defendant tenant, or £255 with notice of the defendant tenant.
- If a landlord has a warrant of possession but no longer needs the tenant to be evicted by a bailiff as they have left the property, the court should be let know as soon as possible that the landlord no longer needs the eviction to go ahead.
- If an eviction is able to take place using the landlord's warrant of possession, then an eviction appointment is sent to both the landlord and tenant with a **minimum of 14 day's notice**.
- Bailiffs will not carry out evictions if they are made aware the tenant or anyone in the property has COVID-19 symptoms, have tested positive for COVID-19 or are waiting for results,

or are instructed by the NHS to self-isolate. In this case the eviction appointment will be rescheduled with 14 day's notice.

- Bailiffs will also not carry out an eviction if possession of the property was issued on the grounds that the tenant died but there are occupants still in the property, and the eviction will only continue if the bailiffs are satisfied the property is empty.

Social tenancies

- A social tenancy is when the landlord is a Housing Association (Private Registered Provider of Social Housing/Registered Social Landlord) or the Council.
- The possession proceedings as stated above are the same for social tenants and landlords, as they are for private landlords and tenants.

Further Information

- Further information on possession proceedings can be found at:
- <https://www.gov.uk/government/publications/covid-19-and-renting-guidance-for-landlords-tenants-and-local-authorities/coronavirus-covid-19-guidance-for-landlords-and-tenants#possession-action-in-the-county-court>

- <https://www.gov.uk/government/publications/understanding-the-possession-action-process-guidance-for-landlords-and-tenants/understanding-the-possession-action-process-a-guide-for-private-landlords-in-england-and-wales>
- <https://www.gov.uk/government/publications/understanding-the-possession-action-process-guidance-for-landlords-and-tenants/understanding-the-possession-action-process-a-guide-for-private-residential-tenants-in-england-and-wale>

Rights and Responsibilities of Tenants and Licensees



The rights of tenants

- Tenants have a number of rights and protections under their tenancy agreements and legal rules.
- A tenant has a right to live in a property that is safe and in a good state of repair.
- A tenant has the right to have their deposit returned at the end of the tenancy and in most cases have it protected.

- A tenant has a right to challenge excessively high charges.
- A tenant has the right to live in the property undisturbed.
- A tenant has the right to see an energy performance certificate and gas certificate for the property.
- A tenant has the right to be protected from eviction and unfair rent.
- A tenant with a fixed-term tenancy of more than 3 years has the right to a written agreement.
- A tenant has the right to not be harassed by the landlord. Harassment covers any acts of the landlord that makes the tenant feel uncomfortable and unsafe and may force them to leave. Some examples of harassment include; cutting of the supply of services, withholding keys, refusing to carry out repairs and any anti-social behaviour
- A tenant has a right to not be discriminated against for any reason.

The responsibilities of tenants

- The tenant has the responsibility to allow the landlord to access the property for inspections and repairs. But, the landlord must give at least 24 hours notice before entering the property and visit at a reasonable time. This is subject to an exception in an emergency situation.

- The tenant must take good care of the property, pay the agreed rent, pay other charges on the property such as council tax as agreed with the landlord, repair and pay for any damage and only sublet the property if it is allowed by the tenancy agreement.
- Covid-19 has not altered these responsibilities. However, the tenant and landlord should work together to ensure any visits are only for necessary situations and follows the NHS guidelines.

Licensees

- A license to occupy arises where there is no right to exclusive possession or there is no intention to enter into the legal relationship of landlord and tenant. For example, there will be no exclusive possession if several individuals have keys and access to the property.
- Individual agreements and circumstances will vary, meaning licensees should seek individual legal advice to fully understand their rights and responsibilities. For instance, when a licensee has exclusive possession it may be a tenancy, regardless of what is contained in the agreement, which would give the licensee the rights of a tenant.
- Licensees are responsible for repairing any damage, keeping the property clean, leave the property in a good state at the end of the

agreement and to not cause risk to the health and safety of others.

- Information on accessing legal advice can be found below

Rights and Responsibilities of Landlords

Resolving disputes during Covid-19

- Landlords and tenants are encouraged to resolve disputes without having to go to court whenever possible which has been emphasised during Covid-19.
- The government has worked with the National Residential Landlords Association to produce a guide for private landlords and tenants on managing arrears and avoiding court action in the context of the coronavirus pandemic. The guide can be accessed at <https://www.nrla.org.uk/resources/ending-your-tenancy/pre-action-plan-avoiding-possession-claim>
- Landlords are encouraged to communicate with the tenant and discuss the issue to try to establish a sensible route forward, looking at

any potential vulnerabilities. The landlord and tenant are advised to work together to reach an agreement that is suitable for both of them.

- The Landlord should signpost the tenants towards organisations such as citizens advice, shelter, or their local council. More details on helpful organisations can be found at the end of this document.
- The landlord should attempt to work with the tenant to agree on a payment plan that works for them both.
- The landlord is advised to make note of any contract and agreements made between them and the tenant in case they need to be relied upon in court.

The landlords responsibilities when evicting a tenant

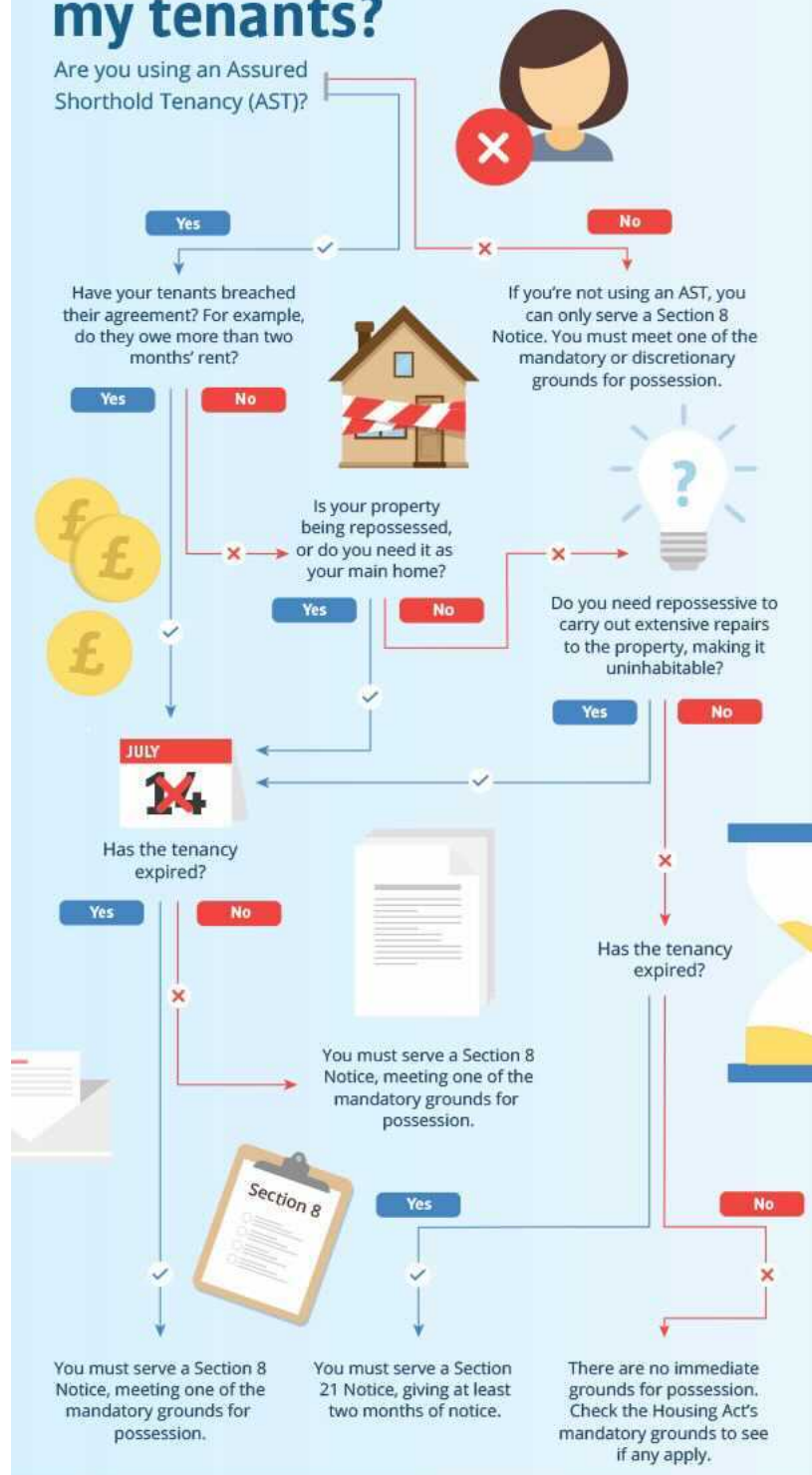
- If an agreement cannot be reached with the tenant, the landlord is entitled to seek possession of the property. However, it is essential that the landlord and tenant continue to try to discuss the level of arrears, the tenants financial situation and repayment of arrears.
- When seeking possession, the landlord should outline the reasons possession is being sought. A failure to do so could result in the case being adjourned, which could delay the process. Landlords must also declare what they know about the tenant's situation and how it has

impacted their ability to pay rent. Both parties should consider for a final time if there are any other options that suit both parties, rather than commencing legal proceedings. Landlords must present all possible documentation and communications with the tenant that has contributed to the situation.

Can I evict my tenants?

Are you using an Assured Shorthold Tenancy (AST)?

upad



Financial difficulties

- If a landlord becomes concerned about their financial situation due to a lack of rental income, they should discuss the situation with their lender. The Financial Conduct Authority has been clear that for borrowers including those with a Buy-to-Let mortgage, who have been impacted by Coronavirus, lenders should continue to provide support through tailored forbearance options. These could include making reduced or no payments for a temporary period, or changing the mortgage term.
- Further information on mortgages and the support available during the coronavirus (COVID-19) outbreak is available from the

Money Advice

Service <https://www.moneyadviceservice.org.uk/en> <https://www.money-guidance> and **UK**

Finance <https://www.ukfinance.org.uk>

Organisations and Resources for Free Support



FREE LEGAL AID

Greater Manchester Law Center

- The Greater Manchester Law Center introduced Greater Manchester Against Evictions as the biggest cause of homelessness is evictions. As part of Greater Manchester Against Evictions free legal advice and support is provided to the tenants' union to help resist unfair evictions. They also provide direct advice to people across the community through legal services that look at issues concerning housing and provides free legal advisors when tenants have concerns about being evicted.
- To access the service tenants can call: 01617693344 or email: reception@gmlaw.org.uk or housing@gmlaw.org.uk
- In September 2020 possession hearings resumed whilst the protections provided by the

government are slowly being relaxed. The Greater Manchester Law Center recognise that tenants can defend against the possession proceedings after receiving notice and provide resources and legal aids to support tenants throughout the process.

- Some groups of individuals were provided no additional support to protect against evictions during the pandemic. These include; lodgers, homeless individuals who live in temporary accommodation, individuals living in council or housing association hotel accommodation and some individuals who are in accommodation as part of their employment.
- The Greater Manchester Law Center provides urgent legal advice to individuals within these categories who are faced with eviction and try to help them remain in housing/accommodation
- In some circumstances Landlords try to avoid the legal protections and unlawfully evict tenants by forcing them out of the property through threats of violence, the changing of locks or cutting of services such as water and electricity.
- Unlawful eviction is a criminal offence and tenants are entitled to contact the police and local council to prevent the eviction. Additionally, greater Manchester Law Center provides legal advice in these situations and help tenants apply for injunctions to stop the eviction from going ahead.

The Bond Board

- The Bond Board operates in Bolton and Rochdale to provide specialist support and advice on a quick and efficient basis to both landlords and tenants to try and resolve any issues that arise during a tenancy.
- The Bond Board provides a bond guarantee that helps cover any rental arrears. The bond guarantee is a free scheme that has helped tenants claim £1.8 million to help pay rent over the last year. Further information on the scheme can be found at:
<https://www.thebondboard.org.uk/landlords/the-bond-guarantee/>
- The Bond Board has introduced a tenant advocacy service due to the impact of Covid-19. As part of the service they offer free specialist advice on a one-to-one basis to support tenants in private rentals and help them understand their rights. The advice covers matters such as evictions and financial struggles.
- To contact the service call: *01204546130* for Bolton or *01706342404* for Rochdale or visit the website for more information
<https://www.thebondboard.org.uk/tenant-news/we-are-pleased-to-announce-a-new-housing-advice-service-at-the-bond-board/>

Shelter Greater Manchester

- Shelter offers free advice and support to anyone who is homeless, in housing need or who has a housing-related problem. Shelter offers specialist advice and support in housing, welfare benefits, debt and dealing with living in the private rented center which covers complex issues.
- Shelter provides a legal service where individuals and families who are eligible for legal aid are given specialist legal advice for housing matters such as unlawful evictions.
- To contact Shelter Greater Manchester and the services they provide call: 01618207589
- Shelter helps tenants who are facing financial difficulties and are struggling to pay their rent contact their landlord to try and help reach an affordable agreement and prevent eviction due to arrears. Shelter have provided the resource of a letter template that can be found at https://england.shelter.org.uk/housing_advice/eviction/what_to_s
- Shelter will help to facilitate the negotiations and explain the circumstances to the landlord.

Citizens Advice

- Citizens Advice provide a free service that tenants can contact for support when they are facing housing issues. As part of this Citizens Advice provide an advisor to help resolve issues such as eviction.

- The advisor can help with negotiations with the landlord when the tenant is facing financial difficulties in order to try to resolve the matter without problems progressing further to evictions and possession claims.
- The advisors provide help when a tenant is given notice of eviction. The advisor will help the tenant to defend against the proceedings and will assist in completing the defence form.
- There are more than 15 Citizens Advice centers located across the Greater Manchester region that tenants can contact for specific advice. Information and contact details for the different centers can be found at <https://www.citizensadvice.org.uk/about-us/contact-us/contact-us/>

Civil Legal Advice

- Civil Legal Advice provide free and confidential legal aid for matters that including housing and evictions.
- In order to access the service tenants must meet the eligibility criteria. To determine whether one is entitled to the aid a short survey can be completed online which is found at <https://www.gov.uk/check-legal-aid>
- If eligible a legal advisor will determine the best option for the tenant and if they cannot help further will make a referral to a different organisation or service who will be able to help.

Housing Possession Court Duty Scheme

- When possession proceedings resumed in September 2020 new arrangements were introduced as the Housing Possession Court Duty Schemes. As part of these schemes' individuals are given on-the-day emergency face to face advice and representation when facing possession hearings.
- The scheme can be accessed by anyone who is facing eviction, regardless of financial circumstances as long as they have a listed hearing. This applies to both the review date and substantial hearing. Due to the emergent and serious nature of the proceedings there is no eligibility criteria that needs to be met.
- The scheme covers all types of possession proceedings that fall within the scope of the Legal Aid, Sentencing and Punishment of Offenders Act 2012 that include private rented possession proceedings, public/registered social landlord rented possession proceedings and applications to stay/suspend execution of warrants of possession.
- Under the scheme the tenant receives: advice on the day of the hearing, representation for the hearings, advice explaining the outcome of the hearing and available options, help communicating with 3rd parties on the day of

the hearing such as negotiating with the landlord and a written copy of all of the advice.

- Providers of the scheme must offer services to every eligible client who requests to see an advisor. Therefore, all tenants facing possession proceedings can access that free legal support on the day of their hearings.

Help with financial struggles and rental payments

- One of the most common reasons for eviction is failure to make rental payments. To help with this there are multiple organisations that offer financial support to try and prevent the tenant from falling into arrears and being in danger of eviction. Tenants who owe rent may be able to receive grants or emergency aid such as **Discretionary Housing Payments** that are provided by the council to eligible low-income families. Applications for Discretionary Housing Payments are made through local council and information can be found at the government website:
<https://www.gov.uk/government/publications/claiming-discretionary-housing-payments/claiming-discretionary-housing-payments>
- There are a number of charitable organisations that offer support such as **City South Manchester Support**, the **Help with Rent Team** and **Southway Housing Trust**. Specific

details on the different organisations and contact details can be found at

<https://www.billhelp.uk/manchester-rent-deposit-scheme-programmes/>

- **Step Change Debt Charity** provides free, confidential and expert debt advice and money solutions and work with individuals to find their best solution. Information on the service they provide can be found at <https://www.stepchange.org/>

Breathing space

- As of May 2021, tenants may be entitled to 'Breathing Space' for debts that includes rental arrears. Breathing Space is a debt scheme that was introduced to provide legal protections for a 60-day period whilst the individual works with a debt advisor. A standard 'Breathing Space' is available to anyone who is facing problems with debt.
- The 'Breathing Space' scheme is not a payment holiday and tenants must continue to make their rental payments. However, if they are unable to meet the payments they are afforded legal protections.
- During a Breathing Scheme creditors must stop asking for payments, interests and charges on arrears must be frozen, all enforcement action must be paused and the landlord cannot give

notice or evict tenants during Breathing Space for reasons for rental arrears.

- During the 60-days tenants will work with a debt advisor to find an affordable, long-term solution to the tenants' debt problems.
- A period of Breathing Space can be granted by a debt advice provider who is authorised by the FCA or by a local authority who provides debt advice to local residents.
- To be eligible for the scheme the tenant must meet the following criteria: be an individual who owes a qualifying payment (rent arrears), live or usually reside in England or Wales, not have a debt relief order (DRO), an individual voluntary arrangement (IVA) or an interim order and not already be in recipient of Breathing Space over the last 12 months.
- Additionally, the debt advisor must be satisfied that the tenant is unlikely to be able to repay some or all of their debt and that Breathing Space is appropriate for them.
- For further information and to apply for Breathing Space visit <https://www.stepchange.org/how-we-help/applying-for-breathing-space.aspx>