



**CB RESTORE: A
RANGE OF COST
EFFECTIVE OPTIONS
FOR PRIVATE
RENTAL SECTOR
LANDLORDS TO
REMEDY TENANT
BREACHES OR
RE-TAKE
POSSESSION.**

THE RENTAL MARKET IS CHANGING...

The Private Rental Sector (PRS) has doubled in size over the last decade, and many believe that the lack of affordable housing stock, combined with the growth in Build to Rent (BTR), will mean that in 15 or 20 years' time, more people will rent in the UK than own their homes.

BUT SOME THINGS NEVER CHANGE.

Unfortunately, our experience is that as robust as referencing and vetting processes might be, changes in the circumstances or attitudes of tenants often lead to the breach of tenancy agreement terms and ultimately the break-down of landlord and tenant relations.

As your business grows further your need for legal support in remedying breaches or, once this avenue is exhausted, re-taking possession, will almost certainly grow with it.

HOW WE CAN HELP

With CB Restore, Collyer Bristow can help you deliver operational certainty, minimising both costs and delays when you encounter difficult tenants.

You may wish to immediately obtain possession of the property from a tenant, or in the first instance take steps to require a tenant to remedy a breach of their tenancy agreement. We can help with both. Our experienced team can initially advise on your options, and subsequently provide a streamlined step-by-step service to ensure you get the right result as swiftly and cost-effectively as possible.

Our processes require the minimum involvement from your team, beyond providing the initial information, freeing you up to concentrate on managing your portfolio. You can be confident that your property will be restored to a revenue generating status with the minimum amount of hassle and legal expense.

REGAINING POSSESSION

There are two main routes you can take to regain possession of your property under the Housing Act 1988:

- Section 21 provides you with an automatic right of possession without having to provide a reason, once the fixed term has expired.
- Section 8 allows you to seek possession should there be any breach of the tenancy agreement that remains without remedy after a certain period of time.

The route you choose depends, of course, on the individual circumstances surrounding the tenant in question. Our packages provide clear step-by-step processes for each.

AUTOMATIC RIGHT OF POSSESSION

SECTION 21

PACKAGE

1. REVIEW

Review the terms of the Assured Shorthold Tenancy (AST).

2. CHECK

Check whether you have complied with tenancy deposit requirements and other statutory requirements.

3. PREPARE

Prepare Section 21 notice and covering letter (provided you are compliant as above).

4. SERVICE

Either arrange for the notice to be served on the tenant or provide to you if you wish to arrange service.

Note: You cannot use Section 21 to gain possession of your property during the fixed term. You can serve a Section 21 notice on the tenant during the fixed term at any time after the first 4 months of the tenancy, providing the date for possession stated in the notice is not before the end of the fixed term.

POSSESSION FOR BREACH OF TENANCY AGREEMENT

OR OTHER GROUND FOR POSSESSION

SECTION 8

PACKAGE
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1. REVIEW

Review the terms of the Assured Shorthold Tenancy (AST).

2. CONSIDER

Consider the breach complained of (e.g. typically unpaid rent) and whether it falls within a relevant ground for possession.

3. PREPARE

Prepare Section 8 notice and covering letter .

4. SERVICE

Either arrange for the notice to be served on the tenant or provide to you if you wish to arrange service.

5. WAIT

Wait for tenant to remedy breach complained of or alternatively expiry of notice (timescale can vary according to breach, e.g. 2 weeks for unpaid rent).

6. REVIEW AND PROGRESS

Contact you on expiry of notice, seek instructions on whether to progress the claim.

WHEN A TENANT REFUSES TO GIVE POSSESSION OR REMEDY A BREACH

Whether we have served a Section 21 or Section 8 notice and where the tenant refuses to leave the property or remedy the breach by the date specified in the relevant notice, we can progress your court claim for a possession order. There are two types of possession proceedings; 'accelerated' and 'standard', with differing requirements.

ACCELERATED POSSESSION

A claim using the accelerated possession procedure can only be used where a Section 21 notice has been served and where you only seek possession and not unpaid rent.

PACKAGE 3

1. PREPARE

Prepare Claim documents and any witness statement as to service of the Section 21 notice.

2. FILE

Arrange for the Claim to be filed with Court for issue.

3. ADVISE

Receive Notice of Issue from Court (usually within 2 weeks) and advise you.

4. WAIT

Tenant has 14 days to file Defence (if any).

5. JUDGMENT

Court considers Claim and delivers judgment (typically within 3 – 4 weeks and usually without a hearing).

STANDARD POSSESSION

A claim using the standard possession procedure can be used for both a Section 21 notice and a Section 8 notice, and can also include a claim for unpaid rent together with any other ancillary claims as appropriate.

PACKAGE 4

1. PREPARE

Prepare Claim documents.

2. FILE

Arrange for Claim to be filed with Court for issue.

3. ADVISE

Receive Notice of Issue from Court (usually within 2 weeks) with hearing date (usually 1-1.5 months in advance of issue date), diarise hearing date and advise you.

4. DRAFT

Draft witness statement as to service of the relevant notice on the tenant.

5. INSTRUCT

Instruct Counsel to attend the hearing.

6. PREPARE

Prepare statement of costs for court hearing.

7. HEARING

Counsel attends the hearing on your behalf.

8. JUDGMENT

Court delivers judgment at the hearing and we advise you of result.

ENFORCING THE POSSESSION ORDER

Once possession is ordered, the tenant is usually given 14 days to leave. In the event the tenant fails to leave, you will be required to enforce possession. This is achieved in two ways: through application to the County Court for a bailiff or by transferring the claim to the High Court bailiffs.

PACKAGE

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COUNTY COURT ENFORCEMENT

1. APPLICATION

Apply to court for warrant for possession.

2. CONFIRMATION

Receive bailiff's date for eviction and confirm this with court and you.

3. NOTIFICATION

Advise tenant of bailiff's attendance date (in hope they will leave sooner).

4. EVICTION

Bailiffs attend property to evict tenant - you should arrange locksmith to attend at same time to secure property with new locks.

HIGH COURT ENFORCEMENT

High Court Enforcement is a more expensive option but can drastically speed up the process of regaining possession, typically reducing the delay from around six weeks (with County Court Enforcement) to a fortnight.

PACKAGE

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1. PERMISSION

We instruct Counsel to ask the court at the possession hearing for permission to transfer the claim up to the High Court for enforcement. This saves time if granted.

2. INSTRUCT

We instruct High Court bailiffs who will attend the property on a set date.

ASSUMPTIONS AND FURTHER INFORMATION

All information provided is based upon the assumption that the tenancy agreement is an AST.

Collyer Bristow is a law firm based in London with an office in Geneva. Established for more than 270 years, the firm combines a strong history with a modern approach that offers outstanding levels of professionalism and client service. We provide a comprehensive range of legal services to commercial organisations and private individuals and families based in the UK and internationally.

Our commercial clients include multinationals, public and private companies (particularly owner managed businesses and SMEs), partnerships and public sector bodies.

Our Real Estate team offers a full range of contentious and non-contentious, residential and commercial real estate services including

construction, development and real estate finance.

We are experienced in dealing with all types of landlord and tenant issues including residential tenancies and also commercial leases. We can also provide advice in respect of any tenancy deposit issues that may arise.

We pride ourselves on offering clients a genuinely personal and professional service with an appropriate high degree of partner involvement in all matters we undertake. Our experience ensures that transactions are dealt with cost effectively and commercially so as to provide clear, practical advice.

HOW WE HELP

Please contact us to discuss bespoke package and pricing options for your organisation.

**FOR MORE INFORMATION PLEASE CONTACT US AT
RESTORE@COLLYERBRISTOW.COM OR +44 20 7242 7363**

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