



Tenancy Relations Fact Sheet 5

Notice to Quit for Resident Landlord Tenancies

A resident landlord is one that has lived in the same property as the tenant for the complete duration of the tenancy. These tenancies therefore cannot be either Assured or Assured Shorthold Tenancies as the tenant does not have exclusive possession of the property.

Lettings where a landlord is resident in the same property as the tenant are not covered by the Housing Acts. Instead the procedures for bringing these tenancies to an end are covered by the Protection from Eviction Act 1977.

The Act deals with two types of resident landlord and this is subject to whether living accommodation is shared with the tenant. If no living accommodation is shared, this is an "Unprotected Tenancy". If living accommodation is shared, this is an "Excluded Letting".

Fixed Term or Periodic?

If the tenancy is subject to an agreed fixed term, this is binding on both parties. If there is no fixed term, the tenancy operates under common law and renews itself every rent day, until one party serves notice to quit on the other on a rent day.

Advice to Tenants:

Notice to Quit must be served to expire on the last day of a rental period. It must also give notice equal to how often rent is due, but not less than 28 days. It is advisable to be served this in writing.

e.g. monthly rent = 1 months notice

weekly rent = 28 days notice

Advice to Landlords:

Notice to Quit (no shared accommodation)

As with a tenant, Notice to Quit must be served to expire on the last day of a rental period. It must also give notice equal to how often the rent is due, but not less than 28 days (see example above). In addition the notice must be served in "prescribed form" which is a specific format containing certain information. A sample of a "Notice to Quit" form is attached at the end of this fact sheet.

Court

At the end of the notice, if the tenant is still in occupation, the landlord must then apply to the County Court for a Possession Order.

The address for the Bristol County Court is:

2 Redcliff Street
Bristol
BS1 6GR
Phone: 0117 3664800

Notice to Quit (shared accommodation)

Where the landlord and tenant do share living accommodation, the law treats this differently.

In such situations the landlord is only obliged to give “reasonable notice”. This should at least be equal to how often the rent is due. As good practice, it should be in writing. At the end of the notice, the landlord is not under an obligation to obtain a possession order. This means that the landlord can at this point “peacefully evict”.

This can be a tricky area of law and carrying out a peaceful eviction is not always easy. It is particularly important to avoid any accusation of breach of the peace or assault.

It is advisable that this is not attempted without seeking legal guidance first.

Please note:

It is important that this procedure is followed, to avoid a breach of the criminal law. See Fact Sheet no 6 on “Illegal Eviction & Harassment”.

Disclaimer: This information is not intended as an authoritative interpretation of the law, only the Courts can do that. Neither does this information cover every case. For further guidance, it may be advisable to seek legal guidance from a solicitor.

NOTICE TO QUIT A DWELLING

To:

Of:

I/We [as] [on behalf of] your [landlord(s)] [licensor(s)] named in the Schedule below HEREBY GIVE YOU NOTICE TO QUIT AND DELIVER UP POSSESSION to [me/us] [your] [landlord(s)] [licensor(s)] of the premises described in the Schedule below and which you hold of [me/us] [your] [landlord(s)] [licensor(s)] as [tenant(s)] [licensee(s)] on20.... or at the end of the period of your [tenancy] [licence] which will end next after the expiration of four weeks from the service upon you of this notice.

Your attention is drawn to the information set out in the Schedule below and headed "Prescribed Information".

Dated

Signed*

*If notice is given by an agent for the landlord, the agent's name and address and capacity (e.g. "landlord's solicitor) should also be given.

SCHEDULE

The Premises:

Name and address of your [landlord(s)] [licensor(s)]:

Prescribed Information

1. If the tenant or licensee does not leave the dwelling, the landlord or licensor must get an order for possession from the court before the tenant or licensee can lawfully be evicted. The landlord or licensor cannot apply for such an order before the notice to quit or notice to determine has run out.
2. A tenant or licensee who does not know if he has any right to remain in possession after a notice to quit or a notice to determine runs out can obtain advice from a solicitor. Help with all or part of the cost of legal advice and assistance may be available under the Legal Aid Scheme. He should also be able to obtain information from a Citizens' Advice Bureau, a Housing Aid Centre or a rent officer.