

HO1 Housing and Homelessness Jargon List

Lease or Tenancy?

Shorter-term versus long-term:

- Firstly, a rental agreement (**tenancy**) is a temporary contract in which the landlord grants permission to the tenant to occupy the property in return for regular rent. The agreement can usually be brought to an end (subject to conditions) but either party.
- A **lease** is an agreement for the “holder” to occupy the property for a fixed period of time, and cannot normally be brought to an end. Instead, the leaseholder may sell, transfer or bequeath the lease to another party – for the remainder of the term. Leases often require the leaseholder to pay ground rent or service charges.

Subject to changes versus fixed terms:

- Secondly, the terms of a rental agreement can be updated by either party. A rental lease, on the other hand, is for a set term, with agreed terms and conditions which can't be changed until the end of the lease (unless official, written agreement is provided by both parties).

Assured tenancy

A type of housing status which offers a reasonable level of security as the tenant can only be evicted following a court order based on grounds of possession following notice seeking possession. They can be offered by a private landlord or a Private Registered Provider of Social Housing (PRPSH) on or after 15 January 1989.

Assured shorthold tenancy

A type of housing status which can be for a fixed term or periodic. A landlord can lawfully evict a tenant by obtaining a court order following the appropriate notice. They offer less security than some other tenancies as they can be ended after the fixed term without the landlord proving any grounds or reasons. They can be offered by a private landlord or a Private Registered Provider of Social Housing (PRPSH) on or after 28 February 1997.

Disrepair

The legal term describing housing repairs which need doing.

Excluded occupiers

A type of housing status which means that a landlord can lawfully evict an occupier without needing a court order. Examples of excluded occupiers are a lodger sharing accommodation with their landlord, or someone who is living in rent free accommodation.

Flexible tenancy

A type of secure tenancy which can be for a fixed term of 2-5 years that can be granted by a local authority landlord on or after 01 April 2012. A landlord can lawfully evict a tenant within the fixed term only following appropriate notice where they can prove grounds and with a court order. A tenant can be evicted on or after the fixed term expires without giving reasons, but a court order is required showing that they followed the correct process.

Introductory tenancy

A type of housing status which can be offered by a local authority landlord. They initially last for 12 months (unless extended by the local authority) and mean that the tenant can be evicted easily. A landlord can lawfully evict a tenant within the introductory period but needs a court order showing that they have followed the correct process.

Occupiers with basic protection

A type of housing status which means that a landlord can lawfully evict an occupier with a court order following appropriate notice. A landlord does not need to prove grounds or reasons. Examples of occupiers with basic protection will be an occupier of a tenancy with a high rent, tenants of housing cooperatives and some temporary accommodation following a homeless application.

Protected (or regulated) tenancy

A type of housing status which offers the tenant a high level of security which means that a landlord can only evict a tenant if they can prove a ground for possession and obtain a court order. No new protected (or regulated) tenancies can be granted on or after 15 January 1989 except in special circumstances.

Grounds

For some types of housing status, specific reasons are needed for eviction. These reasons are set down in law and are called grounds. For example, a ground for assured tenants is that the landlord wants the property back to use as their own home. All grounds are listed in AdviserNet under the type of housing status. Grounds are either mandatory or discretionary.

Mandatory grounds

When the ground for possession is mandatory, then if the landlord can prove the ground for possession to the court's satisfaction, the court must make an outright order for possession.

Discretionary grounds

When discretionary grounds are used the court must only grant possession if the ground is proved and it is reasonable to do so in the circumstances of the case.

Housing status

The client's housing status tells you how easy or how hard it is to evict the occupier and also what rights and responsibilities they enjoy. Knowing a client's housing status is important because it will affect the options you can advise them on.

Notice

The first stage of the possession process. There are different legal requirements for what information a notice should include, and these depend on the housing status.

Possession orders

This is where the court makes an order that the occupier's right to occupy the premises will end, usually after a particular date.

Possession process

The name given to the legal process that must be followed to evict an occupier. The process varies according to the occupier's housing status.

Secure tenancies

A type of housing status that offers a good level of security as the tenant can only be evicted with a court order following appropriate notice; the landlord must be able to prove grounds or reasons exist to evict a tenant. Secure tenancies can only be granted by a specified public body, most commonly, a local authority.

Suspended or postponed possession order

This is where a possession order has been given by a court, but the occupier can remain in the property, if certain conditions, decided at the court hearing, are met. In some cases (postponed orders) a date for possession will only be set if the occupier breaches these conditions. If the conditions are broken, the landlord has to apply again to the court to set a date. More commonly, where the order is a suspended order, the landlord can apply directly for a date for eviction (bailiff's warrant) if the conditions of the order are broken. This type of possession order is only possible for certain types of housing status, and only where a discretionary ground is used.

Vulnerability to eviction

How easily a client can be evicted from their rented housing depends on their housing status and their current situation. For example, are they already in the possession process or an excluded occupier? Exploration of a client's situation will allow you to check this using AdviserNet.

Warrant of possession

The warrant of possession can be issued by a court after a possession order date if the occupier has not left. Once the warrant of possession has been issued, the occupier will receive a 'Notice of eviction' from the court, which will tell them the date and time the bailiff will attend to carry out the eviction

Registered Provider of Social Housing / Registered Social Landlords / Housing Association

Registered Social Landlords (RSLs) are independent housing organisations registered with the Homes and Communities Agency (HCA) under the Housing Act 1996. Most are housing associations, but there are also trusts, co-operatives and companies. As of 2012, the terms registered social landlord and private registered providers of social housing are both used as alternative names for housing association. The main difference between RSLs and private landlords is that RSLs do not operate for profit. Across the country social housing may be provided by Local Authorities or RSLs, or a mix of the two.

Housing co-operative

A housing co-operative is a group of people who manage and control the housing in which they live. Each person is a member of the housing co-operative and has an equal say in decision-making. There are different types of Housing co-operatives, but the most common is a **fully-mutual association**.