

Grounds for Possession

Assured Tenants

The only grounds upon which the Association may attempt to seek possession of a tenant's home are laid out in the Tenancy Agreement. In summary, these are:

- Rent arrears or breach of other condition in the Tenancy Agreement.
- Damage to the property or related common parts of a building.
- Nuisance to neighbours or using the premises for illegal or immoral purposes.
- Where the tenant inherited the tenancy after the death of the previous tenant and he/she does not qualify under Arcon's succession policy.
- Where the property needs to be vacant so that repair works can be done and suitable alternative accommodation is available.
- Where the tenant no longer needs the special facilities provided in a property and suitable alternative accommodation is available.
- Where the tenant is a successor (but not a spouse or co-habitee) and is under-occupying the property and suitable alternative accommodation is available.
- Where the sale of a property is necessary for the financial viability of the Association and suitable alternative accommodation is provided.

Copies of the Housing Acts 1985, 1988 and 1996 are available for inspection at the office.

Security of Tenure



Security of tenure means that a tenant cannot be forced to leave their home unless the Landlord obtains an Order for Possession from the Courts. The Courts will not grant such an Order unless the proper type of Notice has been correctly served and unless specific grounds apply.

This leaflet outlines the circumstances and procedures the Association must follow if it should decide to terminate a tenancy.

The legal procedure and the tenants' rights

There must be reasonable cause and specific legal grounds

Before the Association will consider taking legal action, senior officers must agree that such a step is reasonable in all the circumstances of the case. Tenants should have been warned of the possible consequences of their actions and be given every opportunity to rectify the problem. Legal action will only be taken if one of the permitted grounds for possession apply or if there is a breach of the only or principle home rule. In certain situations, for example where a tenant or a person residing in or visiting the property, is causing serious nuisance to neighbours, the Association may decide that an injunction rather than possession proceedings is more appropriate.

Continuous attempts to resolve a problem even after the legal process has begun

If the Association decides to begin possession proceedings, it must issue a Notice of Seeking Possession. The Notice must detail the legal ground(s) for possession and give reasons for using those grounds. Tenants sent a Notice are urged to seek independent legal advice from a law centre, housing aid centre, citizen's advice bureau or solicitor. Tenants will also be urged to contact their housing officer even after a Notice has been issued. If a solution to the problem can be agreed no further action will be taken. If the problem is still unresolved, the Association may then apply to the Court for a hearing. To ensure that their side is heard by the Court, tenants are always urged to attend a hearing in person.

In the majority of cases, the Association will ask the Court for a suspended possession order.

This means that if the tenant agrees to and keeps to certain actions (for example to pay rent and an agreed extra sum to help clear large arrears every week) no eviction can take place. If an outright possession order is granted or a suspended order is breached, the Association cannot simply evict a tenant. It must apply to the Courts for a warrant for the Court Bailiffs to carry out the eviction.

Tenants will be warned beforehand that a warrant is being applied for. If an application is made for a bailiff's warrant, the tenant may apply to the Court to have the warrant dropped or suspended if they feel the eviction to be unfair, unnecessary or illegal. Tenants again will be urged to seek independent legal advice on their rights if they should find themselves in this situation.

The only or principle home rule

It is a condition of both secure and assured tenancies that the tenant should occupy the property as his/her only or principle home. A tenant's security of tenure is seriously at risk if he/she:

- Sub-lets the property to others and moves elsewhere.
- Gives the property freely to others and moves elsewhere.
- Is absent for a lengthy period of time and shows no reasonable intention of returning.

In these circumstances, the Association will issue a Notice to Quit and/or a Notice of Seeking Possession and if required seek an order from the Court for Possession. Such an order could mean the eviction of anyone found in the premises who is not a member of the tenant's household.

(SEE LEAFLETS ON SUB-LETTING AND INHERITING A TENANCY)

Grounds for possession

Secure Tenants

The only grounds upon which the Association may attempt to seek repossession of a tenant's home are laid out in the Tenancy Agreement. In summary form these are:

- Failure to pay rent or breach of some other condition in the Tenancy Agreement.
- Causing or allowing a nuisance to neighbours or for using the premises for immoral or illegal purposes.
- Damage to the property, related common parts of a building or furniture provided by the Association.
- Obtaining a tenancy by giving false information.
- Receiving money for carrying out a mutual exchange.
- Refusing to leave temporary accommodation once building work in the tenant's permanent home is complete.
- Where the Association intends to carry out major works or demolish or redevelop a property and suitable alternative accommodation is available.
- Where the property is specially designed for people with special needs, for example the elderly or disabled and there is no such person living there and the property is requested for someone with those special needs and suitable alternative accommodation is available.
- The tenant is a successor but is under-occupying the property and suitable alternative accommodation is offered by the Association (This does not apply to a spouse)