



New Rights for Tenants Landlords Must Be Aware Of Says Pictons

On 1st October 2015 a number of provisions in the Deregulation Act 2015 came into force, designed to protect tenants from unfair eviction and ensuring that the tenant is made aware of their rights. If a landlord does not comply with the new regulations they may not be able to evict their tenant.

It's important to note that the new regulations do not comply unless the tenant has signed a new tenancy agreement after 1st October 2015. For tenancies commencing on or after 1st October, a landlord will already be aware that if he takes a deposit from a tenant then the deposit must be protected in one of the government-backed schemes within 30 days of the landlord receiving the money. The landlord must also provide the tenant with information relating to the deposit and failure to do this will prevent the landlord from issuing a Section 21 Notice seeking possession of the property within two months.

At the start of each new tenancy, which means every time a new Assured Shorthold Tenancy Agreement is signed, the landlord must now provide the tenant with the following

1. Gas Appliance Safety Certificate
2. An Energy Performance Certificate
3. A copy of the Government's "How to rent: The Checklist for renting in England".
4. A smoke detector on every floor of every property

If none of the above is provided by the Landlord they will not be able to serve a Section 21 Notice for re possession from the tenant until they do.

The Section 21 Notice requirements have also changed. A landlord can only serve the notice after four months of the first tenancy and it will have a life span of only six months from the date it was served.

If a tenant writes to his or her landlord complaining about the condition of the property the landlord must now respond within 14 days, setting out what they intend to do about the complaint and the time frame for doing the repairs requested.

If the landlord either fails to respond, gives an inadequate response or serves a Section 21 Notice the tenant can now complain to the local authority who must then

inspect the property. If the local authority holds up the tenant's complaint they can serve a remedial notice on the landlord forcing him to carry out the repairs. In such cases, any Section 21 notice already served will be invalid and no further Section 21 Notice can be served for the next six months. This does not prevent the landlord from serving his tenant with a Section 8 Notice, a notice to quit, seeking possession of the property as a result of the tenant breaching one of the covenants in the lease, usually non-payment of rent. However, given the repair issue the tenant could issue a counterclaim.

Julian Ireland, Property Litigation solicitor at award winning leading regional law firm Pictons says "These new regulations have been introduced in order to weed out the rogue landlords who are taking advantage of their tenants. For responsible landlords these new regulations will be fairly straightforward and simple to implement."