

OUR EVICTION SERVICE

All You Need To Know

Often one of a landlord's biggest fears is having a tenant in their property who is not paying the rent and has no intention of leaving. Recent figures show that the number of tenant evictions undertaken by landlords have increased by 19% between 2011 and 2015*. That is why we conduct robust checks on the applicant as part of our Elite reference before they move into the property. We are so confident in our approach that, if we recommend applicants as suitable tenants and they then do not pay the rent within the first 12 months, we will evict them and bear the costs of doing so. Which other letting agent can offer you such an incredible promise?

Even where tenants sail through the referencing process there is still a risk that at some stage in the future they may be unable to meet the rental obligations if, for example, a relationship breaks down, one of the tenants is made redundant or has an enforced reduction in their contracted hours. Regardless of the reason for the non-payment of rent, we will fulfil our promise to you.

What you must do

You must issue a letter before action (LBA) to the tenant and serve them with a Section 8 or Section 21 Notice in response to the arrears.

Once the Section 8 notice has been served, the tenant has 14 days to pay the arrears of rent. Please note that we will need to receive some supporting documentation from you or from your letting agent to evidence that the relevant notices have been served. If a Section 21 has been served, we will act upon expiry of this notice.

What if the tenant does not address the arrears?

Should this not have the desired effect and the tenant has not addressed the arrears after the Section 8 or Section 21 notice expires, we will arrange for a firm of solicitors to draft, prepare and submit papers to the Court to instigate formal legal proceedings to obtain a possession order on the property (and potentially rent arrears). A date will be set to appear before the Judge and one of our appointed advocates will attend the hearing. Invariably, the Court will award the landlord a judgment for the debt, costs and possession of the property. Should you not wish to attend

the hearing with our appointed advocate to give evidence of the arrears, we will arrange for the drafting of a witness statement which the advocate can present to the Judge.

On the rare occasion that the tenant is still in occupation beyond the date set by the Court, we will arrange for a bailiff of the Court to remove your tenant and return the property back to you. We will need you or your letting agent to arrange for a locksmith to be present to change the locks at the property.

 **Our service does not cover rent arrears or your own expenses to evict a tenant, such as your time and costs to attend court or the cost of changing the locks. For even more security, you could consider rent and legal expenses insurance which would cover any arrears. For more information, please contact your letting agent.**

As you can imagine, this whole process can take a considerable amount of time and it is in everyone's interest to evict the tenant as soon as possible. We will work tirelessly to ensure this happens. Our legal partner offers tenant eviction services throughout the UK, guaranteeing court attendance with as little as five days' notice. The meticulous manner in which the solicitors attend to notices and other related paperwork ensures that the timeframe for eviction proceedings is kept to a minimum.

 **We appreciate that every situation is different and therefore if you have a tenant that stops paying the rent and after contact still refuses to make payment, please just contact your letting agent and we will work through the next steps together to ensure that we can gain vacant possession of your property quickly.**

*Ministry of Justice, Mortgage and Landlord Possession Statistics (April to June 2016)

