



private housing standards

Help with "Retaliatory Eviction"



What protection do I have against ‘retaliatory eviction’?

What is ‘retaliatory eviction’?

Retaliatory eviction is a phrase usually used to describe a situation when you complain about something to your landlord, and the landlord then ‘retaliates’ by giving you a notice to leave.

If I complain about the condition of the place where I live, is it legal for my landlord to ‘retaliate’ by evicting me?

Yes, this can happen in some circumstances.

However, your landlord can not evict you without going through the proper procedure, which means giving you notice and applying for a Possession Order through the Courts. Your landlord can not just change the locks or harass you into leaving.

The easiest way for a landlord to get you to leave is usually to first give you a ‘section 21’ notice to leave.

Also, if you have signed a new tenancy agreement on or after 1 October 2015, there is a new law which offers you some protection against retaliatory eviction in some circumstances.

What new protection do I now have against my landlord evicting me?

If you complain to the Council about the condition of the house where you live, and as a result, the Council sends a ‘relevant notice’ to the landlord (see below), then your landlord can not give you a section 21 notice (see above)

for the next 6 months, apart from when the relevant notice is cancelled or reversed, or if the landlord appeals.

What is a 'relevant notice'?

A relevant notice is how the law refers to two kinds of formal notice (legal document) which the Council can send your landlord if there are serious problems with the place where you live. These notices are a part of the formal legal action the Council takes to make properties safe. One of these notices is called an 'improvement notice' and the other is an 'emergency remedial action notice'.

What if the landlord puts things right before the Council sends a notice to my landlord?

If your landlord puts things right, then the Council cannot send a notice to your landlord and you will have no extra protection against your landlord giving you a section 21 notice. The Council will also usually give your landlord a reasonable opportunity to get work done before sending your landlord a notice requiring him to get the work done.

If the Council sends my landlord any kind of notice, telling them to carry out work on the property, am I protected?

No. It is only if the Council sends your landlord one of the two kinds of 'relevant notice' described above.

When might the Council send my landlord a 'relevant notice'?

The Council will only send your landlord an improvement notice if there are serious hazards in the place where you live. Your landlord will usually be given reasonable

opportunity to put things right before a notice is sent. In most cases an improvement notice is only used where your landlord will not agree with the Council to get the work done within a reasonable timescale, or where the Council has good reason to think your landlord won't do the work.

An emergency remedial action notice will only be used where, on inspection, the council identify problems with the condition of the house that mean there is an imminent risk of serious harm.

What if my landlord gives me a section 21 notice after I have complained to him but before the Council sends my landlord a 'relevant notice'?

If you complained in writing to your landlord about the condition of the place where you live (including by email) and the Council then has to serve a 'relevant notice' to get your landlord to do the work, then the section 21 notice he gave you will become invalid, even though you have already received it.

Why is it important to tell my landlord in writing about problems with the condition of the house?

If you complain to your landlord, without putting it in writing, and your landlord then gives you a section 21 notice to leave before the Council takes formal action, then you will have no extra protection against the section 21 notice.

However, if you complain in writing to your landlord, **before** you get a section 21 notice, and the landlord fails to do the work, and then the Council sends the landlord a 'relevant notice,' then you **will** have protection against any section 21 notice you were given by your landlord.

In the 6 month period after the Council has sent your landlord a 'relevant notice,' you will have protection against a new section 21 notice anyway, even if you did not write to your landlord. It is just a section 21 notice given before the Council's notice, that you will not be protected against, if you did not write to your landlord.

There are other reasons to make your landlord aware of problems in writing:

- the Council will not usually consider formal action against your landlord unless you have made your landlord aware of the problems in writing;
- you are usually under an obligation to make your landlord aware of repairs that need doing so that your landlord can make sure the property is well maintained;
- if you later want to make a compensation claim against your landlord because he has not done repairs, it is important to show that you have made your landlord aware of the problems.

If I text my landlord, does this count as raising the issues in writing?

This is not absolutely clear in law at the moment. It is better to write your landlord a letter or note, or send an email, so long as the email address is one the landlord has given you, or is one advertised by the landlord as an email address at which you can contact them.

What if I complain to my landlord about one thing, but the Council sends the landlord a notice about something else?

If the Council sends your landlord a 'relevant notice' then you will have protection against a section 21 notice to leave for the next 6 months. However, if you complained about one thing to the landlord (e.g. a rotten window frame) but the Council sends notice to the landlord about something else (e.g. lack of handrails), the law is unclear, at the moment, about whether you will have protection against a section 21 notice, given to you before the Council gave notice to the landlord.

For this reason, it is a good idea for you to have a good understanding of what kinds of problems are likely to lead to the Council sending the landlord a 'relevant notice'. That way you will have a better idea of whether the Council is likely to give your landlord a 'relevant notice' and whether you are likely to have any protection against a section 21 notice.

What if I don't know my landlord's address?

If you cannot complain in writing to your landlord, because you do not know either their postal or email address, any section 21 notice given to you, will still become invalid if the Council sends your landlord a 'relevant notice,' even though you have not first written to your landlord to complain.

Are there some circumstances when the Council has served a relevant notice but the landlord can still then give me a section 21 notice?

Yes, if a 'relevant notice' from the Council is cancelled or reversed, then you will not have any extra protection against retaliatory eviction. You will also not have any protection if the Council's notice is suspended because your landlord appeals against it. If the appeal is unsuccessful, then the

landlord cannot give you a section 21 notice for 6 months after the date appeal is decided.

What if my landlord gives me notice seeking possession stating that it is because I am behind with my rent?

The law against retaliatory eviction does not give any protection against a Housing Act 1988 'section 8' notice seeking possession. This kind of notice is usually given if you are in arrears of rent, have damaged the property, or the landlord says you have caused anti social behaviour.

What if my landlord retaliates by giving me notice because I have complained about something not to do with the condition of where I live?

If your landlord gives you a section 21 notice because you have complained about something else other than the condition of the property, such as harassment, the rent, the decoration of your flat or discrimination, then you have no protection at all against the section 21 notice to leave.

What if my landlord threatens to change the locks or tries to get me to leave by making me feel uncomfortable?

Sheffield Council takes the harassment or illegal eviction of tenants very seriously, and we will always prosecute where we can if the landlord tries to get you to leave this way. If your landlord is threatening to change the locks, or threatening to evict you without going to court, or their behaviour is making you feel uncomfortable or intimidated, please let the Private Housing Standards team in the Council know about it, as soon as possible.

Private Housing Standards

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