**6. During the Tenancy**

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**6.1 Periodic and other visits.**

**As a landlord or agent, you should make every effort to establish a good working relationship with the prospective tenant from the outset.**

This is particularly important if you need access to the property or when undertaking repairs. Key to the relationship will be good communication and ensuring that your tenant’s expectations are both reasonable and accurate about the level of service that will be delivered.  
  
**You have a common law obligation to maintain any let property that you own, reasonably free from disrepair.  
  
You should visit the house regularly.** Visits can also be carried out at any other reasonable time if the tenant reports a problem. This is both to identify and to prioritise repairs and other works which may need doing and to ascertain whether the tenancy conditions are being met.



**It is good practice to visit at least quarterly.** During the visit you should be looking out for hazards.

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**6.1 Periodic and other visits.**

Some visits will need to be **undertaken by a qualified and competent person**, for example, a suitably qualified gas engineer for annual gas safety checks or a competent electrician for periodic fire alarm checks.   
  
**Tenants must have a means of contacting the landlord or letting agent at all times and there must be a procedure in place to deal adequately with emergencies.** Any works, however identified, need to be resolved within a reasonable time period depending on their seriousness.



**It is good practice to keep a record of all visits and/or referrals from the tenant, including the proposed solution and outcome.** Some landlords have a standard checklist, which provides a useful prompt of things to look for and a record of what was found. Some landlords give a copy to their tenants.  
  
**Receipts should be kept when repairs are undertaken**, for which the cost may be recovered through any of the tenancy deposit schemes and for tax purposes.

**6. During the Tenancy**

**6.1 Periodic and other visits.**

A landlord or agent must give **at least 24 hours’** **written notice** of any visit and its purpose. Some landlords or agents include a note saying they will change the appointment to a mutually convenient date, if requested, unless the tenant objects, they will let themselves in to conduct the inspection. **If this procedure is used, it should be incorporated into the tenancy agreement**.



**Visits must not be intrusive.**

Any terms you include in a tenancy agreement relating to access must be reasonable.

These conditions apply only to areas where the tenant or tenants (in the case of a joint tenancy) have exclusive possession. Landlords or agents can access communal areas which remain under their control at all reasonable hours.  It is normally courteous to give tenants notice of any works in these communal areas that may cause them inconvenience.

## 6. During the Tenancy



During the tenancy, should it be necessary to gain access for repairs, what minimum notice does the law require?

* 7 days.
* 48 Hours.
* 24 hours.

### 6.1 Periodic and other visits.

Even if you give proper notice of a visit, your tenant may **still legally refuse access**. If a tenant refuses access you should try to find out why before resorting to legal action. It may simply be the timing of the appointment and the fact that the tenant is unable to get time off work.  
  
Only if the tenant will not make alternative arrangements, or where the tenant persistently causes delays and in doing so compromises the landlord’s ability to fulfil their legal obligations, should the landlord consider terminating the tenancy using**the prescribed legal process or seeking a court order to secure access.**

**6. During the Tenancy**



Which of the following statements best describe a tenant’s right to ‘quiet enjoyment’?

* The tenant must not play loud music after 7pm at night.
* The landlord must ensure any repairs are completed properly, as continually having to do the same repair can inconvenience the tenant.
* The landlord must redecorate when the tenant demands it.

**6.2 Emergencies.**

There are times when the property may have to be entered as a matter of urgency.  
  
**Statutory bodies are able to do this in appropriate circumstances**:

* Gas: contact the National Grid emergency number 0800 111 999;
* Water: sewer and/or flooding: contact the utility company responsible for water in the area if closing the stopcock is ineffective;
* Suspicious circumstances relating to criminal activity: liaise with the police.

**If you enter without the consent of the tenant or against their wishes you must be able to demonstrate, if challenged, that it was reasonable to enter under the circumstances.**

### 6.3 Changing the terms of an assured or an assured shorthold tenancy and tenancy renewal.

If the tenancy is a fixed-term contractual periodic tenancy or an assured shorthold tenancy, the **landlord can only change the terms of the tenancy, within the contractual period of the tenancy if the tenant agrees.** It is best to agree any changes in writing by getting the tenant to sign a new tenancy agreement.  
  
After the fixed term of a tenancy has ended, assured and assured shorthold tenancies will automatically run on as a statutory periodic tenancy, on the same terms and conditions as the preceding fixed-term tenancy.  
  
You or your tenant can propose new terms, including a new rent. This can be done,**within a year** of the statutory periodic tenancy starting, using a special procedure under the **Housing Act 1988**. A special form, commonly referred to as a Section 6 notice, will need to be served on the tenant.

### 6.4 When and if the tenant can leave during the tenancy.

**A tenant in a fixed-term tenancy can only end the tenancy before the end of the term with the landlord’s agreement** (accepting the tenant’s offer to ‘surrender’ the tenancy), or if this is allowed for by a ‘break clause’ in the tenancy agreement.  
  
If the agreement does not allow the tenant to end the tenancy early and the landlord does not agree that the tenant can surrender the agreement**, the tenant will be contractually obliged to pay you the rent for the entire length of the fixed term.**If the tenant wishes to surrender the property (end the letting before the end of the agreement), you should try to mitigate their loss (future rent) by re-letting the property.  
  
Reasonable re-letting costs can be charged, but these and any other conditions attached to your agreement to accept the surrender should be **recorded in writing**before the surrender takes place. **Once a new tenant is found, you cannot re-let without first accepting the surrender of the first tenancy.**

### 6.5 Preventing, controlling and recovering rent arrears.

If you let to a tenant who claims housing benefit as a means of helping them pay their rent, you should make yourself familiar with the housing benefit system. Arrears can occur where a landlord and/or tenant fails to complete paperwork properly and on time.  
  
If your tenant needs to claim Housing Benefit to help them pay their rent you should offer support to the tenant to help them submit a valid HB claim. **Offering productive support can help to reduce arrears.**If the tenant is unable or unwilling to pay, or is habitually late in paying, then the landlord may terminate the tenancy using the most appropriate legal method for that particular type of tenancy.

**6.6 Antisocial behaviour.**

Anti-social behaviour (ASB) is any behaviour which causes or is likely to cause**harassment, alarm or distress** to one or more persons not of the same household.  
  
**Examples include:**

* Noise;
* Violence;
* Abuse;
* Threats    ;
* Use of the property for illegal drugs.

Adequate checks prior to letting should minimise the risk of letting to someone who is likely to behave anti-socially and the **tenancy agreement should include appropriate clauses about anti-social behaviour.**It is important to try to work with tenants to resolve any situation. A range of measures can be used including mediation, **Closure Orders, Anti-social Behaviour Orders (ASBOs) and/or eviction, depending on the circumstances and seriousness of the situation**.  
  
Some councils offer mediation services. In cases of noise from the property, contact the **Environmental Health Department** as they may be able to take enforcement action against the perpetrator.  
  
If you are aware of or suspect violence or drug-related activity, seek advice.

**6. During the Tenancy**



For which of these reasons can a landlord seek to evict a fixed term tenant under a section 8 notice?

* The tenant will only allow the landlord access when they are home, when the contract does not mention access.
* The tenant is displaying anti-social behaviour.
* The tenant has asked for repairs to be completed.