

Terminating student lettings: a quick guide for landlords

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It's always hoped at the outset of any landlord/tenant relationship that the arrangement will run smoothly, the tenant will pay the rent due, and the parties will comply with their respective obligations.

Unfortunately, this is not always the reality, so it's important for landlords to be aware of their ability to terminate residential lettings and the protection afforded to tenants. This is particularly the case when the tenancy is not a 'standard' residential tenancy, such as student lettings.

Protection from Eviction

It's important to note at the outset that all residential tenants (regardless of the type of tenancy granted) benefit from the provisions of the Protection from Eviction Act 1977. In brief, this means that it is a criminal offence for landlords to evict residential occupiers without a Possession Order.

In the vast majority of cases, landlords will need to serve notice to terminate a residential letting and, if the tenant does not vacate by the expiry date, make an application to Court for a Possession Order. The type and length of notice required varies depending on what type of tenancy is in place.

What type of tenancy is in place?

With some limited exceptions, most residential tenancies granted since February 1997 are Assured Shorthold Tenancies (ASTs), which have specific rules and termination notices applicable to them.

However, the Housing Act 1988 provides that tenancies granted to students by educational institutions cannot be ASTs (the educational institutions to which this applies are detailed in The Assured and Protected Tenancies (Lettings to Students) Regulations 1998) and the 'Section 21 notices' frequently discussed in the context of eviction are not relevant.

Please note: student lettings with private providers (i.e. outside of halls of residence) are likely to be ASTs.

The type of tenancy in place instead (when the landlord is an educational institution) is likely to be a licence, or a common law agreement. Which is applicable will depend on various factors including whether the tenants have exclusive occupation of the space they occupy, and the amount of control/involvement by the landlord in the subject premises.

The steps involved in terminating these types of agreement are similar, so we'll deal with them together.

First, a 'notice to quit' would need to be served. When this can be served and how long the notice period is required to be will depend on:

- Whether there is an ability in the tenancy for the landlord to terminate it during the term
- Whether the tenancy is outside of the initial fixed term
- If there is an express termination provision, the length of notice required to be given
- If there is an express termination provision, whether termination is subject to the tenant being in breach of the tenancy
- If there is no express termination provision, how frequently the tenant is required to pay rent

In many cases, at least a month's notice is required to terminate licences and common law agreements.

In the event that the tenant does not vacate the property by the date specified in the notice to quit, a landlord is then entitled to make an application to Court for a Possession Order (in order to comply with the Protection from Eviction Act 1977 as referred to previously).

Practical tips

There is no 'one size fits all' notice to terminate residential tenancies which fall outside ASTs. They are very fact specific and require an analysis of the written terms of the tenancy or, if no such tenancy exists, a consideration of the implied terms.

It is therefore beneficial for landlords with large portfolios to have similar written tenancies in place across its residencies (to the extent that that is possible), to allow the same approach to be taken in the event of tenants being in default of the terms of the tenancy, or the landlord requiring possession for any other reason.

Obtaining possession of residential property is unfortunately not a quick process. Even with the shortest notice period available, the length of time it can take to obtain a Possession Order can range from a few months to a year and is dependent on judicial availability. To help avoid losing rent throughout this time, landlords can seek to recover outstanding money from guarantors, if guarantors are party to the licence/tenancy.

Our [Property Litigation](#) team can advise in relation to queries arising from student lettings and how to obtain possession of residential property.

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