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Housing matters

Housing matters is produced by Shelter for the NHAS and aims to provide a source of up-to-date housing and homelessness news, focus on important case law, cover key legal issues, and produce information for public use.

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Housing matters welcomes contributions from NHAS members. If you would like to provide an article or update for *Housing matters* please email

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National Homelessness Advice Service

The National Homelessness Advice Service (NHAS) is a partnership between Shelter and Citizens Advice funded by the Department for Communities and Local Government.

The service aims to prevent homelessness and remedy other housing problems through increasing public access to high-quality housing advice in England, including online information on the NHAS website at www.nhas.org.uk

The NHAS provides the following to local authorities, local citizens advice and around 100 other advice agencies in England:

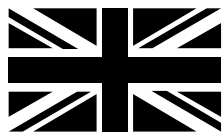
- a national telephone housing advice consultancy service for local authorities, local citizens advice and around 100 other advice agencies in England. Call **0300 330 0517** 9am–6pm, Monday to Friday, or send in an enquiry using the online enquiry form available on the members' areas of www.nhas.org.uk
- housing debt casework - specialist support for cases relating to mortgage arrears and other problems with housing affordability, including welfare benefits issues. Call **0300 330 0517** or use the online enquiries form (see above for details)
- free basic housing advice training courses to develop housing advice skills, covering the main housing advice presenting issues and how to advise households effectively on homelessness prevention options
- written briefings, articles in *Housing matters* and *Adviser*, information on housing issues and other written materials
- support in the implementation of new homeless prevention initiatives.

Contact details

For more information about NHAS training, please email JoanneK@shelter.org.uk or call **0344 515 1676**.

For general enquiries about the NHAS service, please email nhas@shelter.org.uk or call **0344 515 2268**.

Alternatively, please use the 'contact us' page at www.nhas.org.uk



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What's new?

Homelessness Reduction Act

The Department for Communities and Local Government (DCLG) has informed all local authorities in England that the government intends to [bring the Homelessness Reduction Act](#) into force in April 2018. London Councils has requested that implementation is delayed until September 2018 to allow the new Homelessness Code of Guidance and sufficient funding to be provided. It has also requested that the Local Housing Allowance cap is removed.

Details of free NHAS webinars on the Act are available on the [NHAS website](#).

National Audit Office report on homelessness

The National Audit office (NAO) has published a [new report](#) into homelessness. Among the headline figures are an increase of:

- 60% in households in temporary accommodation since March 2011
- 134% between the number of rough sleepers counted sleeping out on a single night in autumn 2016 compared with autumn 2010
- 300% in households recorded as homeless following the end of an assured shorthold tenancy since 2010-11.

The report finds that the ending of private sector tenancies has 'overtaken all other causes to become the biggest single driver of statutory homelessness in England'. It states that DCLG does not have a published cross government strategy to prevent and tackle homelessness, this at a time when it is costing the public sector in excess of £1 billion a year.

Right to rent – eviction procedure

Where the Home Office has given a 'section 33D(2) notice' to a private landlord saying that all the adult occupiers under a tenancy do not have a right to rent, the landlord can give 28 days' notice to leave. S/he does not need to get a court order. If the tenant (and any other occupiers) don't leave by the expiry date, the landlord can apply for a writ of possession from the High Court to enforce the eviction. With effect from 1 October 2017, para 5A of rule 83.9 of the Civil Procedure Rules (as inserted by rule 11 of the Civil Procedure (Amendment No. 2) Rules 2017 SI 2017/889) requires that the landlord provides a copy of the 'section 33D(2) notice' to the High Court with any application.

Right to Rent – fines for breach of duties

On 1 September 2017 the [Residential Landlords Association](#) reported that between February 2016 and June 2017, 236 property owners were fined for breach of the Right to Rent duties imposed on private landlords by the Immigration Act 2014. The number of landlords fined has more than tripled in just over a year.

New debt Pre-action Protocol

A [Pre-action Protocol on Debt Claims](#) comes into force on 1 October 2017. It applies to any business claiming payment of a debt from an individual. It does not apply where an existing Protocol applies, eg the Pre-action Protocol for Mortgage Arrears. A creditor must follow the procedures in the Protocol before issuing court proceedings, including sending a letter of claim and template Information Sheet and Reply Form before starting court proceedings.

It is unclear whether the Protocol applies to rent arrears which are the subject of possession proceedings. It is unlikely that non-compliance with the Protocol would prevent a landlord from obtaining a possession order based on a ground for possession, although it may be that a money judgment could not be entered in those proceedings. Further clarification is awaited from the Ministry of Justice.

Review of Building Regulations

The DCLG has published its [terms of reference for the independent Review of Building Regulations and Fire Safety](#), commissioned following the Grenfell Tower fire tragedy. The Review aims to:

- develop a more robust regulatory system for the future
- reassure residents that the buildings they live in are safe and remain safe.

The Review will have a specific focus on multi-occupancy high rise residential buildings.

Homelessness applications for refugees

The Refugee Council has published [Making homelessness applications for refugees in England](#), along with a template letter, to help advisers who are supporting newly recognised single refugees in England. The guide focuses on the needs and entitlements of refugees who have a priority need for accommodation due to their health.

Understanding residential leases

In the first of three articles on leasehold property, Nadeem Hussain considers the importance of the lease. The second article will look at service charges, and the third at forfeiture.

Nadeem Hussain is a solicitor with the Leasehold Advisory Service (LEASE).

This article provides an introduction for advisers helping residential leaseholders in England and Wales. The aim is to provide a basic understanding of the importance of the lease itself, different types, and what to look for when looking at a lease.¹

What is a long residential lease?

A long lease is a written contractual agreement between parties for the use of either a flat or a house, which is granted for 21 years or more. The agreement is between the landlord (or lessor) who is commonly the freeholder of the building and the tenant (or lessee) who is the leaseholder of the property. For the purposes of this article the terms landlord and leaseholder are used.

Leases are similar to residential tenancies but there are a number of significant differences. They are important as they are one of the main methods of owning residential property – there are more than five million leaseholders in England and Wales.

The importance of the lease

One of the main difficulties advising residential leaseholders is that there is no set format or model for a lease. As a result, rights and obligations often vary between leases.

The lease is the key document and should contain everything that matters. But any plans attached to the lease or variations made to the lease can also be important to help understand the rights and obligations of the parties.

Greatest importance is placed on the express wording of the lease. Statutorily implied terms are less significant in residential leases than in residential tenancies. The main exceptions are the re-entry provisions relating to the landlord's power to take possession of the property following a breach by the leaseholder. On a first reading these often suggest that the landlord can simply walk into the flat and take possession. However, statutory advances in leaseholder protection require a landlord to seek a court order and potentially a bailiff's warrant before entry can be forced.²

Express wording – example

If a lease prohibits absolutely 'alterations or additions', the landlord may refuse to give consent to any alterations without giving a reason, or could charge a fee for granting consent. Compare this with a clause prohibiting 'structural alterations or additions', which is far less extensive.

Obtaining a copy of the lease

The leaseholder should have been given a copy of their lease when they purchased the property. If they don't have a copy of their lease they should start by asking the conveyancer or solicitor who assisted with the purchase. Another option is to ask their mortgage lender if they have one.

Alternatively, the client can request a copy of their lease through the [Land Registry](#) using form OC2. The Land Registry holds a copy of most leases. The fee is currently £7.

Different types of lease

It is useful to try and identify the type of lease your client has.

Lease of a flat – the landlord is usually responsible for repairs and maintenance to the structure, exterior and common parts of the building. They will also take out the buildings insurance and provide cleaning and lighting for any common areas. Any costs incurred by the landlord in carrying out their responsibilities are most likely to be passed onto leaseholders through a service charge.

The leaseholder is responsible for repairs and maintenance of the internal aspects of their flat and any pipes or wires exclusively serving the flat. The leaseholder will be required to follow rules in the lease about how they can live in and use the flat.

Lease of a house – the leaseholder is usually responsible for taking out the building's insurance,³ and is responsible for repairs and maintenance to the building.

Shared ownership lease – the leaseholder purchases a share of a flat or house and pays rent on the part of the property retained by the landlord.

A shared ownership leaseholder is restricted in selling or renting out their property. The rights and responsibilities of the landlord and leaseholder usually follow the same pattern as standard leases of flats or houses.

Tripartite lease – a lease made between three parties: (1) landlord, (2) leaseholder and (3) a management company. The management company could be a professional business, or a company made up of all the leaseholders in a block of flats. In this type of arrangement, the obligations usually carried out by a landlord in the lease for a flat are passed onto the management company.

The express wording of the lease

When reading a lease, the words and terms should be understood by their common sense everyday meaning. However, the drafting of many leases can make it difficult to understand what is meant, but it is where you need to start.

Sometimes an obligation cannot be determined clearly from the wording in the lease. Where the parties are in dispute, either party acting by themselves or jointly can seek a definitive interpretation through a 'Declaration' from a county court.

Typical layout of a lease

Leases can vary, but a number of provisions are common to many leases. The following order of provisions follows a pattern you find in a lot of leases.

The parties – the first few paragraphs of the lease usually identify the people or parties who have made the agreement, most often the original landlord and leaseholder.

The term – usually found on the first page but could be outlined in a schedule at the end of the lease. It outlines the period of time in years the lease has been granted for. Time runs from the commencement date outlined in the lease. Typical terms are 99 years, 125 years and 999 years. It is important for a leaseholder to ensure that their lease is long enough to enable them to sell on the open market. Leaseholders will have to pay more for a lease extension where the lease has less than 80 years left to run.

The property ('demise') – usually found on the front two pages of the lease or detailed in a schedule at the end. The demise identifies the extent of the area owned by the leaseholder. It is often identified through the wording in the lease and outlined in a plan attached to the lease.

Rights granted with the property (also referred to as easements) – these list the leaseholder's rights to access the common parts and other parts of the building or estate. Rights of way are a common example.

Leaseholder's obligations – these will vary between leases. Two of the primary leaseholder obligations are to pay the ground rent and service charge:

- ground rent is paid to the landlord as rental for land the property is located on. In most cases it is a nominal sum which does not change throughout the term of the lease. However, some newer leases contain clauses that result in the ground rent changing, sometimes increasing significantly, at certain intervals⁴
- service charges represent the leaseholder's share of the costs incurred by the landlord in carrying out their responsibilities under the lease. The lease should contain information to identify what a leaseholder can be asked to contribute towards, when they should pay, and what information the landlord needs to provide in respect of the costs. Leaseholders have a number of additional statutory rights they can use to challenge service charges.

Landlord's obligations – these will vary between leases.

Access – the landlord will usually reserve a right of access for the purpose of carrying out repairs to and inspecting the building.

Covenants (also known as 'regulations') – the rules which detail how the leaseholder can use the flat. Commonly, a leaseholder is required to seek the consent of the landlord for carrying out alterations or to sublet the property. Other common covenants include restrictions on the keeping of pets and the type of flooring which can be used.

Further help

LEASE is funded by the Department for Communities and Local Government (DCLG) and Welsh Assembly to provide general advice to landlords and leaseholders about residential leases across England and Wales. Its website, www.lease-advice.org contains many [useful factsheets](#) related to living in leasehold accommodation.

Advisers and/or clients can get [free advice](#) from specialist advisers, either by booking a 15-minute telephone consultation through the website, or by completing an online enquiry form to obtain written advice.

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11.5.16.0 Leasehold.

Footnotes

¹ See also the guide [Understanding your lease](#) on the LEASE website.

² Protection from Eviction Act 1977; s.146 Law of Property Act 1925; s.168 Commonhold and Leasehold Reform Act 2002.

³ Where the lease of a house requires the leaseholder to use an insurer nominated or approved by the landlord, the leaseholder is entitled to use an insurer of his own choice so long as s/he complies with certain requirements as to the cover arranged, and serves a 'notice of cover' on the landlord: s.164 Commonhold and Leasehold Reform Act 2002.

⁴ See [Rising ground rent](#) on the LEASE website; see also paras 4.36-4.38 [Fixing our broken housing market](#), DCLG white paper, February 2017. The government is currently analysing feedback from a consultation into planning policy (which ended 19 September 2017) that included the issue of increasing ground rents.

Surrendering a tenancy

The second of two features by Tony Benjamin looking how a tenant can end their tenancy.

Tony Benjamin is a legal writer at Shelter.

A tenant can end her/his tenancy in two ways: by serving a valid notice to quit (NTQ), or by surrendering the tenancy.

This feature outlines the requirements for the surrender of a tenancy. The requirements for a tenant to end a tenancy by serving a NTQ were examined in *Housing matters* 119.

What is a surrender?

A surrender is a voluntary agreement between the landlord and tenant that the tenancy has come to an end. It will terminate both a fixed-term and a periodic tenancy. Surrender can be express or implied.

Express surrender

An express surrender must be made in writing, either by deed or by some other form of written communication that confirms a mutual intention on the part of both landlord and tenant to bring the tenancy to an end immediately.¹ A deed is a legal document, which must be signed by both landlord and tenant in the presence of a witness.²

In practice, an exchange of letters (or emails) that shows clearly the landlord's acceptance of the tenant's offer of surrender will usually be sufficient. If either party has any doubt about the intentions of the other, they should get the agreement in writing and have it signed and witnessed as a deed.

Implied surrender

More usually, a surrender is implied. This is also called surrender by operation of law. For an implied surrender to take effect there must be an unequivocal act or series of acts, by both tenant and landlord, that are inconsistent with the continuation of the tenancy.

The effect of a single act on its own may be ambiguous but the landlord's and tenant's conduct taken as a whole could force the conclusion that a tenancy was surrendered.³ Factors such as not paying the rent, removing personal belongings, and being absent for a lengthy period are in themselves inconclusive, but taken together may conclusively indicate a surrender - assuming that the landlord is prepared to treat the tenancy as at an end.

The facts of each case

Whether a tenancy has been surrendered or not will depend on the particular facts of the case. Below are some common scenarios.

Handing back the keys

The tenancy will be ended if the tenant hands the keys to the landlord with the intention to end the tenancy, and the landlord accepts the keys and agrees to the termination of the tenancy with immediate effect.⁴ Both parties would be advised to confirm the agreement in writing to avoid any dispute at a later date.

Simply putting the keys through the landlord's letterbox and leaving the property does not amount to surrender. It is only an offer of surrender by the tenant which the landlord does not have to accept.⁵

Abandonment

Where a tenant leaves a property for a long period, this is often called abandonment, although this is not a legal term. A landlord must act carefully in these circumstances.

Is the landlord justified in inferring a surrender which he is willing to accept, or could the tenant be away for unforeseen reasons - for example a long period in hospital - and accuse the landlord of illegal eviction if s/he takes possession without obtaining a court order in the meantime?

Some landlords will affix an 'abandonment notice' to the door of a property left unoccupied for a period of time, stating that the property will be repossessed without going to court if the tenant does not return within a specified period. An 'abandonment notice' has no legal standing and does not end a tenancy.⁶

A tenancy also does not end merely because the tenant 'does a runner', ie leaves the property without giving notice to the landlord and owing rent.

Where there is any doubt about the tenant's intentions, the safest course for the landlord is to serve a notice to quit and get a court order on the basis that the tenant has ceased to occupy.⁷

Breach of tenancy agreement

Many tenancy agreements set out that the tenant must not leave the property unoccupied for a specified period without informing the landlord. However, the breach of such a term does not in itself amount to the surrender of the tenancy.

Signing a new tenancy agreement

Where the tenant and landlord agree to enter into a new tenancy agreement whilst the earlier tenancy agreement is still running, the earlier tenancy agreement will be treated as having been surrendered.

Accepting short notice

The service by the tenant of an invalid NTQ (eg where the NTQ is for a shorter notice period than is required) could end the tenancy if the landlord treats it as an offer of surrender and accepts it as such.

There is an argument that what the landlord is doing is waiving the defects in the NTQ rather than accepting an offer of surrender. There is no authoritative ruling on this point and it could only be of any practical significance where there is a subtenant living in the property (see below).

Joint tenants

A joint tenancy can only be surrendered if all of the tenants agree to this.

Joint landlords

Where there are joint landlords, the surrender of a tenancy must normally be agreed by all of the joint landlords.

However, where one joint landlord can be said to be acting as an agent for the other(s) s/he can accept a surrender on behalf of all of the landlords. Where one of two joint landlords had dealt with all matters under the tenancy, it was held to be a valid surrender when that one landlord accepted the return of the keys from the tenant as ending the tenancy because he was acting as the other joint landlord's agent.⁸

Rent

The rent is payable by the tenant until such time as the tenancy is lawfully ended. There is no obligation on the landlord to mitigate their loss, by for example taking active steps to re-let the property if a tenant 'ups and leaves' mid-way through a fixed-term tenancy agreement.⁹

Subtenancies

The surrender of a tenancy will not end any subtenancy, whether it was created with the landlord's consent or not. The subtenant will become the direct tenant of that landlord.¹⁰

Landlords will normally want to ensure that they are being given vacant possession of the property before they agree to a surrender.

A lodger or other licensee (ie someone who is not a tenant) remaining on the premises after the surrender of a tenancy will be a trespasser.¹¹

Case study

Not a typical tenancy but a useful illustration of how one court interpreted the actions of both tenant and landlord in deciding whether a tenancy had been surrendered.¹²

In September 2004, Artworld Financial Corporation (AFC) let a house to the Safaryan (S) family on a three-year lease at an annual rent of £390,000. Following unresolved problems with the central heating and the swimming pool, S decided to leave and handed the keys back in May 2006. AFC claimed rent for the remainder of the fixed term. The Tatanaki (T) family ran AFC as a family trust.

The court observed that actions necessary to protect or preserve the property, including security measures or doing repairs, would not in themselves give rise to the conclusion that the landlord had accepted a surrender, nor would steps taken by the landlord to re-let the premises to mitigate their loss.

In this case, the court found that the tenancy had been surrendered in May 2006. The following facts, after AFC had accepted the keys to the house, were held to be relevant:

- AFC obtained a 'checkout report' and inventory
- redecorating works to the taste of T were carried out
- furniture that S had not wanted to use was returned to the house
- T using the drive to park their Rolls Royce and Porsche.

However, the most significant factor was that a member of the T family moved into the house for his own benefit and not merely as some kind of caretaker. The other facts might not stand on their own but they cast a clear light on the actions of the landlord.

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11.6.1.15 Ending your tenancy.

Footnotes

¹ ss.52 and 53 Law of Property Act 1925.

² s.1(3) of the Law of Property (Miscellaneous Provisions) Act 1989.

³ For examples, see QFS Scaffolding Ltd v Sable & Anor [2010] EWCA Civ 682; Preston BC v Fairclough (1983) 8 HLR 70.

⁴ Sanctuary HA v Campbell (2000) 32 HLR 100, CA.

⁵ Laine v Cadwallader (2001) 33 HLR 397, CA.

⁶ When in force, Part 3 of the Housing and Planning Act 2016 will allow a landlord to recover possession of abandoned premises held on an assured shorthold tenancy without the need for a court order where at least 8 weeks/2 months' rent is owing, and the tenant has not responded to any of three warning notices. At the date of publication, it is not known when this provision will come into force.

⁷ By ceasing to occupy, a statutorily protected tenant will become 'basic protected' and be entitled only to a notice to quit under the PFEA 1977.

⁸ Dodd v Acklom (1843) 134 E.R. 1063.

⁹ Reichman v Beveridge [2006] EWCA Civ 1659.

¹⁰ Basingstoke & Deane BC v Paice (1995) 27 HLR 433.

¹¹ Kay v Lambeth LBC [2006] UKHL 10.

¹² Artworld Financial Corporation v Safaryan and others [2009] EWCA Civ 303.

Trindade v Hackney LBC

In this case brief, John Gallagher looks at the concepts of ‘awareness of a relevant fact’ and ‘good faith’ in the definition of intentional homelessness.

John Gallagher is Principal Solicitor at Shelter.

Ms Trindade (T) previously lived with her partner and disabled daughter in an apartment on Sao Tome, an island off West Africa. In February 2013, T and her daughter travelled to the UK and moved in with T’s sister, after she suggested that her daughter would get better medical treatment in the UK. T’s sister lived in private rented accommodation. T’s partner remained in Sao Tome, but gave up the tenancy of the apartment.

In August 2013, T’s sister’s landlord gave her notice requiring possession of the property because he wanted to refurbish it. Following their eviction, T applied to the Council for assistance as a homeless person, together with her daughter.

Hackney LBC’s decision

The Council decided that T had made herself intentionally homeless by leaving her home in Sao Tome. It stated that when T left the apartment, she had done so ‘on a wing and a prayer’. T had no clear understanding from her sister about how long she could remain with her. The arrangement was not intended to be long term and it ‘had the seeds of its own destruction’.

Defining intentional homelessness

Section 191(2) Housing Act 1996, dealing with the meaning of intentional homelessness, provides that ‘an act or omission in good faith on the part of a person who was unaware of any relevant fact shall not be treated as deliberate’.

The Council’s reviewing officer decided that when T left her apartment she had not been unaware of any relevant fact and that in doing so she had not acted in good faith. T’s appeal to the county court was dismissed. She appealed again to the Court of Appeal.

T’s appeal

In the Court of Appeal¹, T argued that when she left her apartment she had been unaware of a relevant fact, namely that her sister would be evicted from her accommodation when she was. She said that she did not realise that her sister *could* be evicted from her accommodation.

She also argued that she had acted in good faith because her motivation for coming to the UK was to seek medical treatment for her daughter, not to apply for social housing.

Court of Appeal decision

The Court of Appeal considered to what extent a lack of knowledge about how future events will transpire could amount to being ‘unaware of a relevant fact’, and the related question of ‘good faith’.

Unaware of a relevant fact

The Court held that an applicant whose fortunes have not worked out as she expected must show that, at the time of her act or omission, she had an active belief that a specific situation would arise or continue in the future: meaning that she would have accommodation that would remain available to her. That belief must be based on a genuine investigation about those prospects, and not on mere aspiration. In those circumstances, where her belief about the apparent good prospects is mistaken, she may be considered to be unaware of a relevant fact.

Good faith

In relation to the question of good faith, the Court of Appeal stated that good faith must be judged by reference to an applicant’s housing situation and requirements for accommodation.

It does not turn on whether the applicant has acted with a laudable or understandable motive, or in accordance with social or personal concerns which have nothing to do with her housing needs.

The decision

The Council had been entitled to conclude that:

- T’s ignorance of the fact that her sister would be evicted was not unawareness of a relevant fact
- although T had come to the UK without any intention to call upon social housing resources, this was not relevant to the question of good faith.

The Court dismissed T’s appeal.

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11.1.1.45 Are you intentionally homeless?

11.1.1.46 Intentional homelessness - deliberate act or omission.

Footnotes

¹ Trindade v Hackney LBC [2017] EWCA Civ 942: Court of Appeal, 6 July 2017.

London Youth Gateway

Feature

The [London Youth Gateway](#) is an innovative partnership offering advice and support to young people aged 16-25 across London, who are homeless or at risk of homelessness. It is London Councils' only youth homelessness commission, and helps young people access accommodation, get into employment and education, improve their wellbeing and resilience, and avoid homelessness.

People over 25 can get advice through the [STAR partnership](#) (featured in HOMAT 118).

Advantages of partnership working

The London Youth Gateway is led by New Horizon Youth Centre. It brings together leading providers of youth homelessness services, and builds on the combined expertise of New Horizon Youth Centre, Depaul UK, Shelter and LGBT Jigsaw (a project of Stonewall Housing, Albert Kennedy Trust and Galop).

As a partnership, the London Youth Gateway combines the resources of a day centre, specialist advice services, emergency and longer term accommodation, a telephone advice line and LGBT+ service providers. As such it offers precisely the kind of youth-focused, holistic and tailored advice and support services that young people need but often struggle to access – including the many who are 'non-priority homeless' but who urgently need help.

Because of the partnership approach a young person can use different services across the London Youth Gateway depending on their specific needs and circumstances, no matter which one they access first.

Range of support offered

The London Youth Gateway delivers:

- help finding housing (crisis, short- and long-term)
- provision of emergency 'Nightstop' places, and other accommodation projects
- family mediation
- homelessness prevention, eg through prevention sessions in schools, floating support and tenancy sustainment

- advice, advocacy and guidance around housing, benefits and debts
- education, training and employment support
- low-threshold primary health care and counselling, and support in addressing underlying problems such as mental health, low self-esteem, emotional and/or behavioural issues
- life skills such as money management
- specialist understanding and activities that will maximise the impact for specific groups, such as homeless LGBT+ young people, young offenders, migrants and those who are gang-affiliated.

Accessing London Youth Gateway

The London Youth Gateway is making sure access to its services is low threshold and delivered across London. Young people can refer themselves or be professionally referred to all the services except [Depaul Nightstop](#). They must be referred to Nightstop by another organisation.

Key points of access to the service are via:

- hubs at [New Horizon Youth Centre](#) and [Depaul Alone in London](#)
- [LGBT Jigsaw](#) advice satellites, phone line and online referral
- [Shelter's](#) Under 25 Advice Line **0330 053 6091**.

In addition, outreach workers connect with young people in prison and those who are street homeless.

Details of advice surgeries providing access to services across London will be posted on the [London Youth Gateway](#) website.

Further information

To find out more about the London Youth Gateway, please contact Marike van Harskamp, Development and Partnerships Manager at New Horizon Youth Centre, at marike.vanharskamp@nyouthcentre.org.uk or telephone **020 7388 5560**. You can also sign up for quarterly updates via the London Youth Gateway website.

In this feature Marike Van Harskamp introduces the London Youth Gateway, a partnership providing advice and support for young people at risk of, or experiencing, homelessness.

Marike Van Harskamp is Development and Partnerships Manager at New Horizon Youth Centre.

Introductory council tenancies

This leaflet looks at the 12-month introductory tenancies that many councils give to new tenants.

Many councils give their new tenants an introductory tenancy.

Why introductory tenancies?

An introductory tenancy runs for a trial period. This allows the council to decide if you are a good tenant before granting you a longer term tenancy. The council will look at things like whether you pay your rent or cause a nuisance to your neighbours.

Introductory tenants can be evicted more easily than other council tenants.

Who gets an introductory tenancy?

You can only get an introductory tenancy for a property offered to you through the council's housing waiting list.

Not all councils offer introductory tenancies. Some grant secure or flexible tenancies from the start. A secure tenancy is sometimes referred to as a lifetime tenancy. A flexible tenancy is for a fixed period, normally five years. Check with the council what you are being offered.

You will not be an introductory tenant if you are transferring from another council or housing association tenancy – unless you were an introductory or an assured shorthold 'starter' tenant in your previous home.

Length of trial period

You will usually be an introductory tenant for 12 months. Time spent as an introductory tenant (or a housing association 'starter tenant') in another property immediately before your current tenancy started counts towards your 12-month trial period.

The council can extend the trial period to 18 months if it needs more time to decide if you will be a good tenant. If it wants to do this it must write to you to:

- explain why explain it wants to extend the trial period
- give you at least eight weeks' notice (before the end of the 12-month period)
- say you can ask it to review this decision and tell you what the deadline for this is.

End of the trial period

You will become a secure or flexible tenant of the council after 12 months, except when the council has:

- started court action to evict you
- extended your trial period to 18 months.

How you can be evicted

The council must first give you notice telling you that it intends to start possession action against you. This is often called a 'section 128 notice'. The notice must tell you why the council wants to end your tenancy.

You can ask the council to review its decision to evict you. This is your opportunity to say why you shouldn't be evicted. You must do this within 14 days of getting the notice from the council. The council must respond in writing to say whether it will let you keep your tenancy or if it will go to court to obtain a possession order.

If it decides to carry on and go to court, it must tell you the reasons why. It can't start court action until four weeks have passed from when you got the section 128 notice.

If the council has followed the correct steps the court will make a possession order unless there are exceptional circumstances.

Get advice immediately if you get a section 128 notice. Ring Civil Legal Advice on 0345 3454 345 to find out if you can get legal aid.

Right to buy

You can't buy your council home while you are an introductory tenant. But time spent as an introductory tenant does count towards the three-year qualifying period you need to buy your home under the right to buy scheme.

Further advice

You can get further advice from Shelter's free* housing advice helpline (0808 800 4444), a local Shelter advice service or local Citizens Advice office, or by visiting shelter.org.uk/advice or adviceguide.org.uk

*Calls are free from UK landlines and main mobile networks.



Note
Information contained in this leaflet is correct at the time of publication. Please check details before use.