



Immigration Act 2014

2014 CHAPTER 22

PART 3

ACCESS TO SERVICES ETC

CHAPTER 1

RESIDENTIAL TENANCIES

Penalty notices

22 Persons disqualified by immigration status not to be leased premises

- (1) A landlord must not authorise an adult to occupy premises under a residential tenancy agreement if the adult is disqualified as a result of their immigration status.
- (2) A landlord is to be taken to “authorise” an adult to occupy premises in the circumstances mentioned in subsection (1) if (and only if) there is a contravention of this section.
- (3) There is a contravention of this section in either of the following cases.
- (4) The first case is where a residential tenancy agreement is entered into that, at the time of entry, grants a right to occupy premises to—
 - (a) a tenant who is disqualified as a result of their immigration status,
 - (b) another adult named in the agreement who is disqualified as a result of their immigration status, or
 - (c) another adult not named in the agreement who is disqualified as a result of their immigration status (subject to subsection (6)).
- (5) The second case is where—
 - (a) a residential tenancy agreement is entered into that grants a right to occupy premises on an adult with a limited right to rent,

Status: This is the original version (as it was originally enacted).

- (b) the adult later becomes a person disqualified as a result of their immigration status, and
 - (c) the adult continues to occupy the premises after becoming disqualified.
- (6) There is a contravention as a result of subsection (4)(c) only if—
- (a) reasonable enquiries were not made of the tenant before entering into the agreement as to the relevant occupiers, or
 - (b) reasonable enquiries were so made and it was, or should have been, apparent from the enquiries that the adult in question was likely to be a relevant occupier.
- (7) Any term of a residential tenancy agreement that prohibits occupation of premises by a person disqualified by their immigration status is to be ignored for the purposes of determining whether there has been a contravention of this section if—
- (a) the landlord knew when entering into the agreement that the term would be breached, or
 - (b) the prescribed requirements were not complied with before entering into the agreement.
- (8) It does not matter for the purposes of this section whether or not—
- (a) a right of occupation is exercisable on entering into an agreement or from a later date;
 - (b) a right of occupation is granted unconditionally or on satisfaction of a condition.
- (9) A contravention of this section does not affect the validity or enforceability of any provision of a residential tenancy agreement by virtue of any rule of law relating to the validity or enforceability of contracts in circumstances involving illegality.
- (10) In this Chapter—
- “post-grant contravention” means a contravention in the second case mentioned in subsection (5);
 - “pre-grant contravention” means a contravention in the first case mentioned in subsection (4);
 - “relevant occupier”, in relation to a residential tenancy agreement, means any adult who occupies premises under the agreement (whether or not named in the agreement).