

*Status: Point in time view as at 01/02/1991.*

*Changes to legislation: There are currently no known outstanding effects for the  
Rent (Agriculture) Act 1976, SCHEDULE 4. (See end of Document for details)*

## SCHEDULES

### SCHEDULE 4

Section 6.

#### GROUND FOR POSSESSION OF DWELLING-HOUSE SUBJECT TO PROTECTED OCCUPANCY OR STATUTORY TENANCY

#### PART I

#### CASES WHERE COURT HAS A DISCRETION

#### CASE I

##### *Alternative accommodation not provided or arranged by housing authority*

- 1 The court is satisfied that suitable alternative accommodation is available for the tenant, or will be available for him when the order for possession takes effect.
- 2 <sup>F1</sup>(1) Accommodation shall be deemed suitable in this Case if it consists of—
  - (a) premises which are to be let as a separate dwelling such that they will then be let on a protected tenancy within the meaning of <sup>F2</sup>the <sup>M1</sup>Rent Act 1977], or
  - (b) premises which are to be let as a separate dwelling on terms which will, in the opinion of the court, afford to the tenant security of tenure reasonably equivalent to the security afforded by <sup>F3</sup>Part VII of the Rent Act 1977] in the case of a protected tenancy,and, in the opinion of the court, the accommodation fulfils the conditions in paragraph 3 below.

(2) ..... <sup>F4</sup>

#### Textual Amendments

- F1** Sch. 4 Pt. I Case I para. 2(1) renumbered from para. 2 by [Housing and Planning Act 1986 \(c. 63, SIF 75:3\)](#), **s. 13(3)**
- F2** Words substituted by [Rent Act 1977 \(c. 42\)](#), **Sch. 23 para. 82(a)**
- F3** Words substituted by [Rent Act 1977 \(c. 42\)](#), **Sch. 23 para. 82(b)**
- F4** [Sch. 4 Pt. I Case I para. 2\(2\)](#) inserted by [Housing and Planning Act 1986 \(c. 63, SIF 75:3\)](#), **s. 13(3)** and repealed by [Housing Act 1988 \(c. 50, SIF 61, 75:1\)](#), s. 140, **Sch. 18**

#### Marginal Citations

- M1** [1977 c. 42.](#)

- 3 (1) The accommodation must be reasonably suitable to the needs of the tenant and his family as regards proximity to place of work and either—

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- (a) similar as regards rental and extent to the accommodation afforded by dwelling-houses provided in the neighbourhood by the housing authority concerned for persons whose needs as regards extent are similar to those of the tenant and his family, or
  - (b) reasonably suitable to the means of the tenant, and to the needs of the tenant and his family as regards extent and character.
- (2) For the purposes of sub-paragraph (1)(a) above, a certificate of the housing authority concerned stating—
- (a) the extent of the accommodation afforded by dwelling-houses provided by the authority to meet the needs of tenants with families of such number as may be specified in the certificate, and
  - (b) the amount of the rent charged by the housing authority concerned for dwelling-houses affording accommodation of that extent,
- shall be conclusive evidence of the facts so stated.
- (3) If any furniture was provided by the landlord for use under the tenancy, furniture must be provided for use in the alternative accommodation which is either similar, or is reasonably suitable to the needs of the tenant and his family.
- 4 Accommodation shall not be deemed to be suitable to the needs of the tenant and his family if the result of their occupation of the accommodation would be that it would be an overcrowded dwelling-house for the purposes of [F5Part X of the Housing Act 1985].

#### Textual Amendments

**F5** Words substituted by [Housing \(Consequential Provisions\) Act 1985 \(c. 71, SIF 61\), s. 4, Sch. 2 para. 33\(4\)\(a\)](#)

- 5 Any document purporting to be a certificate of the housing authority concerned issued for the purposes of this Case and to be signed by the proper officer of the authority shall be received in evidence and, unless the contrary is shown, shall be deemed to be such a certificate without further proof.
- 6 In this Case no account shall be taken of accommodation as respects which an offer has been made, or notice has been given, as mentioned in paragraph 1 of Case II below.

## CASE II

### *Alternative accommodation provided or arranged by housing authority*

- 1 The housing authority concerned have made an offer in writing to the tenant of alternative accommodation which appears to them to be suitable, specifying the date when the accommodation will be available and the date (not being less than 14 days from the date of offer) by which the offer must be accepted.

OR

The housing authority concerned have given notice in writing to the tenant that they have received from a person specified in the notice an offer in writing to

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rehouse the tenant in alternative accommodation which appears to the housing authority concerned to be suitable, and the notice specifies both the date when the accommodation will be available and the date (not being less than 14 days from the date when the notice was given to the tenant) by which the offer must be accepted.

2 The landlord shows that the tenant accepted the offer (by the housing authority or other person) within the time duly specified in the offer.

OR

The landlord shows that the tenant did not so accept the offer, and the tenant does not satisfy the court that he acted reasonably in failing to accept the offer.

3 (1) The accommodation offered must in the opinion of the court fulfil the conditions in this paragraph.

(2) The accommodation must be reasonably suitable to the needs of the tenant and his family as regards proximity to place of work.

(3) The accommodation must be reasonably suitable to the means of the tenant, and to the needs of the tenant and his family as regards extent.

4 If the accommodation offered is available for a limited period only, the housing authority's offer or notice under paragraph 1 above must contain an assurance that other accommodation—

(a) the availability of which is not so limited,

(b) which appears to them to be suitable, and

(c) which fulfils the conditions in paragraph 3 above,

will be offered to the tenant as soon as practicable.

#### CASE III

Rent lawfully due from the tenant has not been paid,

OR

Any other lawful obligation of the tenancy, whether or not it is an obligation created by this Act, has been broken or not performed.

#### CASE IV

The tenant, or any person residing or lodging with him or sub-tenant of his, has been guilty of conduct which is a nuisance or annoyance to adjoining occupiers, or has been convicted of using the dwelling-house, or allowing the dwelling-house to be used, for immoral or illegal purposes.

#### CASE V

1 The condition of the dwelling-house has, in the opinion of the court, deteriorated owing to acts of waste by, or the neglect or default of, the tenant or any person residing or lodging with him, or any sub-tenant of his.

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- 2 If the person at fault is not the tenant, the court must be satisfied that the tenant has not, before the making of the order for possession, taken such steps as he ought reasonably to have taken for the removal of the person at fault.

#### CASE VI

- 1 The condition of any furniture provided by the landlord for use under the tenancy has, in the opinion of the court, deteriorated owing to ill-treatment by the tenant or any person residing or lodging with him, or any sub-tenant of his.
- 2 If the person at fault is not the tenant, the court must be satisfied that the tenant has not, before the making of the order for possession, taken such steps as he ought reasonably to have taken for the removal of the person at fault.

#### CASE VII

- 1 The tenant has given notice to quit and in consequence of that notice the landlord has contracted to sell or let the dwelling-house, or has taken any other steps as a result of which he would, in the opinion of the court, be seriously prejudiced if he could not obtain possession.
- 2 This Case does not apply where the tenant has given notice to terminate his employment and that notice has operated to terminate the tenancy.

#### CASE VIII

**Modifications etc. (not altering text)**

**C1** Case VIII modified by [Housing Act 1980 \(c. 51\)](#), Sch. 8 paras. 6, 8

- 1 The tenant has, without the consent of the landlord, assigned, sub-let or parted with possession of the dwelling-house, or any part of it.
- 2 This Case does not apply if the assignment, sub-letting or parting with possession was effected before the operative date.

#### CASE IX

- 1 The dwelling-house is reasonably required by the landlord for occupation as a residence for—
- (a) himself, or
  - (b) any son or daughter of his over 18 years of age, or
  - (c) his father or mother, or the father or mother of his wife, or husband, or
  - (d) his grandfather or grandmother, or the grandfather or grandmother of his wife, or husband,
- and the landlord did not become landlord by purchasing the dwelling-house, or any interest in it, after 12th April 1976.

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- 2 The court, having regard to all the circumstances of the case, including the question whether other accommodation is available for the landlord or tenant, is satisfied that no greater hardship would be caused by granting the order than by refusing to grant it.

## CASE X

### Modifications etc. (not altering text)

- C2** Case X modified by [Housing Act 1980 \(c. 51\)](#), [Sch. 8 paras. 6, 8](#)

- 1 Any part of the dwelling-house is sublet.
- 2 The court is satisfied that the rent charged by the tenant is or was in excess of the maximum rent recoverable for that part, having regard to the provisions of [<sup>F6</sup> . . . <sup>F7</sup>, Part III or Part V of the <sup>M2</sup>Rent Act 1977] or Part II of this Act, as the case may require.

### Textual Amendments

- F6** Words substituted by [Rent Act 1977 \(c. 42\)](#), [Sch. 23 para. 82\(c\)](#)
- F7** Words repealed by [Housing Act 1980 \(c. 51\)](#), [Sch. 26](#)

### Marginal Citations

- M2** [1977 c. 42.](#)

- 3 Paragraph 2 does not apply to a rental period beginning before the operative date.

## PART II

### CASES IN WHICH COURT MUST ORDER POSSESSION

## CASE XI

- 1 The person who granted the tenancy or, as the case may be, the original tenancy (“the original occupier”) was, prior to granting it, occupying the dwelling-house as his residence.
- 2 The court is satisfied that the dwelling-house is required as a residence for the original occupier or any member of his family who resided with the original occupier when he last occupied the dwelling-house as his residence.
- 3 Not later than the relevant date the original occupier gave notice in writing to the tenant that possession might be recovered under this Case.
- 4 The dwelling-house has not since the operative date been let by the original occupier to a tenant as respects whom the condition mentioned in paragraph 3 above was not satisfied.

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5 The court may dispense with the requirements of either or both of paragraphs 3 and 4 if of opinion that it is just and equitable so to do.

6 In this case and in Case XII below—  
“original tenancy”, in relation to a statutory tenancy, means the tenancy on the termination of which the statutory tenancy arose;  
“the relevant date” means the date of the commencement of the tenancy or, as the case may be, the original tenancy, or the expiration of the period of six months beginning with the operative date, whichever is the later.

#### CASE XII

1 The person who granted the tenancy or, as the case may be, the original tenancy (“the owner”) acquired the dwelling-house, or any interest in it, with a view to occupying it as his residence at such time as he should retire from regular employment.

2 The court is satisfied—  
(a) that the owner has retired from regular employment and requires the dwelling-house as his residence, or  
(b) that the owner has died and the dwelling-house is required as a residence for a member of his family who was residing with him at the time of his death.

3 Not later than the relevant date the owner gave notice in writing to the tenant that possession might be recovered under this Case.

4 The dwelling-house has not since the operative date been let by the owner to a tenant as respects whom the condition mentioned in paragraph 3 above was not satisfied.

5 The court may dispense with the requirements of either or both of paragraphs 3 and 4 if of opinion that it is just and equitable so to do.

#### CASE XIII

The dwelling-house is overcrowded, within the meaning of [<sup>F8</sup>Part X of the Housing Act 1985], in such circumstances as to render the occupier guilty of an offence.

#### **Textual Amendments**

**F8** Words substituted by [Housing \(Consequential Provisions\) Act 1985 \(c. 71, SIF 61\), s. 4, Sch. 2 para. 33\(4\)\(b\)](#)

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