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MANCHESTER & SALFORD
WOMEN CITIZENS' ASSOCIATION

Useful Information
for
Weekly Tenants

(SECOND EDITION)

PRICE · ONE PENNY

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can be obtained from the Secretary, W.C.A.,
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I.—Security of Tenure

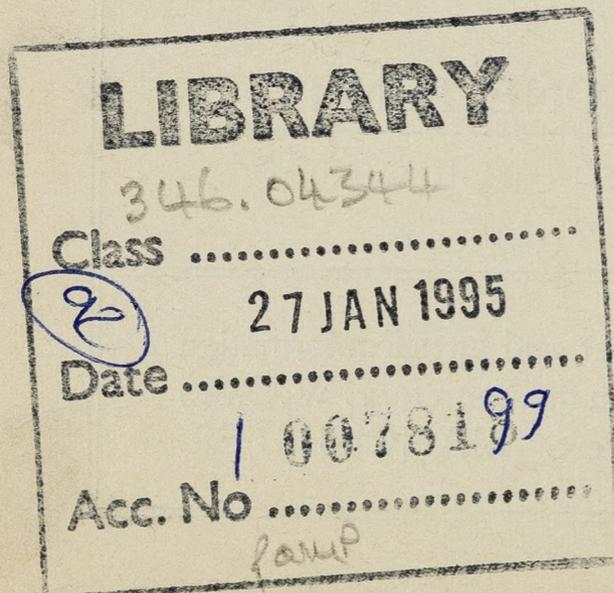
HOUSES TO WHICH IT DOES NOT APPLY.

The law with regard to security of tenure, which is summarised here, does not apply (i) to tenants who pay for furnished rooms, or attendance, or board, nor (ii) to tenants of “decontrolled houses,” nor (iii) where the rent is less than two-thirds of the rateable value. A house is decontrolled if the Landlord has had vacant possession of it any time since July 31st, 1923, and he himself is not a controlled statutory tenant.

HOUSES TO WHICH IT DOES APPLY.

In all other cases the law protects tenants living in any house let at £78 a year or less (outside London). This means that a tenant can only be forced to give up his house or rooms if the landlord has obtained a Court Order for possession. A Court order will only be given for **one of the following reasons:**

(1) Because the tenant has failed to pay arrears of rent which the Court ordered to be paid. That is to say, if the tenant is in debt for rent, his landlord must serve him with a proper Notice to Quit, and summon him (either at the County Court or the Police Court) and the Judge or Magistrate will make an order for payment according to the amount of the debt, and what is reasonable for the tenant to pay, in weekly or monthly amounts. **If the tenant fails to make these payments, the landlord must apply to the Court for a possession order.** If the tenant has been unable to pay his rent because of unemployment or illness, but is able to promise payment in the future, the Court will usually give him time. If he loses the case the Court will make an order for possession—probably within 28 days. If the tenant has then nowhere to go, the Court will



sometimes grant an extension of time, but the Order will be carried out eventually unless the debt can be paid and the landlord agrees to withdraw the case.

(2) Because the tenant is a "nuisance." In this case the landlord must prove to the Court that the tenant is a nuisance. To prove that a tenant is a "nuisance" the landlord must have evidence not only of an occasional disturbance, but that the tenant has such immoral, or dirty, or noisy habits that he is an annoyance to his neighbours or to the other people.

(3) Because the landlord needs his house for his own occupation, or for a son or daughter over 18 years of age, or for any other person living with him (he must prove in this case that such a person really does live with him, and is not just a visitor), or for a servant who is in his whole time employment, or in the whole time employment of some tenant from him.

If the landlord wants the house for himself or for any of his children or servants, he must find other accommodation for the tenant he is turning out, and he must prove to the Court that this accommodation is suitable for the tenant, is let at a rent that he can pay, is not too far from his work, and that it is "protected"—that is the landlord may not move his tenant into a decontrolled house from which he could be turned out again.

Or, in some cases, the landlord must prove that it would mean greater hardship for himself or his child not to have possession than for the tenant to give it up.

As it is difficult for the landlord to fulfil these conditions a tenant who behaves well and pays rent regularly is practically safe.

(4) A tenant can also be forced to leave a house when a Closing Order has been issued and the house is to be pulled down.

II.—Rents

OF DECONTROLLED HOUSES.

Any rent can be charged **in decontrolled houses—but the landlord may not turn tenants out on a Court Order for debt and then let their house for any rent he chooses.** That is to say, a house or rooms which are vacated in these circumstances remain under the Act.

OF CONTROLLED HOUSES.

The increases in rent which the law allows in controlled houses are all calculated according to what is known as the **net standard rent**—that is, the rent on August 3rd, 1914 (or the first time the house or rooms were let after that date) and not including rates, insurance, etc. Most weekly rents include rates, so it is necessary to find out what the weekly rates were in 1914 and subtract them in order to get at the net rent. Rates include "water rate."

To this net rent the landlord can add forty per cent.—or two-fifths—if he is responsible for all repairs; and if the landlord pays the rates he can charge the tenant with what he pays—**but he must write on the tenant's rent book or receipt exactly what he pays in rates on the tenant's behalf every six months.**

The only other increase allowed is a very small one (8 per cent. on the cost per annum) for improvements or structural alterations: **but this has nothing to do with ordinary repairs and decorations,** and a landlord is not allowed to make unnecessary alterations in order to add to his rents.

The increases are rather difficult to work out for weekly rents, and a tenant who considers he is overcharged should apply at the Town Hall (Rating Department) and ask for help. Usually the

calculations are set out in print for a great variety of rents.

Sub-tenants. Sub-tenants are also protected, and can only be charged ten per cent. of the net rent beyond the ordinary increases. (A landlord may charge five per cent. of the net rent beyond the ordinary increases when his tenant is sub-letting).

Furnished Letting. The rent which may be charged for furnished houses or rooms is not restricted in the same way, but **a tenant in furnished rooms who considers his rent is unfairly high can summon his landlord in the County Court**, and, if he can prove that the landlord is taking more than 25 per cent. profit in addition to what would have been a fair profit before the War, the judge will order the rent to be reduced. If he can prove that the rent is extortionate his landlord can be heavily fined, and he can recover what the judge considers he has overpaid. The objection to this course is that there is nothing to prevent the landlord turning the tenant out at a week's notice after the action.

A room let as furnished must really be furnished, and not have, for instance, only window blinds and linoleum.

Key Money, et cetera. In "controlled" houses **all key money is illegal.** That is to say, the landlord is forbidden to demand any money for letting the house or part of it in addition to his rent. It is also illegal for a landlord to sell furniture to a tenant for more money than the furniture is worth, as a condition of letting the house.

III—Repairs.

Every house let at £26 a year or less (in any town except London) must be "**reasonably fit for human habitation**" when it is let, and during the

tenancy—(unless there is a lease for more than three years under which the tenant undertakes to do the repairs).

Whenever a landlord is responsible for repairs, a tenant can insist that the repairs shall be carried out.

The law is that the name and address of the Medical Officer of Health, and of the landlord or agent must be on every tenant's rent book (or must be given to the tenant in writing before he pays any rent).

A tenant whose house is not kept in repair can therefore ask his landlord (or agent) to do the repairs, and if that fails, he can write to the Medical Officer of Health, or call at the Town Hall to complain. **It is the duty of the Local Authority to see that the house is kept in repair**, and when a tenant has complained at the Town Hall (or in writing to the Medical Officer) the Sanitary Inspector must, if the complaint is genuine, order the landlord to carry out the necessary repairs: that is, all such repairs as to leaking roofs and gutters, broken W.C. pans and cisterns, broken pipes, bad drains, damp rooms or defective floors. The landlord can also be required by the Sanitary Inspector to provide proper dustbins and to pave yards.

There is another method of getting repairs carried out, which is very effective in dealing with bad landlords. If a tenant is paying the 40 per cent. increase on net rent, explained in Section II, he can ask the Sanitary Inspector for a Certificate that his house or rooms are not "reasonably fit for human habitation." The charge for this Certificate is 1/-, which may be deducted from the next week's rent. When the tenant has the Certificate, he must send a copy of it to his landlord, and then he need no longer pay the 40 per cent. increase on net rent. (He can see from the notice of increase he originally received how much this is.) Generally a landlord

will do the repairs in these circumstances, but if he does not, and if he summons his tenant for keeping back rent, the tenant has only to take his Certificate to Court with him, and he will not be ordered to pay the 40 per cent. again until the Sanitary Inspector certifies that the house is fit for habitation.

Where there are broken grates or broken coppers, no proper locks to doors, holes in floors, et cetera, there is often a better chance of having these repairs carried out by applying for a Certificate than by just sending for the Sanitary Inspector in the ordinary way.

This pamphlet is substantially a reproduction of one drawn up by Mrs. John Barclay and Miss Evelyn Perry, Chartered Surveyors, for the Westminster Survey Group, to whom the thanks of the W.C.A. are tendered for the permission to reprint.

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