A little local difficulty

The OED (Concise, 8th ed) gives as a definition of localism "attachment to a place", and "a limitation of ideas etc resulting from this". Who would accuse the Localism Act 2011 of lacking ideas, at least in the field of English housing law?

The latest addition to the Lease family, "Flexible", born 1 April 2012, is the progeny of our established friends the secure tenancy and the fixed term (of at least 2 years). Written advance notice by the prospective landlord is needed. The authority can recover possession on or after expiry of the term if, broadly, it complies with notice provisions and reviews its decision properly on request. Then the courts must give possession, though presumably Pinnock-sanctioned human rights arguments will be entertained. A tenant can terminate, but only if there aren't arrears and the tenant isn't "otherwise materially in breach of a term...". How often will an authority want to hang on to a tenant in arrears or breach?

The right of a family member (other than spouses etc) to succeed to a secure tenancy disappears for those granted from 1 April. Only a spouse or civil partner (or someone living as such) in occupation at death can succeed. If there isn't an "other half" in occupation, or for second and later successions, others may qualify but only if the landlord says so in the lease. Succession provisions relating to assured tenancies granted after 1 April by private registered providers of social housing are shuffled more closely into line with those for secure tenancies.

To obtain possession for under-occupation following succession (ground 16), secure landlords must serve notice (or if no notice, proceedings) between 6 and 12 months after death. If a successor did not notify the landlord of the death (even where that involved an illegal failure to register the death) the statutory purpose could be frustrated: Newport CC v Charles [2009] HLR 18. For deaths on or after 6 April, ground 16 is replaced by Ground 15A, giving the court discretion to order that time runs from the date when the landlord became aware of the death.

There’s plenty of other fascinating stuff (deposit scheme provisions changed on 6 April), but I’ve had more than enough column space this month.

/ 1st Jun 2012

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