



## Issues with tenants

Most landlords and tenants get on perfectly well, and with a bit of give and take and realism any issues that do arise can be resolved without too many problems.

However, this does depend on the landlord and the tenant being sensible and reasonable, and the lease between them being well drafted and understandable. There are all manner of tenants, and landlords, and premises, and so it's not surprising that sometimes things go seriously wrong.

### Assured Shorthold Tenancies (ASTs)

These are the standard short residential tenancies. Disputes arise over recovery of rent, damage and anti-social behaviour, recovery of possession, and recovery of deposits. There have been a lot of changes in the law on ASTs, and it's vital to keep up to date. New tenants now have to be given more information, properties need smoke and carbon monoxide alarms and gas safety checks, and it is much harder to remove a tenant if they complain about the state of the property. New forms have been brought in for terminating tenancies because of arrears of rent (ground 8), or other breaches, or with two months' notice under s21, and the old ones are no longer valid. There are also new rules limiting deposits to 5 weeks rent, and prohibiting recovery of most agency fees from tenants.

### Long Leases

The equivalent to a freehold house is a flat with a lease for over 7 years – often 99 years. Bought with a mortgage, and the tenant pays a small ground rent, plus a service charge to pay for maintenance and repairs of the roof, entrance hall and so on.

Problems usually arise over the service charge, and there is a lot of legislation governing the way in which service charges can be claimed.

Any substantial work will need consultation, and the tenants can go off to the First Tier Tribunal (Property Chamber) if they think the charges are too high. Then there are rights to buy the freehold, or to take over the management and loads of technicalities in all of it.

### Business Tenancies

These cover factories, warehouses, offices and shops. The tenancies are shorter, but business tenants have important rights to renew their tenancies unless they have been properly excluded. There are issues about the rent, service charges, and the cost of dilapidations when the tenant leaves.

Landlords and tenants need clear authoritative advice on their position, and on the best way to resolve things in a practical and advantageous manner. And they need standard actions and prices for the most common situations,

We offer clear advice, and fixed price deals for AST possession claims based on arrears of rent (ground 8) or with two months' notice under s21, so everybody knows where they are. Please enquire for more details.

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**At David Lee Solicitors we pride ourselves on our practical and no nonsense approach. We can act swiftly and decisively to help you achieve a fair outcome.**

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