



myerson

Myerson **Property**

Our Guide to Residential Landlord Disputes

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Welcome

Why Myerson?

At Myerson, our Real Estate Litigation solicitors are experts in advising on all aspects of property disputes. We are the firm of choice for both landlord and tenants of commercial properties. We act as trusted advisers, resolving all aspects of property disputes and providing positive outcomes.

As a Top 200 UK Law Firm, we are also proud to be ranked in many legal disciplines as 'Top Tier' in the prestigious international directory **The Legal 500**, providing a truly bespoke and personal service.

All of the solicitors in our real estate litigation team are specialists and have a detailed understanding of real estate law and procedures. Your matter will be handled discreetly and efficiently.

Our specialist, dedicated team of property dispute solicitors have in-depth knowledge and a wealth of expertise in both bringing and defending complex and high-value matters.



Residential Landlord Disputes

We help landlords of residential properties make the most of their investment by providing commercial and practical advice in addition to the legal answer to the problem.

Our Expertise

Ending Residential Tenancies and Possession Proceedings

If you want to obtain possession of your property, we can advise you on the type of tenancy (such as a Rent Act Tenancy, Assured Tenancy, or Assured Shorthold Tenancy) or licence that exists and the appropriate notices that need to be served to terminate the tenancy.

If the tenant does not vacate, we will prepare and issue the Court proceedings for you, guiding you through the process until you obtain an Order for Possession.

Once we receive the Order for Possession, we will advise you on the enforcement procedure and instruct the bailiffs to obtain possession of the property on your behalf.

Trespasser or Squatter Disputes

If you have trespassers on your property, you must act promptly to evict them.

We can prepare the application to the Court for a Possession Order and all the witness evidence. We can then arrange for the claim to be served by attaching copies of it at the property, posting the documents through the letterbox in a transparent envelope, placing stakes on the land, and attaching the documents to the stakes.

We will then attend the hearing and deal with enforcing the Possession Order by instructing the bailiffs on your behalf.



Breaches of Lease

If your tenant has breached the covenants in their lease, you have several options for enforcing them.

The landlord could apply to the Court for specific performance, requiring the tenant to comply with the covenants and requesting an injunction and/or damage. Alternatively, the landlord may want to forfeit the lease. There are strict requirements if the landlord wants to forfeit a long lease of residential premises, which are set out below.

We can advise you on all your options and guide you to the best course of action based on your circumstances and the outcome you want to achieve.

Forfeiting a Lease

A forfeiture provision allows the landlord to terminate the lease before it expires because of the tenant's breach of covenant.

For residential premises, the landlord will normally have to go to Court to be able to forfeit the lease. Court proceedings must be used if the premises are occupied.

Notices must be served on the tenant before proceedings can be issued. If the landlord seeks to forfeit the lease for non-payment of rent, service charge or administration charge, then the amount must exceed £350 or have been outstanding for more than three years.

In addition, the breach must have been admitted by the tenant or determined by the Tribunal or Court.

We can advise and guide you through the process if you are considering forfeiting a long lease.

Restrictive Covenants and Right of Way

Our experts can advise on disputes relating to restrictive covenants or rights of way.

We can advise whether the restrictive covenants are enforceable and if so, apply to the Court for an injunction or damages.

We can also advise on any disputes regarding rights of way, including any interference with your right or disputes concerning the repair and maintenance of a right of way.



Service Charge Disputes

As a landlord, you must know your obligations in the lease, what services you are to provide, and how to recover the charges from the tenant.

You are not obliged to provide any service not expressly set out in the lease, and the tenant is not obliged to pay for anything not covered in the lease.

Once you have familiarised yourself with the contractual provision, you need to ensure the service charge is correctly demanded and that you have complied with the statutory requirements. Failure to comply can invalidate the demand and may result in the tenant withholding payment.

If you are considering carrying out major works to the premises or entering into long-term agreements (over 12 months) for services, you must consider whether you need to consult with your tenants. If you fail to do this, then you will only be able to recover a small, limited sum from the tenant.

Even if you manage to comply with all the above, there is always a risk that a tenant will apply to the Tribunal for a determination that the service charges are unreasonable.

We can advise you on the contractual provisions, the statutory regime and the consultation process to ensure you have all the procedures and processes in place. However, we can also defend any applications the tenants make to the Tribunal, for example, alleging that the service charge is unreasonable.

Rent Arrears and Service Charge Recovery

If your tenant has failed to pay their rent or service charge, then we can take steps to recover it for you.

Several options are available, including drawing down a rent deposit, pursuing a guarantor, liaising with the mortgage company, and issuing Court proceedings. We will advise you on your options and discuss with you the most effective way to recover the arrears.

Enforcing a Charge

If you have a charge against a residential property, we can advise you on enforcing your rights under the charge, including the right to sell the property or appoint a Receiver in the event of default.



You're in safe hands!

If you would like further information about how we can help you with **Residential landlord Disputes**, or if you have any questions, please don't hesitate to contact a member of our **Property Litigation** team today.

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