

Appendix B

West Norfolk Housing Company

Response to Shareholder Committee request regarding S21 notices

January 2024

Summary

It should be noted that whilst private landlords often use Section 21 notices to carry out “no fault evictions”, for example when they wish to sell a property, a section 21 notice can also be used to end an assured shorthold tenancy due to breaches to the tenancy.

As regulated registered providers of social housing, West Norfolk Housing and its housing management partner, Broadland Housing Association, would never utilise section 21 notices to carry out a no-fault eviction and section 21 notices have not been used in relation to any West Norfolk Housing homes to date. However, there may be rare occasions where a section 21 notice would be the only effective mechanism to resolve an issue being caused by a tenant which is having a significant impact on the community. Broadland would only use a section 21 notice a last resort.

Therefore, the Board of Directors does not believe that voluntarily removing section 21 notices as an option for ending a tenancy would have any tangible benefits for the company, its tenants, or the wider community and it could impact negatively on the company’s ability to effectively manage its stock.

Full Response to request

1. The number of notices served under section 21 of the Housing Act 1988 (“section 21 notices”) within the last two years by the company or its contracted housing management provider;

Zero.

2. The number of tenancies the company has or their contracted housing management provider has in which a section 21 notice could be served;

West Norfolk Housing itself does not have any tenancies where a Section 21 notice could be served. The Temporary Accommodation operated by the company is let on licences in accordance with Homelessness legislation and Shared Ownership homes are occupied on leases of 125 to 990 years.

The company’s general needs rented stock is leased to Broadland Housing Association. Broadland offer Starter Tenancies for 1 year and if there are no outstanding breaches to this tenancy, an Assured (lifetime) Tenancy will be offered. A Starter Tenancy is a form of Assured Shorthold and therefore technically this can be ended by a Section 21 notice. Broadland have advised that it is extremely rare for them to use a Section 21 notice to end a Starter Tenancy.

Where there is a breach to the tenancy they will ordinarily extend the term of the Starter Tenancy and work with the tenant to resolve the breach. If the breach cannot be resolved, as a last resort they will seek possession using a section 8 notice wherever possible.

A Section 21 notice would only be used in rare cases where the breaches would not meet a mandatory ground for possession, but the circumstances are having a significant impact on the community such as anti-social behaviour.

It should be noted that Broadland Housing Association are a regulated Registered Provider of Social Housing and were a founding member of Homes for Cathy, a group of Housing Associations working together to end homelessness.

The Council can be assured that West Norfolk Housing and Broadland Housing would in no circumstances, use a Section 21 notice to carry out a "no fault eviction"

3. The predicted impact, financial or otherwise, on the company or their contracted housing management provider if the company was to voluntarily choose to never use section 21 notices going forwards;

Committing to not use Section 21 notices, without the benefit of the additional grounds being introduced within the Renters Reform Bill would reduce the tools available to Broadland which could have an impact on their ability to effectively manage West Norfolk Housing's homes.

Removing Broadland's ability to serve S21 notices would effectively remove their ability to use Starter Tenancies on West Norfolk Housing's stock. It should be noted that the "probationary period" offered by starter tenancies can provide households with adverse housing histories a critical opportunity to prove themselves and achieve appropriate settled housing. Removing the option of Starter Tenancies could make it more difficult for Broadland to offer tenancies to these households.

4. Confirmation of any changes that would be necessary in legal contracts with any contracted housing management provider (and where possible confirmation of whether the housing management provider is willing to agree such change) in order to codify the voluntary removal of section 21 notices as an option for ending a tenancy;

Leases to Broadland currently allow underletting by way of an Assured Tenancy or an Assured Shorthold Tenancy (Starter Tenancy). In order to codify this change, this would need to be amended to only allow Assured Tenancies to be used. Broadland have indicated that they would not be in favour of this amendment for the reasons set out above.

5. Whether, with reference to its Business Plan, the Board of Directors considers it is in the best interests of the company to implement a company decision to voluntarily remove section 21 notices as an option for use for ending a tenancy.

As both West Norfolk Housing and its Housing Management Provider, Broadland Housing are regulated Registered Providers of Social Housing, S21 notices would only be used in very rare circumstances and would not be used to carry out “no fault evictions”. Therefore, the Board of Directors do not believe that voluntarily removing section 21 notices as an option for ending a tenancy would have any tangible benefits for the company, its tenants or the wider community.

However, it would have the potential to negatively impact on the effective management of the company’s stock and may make it more difficult to meet the needs of some of the most vulnerable households in the community. Therefore, the Board of Directors do not believe that this would be in the best interest of the Company.