

Ban on evictions and notice periods extended in Government u-turn

The stay imposed on possession proceedings was due to expire on Sunday 23 August 2020. However, in an 11th hour u-turn, Robert Jenrick announced on Friday afternoon that the ban on evictions would be extended for a further 4 weeks (taking the total ban to 6 months) in England and Wales. In a further, unforeseen twist, it was announced that a new 6 month notice period would be in place until at least 31 March 2021 (this applies to England only) in all matters save for “serious cases”, examples of which are anti-social behaviour and domestic abuse.

This will come as a shock to both landlord and tenant advisors who were respectively gearing up for the stay to be lifted. It is no doubt a reaction to increased pressure on government, rising infection rates as lockdown measures are eased and fears of a resurgence over the winter months. The measures will be reviewed with regard being had to the latest public health advice.

The announcement confirms that when courts do resume eviction hearings they will carefully prioritise the most egregious cases (such as ASB) as well as where landlords have not received rent for over a year and would otherwise face unmanageable debts. The new prioritisation will be led by the Master of the Rolls’ Working Group.

The Master of the Rolls’ responded to direction of the Lord Chancellor to include a provision in the Civil Procedure Rules that would extend the stay imposed by rule CPR 55.29 commenting on the “extremely unusual nature and timing” of the direction. The Civil Procedure Rule Committee have produced The Civil Procedure (Amendment No5) (Coronavirus) Rules 2020 which changes the date in CPR 55.29 to extend the stay and also amends Civil Procedure (Amendment No3) Rules 2020 accordingly.

To fully understand the effect of these changes, we will need to consider the rules which apply regarding the 6 month notice and what will happen when this extended stay expires which are not yet available. When they are, a further briefing will be distributed.

For now, the advice is to take no action on stayed cases, even where reactivation notices have properly been served. However, there is no ban on issuing claims, the effect of which is that they will be automatically stayed.

At this juncture, landlords should give thought to which of the currently stayed cases may be justified as a priority when the stay is eventually lifted. Tenants are urged to enter into a dialogue with their landlord to make affordable payment arrangements where the tenant is facing difficulties in paying rent due to the effects of the pandemic to have some reassurance that they will not face eviction when the stay is lifted if the agreement is complied with.

This will be a welcome relief to tenants dealing with the impact of COVID-19 although it is an interim solution and as yet, we have not seen the suggested measures being introduced to temporarily end mandatory evictions and to permanently abolish the s21 procedure that would give greater protection to renters.

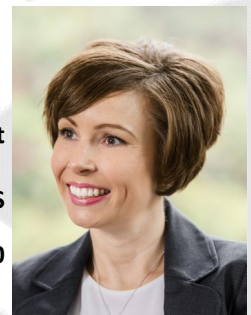
Landlords will no doubt be frustrated at this blanket approach especially those who are reliant on rental income to pay their own mortgage or social landlords who use the income to maintain their properties. One cannot help but wonder why a system is not put in place now whereby the courts assess cases on merits, considering the causes of arrears and how far they are COVID-19 related so as to enable genuine and serious cases to progress now. That would afford protection to those affected by the pandemic and reduce the burden on local authorities as there would be fewer evictions, but when such action is deemed appropriate by the judiciary.

Please check back for further updates as more information becomes available.

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