

The coronavirus crisis has brought considerable pressure on everybody, including tenants and landlords. Many have been able to weather the storm by coming to agreements over how rent is to be paid. It is important that this continues to sustain tenancies.

New rules have been brought in to protect tenants and landlords, and courts will consider the impact that the coronavirus may have had. This guide sets out what the parties should do, before considering repossession.

It is important to stress that we are in unprecedented times. It is incumbent on tenants and landlords to engage with each other, trying all available avenues to reach an agreement before seeking repossession through the courts.

What are the golden rules for dealing with rent disputes?

- 1. Communicate:** If rent cannot be paid in part or full, tenants and landlords should discuss the situation as soon as reasonably possible. It is important for landlords to be flexible and have a frank and open conversation with their tenants at the earliest opportunity, to allow both parties to agree a sensible way forward. It is important that landlords try to understand:
 - the cause of the arrears;
 - whether the tenant, their dependants, or other occupiers have been affected by coronavirus and how this has impacted on their ability to pay rent;
 - the tenant's general financial situation; and
 - what ability there is for a payment plan to repay arrears.
- 2. Establish:** Whether the tenant may be considered vulnerable, such as disabled or a single parent - [this guide will help you](#). If the tenant is in the vulnerable category, local authority housing options teams can also give advice and support.
- 3. Signpost:** Landlords should point the tenant to organisations that may be able to provide support or advice on benefit entitlement and debt management. Your local council can also offer help and advice, including funding to help pay your rent, called discretionary housing payments (DHP). Other organisations include:
 - Citizens Advice– 0344 411 1444
 - [Shelter](#) - 0808 800 4444
- 4. Agree:** Seek to agree an affordable payment plan, based on the tenant's circumstances, where this information has been shared. Guidance for tenants and landlords on how best to manage conversations about arrears is available from the NRLA and other partners [here](#).
- 5. Be clear:** Landlords should provide clear rent statements for 3-month periods (or 13 week periods, if rent is paid weekly), showing any temporary reductions in rent or deferred payments. Guidance, including templates for agreeing such reductions, are available [from the NRLA](#).
- 6. Consent:** Where the tenant is claiming benefits, explore seeking consent for payment of any housing element to the landlord. As a last resort, you can also request deductions to repay arrears - but neither you nor the tenant can choose how much is deducted as they are automatically calculated. This could lead to higher deductions than a tenant feels they can afford. You can find out more by ringing the Universal Credit Helpline – or the tenant can arrange by speaking to their work coach or UC advisor. More information on alternative payment arrangements can be [found here](#).
- 7. Guarantors:** If there is a guarantor in place, actively involve them in discussions with tenants regarding payment of rent. Bear in mind that the financial situation of guarantors may also have changed.
- 8. Mediate:** If you cannot initially agree, an independent mediator could help resolve your differences without the time/cost of taking a possession case to court. Information on mediation is [available here](#).
- 9. Record:** Landlords should keep copies of all documentation and a record of all contact with the tenant, and provide the information to the court should proceedings be necessary.

Landlords should not issue notice without fully exploring the above options and tenants should actively engage with their landlords.

If agreement cannot be reached

If an agreement on a way forward cannot be reached, resulting in a new claim for possession being considered or an existing claim in progress being reactivated, it is essential that landlords and tenants **continue to try** to discuss the level of arrears, the tenant's financial situation and repayment of arrears.

Steps to take before notice is issued (including under s21 and s8, ground 8)

1. The landlord should write to the tenants outlining the reasons possession is being sought. If possession is for arrears, then this arrears pre-action plan should be followed. A failure to do so could result in your case being adjourned, which could delay it.
2. Landlords must declare if they know of any matters that should be taken into consideration, including if tenants, their dependants, or other occupiers have been affected by coronavirus and, if so, how this has impacted on their ability to pay rent.
3. Both parties should consider whether it is possible to resolve issues between them through discussion and negotiation, rather than formal legal proceedings (alternative dispute resolution).
4. The landlord should consider any representations received, and if proceeding with a claim, include any information that has been provided relating to the impact of coronavirus on the tenant's ability to pay rent.
5. Landlords must keep copies of all documentation and a record of all correspondence or contact with the tenant, throughout the pre-action process, and provide the information to the court should proceedings be necessary.

If payment of rent is resumed by the tenant, or the tenant's circumstances have changed and a reasonable plan to repay arrears is agreed, then the landlord should postpone issuing new court proceedings, or reactivating an existing claim, whilst the tenant meets the terms of such an agreement.

Should the tenant break the terms of the agreement, the landlord should inform the tenant if they intend to start or resume proceedings. It is important that both landlord and tenant, fully engage in the court process thereafter.