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**GROUNDS FOR CONCERN**

Just when you think you know about all the potential implications of the welfare reforms on our sector...the rumour mill starts whirring at full speed and comes up with another. But the latest development in the tale of woe that is welfare reform is a bit more sinister than the others because it relates to something we have control over rather than one being inflicted from central government. If you haven't heard I'm talking about use of Ground 8.

Ground 8 of the 1988 Housing Act is a mandatory ground for possession that can be used if an assured tenant owes more than 8 weeks rent arrears. (The ground doesn't apply to Secure Tenants) Until now, housing associations have included a clause in their assured tenancy agreements that prevent them from using ground 8. This was part of a voluntary 'code' adopted by the sector following the 1988 act and has been most visibly applied during stock transfers where the 'offer' promised that Ground 8 would not be used and so tenants no reduction in security of tenure would result.

The assured tenancy grounds for possession that are currently used are discretionary, which in practice means that the county court judge doesn't have to grant immediate possession. Where arrears are concerned the judge will in almost all cases grant a suspended possession order on the basis that the tenant makes some effort to pay off the arrears by instalment. Ground 8 on the other hand allows a landlord to obtain an immediate possession order simply if they can prove to the judge that the tenant is more that 8 weeks in arrears.

The saving grace in this situation, particularly for stock transfer tenants is that an assured tenancy agreement will normally include a clause requiring the landlord to obtain the tenants individual consent before varying the terms of the agreement. This means that consultation alone is not sufficient to remove the clause preventing the use of Ground 8. The danger of course is that tenants may give their consent without understanding what is being proposed or fully appreciating its implications.

It appears that many of the landlords who are considering use of ground 8 are looking to tie it in with a revamp of their tenancy agreement. Now I'm all for making agreements more accessible and I'm not suggesting for one minute that this is a way of fooling tenants into accepting the introduction of the Ground 8 clause but I am saying that offering tenants a new user friendly 'plain language' tenancy agreement could mask the fact that it contains a new clause that represents a significant erosion of security.

Of course I can see how on the face of it Ground 8 offers a remedy to the huge increases in rent arrears that are expected as a result of the welfare reforms and believe me I know how frustrating it can be when serial non-payers play the system and are granted suspended possession order after suspended possession order. And lets be absolutely honest here, a lot of

you are probably thinking 'so what' ...you get yourself into rent arrears, you've got no-one to blame but yourself and what's so wrong in making it easier for your landlord to evict you?

But as we know, the reality of rent arrears is rarely that simple and many people find themselves in arrears through no fault of their own, the 'bedroom tax' being a case in point. Discretionary grounds for possession allow the court to consider each case on its own merit and give the defendant every chance to deal with their arrears before eviction is finally granted. A mandatory ground is inherently non-discerning and fails to give any 'benefit of the doubt' to the tenant. For this reason the use of Ground 8 runs a real risk of heaping more hardship on tenants already suffering the results of benefit cuts. Surely we have the wit, wisdom and compassion within the sector to manage this tough situation without taking such a draconian and retrograde step?

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