

How to handle troublesome tenants



Introduction

Being a landlord means you get to meet people from all walks of life. And if you've been in the letting game for a while there will probably come a time when you're going to end up with a slightly 'challenging' tenant or tenants.

In fact a recent housing survey estimates that around 7.3% of private tenants are in rent arrears. Rent payment problems aside, you've probably already experienced a tenant who goes out of their way to make things awkward for you, or tenants who just don't have any interest in looking after your property.

Communication is key when handling troublesome tenants, but there are also legal issues around what you can or can't do if you have issues with your tenant(s). This guide aims to look at some of the most common issues we have come across in our years of letting property and the solutions for dealing with them.

DISCLAIMER: *This e-book is intended for information only and does not constitute legal advice. If you have any questions related to issues in this e-book we strongly advise contacting a legal professional.*



When Rent Payments Are Missed

Even good tenants can stop paying the rent if they lose their job or split up with their other half. If you sense genuine hardship informal negotiation tends to work best. The tenant usually wants to find a way forward, and in the long run this will still cost you less than a lengthy eviction.

However, if you're really having trouble getting payment from your tenant, ensure you have followed these steps:

- Contact your tenant on the day the rent was due. This could be sending them a text message, email or it could be by calling them. By contacting them on the day itself makes the point that this is something you take very seriously.
- Try to understand their situation. It might be that they've lost their job or they had some unforeseen circumstances that resulted in them not having the full rent amount available. Work out an agreement, and try to come to some arrangement for payment.

- If you've managed to come to a payment arrangement it's best to outline the agreement in writing. Make sure you make it clear what has been agreed, including the dates or amounts to be paid and when. Keeping a trail of communications could come in handy if the worse comes to the worse.
- If your tenant has a guarantor attached to the tenancy, you can contact them to cover the unpaid rent, providing they have signed the appropriate paperwork to make them liable when the tenant defaults.
- If the problem persists after 21 days you should start to consider your legal options.



Gaining Access

It's perfectly reasonable to assume that, as a landlord with rights to the properties you own, there will be times when you want or need to visit a property you let, yet it's important to recognise these visits cannot be made whenever you feel appropriate.

In accordance with tenant and landlord law, you're required to give 24 hours notice before you visit, otherwise your tenants are within their legal rights to refuse you entry (except in very specific circumstances).

If you have been unable to gain access to the property with your tenant's permission, you may make an application to the court for an injunction. This will give you a court order allowing you landlord rights to enter the property without your tenant's permission. If your tenant has been unreasonably refusing access, the costs you incur in obtaining the court order may be recoverable from them.

TOP TIP

If your tenant says you can't enter, be sure and write down every conversation, every visit, every email and text in great detail to prove that you did your best to gain entry to carry out the repair.



Subletting

You've found the perfect tenant who pays their rent on time, keeps their rental home in good order and is easy and pleasant to deal with. Then you discover they're subletting to someone you've never heard of – and they didn't ask you first, so what do you do?

It is always worth approaching your original tenant first, giving them 30 days to rectify the situation. But take care to do everything strictly by the book or your tenant may claim that you've harassed them or attempted to evict them illegally.

Identify how the tenancy agreement has been broken – the mere fact that they have sublet the property without your permission is likely to count as a breach.

The subtenants may be unaware of the situation and willing to vacate the property voluntarily. Or you may be happy for them to stay, subject to a new tenancy agreement being drawn up and signed. While it might be worth speaking to the subtenants, tread carefully and under no circumstances should you accept any payments from them.

If you decide to go ahead with legal action, you must serve your tenant with a formal written notice to quit. Every notice must be in writing and will let the tenant know the date when it expires. The required notice period depends on the length of tenancy agreement. If the tenant is still on the premises once the notice has expired, you should to apply to the courts for a possession order.



Being Disruptive

A good tenant on paper, one who is well-qualified to rent your property and never fails to pay rent on time, is not always the “best” tenant to have. Whether they're throwing weekly parties that last till dawn, having angry verbal or physical disputes with their partners, practicing their musical instruments for hours every weekend, or own an incessantly barking dog, some tenants can make life miserable for their neighbours, which in turn can make your life as a landlord equally as miserable, if not more.

If the disruptive behavior was a once in a blue moon incident, say a birthday party for a usually quiet tenant, there should be no cause for further action. However, if you find that disruptive behavior is repetitive, you can issue a warning to your problem tenant.

In the end, it's simply not worth it to keep a disruptive tenant on your property even if he/she pays rent on time. If your tenant cannot courteously reside in your property in spite of you giving fair warnings, the next-best course of action is to evict the tenant in question. For “breach of tenancy agreement” evictions, it is best to have as much documented proof that violations have, or continue to occur. The more proof you have, the more likely it is that you can win your eviction case against your tenant.



Illegal Activity

You may have read stories in the news about rental properties being used for illegal activities, such as cultivating drugs or prostitution. Although this is very rare, it is a serious issue for landlords who may end up with huge repair bills or long void periods when the property cannot be let.

Make sure you include a term in your tenancy agreement prohibiting the tenants from using the property for illegal or immoral purposes. This is a fairly standard term in tenancy agreements but it can show your innocence if your property has been used for illegal purposes.

Unless you inspect the property regularly, you may not notice any signs of illegal activity. The Police Service of Northern Ireland advises landlords to look out for the following signs at properties:

- An increase in the number of people calling at the house
- Tenants wishing to pay 6 or 12 months rent in advance
- Strong unpleasant or chemical odours
- Additional fortifications e.g. doors
- Electrical wiring having been tampered with

Needless to say, if a property you rent is being used as a base for illegal activity, you'll have a strong case for starting eviction proceedings.



Property Damage

This one might not become evident until the tenant has moved out, and then, sometimes, it could be too late. The first step is usually to ask the tenant to put the damage right. If they can't, or won't, then they could be subject to reasonable charges to remedy the situation.

The tenancy deposit is there to be used against damages. However, be warned, if the tenant denies responsibility for any alleged damages, it will be up to the tenancy deposit scheme that you secured your tenant's deposit with to decide the fate of your claim. In that case, you will need to prove the tenant caused the damage i.e. this is when property inventories are particularly useful. If the deposit doesn't cover the costs of the alleged damages, you can apply to a county court to file a claim for a larger amount.

The best way to avoid a disaster is to choose your tenant wisely. Unfortunately, no matter how diligent you are in this regard, you could find yourself in a difficult situation. A detailed inventory, adequate insurance, and regular checks are essential to protect yourself against a significant financial loss. Try to maintain a good relationship with your tenant and always attempt to resolve any problem amicably or with the help of a mediator before resorting to the courts.

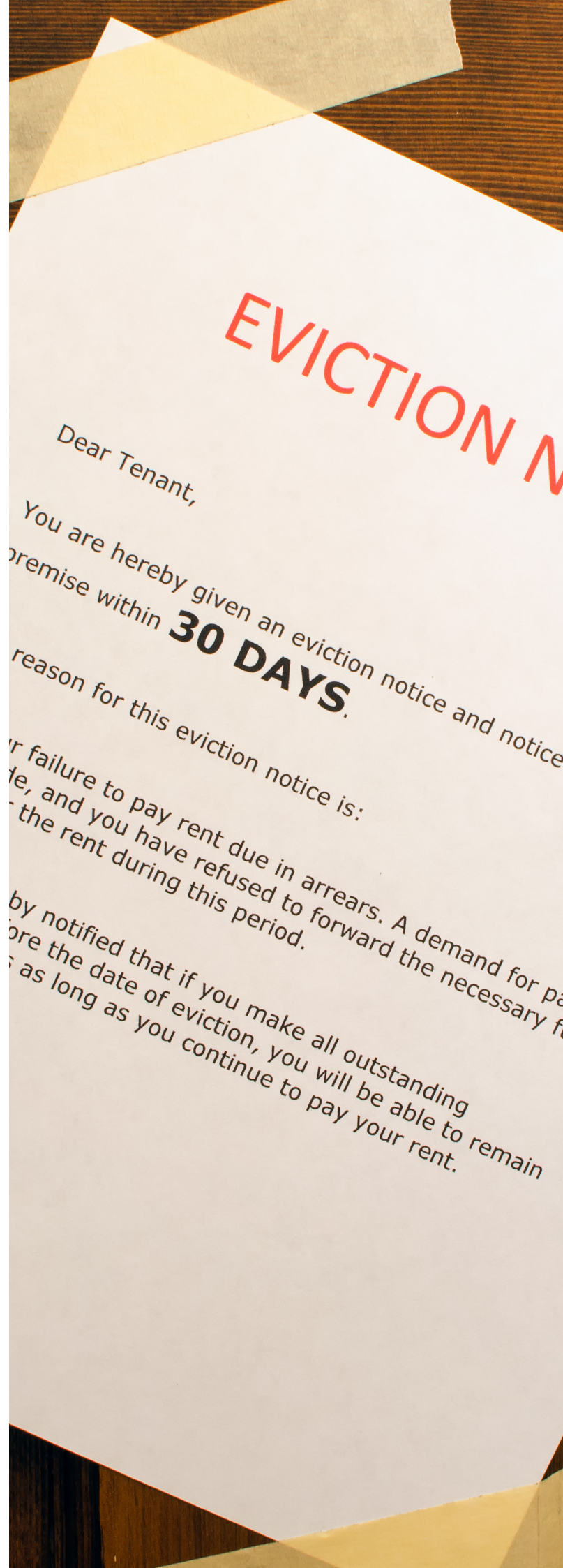


How to Evict Troublesome Tenants

Many of the issues listed in this guide come to the final step of evicting tenants. But how can you go about this? And what are your rights as a landlord?

To remain compliant and have the best chance of a court of law ruling in your favour, make sure you follow the steps outlined below before getting to the eviction stage.

- Ask your tenants to rectify their activity. Often reminding them that they are in breach of contract will be enough for them to cease.
- Make sure and keep records of any infringements, and any interactions you have with the tenants. Follow up any discussions you have with an email and / or letter so that you have a paper trail.
- If you think you will need to start legal proceedings, it is highly advisable to speak to a legal professional beforehand. They will be able to examine the evidence, or possibly advise you about other steps that could provide a solution without costly legal fees.

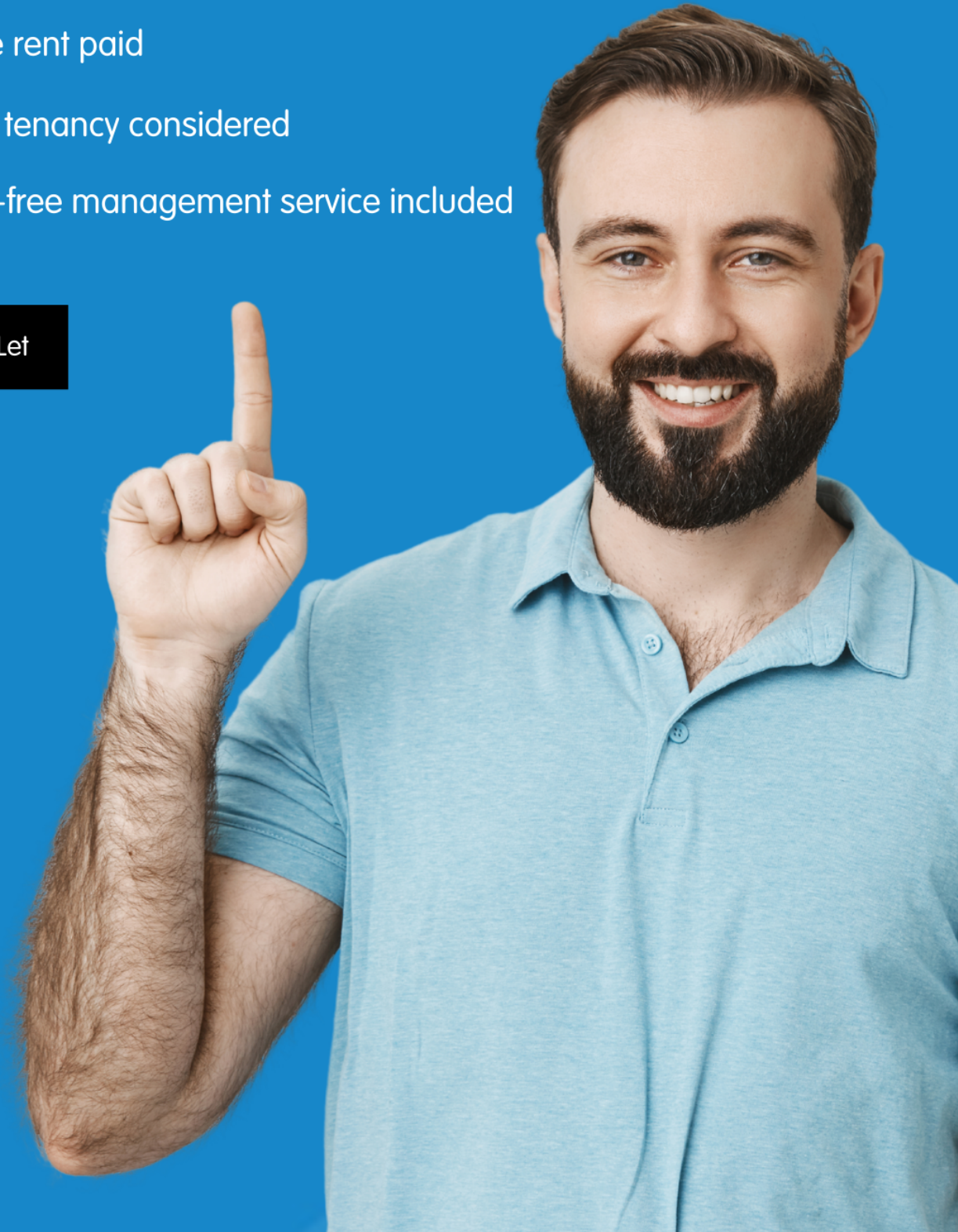


The ultimate peace of mind for landlords

Guaranteed Rent

- ✓ Rent paid if your tenant falls behind or defaults on their payments
- ✓ 100% of the rent paid
- ✓ All types of tenancy considered
- ✓ Our hassle-free management service included

Discover UltimateLet



Terms & Conditions apply - please ask for further details. Offer available to new and existing tenancies. Subject to status.