

## Revenge evictions: what are they and who's at risk?

### What is a revenge eviction?

If you ask your landlord to carry out repairs in your home, and rather than doing so, they issue you a Section 21 eviction notice, this is called a revenge eviction (also known as a retaliatory eviction).

A [Section 21 eviction](#) is also known as a “no-fault” eviction. It’s when a landlord/letting agent can evict you without having to give a reason.

There is some legal protection from retaliatory eviction, but the protection is quite limited and revenge evictions are still a big problem.

### Who is at risk of revenge eviction?

You are most at risk of a revenge eviction in the following scenarios:

- You occupy a property under an “assured shorthold tenancy” (AST). This is most likely the case if you rent from a private landlord who doesn’t live with you, or;
- You’re a lodger, meaning you live with your landlord.



If you occupy the property on an AST

If you’re on an AST, you’re at risk of a revenge eviction because the landlord/letting agent can evict you, as long as your fixed term has ended.

If your contract has a break clause, they can evict you before the fixed term has ended (more on this on page 4).

## If you're a lodger

If you're a lodger, the following things may happen:

- If you're on a fixed term agreement, usually the landlord can't evict you until it's ended.
- This is the case UNLESS your contract says the landlord can evict you before the fixed term ends.
- If you're on a rolling contract, the landlord can evict you by giving "reasonable notice", which should be seven days at the very least.
- If you pay rent monthly, one month would usually be "reasonable notice".

If you live in social housing, the risk of a revenge eviction is lower because you can only be evicted in certain circumstances. You can't be evicted without reason.

[Check what type of tenancy you have](#)

## Protection from a revenge eviction

If your tenancy started, or was renewed, on or after 1 October 2015 you do have some protection from retaliatory eviction. The protection is quite limited - it only applies in the following circumstances.

### When you've already complained about disrepair

If you've received a Section 21 eviction notice after making a complaint to your landlord/letting agent about disrepair, the notice will be invalid if ALL of the following are true:

- The landlord didn't respond adequately to your complaint within 14 days;
- You then complained to the council's [environmental health team](#);
- They then issued an "improvement notice" or "emergency works notice".

Unfortunately, it's quite rare for the council to issue one of these notices.

They're only really issued for the most serious cases of disrepair, usually when the disrepair is causing a risk to your safety.

And even where the disrepair is very serious, councils often prefer to negotiate with landlords informally rather than issuing a notice.

If you do receive one of these notices, and your landlord/letting agent still fails to carry out the repairs, any Section 21 notice they issue in the following six months will be invalid.

An invalid Section 21 notice means your landlord/letting agent wouldn't be able to legally evict you.

After the six months has passed, your landlord/letting agent will be able to issue a new valid Section 21 notice and re-start the eviction process.

[Find out more about this process](#)

## Non-compliant landlords/letting agents

There are lots of other ways a Section 21 notice becomes invalid, for example:

- If your deposit has not been protected
- If you haven't been given a gas safety certificate within the last year
- If you weren't given a "How to Rent" guide at the start of your tenancy

Even if you haven't received an "improvement notice" or "emergency works notice", the landlord still might NOT be able to evict you if they haven't met certain requirements.

[Find out more about what makes a Section 21 notice invalid](#)

## So should I complain?

You shouldn't have to put up with poor or unsafe housing conditions, and many landlords will carry out reasonable repairs rather than go through the hassle of evicting someone and having to look for new tenants.

However, evidence shows that private tenants who've made a formal complaint to their local authority or a [redress scheme](#) are more likely to receive a Section 21 eviction notice than those who haven't.



## Weigh up the risk

You should carefully consider how you think your landlord may respond to a complaint.

If the issues are only minor, or you think your landlord is unlikely to carry out the repairs, it could be safer to do the following:

- Put up with the disrepair, depending on how severe it is, or;
- Carry out minor repairs yourself.

## If you're still within your fixed term

If you have a fixed term tenancy (e.g., 12 months) and you're still within the fixed term, check if your contract has a break clause. If it does, your landlord is allowed to issue a Section 21 eviction notice, meaning you're at higher risk of a revenge eviction.

If your contract doesn't have a break clause, your landlord can't evict you until after the fixed term ends.

The earliest they could serve a valid Section 21 notice would be two months before the end of your fixed term (because a Section 21 eviction notice gives you two months minimum to leave the property, so the eviction date would still fall outside of the fixed term).

So, if you only intend to stay in the property for that fixed period, then you should complain about the disrepair, as you are not at risk of revenge eviction.

If you have problems with disrepair or you think you are at risk of revenge eviction, [Housing Matters](#) can advise you on this.