

**Residential: Lodger Eviction - I recently gave notice to my lodger in writing. I have asked him when he is leaving so that I can collect his keys and we can check his room together. Despite this he is clearly avoiding me. His room is locked and still full and he's away at the moment. If he doesn't leave on his return what rights do I have to change locks and remove his belongings? Having lived with him for some time I know there could be trouble so please help.**

As a lodger in your own home your occupier has a " licence to occupy " very much as a hotel guest would, so he has far fewer rights than a tenant and is therefore not protected by the Housing Acts or the Protection from Eviction Act.

However, you need to be careful.

If you give exclusive possession (a room with a lock which your question seems to imply) you could inadvertently create a legal tenancy, giving your occupier statutory protection. The crucial point is, does your tenant have exclusive (landlord is excluded) possession of any part of the property, namely his bedroom?

It does not matter what your agreement is called (lodger agreement, licence etc) it ' s the situation that counts if it goes to court. If your tenant knows the law or seeks advice, exclusive possession could cause you problems.

You should try to negotiate and reach an amicable settlement with your lodger but if he refuses to leave or becomes violent you have two options: (1) apply to your local County Court for a possession order, or (2) self-evict.

If you are confident this is a true licence situation your lodger can be evicted by you, providing you have acted reasonably. Do not use actual force or threats of violence and you must have served a reasonable period of notice in-line with any agreement you used, which has now expired. Make sure your lodger is given plenty of reminders as the final notice date approaches.

You self-evict by changing the property locks when your lodger is out and by refusing re-entry.

Notify the police if you anticipate violence, and try to have them present when the lodger returns but they will not normally assist in evicting as this is a civil matter.

You will need to supply your lodger with his belongings on demand but on no account allow re-entry unless accompanied by the police. Alternatively you could place them in safe temporary storage.

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Unique solution ID: #1133

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URL: <http://www.landlordzone.co.uk/FAQ/index.php?action=artikel&cat=2&id=134&artlang=en>

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Last update: 2012-03-28 16:59