

## SCHEDULE 11

(introduced by sections 210 and 222)

### SUITABLE ALTERNATIVE ACCOMMODATION

#### *Introductory*

- 1 (1) This Schedule applies for the purposes of—
  - (a) an order for possession under section 210 (estate management grounds), or
  - (b) an order under section 222(3)(b) (appeal following possession for abandonment).
- (2) In this Schedule the dwelling previously occupied by the contract-holder or of which possession is sought is referred to as “the existing dwelling”, and the occupation contract to which that dwelling is or was subject is referred to as “the existing contract”.

#### *Estate management grounds: certificate of local housing authority*

- 2 (1) This paragraph applies if—
  - (a) this Schedule applies because of section 210, and
  - (b) the landlord under the existing contract is not a local housing authority.
- (2) A certificate of the local housing authority for the area in which the existing dwelling is situated, certifying that the authority will provide suitable alternative accommodation for the contract-holder by a date specified in the certificate, is conclusive evidence that suitable alternative accommodation will be available for him or her by that date.

#### *Suitable accommodation*

- 3 (1) This paragraph applies if—
  - (a) this Schedule applies because of section 210 and either—
    - (i) no certificate of the kind mentioned in paragraph 2(2) is produced to the court, or
    - (ii) the landlord in relation to the existing dwelling is a local housing authority, or
  - (b) this Schedule applies because of section 222.
- (2) Accommodation is suitable if—
  - (a) it is to be occupied by the contract-holder under an occupation contract that gives him or her security of occupation reasonably equivalent to that given by the existing contract, and
  - (b) in the opinion of the court it is reasonably suitable to the needs of the contract-holder and his or her family (which must be determined in accordance with paragraph 4).
- (3) If the existing contract relates to a separate dwelling, accommodation is not suitable unless it is a separate dwelling.

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*Status: This is the original version (as it was originally enacted).*

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*Needs of contract-holder and his or her family*

- 4 (1) The court must determine whether accommodation is reasonably suitable in relation to the needs of the contract-holder and his or her family in accordance with this paragraph.
- (2) The court must consider (among other things)—
- (a) the needs of the contract-holder and his or her family as regards extent of accommodation,
  - (b) if the landlord is a private landlord, the needs of the contract-holder and his or her family as regards character of accommodation,
  - (c) the means of the contract-holder and his or her family,
  - (d) if the contract-holder or a member of his or her family works or is being educated, the distance of the accommodation from the place (or places) of work or education,
  - (e) if proximity to the home of any member of the contract-holder’s family is essential to the well-being of the contract-holder or that member of his or her family, the proximity of the accommodation to that home,
  - (f) the terms of the existing contract and the terms of the occupation contract under which the accommodation is to be occupied, and
  - (g) if furniture was provided by the landlord under the existing contract, whether furniture is to be provided for use by the contract-holder and his or her family and, if so, the nature of that furniture.
- (3) If the landlord is a community landlord, the court must also consider the nature of the accommodation which it is the practice of the landlord to allocate to persons with similar needs.
- (4) If the landlord is a private landlord the court may consider, as an alternative to the matters in sub-paragraph (2)(a) to (c), whether the accommodation is similar as regards rent and extent to the accommodation provided in the neighbourhood by community landlords for comparable persons.
- (5) “Comparable persons” are those whose needs, as regards extent, are in the opinion of the court similar to those of the contract-holder and the contract-holder’s family.
- (6) For the purposes of sub-paragraph (4) a certificate of a local housing authority stating—
- (a) the extent of the accommodation provided by the authority to meet the needs of persons with families of such number as may be specified in the certificate, and
  - (b) the amount of rent charged by the authority for accommodation of that extent,
- is to be conclusive evidence of the facts so stated.
- (7) In considering the matters in sub-paragraph (2)(f) the court may not take into account any terms of the occupation contract that relate to lodgers and sub-holders.

*Overcrowding*

- 5 Accommodation is not suitable to the needs of the contract-holder and his or her family if, as a result of their occupation of the accommodation, the accommodation would constitute an overcrowded dwelling for the purposes of Part 10 of the [Housing Act 1985 \(c. 68\)](#) (see section 324 of that Act).

*Evidence of certificate of local housing authority*

- 6 A document that purports to be a certificate of the local housing authority named in the certificate, issued for the purposes of this Schedule, and signed by the proper person on behalf of the authority—
- (a) is to be received in evidence, and
  - (b) unless the contrary is shown, is to be treated as such a certificate without further proof.