

## SCHEDULES

### SCHEDULE 2

#### GROUND FOR POSSESSION OF DWELLING-HOUSES LET ON ASSURED TENANCIES

##### PART II

##### GROUND ON WHICH COURT MAY ORDER POSSESSION

###### *Ground 9*

Suitable alternative accommodation is available for the tenant or will be available for him when the order for possession takes effect.

###### *Ground 10*

Some rent lawfully due from the tenant—

- (a) is unpaid on the date on which the proceedings for possession are begun;
- (b) except where subsection (1)(b) of section 8 of this Act applies, was in arrears at the date of the service of the notice under that section relating to those proceedings.

###### *Ground 11*

Whether or not any rent is in arrears on the date on which proceedings for possession are begun, the tenant has persistently delayed paying rent which has become lawfully due.

###### *Ground 12*

Any obligation of the tenancy (other than one related to the payment of rent) has been broken or not performed.

###### *Ground 13*

The condition of the dwelling-house or any of the common parts has deteriorated owing to acts of waste by, or neglect or default of, the tenant or any other person residing in the dwelling-house and, in the case of an act of waste by, or neglect or default of, a person lodging with the tenant or a sub-tenant of his, the tenant has not taken such steps as he ought reasonably to have taken for the removal of the lodger or sub-tenant.

For the purpose of the ground, “common parts” means any part of a building comprising the dwelling-house and any other premises which the tenant is entitled under the terms of the tenancy to use in common with the occupiers of other dwelling-houses in which the landlord has an estate or interest.

*Status: This is the original version (as it was originally enacted).*

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*Ground 14*

The tenant or any other person residing in the dwelling-house has been guilty of conduct which is a nuisance or annoyance to adjoining occupiers, or has been convicted of using the dwelling-house or allowing the dwelling-house to be used for immoral or illegal purposes.

*Ground 15*

The condition of any furniture provided for use under the tenancy has, in the opinion of the court, deteriorated owing to ill-treatment by the tenant or any other person residing in the dwelling-house and, in the case of ill-treatment by a person lodging with the tenant or by a sub-tenant of his, the tenant has not taken such steps as he ought reasonably to have taken for the removal of the lodger or sub-tenant.

*Ground 16*

The dwelling-house was let to the tenant in consequence of his employment by the landlord seeking possession or a previous landlord under the tenancy and the tenant has ceased to be in that employment.