Dear Ms Williams,

**Local Government and Communities Committee**

I refer to the above and to your letter of 26th October 2017.

I very much enjoyed giving evidence to the committee and to the discussion and it would be appreciated if you would pass on my thanks to the members of the committee.

In your letter of 26th October 2017, you made two queries:

1. the Seattle rent assistance programme and legal aid gap and;
2. eviction in new private sector tenancies.

1. The information I have concerning the Seattle rent assistance programme was forwarded by Melissa Espinosa of Herriot Watt University.

Broadly speaking, the principle is that, in a structured programme (that is money advice and legal support) tenants in rent arrears can apply for all or part of the arrears to be paid under the rental assistance programme.

I need hardly emphasise that this is not an unconditional arrangement: it is based on a structured money advice and rights based approach.

Indeed, I understand that some of the programmes partner up with the Housing Justice Programme who are a group of lawyers who work at the Court to prevent eviction cases for low income houses. I understand that the arrangements work.
The eviction/rental assistance programme, my informant tells me, "works wonders for many households and prevents many of them from entering into the homelessness' system saving the city plenty of money in the long run.

The information I have comes from Melissa Espinoza od Herriot Watt University. She referred me to three websites, the details of which follow:

1. https://www.seattle.gov/housing/renters/rental-assistance

From my limited knowledge of these programmes, they sound like something we here should look into. It seems Ms Espinoza could assist in that regard and I would certainly be interested in learning more myself.

The eviction in new private sector tenancies query related to whether the new arrangement starting 1st December 2017 include the grounds for recovery of possession/eviction because of the landlord falling into mortgage arrears.

Schedule 3 to the Act "Eviction Grounds", sets out the grounds for eviction. Part 1 of the Schedule "Let property required for another purpose" states,

"it is an eviction ground that a lender intends to sell the let property. The First-tier Tribunal must find that the ground named by sub-paragraph (1) applies if: a) the let property is subject to a heritable security, b) a creditor under that security is entitled to sell the property, and c) the creditor requires the tenant to leave the property with the purpose of disposing of it with vacant possession."

For all practical purposes, this ground for eviction is similar to that which existed under the former arrangements and has the effect that if a homeowner with a mortgage fails to meet the cost of that mortgage, the lender can sell the let property to recover the money lent and secured on the property.

I understand this query arose in relation to the evidence given by Mr Thomas Lyons. Without enquiring into any detail concerning his circumstances, my understanding is that the evidence to the committee is that, were the circumstances which prevailed when he was evicted, to occur under the new arrangements, the same consequences would result.

On a practical basis, well advised or informed people contemplating a tenancy can protect themselves against this eventuality, however, in the majority of circumstances, this is not practical and I would reckon that approximately the same number of tenants will fall foul of landlords not paying their mortgages as those that do under the current scheme.
I trust this is sufficient information for your purposes. Can I apologise for the delay in replying to your query. I have been overwhelmed by casework and other matters. If the committee does require further information, I would be happy to provide this.

Yours faithfully,

[Signature]

Paul Brown
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At Legal Services Agency