

## SCHEDULES

### SCHEDULE 5

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

##### PART II

##### GROUND ON WHICH SHERIFF 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*

The following conditions are fulfilled—

- (a) the tenant has given a notice to quit which has expired; and
- (b) the tenant has remained in possession of the whole or any part of the house; and
- (c) proceedings for the recovery of possession have been begun not more than six months after the expiry of the notice to quit; and
- (d) the tenant is not entitled to possession of the house by virtue of a new tenancy.

###### *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*

Some rent lawfully due from the tenant—

- (a) is unpaid on the date on which the proceedings for possession are begun; and
- (b) except where subsection (1)(b) of section 19 of this Act applies, was in arrears at the date of the service of the notice under that section relating to those proceedings.

###### *Ground 13*

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

###### *Ground 14*

The condition of the house or of any of the common parts has deteriorated owing to acts of waste by, or the neglect or default of, the tenant or any one of joint tenants or any person residing or

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*Status: This is the original version (as it was originally enacted).*

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lodging with him or any sub-tenant of his; and, in the case of acts of waste by, or the neglect or default of, a person lodging with a tenant or a sub-tenant of his, the tenant has not, before the making of the order in question, taken such steps as he ought reasonably to have taken for the removal of the lodger or sub-tenant.

In this Ground, “the common parts” means any part of a building containing the 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 houses.

#### *Ground 15*

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

#### *Ground 16*

The condition of any furniture provided for use under the tenancy has deteriorated owing to ill-treatment by the tenant or any other person residing or lodging with him in the 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 17*

The 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.