

Your rights in tied accommodation

One of the major questions that arises from persons occupying "tied" accommodation with their employment is what are their rights in the property once their employment ceases?

The answer to this is not always straight forward but depends upon the type of arrangement you have with your employer.

An employee in occupation of premises belong to his employer may be a tenant or a licensee. Such a licensee is often referred to as a "service occupier", which is an employee who occupies his employer's premises in order to perform his duties as an employee. If it is made clear either in your contract of employment or otherwise that you are required to reside in the premises for the better performance of your duty it is therefore highly likely that you will have a licence only.

Obviously it is often the case that a greenkeeper will be required to reside in the employer's accommodation in order to better perform his or her duties.

The position if you have a licence only to occupy is that your right to reside in the premises terminates at the same time as your employment. However, the landlord must still obtain Court Order to evict you if you refuse to leave. However, he does not have to show grounds for possession other than that your licence has terminated with your employment.

You are likely to have a lease of tied accommodation rather than a licence if you occupy the



premises merely as a perk of the job or by way of payment or part-payment for your services.

The position, if you have a lease, is governed by the Rent Act 1977 if your tenancy commenced

prior to January 1 1988 or the Housing Act 1989 if your tenancy commenced after that date.

Under both Acts the landlord can only obtain possession if firstly the Court considers it is

reasonable to make an order for possession. What is reasonable is a question of fact for the County Court but relevant hardship to either party will be taken into account.

Under the 1977 Act the landlord must also show that he requires the premises back for occupation by another person in his employment. Under the 1988 Act he only had to show that you have ceased to be in his employment.

Whether you have a lease or a licence the landlord must obtain a Court Order for possession. He will automatically obtain an order if you have a licence but will need to show the above grounds in you have a lease.

It is worth noting that a local authority housing department will not often treat you as a priority case for rehousing unless you have a Court Possession Order against you. If you wish to be rehoused by the council it may be advisable to remain in the premises until your employer obtains a Court Order for possession.

In conclusion, if you are in any doubt as to whether you are a "service occupier" or a tenant of your employer you should consult Hambro Legal Protection Ltd or a solicitor before agreeing to leave your premises on termination of your employment.

■ In the event of a member having any legal problem then it is extremely important that Hambro Legal Protection Ltd be contacted without delay. Hambro Legal Protection Ltd's telephone number is 01206 867775 and the service is available 24 hours a day, 365 days a year.

What's the *Best* thing about being a *Greenkeeper*?

Chris Allan... "There is a certain amount of satisfaction seeing members playing decent golf and good players who have learned their trade on a course which I have prepared."

