



This is not a cheery one.

Most long leases contain forfeiture clauses, but over the years, the law has attempted (not always successfully) to mitigate their unforgiving effect. One such mitigation is the grant of relief from forfeiture.

Many shared ownership lessees are not however entitled to claim relief from forfeiture because the amount of rent payable under their leases brings them within the assured tenancy regime of the Housing Act 1988.

The 1988 Act provides a list of grounds on which a landlord may recover possession of a property subject to a tenancy/lease. For 8 of those grounds, one of which (ground 8) includes certain levels of rent arrears, the court *must*, if the ground is proved, make an order for possession. The court has no power to suspend or grant relief from the effects of the possession order, which, once enforced, will irretrievably bring the tenancy/lease to an end.

The pitiless effects of such a situation are graphically evidenced in *Richardson v Midland Heart Ltd* [2008] L&TR 31.

