

## Your Legal Questions

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**Q** I have a lodger in my house who has his own bedroom but shares the use of the kitchen and bathroom with me. I would now like him to leave and I have asked him to do so but he has refused to move out. We have no written agreement - I would like to know what I can do about evicting my lodger?

**A** A lodger who shares facilities, such as a kitchen and bathroom, with a resident landlord has very few tenancy rights and does not have the same rights as would, for example, an assured shorthold tenant. As long as you occupy the property as your main residence then the arrangement with your lodger will fall under the description of an excluded tenancy or licence within the Protection From Eviction Act 1977. As a result, you do not need a court order to evict your lodger.

Your legal obligation is to give your lodger reasonable notice to leave your property. The law does not define "reasonable notice" but it will usually mean the length of the rental period, so if for example your lodger pays rent weekly then you should give him one week's notice. The notice doesn't need to be in writing and once the notice period has expired you can then change the locks on your lodger's room, even if he has left his belongings there. You must however let him have his belongings back.