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ENFORCEMENT | POSSESSION | PROPERTY SOLUTIONS

EXCLUDED OCCUPIERS

Guide for accommodation
providers and local authorities

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LANDLORD SUPPORT
REAL SOLUTIONS
NATIONWIDE

OCCUPIER & ACCOMMODATION GUIDE

Excluded Occupiers, Holiday Lets & Temporary Accommodation

When a court order is, and is not, needed to recover possession, and how
to end an occupation lawfully and safely.

For landlords, accommodation providers, councils and short-let operators
England & Wales · 2026 edition

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HOW TO USE THIS GUIDE

Work through Sections 01 to 06 to decide what kind of occupation you are dealing with. Sections 07 and 08 explain how an excluded occupation is lawfully ended. Section 09 sets out what is at stake if the status is wrong, and Section 11 lists what we need before we can accept an attendance.

Gold bracketed numbers such as [\[2\]](#) link to the Sources page, which gives the statutory provision or case relied on. The law is stated as at September 2026.

THE ONE RULE TO REMEMBER

An occupier is excluded because of **the facts of the arrangement**, not because of what the agreement calls them. If you are unsure, establish the status **before** anyone changes a lock.

01 · WHY STATUS MATTERS

The general rule for residential occupation: no court order, no eviction.

Most people who live in a property under a tenancy or licence cannot be removed without a court order, even after their right to stay has ended. Excluded occupiers are the exception.

Section 3 of the Protection from Eviction Act 1977 prevents an owner recovering possession of premises let as a dwelling other than by court proceedings once the tenancy or licence has ended, if the occupier is still living there.^[1] Section 3A then lists the tenancies and licences that are **excluded** from that protection.^[2]

If an occupation is excluded, the owner may recover possession without going to court once the right to occupy has been properly brought to an end, provided no force is used. If it is not excluded, the owner must serve the correct notice, obtain a possession order and have it enforced by an authorised officer.

Excluded occupation

Ended by expiry or by proper notice.

Possession may then be recovered peacefully without a court order.

Typical timescale: days to weeks.

Not excluded

Statutory notice, a possession claim and enforcement are needed.

Since 1 May 2026, most private assured tenancies in England are periodic and possession normally requires a Section 8 ground. Other occupiers with basic protection may require a different notice and court route.

Typical timescale: months.

Why this matters to you

- ◆ **Getting it right** can save months of lost income and legal cost.
- ◆ **Getting it wrong** can turn a lawful recovery into unlawful eviction, a criminal offence carrying damages, fines and reputational harm (see Section 09).
- ◆ **Labels do not decide it.** The courts look at the substance of the arrangement, not what the document is called.^[5]

"Calling someone an excluded occupier does not make them one. The question is what the arrangement actually is."

02 · THE EXCLUDED CATEGORIES

Who is an excluded occupier?

The categories are narrow and each has conditions that must be met. They are set out in section 3A of the 1977 Act. One further situation, from case law, is listed for comparison.

CATEGORY	BASIS	KEY CONDITIONS
Sharing with a resident landlord	s.3A(2) [2]	The occupier shares accommodation with the landlord, and it was the landlord's only or principal home both when the arrangement began and when it ends.
Sharing with the landlord's family	s.3A(3) [2]	The occupier shares with a family member who lives there as their only or principal home, the landlord lives in the same building, and the building is not a purpose-built block of flats.
Holiday lets	s.3A(7)(a) [2]	The right to occupy is for a holiday only . See Sections 04 and 05.
Rent-free occupation	s.3A(7)(b) [2]	Granted otherwise than for money or money's worth. Services provided in lieu of rent can count as money's worth.
Former trespassers	s.3A(6) [2]	Granted as a temporary expedient to someone who entered as a trespasser.
Asylum support accommodation	s.3A(7A) [2]	Provided under section 4 or Part VI of the Immigration and Asylum Act 1999.
No right to rent	s.3A(7D) [2]	The Home Office has served notice under section 33D(2) of the Immigration Act 2014 in respect of all occupiers.
Public-sector hostels	s.3A(8) [2]	A licence in a hostel provided by a listed body, such as a local authority or registered provider.
Interim homelessness accommodation (not a s.3A category)	PEA s.3, ZH/CN [8]	Not occupied "as a dwelling", so s.3 does not require a court order once the licence has ended. See Section 06.

PRACTICAL TIP

If the arrangement does not fit one of these categories on its facts, treat it as protected until advised otherwise. There is no general "short-term", "licence" or "serviced accommodation" exclusion.

A small number of tenancies granted before 15 January 1989 are treated differently. Take advice if the occupation is that old. [17]

03 · RESIDENT LANDLORDS AND LODGERS

Sharing is the test, not simply living nearby.

The classic excluded occupier is the lodger who shares a kitchen, bathroom or living room with the owner. The exclusion depends on genuine sharing of living accommodation.

What counts as sharing

For this purpose, "accommodation" does not include areas used for storage, or a staircase, passage, corridor or other means of access.^[2] Sharing a hallway or the front door is therefore not enough. Sharing a kitchen, bathroom or living room usually is.

Timing matters

The landlord, or for the family-member category the relevant family member, must have occupied the premises as their only or principal home **both immediately before the arrangement began and when it ends**.^[2] A landlord who moves elsewhere may cease to satisfy the resident-landlord test if the shared premises are no longer their only or principal home when the arrangement ends. A temporary absence does not necessarily determine the issue; the question is where their only or principal home is at the relevant time.

Likely excluded

The owner lives in the house and the lodger has their own bedroom but shares the kitchen and bathroom with the owner.

Likely not excluded

The owner lives in the ground-floor flat and lets a self-contained annex or upstairs flat with its own kitchen and bathroom.

RESIDENT LANDLORD, BUT NO SHARING

If the landlord lives in the same building but the occupier does not share living accommodation with them, the occupation is usually **not** excluded. It may fall outside the assured tenancy regime under the resident landlord rules,^[4] but the occupier still has basic protection. That means a notice to quit and a **court order** are needed.^[3]

Evidence to keep

- ◆ Proof that the property is your only or principal home: council tax, electoral roll, correspondence.
- ◆ A written agreement identifying the shared rooms.
- ◆ A record of when the arrangement started and any changes since.

04 · HOLIDAY LETS AND SHORT STAYS

A genuine holiday let is excluded, and the purpose is what counts.

Holiday accommodation booked through Airbnb, Booking.com, an agency or directly can be excluded under the 1977 Act and falls outside assured tenancy protection. But the exclusion depends on the stay genuinely being for a holiday.

Two provisions work together. Section 3A(7)(a) of the 1977 Act excludes a tenancy or licence that gives the right to occupy **"for a holiday only"**.^[2] Paragraph 9 of Schedule 1 to the Housing Act 1988 provides that a tenancy whose purpose is to give the right to occupy for a holiday cannot be an assured tenancy.^[4] That exclusion continues to apply following the 2025 reforms in England.

What is a "holiday"?

The legislation does not define it. In *Buchmann v May* the Court of Appeal gave the word its ordinary, broad meaning: a period of cessation of work or of recreation. The court also accepted that a written statement of holiday purpose is strong evidence, which an occupier must displace by showing the arrangement was a sham.^[6]

Points towards a holiday

The guest has a home elsewhere and is staying for leisure, a visit or an event. The stay is short and fixed, the property is furnished and serviced, and the booking was made through a holiday platform.

Points away from a holiday

The guest has nowhere else to live, or is there for work, study or while between homes. The stay is open-ended or has been repeatedly extended, and rent is paid monthly and directly to the landlord.

CONTRACTORS AND WORK STAYS

The Act says **"for a holiday only"**. A guest staying for a work contract, relocation or study may not be on holiday at all, even if they booked through a holiday platform. Do not assume the exclusion applies to corporate or contractor bookings.

PRACTICAL TIP

Record the holiday purpose at the time of booking. A short written confirmation from the guest that they have a main home elsewhere and are staying for a holiday or short visit is useful evidence, although it will not override the reality if circumstances change.

05 · WHEN A SHORT STAY BECOMES A TENANCY

The extension trap.

Most holiday-let problems start with a request to stay a little longer. The risk is not the extension itself but a new, private arrangement that no longer looks like a holiday.

1 Platform booking

A genuine holiday stay: excluded, and recoverable at the end of the booking.

2 "Can I stay a few more days?"

A short extension of the same holiday, ideally through the platform, is unlikely to change things.

3 A new private arrangement

The landlord agrees weeks or months directly, takes rent off-platform and perhaps signs a "short term let" or "excluded occupier" agreement.

4 Residential occupation

If the occupier now lives there as a home with exclusive occupation of a self-contained property, the exclusion may be lost. In England this may create an assured periodic tenancy, with no Section 21, so a Section 8 ground and a court order are needed.^[14]

REPORTED COUNTY COURT EXAMPLE · MAIDA VALE AIRBNB · 2023

The Maida Vale Airbnb

A flat was let through Airbnb from November 2021 at about £3,435 a month. When the occupiers fell into arrears, the supply was cut off for 19 days. According to published reports of the decision, Judge Stephen Hellman concluded that the arrangement had gone beyond an ordinary Airbnb holiday letting and was effectively an assured shorthold tenancy. The withdrawal of power, heating and internet was treated as harassment and breach of quiet enjoyment.^[7]

£12,924

compensation

c. £90,000

legal costs

c. £100,000

total exposure

This was a first-instance County Court decision reported in the legal and property press. It is illustrative rather than binding authority.

Keeping a short stay short

- ◆ Extend through the original platform where possible, so it remains one holiday booking.
- ◆ Keep extensions short and defined, and do not assume that taking payment directly leaves the status unchanged.
- ◆ Never cut utilities, change locks or remove belongings to force the issue.

06 · TEMPORARY AND EMERGENCY ACCOMMODATION

The duty under which someone was placed decides the route.

Councils, housing providers and private owners supplying temporary accommodation often assume every placement is excluded. That is not correct. The position depends on the statutory basis of the placement.

In *R (ZH and CN) v Newham LBC and Lewisham LBC*, the Supreme Court held by a majority that the particular licences granted for interim accommodation under section 188 of the Housing Act 1996^[18] were not licences to occupy "as a dwelling" for the purposes of section 3 of the Protection from Eviction Act 1977. Accordingly, the section 3 requirement for a possession order did not apply once the authority's duty and licence had ended.^[8]

PLACEMENT TYPE	USUAL POSITION	USUAL ROUTE
Interim accommodation pending inquiries (s.188 HA 1996)	Not "as a dwelling" for PEA s.3 (ZH/ CN). Court order not required once the licence has ended. ^[8]	Council ends the placement; reasonable notice; peaceful recovery.
Intentionally homeless applicants (s.190)	Court order normally not required under PEA s.3; see <i>Desnousse v Newham LBC</i> . ^[9]	As above, once the period provided has ended.
Main housing duty (s.193): council-owned stock	Usually basic protection; normally a non-secure tenancy. ^[17]	Notice to quit with prescribed information, then a court order . ^[3]
Main housing duty (s.193): private landlord letting direct to the occupier	Fact-sensitive. Since 1 May 2026 it may be an assured periodic tenancy. ^{[14][19]}	Section 8 notice on a Schedule 2 ground, e.g. mandatory Ground 5G, then a court order . ^[19]
Asylum support accommodation	Excluded, s.3A(7A) ^[2]	In line with the support arrangements and contract.
Hostel licence from a public body	Excluded, s.3A(8) ^[2]	Reasonable notice under the licence.
Serviced or hotel accommodation booked privately	Depends on purpose and facts	Assess: holiday, licence or tenancy? Long stays need longer notice. ^[10]

BEFORE ATTENDING A COUNCIL PLACEMENT

Obtain **written confirmation from the placing authority** of the duty under which the occupier was placed, and that the duty or licence has ended. Without it, we cannot treat the placement as excluded. Where a council uses privately owned accommodation, also clarify who holds the right to end the occupation before anyone acts.

07 · ENDING THE RIGHT TO OCCUPY

Even an excluded occupier is entitled to proper notice.

Excluded status removes the need for a court order. It does not remove the need to end the tenancy or licence properly first. The statutory four-week notice rule in section 5 of the 1977 Act does not apply to excluded arrangements, but the common law does.^[3]

ARRANGEMENT	HOW IT ENDS
Fixed term (tenancy or licence)	Ends automatically on expiry, including a holiday booking's check-out date. It can end earlier only under a break or forfeiture clause. ^[17]
Periodic excluded tenancy	Follow any notice clause in the agreement. If there is none, give notice at least equal to one rental period, expiring at the end or start of a period. ^[17]
Periodic excluded licence	Follow any notice clause. If there is none, give reasonable notice . ^[10]

What is "reasonable" notice?

There is no fixed period. Relevant factors include how long the occupier has lived there, how often payments are made and the occupier's conduct. Twenty-eight days is often sufficient, but a court held that four months was reasonable for a long-term hotel occupier.^{[10][17]} For an excluded licence, a contractual notice period may not necessarily permit immediate recovery if, on the particular facts, a reasonable period to leave has not yet elapsed.

PRACTICAL TIP

Notice to an excluded occupier need not legally be in writing, but it always should be. Written notice, with evidence of how and when it was served, is the first document we will ask for.

A good written notice states

- ☐ The occupier's name, the property address and the date of the notice.
- ☐ The basis on which the occupation is excluded, and the date by which the occupier must leave.
- ☐ How keys should be returned and what will happen to belongings left behind.
- ☐ A contact name and number, and where to get independent advice.

08 · RECOVERING POSSESSION PEACEFULLY

Peaceable means peaceable.

Once an excluded occupation has lawfully ended, possession may be recovered without a court order, for example by changing the locks while the occupier is out. Force is never permitted.

It is a criminal offence for any person, without lawful authority, to use or threaten violence to secure entry to premises when someone inside is opposed to the entry and the person knows this.^[11]

"Violence" can include violence against property, such as forcing a door. An attendance that meets resistance must therefore stop, not escalate.

A controlled handover

1 Confirm status and notice

Check that the category applies and the notice has expired before attendance is booked.

2 Plan for welfare

Take account of known vulnerabilities, children, health needs and safeguarding contacts. Notify the council or support workers where appropriate.

3 Attend and communicate

Explain the position calmly, allow reasonable time to pack and do not use force. Where the police attend, they do so to prevent a breach of the peace, not to carry out the eviction.

4 Secure and record

Change the locks, photograph the condition of the property, inventory belongings and report the outcome.

BELONGINGS LEFT BEHIND

Do not throw away an occupier's possessions. Record them, store them safely and give written notice before any disposal. The Torts (Interference with Goods) Act 1977 provides a notice procedure for uncollected goods.^[16]

LANDLORD OR PROVIDER

- Establishes the status, taking advice where needed
- Serves notice and keeps evidence of service
- Provides authority to act and a decision-maker
- Shares welfare and safeguarding information

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- Reviews the documents before accepting
- Plans a sensitive, risk-assessed attendance
- Attends, communicates and de-escalates
- Secures the property and reports the outcome

09 · THE COST OF GETTING IT WRONG

Unlawful eviction is a crime, and it has become more expensive.

If the occupier was not in fact excluded, or the right to occupy had not been properly ended, recovering possession without a court order may be unlawful eviction.

CONSEQUENCE	WHAT IT MEANS
Criminal offences	Unlawfully depriving a residential occupier of occupation, and harassment, including withdrawing or withholding services such as gas, electricity or water with intent to make the occupier leave. ^[12]
Council fines (England)	Since 1 May 2026, a local housing authority may impose a financial penalty of up to £40,000 for these offences as an alternative to prosecution. ^[12]
Statutory damages	The occupier may claim damages based on the increase in the property's value with vacant possession. ^[13]
Civil claims and costs	Claims for trespass, breach of quiet enjoyment and harassment, plus the occupier's legal costs, as the Maida Vale case shows. ^[7]
Rent repayment orders	The tribunal can order repayment of rent where an unlawful eviction or harassment offence is proved.

KEY POINT

Harassment can be committed **while the right to occupy is still running**. Cutting utilities, removing doors or making threats to hurry someone out can expose an owner to liability even if they would later have been entitled to recover possession lawfully.

Where it is not excluded

In England, most private residential tenancies are now assured periodic tenancies. Section 21 has been abolished, so possession requires a valid Section 8 notice relying on a ground in Schedule 2 to the Housing Act 1988, followed by a court order and enforcement. ^[14] The Renters' Rights Act tenancy reforms apply to tenancies, not licences, which is another reason the tenancy or licence question matters.

"Check what you are creating before you agree the arrangement, not when you want the property back."

10 · ENGLAND AND WALES

Two jurisdictions, two rulebooks.

Section 3A of the 1977 Act applies in both England and Wales, but the wider framework for residential occupation is now different in each. ^[2]

England

Renters' Rights Act 2025: Section 21 abolished and assured tenancies periodic from 1 May 2026. ^[14]

Council penalties of up to £40,000 for unlawful eviction apply to premises in England. ^[12]

The holiday-let exclusion from assured tenancy status continues. ^[4]

Wales

Renting Homes (Wales) Act 2016: most lettings since 1 December 2022 are occupation contracts. ^[15]

Holiday accommodation, accommodation shared with the landlord and temporary expedients are not occupation contracts unless the landlord gives notice that they are. ^[15]

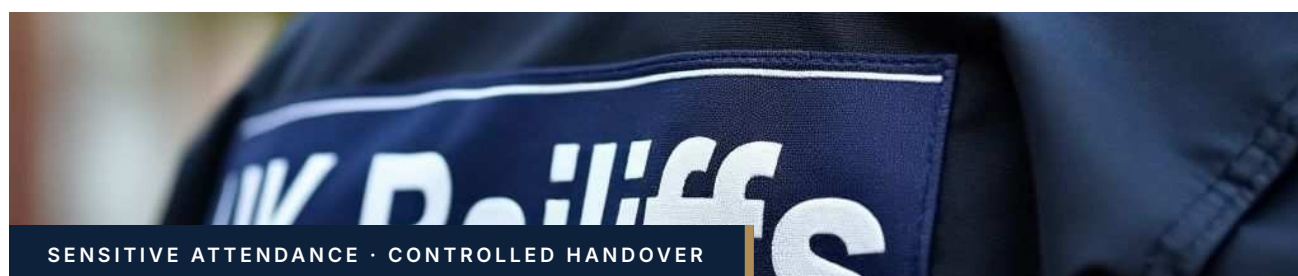
Homelessness accommodation is subject to specific rules under Schedule 2 to the Renting Homes (Wales) Act 2016. Interim accommodation may fall outside the occupation-contract regime, while other homelessness accommodation can be treated differently depending on the statutory duty. See Schedule 2. ^[15]

DO NOT TRANSPLANT ENGLISH GUIDANCE

The English tenancy reforms do not govern Welsh lettings. For property in Wales, first establish whether an occupation contract exists. If it does, possession is recovered under the 2016 Act regime, not by peaceful re-entry.

PRACTICAL TIP

Tell us which country the property is in at the outset. Our document review is carried out against the correct regime, and cross-border portfolios may need different paperwork for each property.



11 · BEFORE YOU INSTRUCT US

What we need to accept an attendance.

Every instruction is reviewed before acceptance. No attendance is accepted on the assumption that a short-term, holiday or temporary placement is automatically excluded.

Documents and information checklist

- ☐ The agreement, booking confirmation or placement letter, together with any later extensions.
- ☐ A short history of how the occupation began and how it has changed, including dates, payments and who they were paid to.
- ☐ For resident-landlord cases: which rooms are shared, and evidence of the landlord's only or principal home.
- ☐ For council placements: written confirmation of the statutory duty and that it, or the licence, has ended.
- ☐ The notice given, with evidence of how and when it was served.
- ☐ Authority to instruct, and the name of the decision-maker available on the day.
- ☐ Known welfare concerns, safeguarding contacts, risks, pets and access needs.
- ☐ Arrangements for keys, locksmith, securing the property and storing belongings.
- ☐ Whether the property is in England or Wales.

How your instruction progresses

- 1 Explain the occupation**
You send the documents and history above.
- 2 We review**
We identify gaps in status, notice or authority, and whether independent legal advice is needed first.
- 3 We plan**
Welfare, site risks, personnel and access inform a written operational brief.
- 4 We attend and report**
A controlled handover with a clear record of the outcome.

SPEAK TO OUR TEAM

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SOURCES

Legislation and cases referred to

- [1] Protection from Eviction Act 1977, s.3 (prohibition of eviction without due process of law).
legislation.gov.uk/ukpga/1977/43/section/3
- [2] Protection from Eviction Act 1977, s.3A (excluded tenancies and licences).
legislation.gov.uk/ukpga/1977/43/section/3A
- [3] Protection from Eviction Act 1977, s.5 (validity of notices to quit; excluded tenancies and licences are exempt).
legislation.gov.uk/ukpga/1977/43/section/5
- [4] Housing Act 1988, Sch. 1, para. 9 (holiday lettings) and para. 10 (resident landlords).
legislation.gov.uk/ukpga/1988/50/schedule/1
- [5] *Street v Mountford* [1985] AC 809, HL (substance of the arrangement, not the label, determines whether there is a tenancy).
- [6] *Buchmann v May* [1978] 2 All ER 993, CA (meaning of "holiday"; effect of a written statement of holiday purpose).
- [7] Reported County Court decision concerning the Maida Vale Airbnb letting (Abbasi / Bolza), Judge Stephen Hellman, 2023, as reported by LandlordZONE, 4 April 2023, and other property/legal press. No approved judgment identified.
landlordzone.co.uk/news/warning-long-term-airbnb-lets-are-same-as-traditional-asts-rules-judge
- [8] *R (ZH and CN) v Newham LBC and Lewisham LBC* [2014] UKSC 62.
bailii.org/uk/cases/UKSC/2014/62.html
- [9] *Desnousse v Newham LBC* [2006] EWCA Civ 547 (accommodation under ss.188 and 190(2)(a)).
- [10] *Minister of Health v Bellotti* [1944] KB 298 (reasonable notice to a licensee); *Mehta v Royal Bank of Scotland* (1999) 32 HLR 45 (long-term hotel occupier).
- [11] Criminal Law Act 1977, s.6 (violence for securing entry).
legislation.gov.uk/ukpga/1977/45/section/6
- [12] Protection from Eviction Act 1977, s.1 (unlawful eviction and harassment) and s.1A (financial penalty up to £40,000, England; inserted by the Renters' Rights Act 2025 from 1 May 2026).
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- [13] Housing Act 1988, ss.27–28 (damages for unlawful eviction).
legislation.gov.uk/ukpga/1988/50/section/27 · .../section/28
- [14] Renters' Rights Act 2025 (c. 26), Part 1, Chapter 1 (tenancy reform, in force for private tenancies in England from 1 May 2026).
legislation.gov.uk/ukpga/2025/26/contents
- [15] Renting Homes (Wales) Act 2016, Sch. 2 (exceptions to occupation contracts, including holiday accommodation, shared accommodation and homelessness accommodation).
legislation.gov.uk/anaw/2016/1/schedule/2
- [16] Torts (Interference with Goods) Act 1977, s.12 and Sch. 1 (uncollected goods).
legislation.gov.uk/ukpga/1977/32/section/12
- [17] Shelter Legal England, "Excluded occupiers" and "Eviction of excluded occupiers" (commentary on s.3A, homelessness accommodation and notice).
england.shelter.org.uk/.../excluded_occupiers
- [18] Housing Act 1996, Part 7, ss.188, 190 and 193 (homelessness accommodation duties).
legislation.gov.uk/ukpga/1996/52/section/188
- [19] Housing Act 1988, Sch. 2, Ground 5G (tenancy granted for the s.193 homelessness duty), inserted by the Renters' Rights Act 2025 from 1 May 2026.
legislation.gov.uk/ukpga/1988/50/schedule/2

IMPORTANT

This guide provides general information about the law of England and Wales as at September 2026. It is not legal advice and should not be relied on as such. The correct route depends on the facts of each occupation. Where the status is unclear, obtain independent legal advice before taking any step to recover possession.

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Plan the next step with your property.

Speak to our team about the facts, your priorities and the support you need. We will tell you what we need to assess your instruction, and whether legal advice should come first.

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SCAN TO FIND OUT MORE

Excluded occupier eviction support: view the service and instruct online.

ukbailiffs.co.uk/eviction-from-temporary-housing

Every instruction is reviewed before acceptance. Availability, scope, cost and timing are agreed for the circumstances. This guide is general information, not legal advice.