

## Guidance on obtaining possession of assured shorthold tenancies: Section 8 Notices

## Section 8 Notices

### Different types of tenancy – how to obtain possession

Landlords cannot evict residential tenants without a court order for possession. Prior to applying to court, the Landlord must advise the Tenant that the Landlord is different according to the type of tenancy.

Landlords must have obtained a court order for possession before they can serve a notice on the Tenant to end the tenancy to an end. The procedure for obtaining a court order is different according to the type of tenancy.

#### 1. Assured shorthold tenancy (AST)

#### Fixed term tenancy

- 1.1 If the Tenant has a fixed term tenancy, the fixed term of which has expired or will expire, the Landlord can use the “accelerated” procedure for possession. This is the simplest way of obtaining possession, as the Landlord does not need to show any fault on the part of the Tenant, and no grounds requiring the Tenant to leave.

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#### 2. Assured shorthold tenancy (AST)

- 2.1 If the Tenant has a fixed term tenancy whose fixed term still has some time to run, the Landlord must apply to court for possession, relying on the grounds set out in Schedule 2 to the Housing Act 1988. The grounds are discussed under the heading “The grounds for possession”.

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- 2.2 The Landlord’s ability to obtain possession during the fixed term is limited by grounds 2, 7, 7A, 7B (England only), 8, 9 and 10 to 15 (inclusive) of the Housing Act 1988. The Landlord has reserved a right to possession on that particular ground. The Landlord must have served notice on the Tenant before the tenancy expires.

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- 2.3 Before the Landlord can obtain possession under section 8 of the Housing Act 1988, the Landlord must serve notice on the Tenant. Section 8 Notices are discussed below.

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#### 3. Assured tenancy (non-shorthold)

#### Fixed term

- 3.1 The accelerated procedure for possession is not available to Landlords of assured tenancies. Once an assured tenancy has become periodic the Landlord can use the grounds set out in Schedule 2 to the Housing Act 1988 in relation to termination of the tenancy.

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#### 4. Assured tenancy (non-shorthold)

#### Fixed term

- 4.1 During the fixed term of an assured tenancy, the Landlord must serve a Section 8 Notice must be served on the Tenant, which the Landlord must rely on to obtain possession.

The same procedure for obtaining possession during the fixed term, i.e. a Section 8 Notice must be served on the Tenant, which the Landlord must rely on to obtain possession.

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cedure should serve a **Section 21**  
(latest version as appropriate) on the

landlord has given the Tenant two months' notice. (In most cases, most cases do not go to the end of the notice period.)

Section 21 Covering Letter for a Notice takes the form of a letter.

valid if:

- Tenant's tenancy deposit in an amount within 30 days of receipt; and provided to the tenant within 30 days will not be able to serve a Section 21 notice (if the tenancy was not protected in accordance with the Housing Act 2004 (section 21A(1)(a)) or until the prescribed period has expired.

### Further situations in which a Section

- the date of the Notice;
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- with a copy of the most recent
- with a copy of the publication "England" published by the Ministry of
- ent. This must be the up to date
- granted or renewed (or became
- vement notice or an emergency
- erty under the Housing Health and
- st 6 months;
- charged fees or returned an
- ed by the Tenant Fees Act 2019.

ce will be invalid if the Landlord or Smart Wales.

nted or renewed on or after 1  
valid if, at the time of service, the  
t returned an unlawfully retained

## Section 8 Notices

A Landlord should use the **Section 8 Notice** (either the England or Wales version as appropriate) to seek possession.

The Notice must inform the Tenant of the grounds on which the Landlord can begin possession proceedings. The earliest date on which the grounds below includes details of the grounds on which the Landlord can begin possession proceedings.

The Notice can be handed to the Tenant by recorded delivery. Remember that the notice period given in paragraph 1 begins from the time the Tenant receives the Letter, not when the Letter is delivered. The table of grounds below allows a few extra days when the grounds are 'mandatory' or 'discretionary' (as the case may be) 2 weeks from the date the Tenant receives the Notice.

Landlords should be aware of **The Rent (Arrears) and Mental Health Crisis Moratorium Regulations 2020**, which may prevent a landlord from serving a Section 8 Notice for rent arrears whilst the Tenant who has problem with their mental health is in crisis.

### The grounds in Schedule 2 of the Housing Act 1988

The grounds are briefly summarised below. If they are shown by the Landlord, the court must make an order for possession. The other grounds are 'discretionary', which means that the court will only make a possession order if the court thinks it is reasonable to do so.

Landlords should study the wording of the grounds in the Section 8 Notice. What follows is a summary of the grounds – the full text can be found at <http://www.legislation.gov.uk/ukpga/1988/119/schedule/2>

Ground number	Description	Earliest date for beginning proceedings in England and Wales
1	Recovery by previous owner occupier.	At least 2 months
2	A mortgagee is claiming possession.	At least 2 months
3	The property was previously let and has since been let (presumably out of season).	At least 2 weeks
4	The property was previously let and has since been let (presumably out of season).	At least 2 weeks
5	The property is needed for religious purposes.	At least 2 months
6	The Landlord intends to occupy the property.	At least 2 months
7	The former Tenant has been convicted of an offence.	At least 2 months

	person with a right to sue		
7A	Criminal offence committed on the property.	At least 1 month	
7B	Immigration status of tenant	At least 2 weeks	
8	Serious rent arrears at time of possession	At least 2 weeks	
9	Suitable alternative accommodation	At least 2 months	
10	Rent arrears. There must be a Section 8 Notice is served and issues court proceedings	At least 2 weeks	
11	Persistent delay in paying rent	At least 2 weeks	
12	Breach of an obligation in the tenancy agreement	At least 2 weeks	
13	The condition of the property or parts has deteriorated because of the Tenant or anyone living there.	At least 2 weeks	
14	Nuisance, annoyance or harassment	Immediately after serving Section 8 Notice	
14ZA	Criminal offence committed on the property (only).	At least 2 weeks	
14A	Domestic violence.	At least 2 weeks	
15	The condition of the property has deteriorated because of ill-treatment of anyone living there.	At least 2 weeks	
16	Recovery from former employment	At least 2 months	
17	The Landlord was induced to enter into the tenancy by a false statement.	At least 2 weeks	

### **Possession proceedings**

If the Tenant has not left the property by the date given in the Section 8 Notice, the Landlord may have no option but to start court proceedings using the Accelerated Procedure (for Section 8 cases) to obtain Possession.

If the Tenant has not remedied the relevant breach by the date given in the Section 8 Notice, the Landlord may have no option but to start court proceedings using the Standard Procedure (for Section 8 cases) to obtain Possession.