

## **Your landlord has served notice to leave a guide for tenants**

If you rent from a private landlord and they want you to leave the property they must follow the correct legal process which starts by serving a valid notice in writing. If the landlord fails to follow this route correctly they cannot legally gain possession of the property and if they try to force you to leave without following the correct steps they could face prosecution under the [Protection from Eviction Act 1977](#).

Depending on what type of tenancy you have will affect how and when a landlord can ask you to leave. This guidance relates only to Assured Shorthold tenancies in England and Wales.

There might be any number of reasons why a landlord wants possession of the property and this does not mean you have not met your obligations as a tenant. However if you are in breach of your tenancy agreement, for example you are in arrears, you should understand that this places your tenancy in jeopardy and the landlord can serve a notice on you due to this breach of obligations.

Any notice a landlord gives you must be in writing and should contain certain information such as the landlords name and address, the tenants name and address of the property and the date that the landlord is asking you to leave or when they intend to apply for a court order.

### **Section 21**

A Section 21 is sometimes called a 'no blame notice', this means that the landlord is not asking you to leave because you have breached your tenancy agreement but needs the property back for another reason and that is why they are ending the tenancy.

A Section 21 should give you a minimum of two months' notice if you pay your rent monthly or eight weeks if you pay your rent weekly or fortnightly.

If you are in a fixed term the Section 21 notice should not expire before the end of the fixed term. Depending on when your tenancy started the landlord should not serve the notice in the first four months of the tenancy.

In most cases as long as the notice served is correct there is not defence against a Section 21 notice, however there are certain rules which govern when a landlord can rely on a section 21 notice.

This document was last amended on 31 May 2017 and was considered accurate at that time.

Changes to legislation which occurred after this date will not be reflected in the content.

This document should not be considered comprehensive, nor should it take the place of legal advice where this is required.

These include: -

- If the property is subject to licence the landlord must have made a valid licence application.
- If a deposit was taken at the start of the tenancy the deposit should have been protected and the prescribed information issued.
- If the tenancy started, or a new fixed term was issued, on or after 1<sup>st</sup> October 2015 the landlord should have provide the tenant with a copy of the current gas safety certificate, energy performance certificate and 'How to rent in England' leaflet.

If the landlord has failed to comply with any of the above the Section 21 might not be considered valid. If that is the case the landlord has the opportunity to rectify the above and reserve a valid notice.

There are new rules which apply to tenancies started after 1<sup>st</sup> October 2015 where a landlord has failed to take adequate action to rectify a repair reported by the tenant which was subsequently followed up with action via the Local Authority.

### **Section 8**

If you have breached your tenancy agreement, for example by not paying your rent, your landlord can serve a Section 8 notice to end the tenancy. This can be done at any time and the length of time given on the notice will vary due to the breach of tenancy.

If your landlord has served a Section 8 notice you should contact them to discuss the problems and try and negotiate a resolution which will mean they do not have to follow through with the notice i.e. arrange a repayment plan etc.

### **What happens next?**

Once the notice has expired, if you have no found alternative accommodation and moved out of the property the landlord must apply for a possession order through the courts. You will get a letter from the courts advising that the landlord has done this and will ask you certain information for example if you have a defence. If the landlord served a Section 21 the only defence would be the exclusion above. If the landlord has served a Section 8 and you do not think the grounds they have used are correct you can also put in a defence however you will need to be able to demonstrate that the grounds were incorrect.

A date will be given for the judge to look at the possession order. If the landlord used a Section 21 they will normally look at this in their chambers and you would not be expected to attend. If the landlord has served a section 8 or you have

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made a defence against the Section 21 you might have the opportunity to attend a hearing and you can appeal the possession order to the judge. The court decides whether a possession order should be made. It can decide to make:

- Outright possession order – this means that you will be given a date to leave the property. This is usually 14 days from the date the court makes the order or in exceptional circumstances can be up to six weeks after that date.
- Suspended or postponed possession order – this means you can stay at the property as long as you agree to certain conditions set by the court (i.e. paying a regular amount off the rent). If you don't keep to these conditions the landlord can apply for a bailiff to evict you.
- Order to adjourn the case – this means that there isn't enough information to make a decision and you can stay in the property until the decision is made. You might be given another date for the hearing of the landlord might have to apply again to the courts if circumstances change or after an agreed period of time. You might be asked to agree to certain conditions to get the case adjourned such as paying a certain amount off rent arrears.
- Order to dismiss the case – the court can dismiss a case if there are no reasons to evict you. This might mean that the landlord does not have the right to apply for the possession or they have not proven sufficient grounds to evict you.

If you have not done so already you should contact the Housing Advice Centre or seek other legal advice when the landlord applies for a possession order through the courts. They can advise you more specifically on your rights and advise you in housing options.