

Residential Property Services

Section 3 Notice:

If the property has been bought by a new landlord, and is still occupied by the tenant, who wasn't informed of the sale or change in landlord.

Section 8 Notice:

A Section 8 notice can be served on your tenant when they are either in arrears and / or in breach of the terms of the lease. The tenant must either be 2 months in arrears or 1 months in arrears and be in breach of the terms of the lease.

The section 8 notice must either give 2 weeks or 2 months' notice, depending on the legal reasons for the notice, before court action can be started. It is therefore very important to ensure that the correct time-scales and reasons are given.

Other grounds, for example are:

Ground 12: breach of Tenancy Agreement

Ground 13: Damage to property

Ground 15: Damage to furniture

*Fixed fee service includes the review of the documents and the notice

Section 8 - Possession Order Proceedings:

Once the correct notice is served, and in the event of the tenant remaining at the property we would then need to issue possession order proceedings on your behalf. This is where we review all the required documents and file the application with the courts. Our fee includes the initial consultation and reviewing of the documents, legal fees for the application and the court fee.

If the tenant fails to rectify the breach or breaches of the lease, and / or clear the arrears we will then

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Issue proceedings on your behalf. You will then receive notification from us of the hearing date in the future. Usually this is somewhere in the region of 6-12 weeks away.

At the hearing we will instruct an advocate to represent you, the level of advocate will very much depend on the complexities of your case.

*Fixed fee service includes review of documents, preparation of application and qualified solicitors' fees.

Section 21 Notice:

A Section 21 Notice can be used to end an assured short-hold tenancy. A landlord does not have to give a reason or grounds for the possession, unlike the section 8 notice. A section 21 must give a minimum of 2 months' notice.

You must be cautious, as if the notice is invalid this can be used by the tenant in defence to resist and even stop possession proceedings. It is therefore vitally important to have the notice done by a professional.

Reasons for an invalid notice can range from, incorrect information, incorrect forms, not served correctly or incorrect notice period.

To ensure you are compliant we would require certain documents from a landlord, such as EPC, How to Rent Guide, copy of the lease, tenancy deposit scheme details etc.

*Fixed fee service includes the review of the documents and the notice.

Section 21 - Possession Order Proceedings:

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Required documents and file the application with the courts. Our fee includes the initial consultation and reviewing of the documents, legal fees for the application and the court fee.

If the tenant fails to respond to the claim, we will request the possession order form the courts.

In the event the tenant files a defence, that the judge is satisfied with, directions will be made, and this will then lead to a hearing. At the hearing an advocate will be appointed to represent you. Once the order is made, the tenant will be given a set date to vacate by and pay the costs. Usually this is 14 days.

*Fixed fee service includes review of documents, preparation of application and qualified solicitors' fees.

Section 48 Notice:

If the landlords address has changed for serving of notification or documents was not provided on any documents at the start of the tenancy. We will issue a section 48 notice on your behalf.

High Court Permission:

Do you already have an Order for Possession but not the permission to transfer up? If so, then we can apply to the courts to have permission granted to transfer to the High Court for enforcement of the possession order, and the monetary judgement (if there is arrears).

We prepare all the documentation for you and lodge the application with the courts.

Please note: there is no guarantee of permission being granted and in all cases we must have a valid reason. Reasons may include time-scales using the County Court Bailiff are too long, arrears are above £5,000.00, significant damage to the property, complexities of the eviction, to name but a few.

*Fixed fee service includes court fee and solicitors' fees.

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High Court Enforcement Possession:

Once the possession order and permission to use high court is granted, we will send the order to the high court for uplift. We will receive back a High Court Writ of possession, meaning we can then instruct our High Court Enforcement Officers on your behalf. These are our own agents and it is a very cost-effective way compared to some of our competitors who 'sub' this service out.

Our agents will immediately, within 24 hours of receiving the writ back, but often the same day, serve the required Notice of Eviction by hand on your tenant. This gives the tenant 14 days to pack up and vacate the property. At the specified date and time on the 14 days' notice, our agents will attend the property with a locksmith and carry out the writ of possession instructions, giving you your property back. Notices will be attached to the property, and a new set of keys issued.

County Court Bailiff:

If you are in receipt of a Possession Order and need it enforcing, we will check the time-scales with the courts first and inform you of these. Dependant on this will be dependant on if you would prefer us to try the High Court route.

If County Court Bailiff is the only route or preferred, then we will instruct the bailiff for you and manage the process. You will then be required to attend the property with our locksmith of your own.

*Fixed fee service includes our fee for the management and the county court bailiff fee.

Torts Notice:

A Torts Notice (For interference of Goods Act) is served upon the tenant (or ex tenant) when goods remain at the property after the eviction or if the property has been abandoned and goods remain.

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The notice must give reasonable time, and as a rule of thumb we would suggest either 14 days or 21 days dependant on the type of goods, quantity of goods and / or situation of the ex-tenant.

*Fixed fee service includes the notice and serving through recorded post and on email.

Trace:

If you are owed money and haven't got an up-to-date address of the debtor, then you can instruct us to Trace them on a no trace no fee basis. Once we have the address, we can either issue a Pre-Action Protocol Letter or look to enforce your judgement.

We offer a completely FOC tracing services to landlords or their agents when instructing us to issue a Pre-Action Protocol Letter at the same time.

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Pre-Action Protocol Debt Notice:

Owed money? If you are owed monies by an individual or individuals, then you can instruct us to issue a Pre-Action Protocol Debt Notice demanding payment.

The notice complies with all the relevant current legislation and gives the tenant 30 days to arrange payment or discuss repayment options. Along with the notices we are required to send several other documents, including income and expenditure information, allowing you to make an informed decision in case of a payment plan proposal.

We only charge for the notice and out time, on a fixed fee basis, meaning no hidden surprises. If your debtor fails to respond, then we will issue proceedings for a Judgement on your behalf.

*Fixed fee for the Pre-Action Protocol Debt Notice.

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Issue Money Judgement Proceedings:

Are you owed money and wish to reclaim what's yours? If so, then we will issue proceedings in the courts on your behalf for a money judgement following notice under the Pre-Action Protocol Rules.

We will review all your documents and issue the claim with the courts with our solicitor*. Once the claim is issued the courts will write to the debtor / defendant with the particulars of claim. They will then have 14 days to respond to the claim.

If judgement is awarded, we can then apply for the judgement order and enforce this (once the order is uplifted to the High Court for a Writ of Control) using our own High Court Enforcement Officers, under the trusted guise of our HCEO, Claire Sandbrook.

If a defence is lodged with the courts, mediation will occur which we will conduct and represent you at. If no agreement is made at mediation, then a hearing will be required. At this point we will then appoint an advocate to represent you in court.

*Fixed fee service, fee includes initial review of documents & solicitor's fee to issue claim with the courts. Court fee applies separately.

Judgement Enforcement / Writ of Control:

Once we are in possession of the judgement order we will seek to uplift this to the High Court for enforcement by our very own High Court Enforcement Officers (HCEO).

Once the Writ is back from the High Court, we must then send a notice of enforcement to the debtor demanding payment within 7 clear working days.

If the debtor pays in full the file is closed and the monies transferred to yourselves.

If the debtor fails to pay or agree to an acceptable arrangement, our HCEO will then attend the

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Premises to collect the funds or take goods into control.

Upon collection all fees that have been paid upfront are returned to you.

*Fixed Fee service includes court uplift fee, Notice of Enforcement fee, and Execution Costs.

Inspection & Inventory – Check in

Upon a tenancy beginning, we attend the property to carry out a full inventory and inspection.

Included in this report is Smoke and CO alarms, photos, floor plans, meter readings and keys recorded. A full inspection of the property is done, and we supply the report to you and your tenant within 24 hours, sometimes same day.

This report is then used again at the mid term inspection or at check out inspection, giving landlords piece of mind.

Inspection & Inventory – Mid Term Inspection

Upon a landlords instruction we will arrange attendance at the property with the tenant.

A mid term inspection is important, especially in the case of where problems may have occurred during the tenancy to date. This is a detailed mid term inspection and will give the landlord an overview of the properties current condition during the tenancy agreement.

It is conducted on either a quarterly or 6 monthly basis.

Inspection & Inventory – Check out

Our check out reports are a full detailed report and impartial inspection at the end of the tenancy

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Agreement. We meet with your tenant on the day they leave to carry out a full report and collect the keys. We use the check in and mid term inspection reports for comparison purposes.

If your tenant fails to attend or has already left, we can still attend the property to carry out the inspection and inventory, often referred to in their absence as a schedule of condition report.

What to expect from Strikes:



100% Confidentiality



Same Day Action



20+ Years Experience



Legal Backup



Free No Obligation Advice

Strikes are proud members and partners of the organisations below:



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