

## Section 8 - Grounds for Eviction.

Under the Housing Act 1988, the Section 8 Possession Notice (sometimes referred to as Section 8 notice to quit) allows the landlord to seek to regain possession of their property from the tenant during the term of the Assured Shorthold Tenancy (AST).

The section 8 must be completed and served 100% accurately on the tenant of the rental property, or this can lead to a landlord unknowingly serving an invalid notice. This leads to delays in the eviction and potentially more costs and building rental arrears. Using professional services rather than landlords attempting themselves may seem expensive to some landlords, however, with the speed and knowledge used by professional services, it avoids these delays and additional costs/lost revenue. Therefore, it is vitally important no mistakes or errors are made.

The Section 8 notice needs to show that the tenant has breached the terms and conditions of the tenancy agreement. This relates to any term or condition of the tenancy agreement including but set to, non-payment, subletting or damages. For the notice to be valid, under Schedule 2 of the Housing Act 1988, the grounds for eviction must be specified. As decided by the courts, the grounds for possession fall under two categories - Mandatory or Discretionary.

### Mandatory Grounds – The court must grant possession to the landlord.

1. The Landlord needs possession to use the property as their main home. This can only be used if the property was previously used as their main home prior to the tenancy agreement.
2. The Mortgage lender has served notice to exercise power of sale. The mortgage must be prior to the start of the tenancy agreement.
3. The property was previously rented out as a holiday let and is required to return to holiday let status. The tenancy agreement must be longer than 8 months.
4. The property is being let by an educational institution and is now needed by students of said educational institution.
5. The property is owned by a religious body and the property is required for a member of the institution. For example, a minister.
6. The landlord wants to redevelop or reconstruct the property. The tenant must have rejected the notion of residing in all/part of the property whilst work(s) are in progress.
7. The tenant named on the tenancy agreement has died and the residing tenant is tenant heir. In this case, the Section 8 must be served within 12months of the death of the named tenant.
8. The tenant is in rental arrears equating to **over** 8 weeks rent for weekly payments, 2 months' rent for monthly payments and 1 quarter rent for quarterly payments.



**Discretionary Grounds – The court will only grant possession if they feel it is reasonable to do so.**

9. The tenant has been offered (and refused) alternative suitable accommodation which match the standards of the current property.
10. The tenant is in rent arrears, however, for weekly payments – **no more** than 8 weeks, for monthly payments – no more than 2 months for monthly payments and no more than 1 quarter for quarterly payments.
11. The tenant is consistently late with rental payments and must be continually chased.
12. Any terms and conditions of the tenancy agreement have been breached by the tenant with the exception of rent.
13. Either the tenant or subletter has damaged or not maintained the property
14. The Tenant is causing annoyance and/or nuisance to neighbours or other tenants which is resulting in complaints.
15. The furniture in the property has been broken, sold or damaged by the tenant or any other persons in the property.
16. A condition of the Tenancy agreement was based on employment which has now ended.
17. The tenant entered the tenancy agreement with false information. This can either be provided by themselves or a referee.

## FAQ

### How much notice is given in a section 8?

Notice varies depending on which grounds of possession the landlord wishes to use on the Section 8. Grounds 2 for example, requires a minimum of 2 months' notice, compared to 8,10,11,12,13,14,15,16, and 17 require only 2 weeks.

### How much does a Section 8 Cost?

At Strikes we work on a fixed fee format, so every landlord knows exactly the cost before they instruct us, for each stage. Our costs can be found in our cost's brochure on the NRLA website, or you can email us for a copy using [info@strikescs.com](mailto:info@strikescs.com)



## How quickly do you send the Notice out?

Notices are sent within 48 hours of instruction, often same day. However, much will depend on the documents all being in order, and how quickly you get those to us.

## How do you send the Notices?

All notices are sent via Royal Mail 1<sup>st</sup> Class post, Royal Mail 1<sup>st</sup> Class Tracked and on email if one is provided.

## How long does a section 8 Notice last?

A section 8 Notice last for 12 months from the date of service.

## What documents do I require?

Strikes have a 'Checklist' document that you will find on the NRLA website that covers this – please refer to that or call the office.

## Will I be kept updated?

Absolutely, it is vitally important that both parties, landlords and Strikes, keep each other updated throughout the whole process. At every stage, or work commenced, or communication received from your tenant, you will be the first to know.

## What happens after the notice has been served?

All Section 8 forms clearly state the expiration date of the notice. This date means that the tenant must have either paid all arrears, rectified the breaches, or vacated the property. If the tenant refuses to vacate by this date (assuming they haven't rectified the breaches), the following day, the landlord can start the court possession proceedings.

## Will a Section 8 guarantee the possession order will be granted?

This is down to the courts. The grounds for the Section 8 will play a role in the decision making as some are mandatory and some are discretionary. All evidence submitted to the courts will be considered including extenuating circumstances suffered by the tenant before the decision is made. Ultimately on some grounds it comes down to hard evidence and facts.

