

SECTION 8 - GROUNDS FOR POSSESSION.

Under the Housing Act 1988 as amended by the Renters' Rights Act, landlords may seek possession of a property using a **Section 8 Notice** where a valid statutory ground applies. Section 8 is now the **primary legal route for possession**, following the abolition of "no-fault" evictions under Section 21.

A Section 8 notice must be **completed and served accurately** in accordance with current legal requirements and in line with the conditions of the tenancy agreement. Any errors may render the notice invalid, leading to delays, additional costs, and continued loss of rental income. Given the increased scrutiny under the updated regime, landlords are strongly advised to ensure full compliance or seek professional assistance.

To be valid, the notice must clearly specify the **grounds for possession** set out in Schedule 2 of the Housing Act 1988 (as amended) and demonstrate that the tenant has breached the tenancy agreement or that another statutory ground applies.

Grounds for possession fall into two categories:

Mandatory Grounds – The court must grant possession if the ground is proven.

- 1. LANDLORD OCCUPATION**
The landlord intends to occupy the property as their only or principal home (subject to prior notice requirements).
- 2. SALE OF PROPERTY**
The landlord intends to sell the property.
- 3. MORTGAGE REPOSSESSION**
The lender requires possession where the mortgage predates the tenancy.
- 4. STUDENT ACCOMMODATION**
The property is required for use by students of an educational institution.
- 5. RELIGIOUS OCCUPATION**
The property is required for occupation by a minister or member of a religious organisation.
- 6. REDEVELOPMENT**
The landlord intends to carry out substantial works that cannot reasonably be completed with the tenant in situ.
- 7. DEATH OF TENANT**
The tenancy has passed following the tenant's death and statutory conditions are met.
- 8. SERIOUS RENT ARREARS**
The tenant meets the statutory threshold for rent arrears at both notice and hearing stages.

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

- 9. SUITABLE ALTERNATIVE ACCOMMODATION**
The tenant has been offered and refused suitable alternative housing.
- 10. RENT ARREARS (below mandatory threshold)**
The tenant is in arrears but does not meet the mandatory ground criteria.
- 11. PERSISTENT LATE PAYMENT**
The tenant repeatedly pays rent late.
- 12. BREACH OF TENANCY (non-rent)**
Any other term of the tenancy agreement has been breached.
- 13. DETERIORATION OF PROPERTY**
The tenant or occupant has caused damage or failed to maintain the property.
- 14. ANTI-SOCIAL BEHAVIOUR**
The tenant or visitors have caused nuisance, annoyance, or engaged in illegal/anti-social conduct.
- 15. DAMAGE TO FURNISHINGS**
Furniture or contents provided have been mistreated or removed.
- 16. EMPLOYMENT-LINKED TENANCY**
The tenancy was granted due to employment which has now ended.
- 17. FALSE STATEMENTS**
The tenant obtained the tenancy through false or misleading information.

Important Notes

- Section 8 is now the **default possession route**, and landlords must rely on **legitimate, evidenced grounds**.
- Notice periods and evidential requirements may vary depending on the ground used.
- Courts now apply **greater scrutiny**, particularly around fairness and tenant protections.
- Compliance with all **pre-tenancy and ongoing legal obligations** (e.g., deposit protection, safety certification) remains essential for enforcement.

Overview of New Mandatory Grounds for Possession

Mandatory grounds are those where the court **must** grant possession – provided a landlord can prove the ground(s) applies.

These grounds include situations such as the landlord wishing to sell the property, move back in, serious rent arrears or certain compliance, redevelopment and student accommodation scenarios.

GROUND	SUMMARY	NOTICE PERIOD
1	Occupation by landlord or family. The landlord or their close family member wishes to move into the property. Cannot be used for the first 12 months of a new tenancy and cannot re-let for 12 months.	4 months
1A	Sale of dwelling-house. The landlord wishes to sell the property. Cannot be used for the first 12 months of a new tenancy.	4 months
1B	Sale of dwelling-house under rent-to-buy. The landlord is a private registered provider of social housing and the tenancy is under a rent-to-buy agreement.	4 months
2	Sale by mortgagee. The property is subject to a mortgage and the lender exercises a power of sale requiring vacant possession.	4 months
2ZA	Possession when superior lease ends. Can only be used by a private registered provider of social housing, agricultural landlords, supported accommodation providers or a company majority owned by a local authority.	4 months
2ZB	Possession when superior lease ends. The landlord's lease is under a superior tenancy that is coming to an end or has ended and the superior lease was a fixed term over 21 years.	4 months
2ZC	Possession by superior landlord. Used when the superior landlord becomes the direct landlord after a superior tenancy ends. Limited to specific landlord types (as above).	4 months
2ZD	Possession by superior landlord. Can be used after a fixed-term superior lease of more than 21 years expires or ends early within 12 months of expiry.	4 months
4	Student accommodation. Property previously let to students within 12 months of tenancy start. Only available to specified educational providers.	2 weeks

4A	Properties rented to students for occupation by new students. Applies to student HMOs where the tenancy was agreed less than 6 months before move-in.	4 months
5	Ministers of religion. The property is required for occupation by a minister of religion.	2 months
5A	Occupation by agricultural worker. Required to house someone employed by the landlord as an agricultural worker.	2 months
5B	Occupation by person who meets employment requirements. For private registered providers of social housing where the property is reserved for employment-linked tenants.	2 months
5C	End of employment by the landlord. Expanded former Ground 16. The tenancy existed due to employment and that employment has ended.	2 months
5D	End of employment requirements. Tenant no longer meets the employment criteria in the tenancy agreement (e.g., key worker housing).	2 months
5E	Occupation as supported accommodation. Tenant did not enter into tenancy to receive support or supervision.	4 weeks
5F	Dwelling-house occupied as supported accommodation. Circumstances have changed making continued occupation unsuitable or unviable.	4 weeks
5G	Tenancy granted for homelessness duty. Property used as temporary accommodation under s193 of the Housing Act 1996 and is no longer required.	4 weeks
5H	Occupation as “stepping stone accommodation”. Tenant no longer meets eligibility criteria (e.g., age limit) or the permitted time period has ended.	2 months
6	Redevelopment. Property requires substantial redevelopment or demolition. Specific requirements apply for social landlords and alternative accommodation may be required.	4 months
6A	Decant accommodation. Tenant has been temporarily rehoused during redevelopment and possession is required to continue the programme.	4 months

6B	Compliance with enforcement action. The landlord must regain possession to comply with enforcement requirements. Compensation may be ordered.	4 months
7	Death of tenant. Applies where tenancy has passed via will/intestacy and the successor was not living in the property beforehand.	2 months
7A	Severe ASB/Criminal Behaviour. Applies where there is conviction, a breach of Order, or a Closure Order exceeding 48 hours.	Immediate — proceedings may begin without notice period
7B	No right to rent. At least one tenant has no lawful immigration status and the Secretary of State has notified the landlord.	2 weeks
8	Rent arrears. Tenant must have at least 3 months (or 13 weeks for weekly/fortnightly rent) arrears at notice and at the hearing.	4 weeks

Overview of New Discretionary Grounds for Possession

When using discretionary grounds, the court will decide whether granting possession is reasonable in the circumstances.

Even where the ground is proven, the judge still may refuse possession, issue a suspended order, or set conditions. This is particularly true in cases involving minor rent arrears, anti-social behaviour, deterioration of the property or breach of tenancy terms.

GROUND	SUMMARY	NOTICE PERIOD
9	Suitable alternative accommodation is available for the tenant.	2 months
10	Any rent arrears. The tenant is in any amount of arrears.	4 weeks
11	Persistent arrears. The tenant has persistently delayed paying their rent.	4 weeks
12	Breach of tenancy. The tenant has breached a tenancy term other than rent.	2 weeks
13	Deterioration of property. The tenant has caused the condition of the property to deteriorate.	2 weeks
14	Anti-social behaviour. Covers behaviour causing nuisance or annoyance, criminal activity, or illegal use of the property.	Proceedings may begin immediately

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14A	Domestic abuse. A social landlord may evict the perpetrator if the survivor has fled and is unlikely to return.	2 weeks
14ZA	Rioting. The tenant or another adult occupier has been convicted of an indictable offence committed during a riot in the UK.	2 weeks
15	Deterioration of furniture. The tenant has caused deterioration to the landlord's furniture.	2 weeks
17	False statement. The tenancy was obtained through a false statement made knowingly or recklessly.	2 weeks
18	Supported accommodation. The tenancy is for supported accommodation and the tenant is refusing to engage with the support.	4 weeks

FAQ

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

How quickly do you send the Notice out?

Notices are sent within 48 hours of instruction – often on the same day. However, this depends on the accuracy and correctness of documents, as well as the speed that you can get information and evidence to us. It is vitally important that we do not compromise thoroughness for speed – getting the Section 8 Notice in order and legal compliance are of paramount importance.

How do you send the Notices?

All notices are sent via Royal Mail 1st Class post, Royal Mail 1st 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 on the contact numbers below.

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Will I be kept updated?

Yes, absolutely. Communication between all parties is of paramount importance. The Strikes Property Services team will keep you informed at every stage. If there are any developments or changes to your case, 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 new Section 8 grounds 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 rounds it comes down to hard evidence and facts.

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