

If the landlord wants the property back



There are a number of rules your landlord or letting agent must follow when they want you to leave a property. If you are unsure about your rights contact the Housing Solutions Team on 01392 265726 or [Citizen's Advice Exeter](#) on 03444 111 444 (Monday to Friday, 9am to 4pm) as soon as possible.

After the fixed term expired

The landlord doesn't need a reason to evict you after the fixed period has expired and can end your assured shorthold tenancy by giving two months' notice using a [Section 21 notice](#).

Section 21 notice

From 1 October 2015 a new [standardised section 21 notice](#) is required for all tenancies made or renewed after this date. The new form does not apply to statutory periodic tenancies started before this date. However, from 1 October 2018 these provisions will apply to all tenancies.

From the 6 April 2015 there is no longer a requirement for a notice to expire at the end of a rent period. As long as a full 2 months' notice has been served then the section 21 notice will be valid.

Landlords can no longer serve a section 21 notice at the beginning of a tenancy to use at a later date. Section 21 notices have to be used within 6 months of the notice being served and it cannot be served until you have lived at the property for more than 4 months. However, if your tenancy started before 1 October 2015, your landlord can serve you with a section 21 notice at any time during the tenancy. The notice must expire on or after the end of the fixed term period.

A notice will **not** be valid if:

- Your deposit hasn't been protected in a government approved scheme and/or you have not been given the information about the scheme. If your deposit wasn't protected within 30 days it must be refunded in full before your landlord can serve a valid section 21 notice.
- Your deposit was protected more than 30 days after you paid it to your landlord
- Your landlord gives you a new fixed term tenancy.
- You are living in a HMO (House in Multiple Occupation) that should have a licence but doesn't.
- You haven't been given a copy of the EPC, gas safety certificate and How to Rent Guide.
- It has been served within 6 months of you complaining to the council about repairs or unsafe property conditions and the landlord has been issued with a notice to make improvements.



These rules apply to tenancies started on or after 1 October 2015. The court will decide if the section 21 notice is invalid after the landlord applies for possession.

Facing eviction

Your landlord must follow a very strict set of procedures in order to evict you from a property (depending on your agreement).

If you have an excluded tenancy i.e. you live with your landlord as a lodger then they only need to give you 'reasonable notice' to quit. This type of notice doesn't have to be in writing and after this period of time your landlord can change the lock on your room, even if you still have belongings there. However, they must give your belongings back.

The procedure your landlord will have to follow will depend upon which type of tenancy you have. Ideally prevention is the best option; it is always worth having a conversation with your landlord and trying to come to a mutually beneficial arrangement regarding any issues. Always seek advice if you are unsure that your landlord has followed the correct procedure to end your tenancy.

How your landlord can evict you

Your landlord can use either a section 21 or a section 8 notice to start the eviction process. A section 21 notice can only be used after the fixed term of your agreement has ended but a section 8 notice can be used at any time during your tenancy. The section 8 notice can be used if you have rent arrears or break other terms of your tenancy agreement. Most of the time a landlord will use a section 21 notice as they do not have to have a reason to evict you.

If you don't leave the property

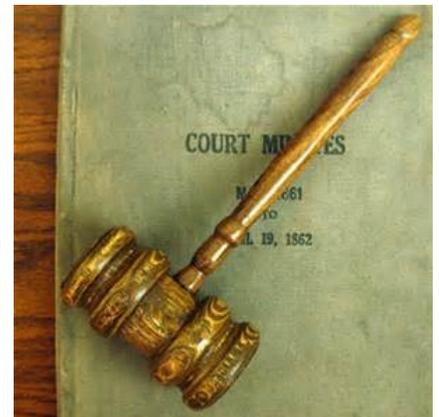
If you don't leave the property by the date in the notice to quit your landlord needs to apply to the court for a possession order. The court will decide if the notice was valid and if you should be evicted from the property.

If your tenancy started on or after 1 October 2015 the landlord must apply for a possession order within 6 months of giving you the section 21 notice. For tenancies started before this date the section 21 notice doesn't have an expiry date and the landlord can apply for a possession order any time after the notice period has expired.

Defending possession proceedings—section 21 notice

If you don't submit a defence to the possession order the court can make a decision using the accelerated possession procedure. This procedure cannot be used if the landlord is claiming for unpaid rent. If the court decides that you should leave the property the landlord can apply to the court for bailiffs to evict you. Only a bailiff can evict you from your property with a valid warrant from the court. It is illegal for the landlord to evict you.

If you believe that the section 21 notice isn't valid you need to return the defence form to the court explaining why you believe it isn't legally valid. This will usually mean that you will be given a date for a court hearing where you can explain your case. However, if your landlord is found to have served a valid section 21 notice an eviction notice will be issued by the court.



Defending possession proceedings—section 8 notice

Your landlord must serve you with a written notice of possession giving the grounds for eviction. A section 8 notice is valid for 12 months and the landlord can apply to the court for a possession order as soon as the notice period has ended.

To use a section 8 notice your landlord must prove to the court that they have 'grounds for possession', a legal reasons to evict you. These grounds can be mandatory; if proven the court has to order you to leave the property, or discretionary; the court can decide if you have to leave the property.

You can challenge the notice if you believe that it isn't valid or you can disprove the landlord's reasons for possession. If you are successful the court can make a suspended possession order which allows you to stay in the property as long as you repay the rent or dismiss the case altogether.

For both routes of possession you can ask a judge to delay the eviction for up to 42 days if you can demonstrate that leaving the property would cause you exceptional hardship.

You may be able to access legal aid if you claim certain benefits or have a low income. Call the [Civil Legal Advice](#) helpline on 0345 345 4 345 for more information and advice.