

# SECTION 8

Notice of possession

Housing Act 1988 section 8 as amended by section 151 of the Housing Act 1996

## Notice seeking possession of a property let on an Assured Tenancy or an Assured Agricultural Occupancy

- Please write clearly in black ink.
- Please tick boxes where appropriate and cross out text marked with an asterisk (\*) that does not apply.

This form should be used where possession of accommodation let under an assured tenancy, an assured agricultural occupancy or an assured shorthold tenancy is sought on one of the grounds in schedule 2 to the Housing Act 1988.

Do not use this form if possession is sought on the “shorthold” ground under section 21 of the Housing Act 1988 from an assured shorthold tenant where the fixed term has come to an end or, for assured shorthold tenancies with no fixed term which started on or after 28 February 1997, after six months has elapsed. There is no prescribed form for these cases, but you must give notice in writing.

1: To.....  
*Name(s) of tenant(s)/licensee(s)\**

2: Your landlord/licensor\* intends to apply to the court for an order requiring you to give up possession of the following Address:.....  
.....  
.....  
.....

3: Your landlord/licensor intends to seek possession on ground(s).....in  
Schedule 2 to the Housing Act 1988, as amended by the Housing Act 1996, which read(s).....  
.....  
.....  
.....  
.....

.....  
.....  
.....  
.....  
.....  
.....  
.....  
.....  
.....  
.....  
.....  
.....

*Continue on a separate sheet if necessary*

4: Give a full explanation of why each ground is being relied on.....

.....  
.....  
.....  
.....  
.....  
.....  
.....  
.....  
.....  
.....  
.....  
.....  
.....  
.....  
.....  
.....  
.....  
.....  
.....  
.....

*Continue on a separate sheet if necessary*

**Notes on the grounds for possession:**

If the court is satisfied that any of grounds 1 to 8 is established, it must make an order (but see below in respect of fixed term tenancies).

Before the court will grant an order on any of grounds 9 to 17, it must be satisfied that it is reasonable to require you to leave. This means that, if one of these grounds is set out in section 3, you will be able to suggest to the court that it is not reasonable that you should have to leave, even if you accept that the ground applies.

The court will not make an order under grounds 1, 3 to 7, 9 or 16, to take effect during the fixed term of the tenancy (if there is one) and it will only make an order during the fixed term on grounds 2, 8, 10 to 15 or 17 if the terms of the tenancy make provision for it to be brought to an end on any of these grounds.

Where the court makes an order for possession solely on ground 6 or 9, the landlord must pay your reasonable removal expenses.

5: The court proceedings will not begin until after.....  
*The earliest date on which court proceedings can be brought*

Where the landlord is seeking possession on grounds 1, 2, 5 to 7, 9 or 16, court proceedings cannot begin earlier than 2 months from the date this notice is served on you (even where one of grounds 3, 4, 8, 10 to 13, 14A, 15 or 17 is specified) and not before the date on which the tenancy (had it not been assured) could have been brought to an end by a notice to quit served at the same time as this notice.

Where the landlord is seeking possession on grounds 3, 4, 8, 10 to 13, 14A, 15 or 17, court proceedings cannot begin earlier than 2 weeks from the date this notice is served (unless one of 1, 2, 5 to 7, 9 or 16 grounds is also specified in which case they cannot begin earlier than two months from the date this notice is served).

Where the landlord is seeking possession on ground 14 (with or without other grounds), court proceedings cannot begin before the date this notice is served.

Where the landlord is seeking possession on ground 14A, court proceedings cannot begin unless the landlord has served, or has taken all reasonable steps to serve, a copy of this notice on the partner who has left the property.

After the date shown in section 5, court proceedings may be begun at once but not later than 12 months from the date on which this notice is served. After this time the notice will lapse and a new notice must be served before possession can be sought.

6: Name & Address of landlord/licensor\*.....

.....

.....

*To be signed and dated by the landlord or licensor (or an agent acting on the landlord or licensors behalf). If there are joint landlords, each landlord (or the agent) must sign unless one signs on behalf of the other(s) with their agreement.*

Signed.....

Date.....

*Please specify below whether you are the:*

Landlord  Licensor  Joint Landlords  Landlord's Agent

Name (Blocked Capitals).....

Postal Address.....

.....

.....

.....

Telephone.....

Mobile/Work No.....

Email Address.....

**What to do if this notice is served on you:**

This notice is the first step requiring you to give up possession of your home. You should read it very carefully.

Your landlord cannot make you leave your home without an order for possession issued by a court. By issuing this notice your landlord is informing you that he intends to seek such an order. If you are willing to give up possession without a court order, you should tell the person who signed this notice as soon as possible and say when you are prepared to leave.

Whichever grounds are set out in section 3 of this form, the court may allow any of the other grounds to be added at a later date. If this is done, you will be told about it so you can discuss the additional grounds at the court hearing as well as the grounds set out in section 3.

If you need advice about this notice, and what you should do about it, take it immediately to a citizens' advice bureau, a housing advice centre, a law centre or a solicitor.