

## Legal Eviction Notices

### Dear Client

Thank you for your enquiry.

In most cases we issue the section 8 to prompt the tenant to clear the arrears and to understand what their intentions are. We also serve the section 21 which runs in the background just in case a large amount of rent is cleared or you have an agreed payment plan with the tenant but you still want to evict the tenant. If the tenant does not pay any money or misses a payment on the payment plan you will be able to make an application to court for possession. If the tenant clears all the rent then you can still evict the tenant once the section 21 has expired. Below is some information regarding the legal notices for residential evictions.

### Section 8

This notice can be served when the tenant is in two months arrears or breached their agreement on different grounds not relating to rent. For rent arrears this notice would be served on grounds 8, 10 and 11 and Ground 8 is the only mandatory ground and 10, 11 are the discretionary grounds. This notice gives the tenant 18 days from the date of service to vacate the property. We recommend the notice be served by courier or by witness to guarantee proof of service which is crucial if we have to make an application to court for possession. This notice can be served if the tenant has sublet or if the tenant has caused nuisance to the neighbours and the police have been called. Please call the office for further information. It is important your calculations for the arrears are clear and a rent statement must be included within this notice. You can use the table below if your records do not show a monthly accumulated outstanding balance.

### Section 21(1) b

This notice is served when the tenant is still within their agreement but you require the property back. The minimum notice is 2 months from the date of service. If you your tenant has a 12 months AST you will not be able to evict them till after the last day of the agreement. On this notice you will also be entitled to a money order for the arrears. Some tenancy agreements have break out clauses please ask your advisor if this valid.

### Section 21(4) a

This notice is served when the tenant is in a periodic stage which means the original agreement has lapsed and now runs on a month by month basis. The minimum notice is 2 months or more depending on the date the rent is paid. On this notice you will also be entitled to a money order for the arrears.

### Potential Tenant Defences

Please find enclosed some information regarding potential defences the tenant may file up until the day of the hearing.

#### Section 8

- Disputing the arrears amount
- Withholding rent due to maintenance issues
- Harassment claim

A Section 8 on the mandatory ground 8 is based on two months rental arrears and if the tenant was to reduce the arrears to fewer than two months prior to the hearing, this ground would be removed at and would considerably reduce the likelihood of possession. The judge may still grant possession based upon irregular

payments and on the other grounds, but this is at the judge's discretion. Due to this being a short notice the tenants have more rights to defend the eviction.

#### Section 21

- The validity of the section 21
- Proof of the notice being served
- Ownership issues

If the defence is filed prior to the hearing then you should reply before the hearing. This still does not guarantee the judge will not adjourn the case; however you will be given the best possible advice on your case and the costs involved.

Other issues highlighted in court may also lead to an adjournment please contact Landlord Nationwide for further advice.

## Next Steps

To be in a position to serve notice the following documents are required:

1. Signed AST
2. Valid certificate showing deposit has been registered
3. Up to date rent schedule highlighting arrears
4. Any notices that may have been served previously
5. Crime reference number if applicable
6. Written correspondence with the tenant (if any)
7. Any other material, correspondence or information to assist our understanding of the case

If you have any questions please contact [evictions@landlordnationwide.com](mailto:evictions@landlordnationwide.com) or call the office. We will be happy to help and rest assured we'll be there to guide you every step of the way.