

## LANDLORD INSIGHTS

# Section 21 Abolished: What Landlords Must Do Now

England — Your complete guide to possession after the Renters' Rights Act 2025

Section 21 "no fault" evictions are gone. The Renters' Rights Act 2025 has abolished them entirely for all tenancies in England. This guide explains what has changed, how possession now works, which Section 8 grounds apply to your situation, and the exact steps you need to take to protect your position as a landlord.

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# 1 What Section 21 Was — and Why It's Gone

## What Section 21 allowed

Section 21 of the Housing Act 1988 allowed a landlord to recover possession of a property let on an assured shorthold tenancy without giving any reason. The landlord simply served a written notice giving at least 2 months' notice, waited for it to expire, and could then apply to court for a possession order. The tenant had no defence once the notice was valid and the correct procedure had been followed.

## Why it has been abolished

The Renters' Rights Act 2025 abolished Section 21 on the grounds that it created fundamental insecurity of tenure. Tenants could be evicted without explanation at any point after a fixed term ended, making it impossible to put down roots or challenge poor conditions without fear of eviction. The government's position is that landlords with legitimate reasons to recover possession have adequate grounds under Section 8.

## What this means in practice

- All new tenancies are periodic from day one. Fixed-term assured tenancies can no longer be created.
- All possession proceedings now require a valid ground under Section 8.
- There is no longer a "no fault" route to eviction. You must be able to state and prove a reason.
- Existing fixed-term tenancies continue until they expire, then become periodic. Section 21 cannot be served on any tenancy.
- The accelerated possession procedure (which relied on Section 21) is no longer available.

## Transitional Arrangements

Section 21 is abolished for all tenancies regardless of when they were created. There is no grace period for landlords who had previously served or intended to serve a Section 21 notice. Any possession claim must now proceed under Section 8.

## 2 How Possession Works Now: Section 8

### The Section 8 framework

Section 8 of the Housing Act 1988 allows a landlord to seek possession by establishing one or more statutory grounds. Each ground sets out a specific reason and has its own notice period and evidential requirements. Unlike Section 21, the tenant can defend a Section 8 claim — which means the strength of your evidence matters.

### Mandatory vs discretionary grounds

Section 8 grounds fall into two categories. Understanding which applies to your situation is critical.

#### Mandatory Grounds

If a mandatory ground is proven, the court must grant possession. The judge has no discretion.

##### Key mandatory grounds:

- Ground 1 — Landlord/family moving in
- Ground 2 — Mortgage lender repossessing
- Ground 7A — Anti-social behaviour (serious)
- Ground 8 — 2+ months' rent arrears

#### Discretionary Grounds

If a discretionary ground is proven, the court may grant possession — but only if it also considers it reasonable to do so.

##### Key discretionary grounds:

- Ground 10 — Some rent arrears
- Ground 11 — Persistent late payment
- Ground 12 — Breach of tenancy terms
- Ground 14 — Nuisance or annoyance

### Notice requirements

A Section 8 notice (Form 3) must be served before a court claim can be issued. The notice must state which grounds are being relied upon and provide the prescribed information. Notice periods vary by ground — see page 4 for details. The claim cannot be issued until the notice period has expired.

#### Use Current Notice Templates

The prescribed Form 3 has been updated following the Renters' Rights Act. Using an out-of-date template can invalidate your notice and require you to start again. Always download the current version from gov.uk or use a solicitor-approved template.

# 3 The Section 8 Grounds You Need to Know

## Mandatory grounds

### Ground 1

#### Landlord or close family member requires the property

The landlord or a close family member (spouse, civil partner, parent, grandparent, child, grandchild, sibling) intends to occupy the property as their only or principal home.

**Notice: 2 months**

### Ground 7A

#### Serious anti-social behaviour

Applies where the tenant or a person living in or visiting the property has been convicted of a serious offence, breached an injunction, or received a closure notice. Court must also consider reasonableness.

**Notice: 4 weeks (or immediate in urgent cases)**

### Ground 8

#### Rent arrears — 2 months or more

At the date of service of the notice and at the date of the hearing, rent is at least 2 months in arrears (or 8 weeks if rent is paid weekly). Both conditions must be met — arrears that fall below the threshold before the hearing defeat the claim.

**Notice: 2 weeks**

### Ground 7

#### Death of the tenant

The tenancy has devolved under the will or intestacy of the deceased tenant and proceedings are begun within 12 months of death or the landlord's knowledge of death.

**Notice: 2 months**

## Key discretionary grounds

### Ground 10

#### Some rent arrears at notice and hearing

Rent is in arrears but below the 2-month threshold for Ground 8. Court must consider reasonableness — a good previous payment record can defeat this ground.

**Notice: 2 weeks**

### Ground 11

#### Persistent delay in paying rent

Whether or not arrears exist at the hearing, the tenant has persistently paid rent late. Evidence of payment history is essential.

**Notice: 2 weeks**

### Ground 12

#### Breach of tenancy obligation

The tenant has broken any obligation under the tenancy agreement other than the obligation to pay rent. Requires clear evidence of the breach.

**Notice: 2 weeks**

### Ground 14

#### Nuisance, annoyance or conviction

The tenant, or someone living in or visiting the property, has been guilty of conduct causing nuisance or annoyance to neighbours or has been convicted of a relevant offence.

**Notice: Immediate (after notice period)**

## 4 The Court Process Step by Step

### Step 1 — Gather your evidence before serving notice

Before serving a Section 8 notice, ensure you have documentary evidence to support the ground being relied upon. For arrears: rent statements and bank records. For anti-social behaviour: written complaints, police reports, witness statements. For landlord moving in: evidence of intent such as correspondence or planning documentation.

### Step 2 — Serve the Section 8 notice (Form 3)

Download the current Form 3 from gov.uk. Complete all required fields including the specific grounds relied upon and the date by which the tenant must vacate. Serve by a method that provides proof of delivery — recorded post, hand delivery with witness, or email if the tenancy agreement permits it. Keep a copy and proof of service.

### Step 3 — Wait for the notice period to expire

Do not issue a court claim until the notice period has expired. Notice periods run from the date of service, not the date of signing. If you are unsure of the service date, add buffer time. Issuing prematurely invalidates the claim.

### Step 4 — Issue a possession claim

File a possession claim at the County Court using Form N5 (general possession claim) and Form N119 (particulars of claim for possession). Pay the court fee. Claims involving rent arrears should include the full rent statement. The court will set a hearing date — typically 4 to 8 weeks after issue.

### Step 5 — Attend the hearing

Bring all evidence. For mandatory grounds, if the ground is proven the judge must grant possession. For discretionary grounds, be prepared to demonstrate why it is reasonable for possession to be granted. The judge may adjourn if evidence is insufficient.

### Step 6 — Enforce the order if necessary

If the court grants a possession order and the tenant does not leave by the specified date, apply for a warrant of possession. A court bailiff will then attend to enforce. Do not attempt to remove the tenant yourself — that is unlawful eviction.

#### Pre-Action Protocol

The Pre-Action Protocol for Possession Claims based on Rent Arrears requires landlords to take reasonable steps before issuing a claim — including providing a rent statement, discussing the arrears with the tenant, and considering a repayment plan. Failure to comply can result in the claim being stayed or costs being awarded against you.

## 5 Action Checklist: What to Do Now

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- Review all existing tenancies and your possession strategy**

Identify any tenancy where you may need to recover possession in the next 12 months. For each one, consider which Section 8 ground applies and what evidence you would need.

**Action: Book a review with your solicitor or letting agent**
- Update all Section 8 notice templates**

Ensure you are using the current Form 3 from gov.uk. Discard any old Section 21 or outdated Section 8 templates.
- Maintain a full rent payment record for every tenancy**

For Ground 8 and Ground 11 claims, your rent payment history is your primary evidence. Use a spreadsheet or property management software. Include dates, amounts and payment method.
- Log all tenant communications in writing**

Complaints, repair requests, noise issues, breach notifications — keep a written record with dates. This is essential evidence for Grounds 12 and 14.
- Serve rent arrears notices early**

As soon as a tenant falls 1 month in arrears, issue a formal written notice of the outstanding amount and invite them to contact you. This satisfies Pre-Action Protocol requirements and builds your evidence trail.
- Brief your letting agent if you use one**

Confirm they are familiar with the new grounds, updated notice requirements, and are using current templates. Ask to see their Section 8 notice template.
- Consider clause 14 in new tenancy agreements**

Ensure your standard tenancy agreement clearly defines obligations that, if breached, would support a Ground 12 claim. Review with a solicitor if the agreement is older than 2024.
- For HMO landlords — review anti-social behaviour procedures**

Ground 7A is mandatory for serious anti-social behaviour. Ensure your tenancy agreement, house rules and complaint procedures are robust. Keep records of all incidents.

## 6 Key Dates and FAQs

### Key dates

2025	Renters' Rights Act receives Royal Assent
2026	Section 21 abolished — all new and existing tenancies affected
1 June 2026	Source of income discrimination prohibition comes into force
31 July 2026	Transitional court deadline for certain possession claims — monitor landlordinsights.co.uk
2027–28	Decent Homes Standard extension to private sector expected — commencement date TBC

### Frequently Asked Questions

#### Can I still evict a tenant who simply isn't looking after the property?

Yes, but you need a ground. Persistent breach of tenancy obligations (Ground 12) covers damage and failure to maintain the property. You will need evidence of the breach and ideally prior written warnings to the tenant.

#### What if my tenant's arrears drop below 2 months before the hearing?

Ground 8 fails if arrears fall below the 2-month threshold at the date of the hearing. You should also plead Grounds 10 and 11 in the same notice as a fallback — this is standard practice.

#### Do I have to go to court every time now?

Yes. The accelerated possession procedure, which allowed landlords to obtain a possession order without a hearing in Section 21 cases, is no longer available. All possession claims will require a court hearing.

#### Can I ask a tenant to leave at the end of a fixed term?

No new fixed-term tenancies can be created. If you have an existing fixed-term tenancy, when it expires it becomes a periodic tenancy automatically. You cannot serve notice simply because a term has ended — you need a Section 8 ground.

### Stay Ahead of Every Change

Landlord Insights monitors 140 local authorities across England, Wales, Scotland and Northern Ireland for regulatory changes, enforcement actions and legislative updates — delivering a weekly briefing every Monday morning so you never miss a deadline.

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