

## Section 21 → Section 8 Transition Cheatsheet

One-page reference for the transition under the Renters' Rights Act 2025 (England)

**Key date:** Section 21 was abolished on **1 May 2026**. No new Section 21 notices can be served after this date. All existing ASTs automatically converted to periodic tenancies.

### Mandatory Grounds (Court Must Grant Possession)

Ground	Basis	Notice period	Key conditions
1	Landlord wishes to sell	4 months	Cannot use in first 12 months of tenancy. Only one use per property per 12 months.
1A	Landlord or family member wishes to move in	4 months	Cannot use in first 12 months. Landlord must have given prior written notice of this ground at tenancy start.
2	Mortgage lender requires possession	2 months	Mortgage predates the tenancy. Lender exercising power of sale.
6	Intention to redevelop	4 months	Cannot use in first 12 months. Works must be substantial and cannot be done with tenant in situ.
6A	Compliance with enforcement action	2 months	Property subject to an enforcement notice that prevents continued letting.
7	Death of tenant (periodic)	2 months	Must be served within 12 months of the tenant's death.
8	Serious rent arrears	4 weeks	At least 3 months' rent outstanding at notice date AND at hearing date.

### Discretionary Grounds (Court May Grant Possession)

Ground	Basis	Notice period	Key conditions
10	Some rent arrears	4 weeks	Any rent outstanding. Court has discretion on reasonableness.
11	Persistent delay in paying rent	4 weeks	Pattern of late payment, even if arrears not currently outstanding.
12	Breach of tenancy terms	2 weeks	Any obligation of the tenancy (other than rent). Must be ongoing or likely to recur.
13	Waste / neglect	2 weeks	Tenant has caused deterioration of the property or common parts.
14	Nuisance or illegal use	2 weeks (immediate in severe cases)	Anti-social behaviour, nuisance, criminal activity. Court considers severity.
14A	Domestic abuse	2 weeks	Partner has left due to violence; tenancy transferred or to be transferred.
17	False statement	2 weeks	Tenant (or someone acting on their behalf) induced the tenancy by a false statement.

### Transitional Rules

- Section 21 notices served **before 1 May 2026** with a valid expiry date remain enforceable — but the landlord must apply to court before the notice expires

- All assured shorthold tenancies (ASTs) automatically converted to **periodic tenancies** on 1 May 2026
- Fixed terms in existing ASTs are no longer enforceable — tenants can give **2 months' notice** at any time
- Rent increase provisions change: landlords must use the **Section 13 process** (formal notice, once per year, tenant can challenge at the First-tier Tribunal)

## What This Means in Practice

Old approach (Section 21)	New approach (Section 8)
No reason needed	Must cite a specific ground
2 months' notice	2 weeks to 4 months (varies by ground)
Court order near-automatic	Court exercises judgment; may refuse on discretionary grounds
Could be used during fixed term with break clause	Fixed terms abolished; periodic from day one
Deposit/licensing defences available to tenant	Deposit/licensing not a defence but still an obligation

**Anti-retaliatory protection:** Under the RRA, tenants can raise a defence that a Section 8 notice was served in retaliation for a complaint about the property's condition. Courts must consider this defence on Grounds 1, 1A, and 6.

**Wales:** The Renting Homes (Wales) Act 2016 already replaced ASTs with occupation contracts in December 2022. **Scotland:** Private residential tenancies replaced ASTs in December 2017 via the Private Housing (Tenancies) (Scotland) Act 2016.