Renting Homes

Understanding the possession action process: A guide for private landlords in Wales

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Who is this guide for?

This guide is for private landlords who are letting a house, flat or any part thereof under a Renting Homes standard occupation contract.

The guide will help you to understand what rights and responsibilities you have as a landlord when you need to use the courts to take possession of your property.

This guide does not cover leasehold, holiday lets or ‘resident landlords’ who let to lodgers.

Links
This guide is best viewed online as it contains hyperlinks. If you are reading this on a computer or other device, you can click on the links to go to other websites with more detailed information, or to a later section in the document. They are coloured and underlined like this.

An overview of the possession action process

Before taking steps to recover possession of your property, you should consider discussing any underlying problems with the contract-holder, either directly or through a mediation service, and try to resolve these without recourse to court action. This could save you time and money. See Do you need to take court action? for more information and advice on how to resolve problems with your contract-holder without needing to go to court.

Stage 1 Serve a notice of seeking or requiring possession– see here for more information

Give your contract-holder a relevant notice under Part 9 of the Renting Homes (Wales) Act 2016, specifying the date by which you would like your contract-holder to leave your property.

A complete list of the relevant notices and notice periods is at Annex A.

Stage 2 Make a possession claim – see here

If your contract-holder does not leave by the date specified in the notice, you can apply to the court for a possession order. The contract-holder can submit a defence to the court. In the defence, the contract-holder may put forward legal reasons why a possession order should not be made, the contract-holder may put forward a counterclaim, or the contract-holder may ask for extra time to vacate due to extreme hardship. If a defence is received, the court will send you a copy.

If your claim is based on a section 171, 173, 186, 192 or 194 notice (see Annex A) and you have used the court's 'accelerated procedure', the judge can consider the claim documents, and any defence received, and make a possession order without a hearing taking place.

Stage 3 Before the Hearing - see here

The court will give you a date for the hearing and provide you with any further directions as necessary. You will need to send the court an electronic copy of all of the case documents and confirm that you have also provided these to the contract-holder.

Stage 4 – Attend the possession hearing - see here

There will be a possession hearing at which a judge will decide whether to make a possession order or give other case management directions.

Stage 5- Apply for a Warrant of Possession - see here

If a possession order was granted and the contract-holder does not leave by the date specified in the order, you can apply to the court for a Warrant of Possession. The contract-holder can apply to suspend the Warrant. A county court bailiff will enforce the Warrant and carry out the eviction.

How long will the court process take?

You can start court action as soon as the notice period ends. Generally, possession cases will be listed for a hearing within eight weeks as provided for within the Civil Procedure Rules. However, the overall timeliness of a case will vary dependent on individual circumstances, for example if your tenant raises a defence or there is an error with your claim. Most cases do not progress through all five stages; for example, the tenant may vacate the property voluntarily following the outcome of the possession hearing, meaning that it is not necessary to apply for a warrant to enforce a possession order

Do you need to take court action?

The majority of contract-holders will abide by the terms of their occupation contract and pay their rent on time. Most occupation contracts will end with the agreement of the landlord and contract-holder without the need to go to court. If you want your contract-holder to leave your property because your circumstances have changed or they have broken the terms of the occupation contract, you must follow strict procedures. If you do not, you may be guilty of illegally evicting or harassing your contract-holder.

Claiming possession through the court will cost between £400 and £500, not including legal fees, and will take time to resolve. Seeking possession through the courts should only be used if and when you have tried all other means of resolving your situation. These other means will most likely be quicker and cheaper. You should communicate with your contract-holder directly to discuss problems such as rent arrears or anti-social behaviour as openly and frankly as possible, and to try to find a solution which works for you both. For more information, see the sections in this guidance on 'What to do if your contract-holder is in rent arrears' and 'What to do if your contract-holder is committing anti-social behaviour'.

Where possible and appropriate, we would encourage landlords to consider alternative dispute resolution such as mediation to reach a mutually acceptable agreement to resolve disputes, without the matter needing to go to court. There are several services available in the market, such as TDS Resolution, PRS Mediation Service and Resolve by Flatfair, which specialise in resolving disputes in the private rented sector, which you may wish to consider.

You may be able to access other services which facilitate the resolution of disputes between contract-holders and landlords. There is no single list of organisations or schemes offering dispute resolution in specific areas, but you can check by:

- asking your local authority: some local authorities offer free of charge specialist support for landlords who are considering serving a notice of possession (you can find your local authority using this tool;
- searching online;
- asking a consumer advice service such as Citizens Advice; or,
- consulting a legal professional.

You can find more information about what mediation is and how it works at the Civil Mediation Council's website, and you can also search for a mediator in your area: http://www.civilmediation.justice.gov.uk/

You can also access the Housing Ombudsman Service for training on dispute resolution if you are a member. If you would like more information on this, please visit this link: https://www.housing-ombudsman.org.uk/

In some cases, making a claim for possession may be difficult to avoid, for instance if your contract-holder is building up rent arrears and refusing to communicate with you, or if you need to move into the property and are unable to reach a voluntary agreement with the contract-holder to end the tenancy. However, it is important that court time is put to the best possible use. You should use the court process only as a last resort.

If you do need to apply to the Court to claim possession of your property we would strongly advise you to seek legal advice before proceeding.

What to do if your contract-holder is in rent arrears

You should attempt to resolve any issues with rent arrears with your contract-holder before issuing a notice or claim for possession. If your contract-holder has built up rent arrears, you should communicate with them in the first instance to gather more information about their personal circumstances and how they may be able to pay off their arrears.

An early conversation between you and your contract-holder can help to agree a plan if your contract-holder is struggling to pay their rent. This can include reaching a temporary agreement not to seek possession action for a period of time and instead accept a lower level of rent or agree a plan to pay off arrears at a later date. It is likely to be cheaper to accept a slightly lower rate of rent, rather than arranging for a new contract-holder to move in.

You are also encouraged to consider mediation. Mediation allows an independent third-party to assist those involved to reach a mutually acceptable agreement to resolve their dispute, without the matter needing to progress through court. This includes agreeing to a rent repayment plan. Mediation can be quicker and cheaper than court action.

There are several services, as well as individual mediators, available in the market who specialise in resolving disputes in the private rented sector. Examples of mediation services include TDS Resolution, PRS Mediation Service and Resolve by Flatfair.

You may be able to access other services which facilitate the resolution of disputes between contract-holders and landlords. There is no single list of organisations or schemes offering dispute resolution in specific areas, but you can check by:

- asking your local council: some local authorities offer free of charge specialist support for landlords who are considering serving a notice of possession (you can find your local council using this tool);
- searching online;
- asking a consumer advice service such as Citizens Advice; or,
- consulting a legal professional.

You can find more information about what mediation is and how it works at the Civil Mediation Council's website, and you can also search for a mediator in your area: http://www.civilmediation.justice.gov.uk/

If you are a member, you can also access the Housing Ombudsman Service for training on dispute resolution. If you would like more information on this, please visit this link: https://www.housing-ombudsman.org.uk/

What to do if your contract-holder is engaging in anti-social behaviour

In some circumstances, you may need to act because your contract-holder is committing anti-social behaviour. This could be more minor disruptive behaviour (for example against housemates or neighbours in a House of Multiple Occupation), or it could be serious and/or criminal. Whilst possession action is one method of resolving such issues, there are alternative courses of action which you may wish to consider prior to, or instead of, serving a notice requiring or seeking possession.

You should always act carefully when negotiating with contract-holders who are accused of anti-social or disruptive behaviour. Take care not to jeopardise your own or others' safety and take advice from the appropriate source (for example, a solicitor, your local authority or the police), if you are unsure how to proceed.

Some disruptive behaviours could be resolved through a frank and full discussion by the parties involved. You should talk to or write to your contract-holder in the first instance, informing them of the complaints which have been made against them and making clear that their behaviour is unacceptable. You should keep a record of the conversation. If this does not work, you must give the contract-holder a final warning and make a record of this.

Sometimes, a contract-holder is not the right fit for the property, particularly in a House of Multiple Occupation, for example if they do not get on with their housemates. You may wish to discuss ending the occupation contract by mutual consent. However, you must not harass or force the contract-holder to leave without following the formal possession process.

When responding to severe instances of anti-social behaviour, it may be worth bearing in mind that the police, local authorities and other local agencies have a range of flexible tools and powers that they can use to respond quickly and effectively to anti-social behaviour, as provided by the Anti-Social Behaviour, Crime and Policing Act 2014. These include:

- Civil Injunctions which are available to the police, local authority and other local agencies on application to the courts and can impose restrictions or positive requirements on individuals who have engaged or threatened to engage in anti-social behaviour in order to prevent them from engaging in this behaviour;
- Community Protection Notices which can be used by the police or the local authority to deal with ongoing problems or nuisances which are having a persistent or continuing and detrimental effect on the quality of life of those in the locality.
- A Closure Power which the police and local authorities can use to close premises of which use has resulted in, or is likely soon to result in, nuisance and disorder; and
- Criminal Behaviour Orders which can be issued by a court and impose restrictions or positive requirements on an individual convicted of a previous

criminal offence, who has engaged in behaviour that has caused, or was likely to cause, harassment, alarm or distress.

You should consider contacting your local authority or the police in the first instance. If a criminal offence, such as criminal damage or assault, has taken place you should contact the police straight away.

If, having tried alternative means of resolving anti-social behaviour being perpetrated by a contract-holder, you feel that you have no option but to seek possession, you may make a possession claim on the ground that the contract-holder has breached their contract. You must first give the contract-holder a possession notice specifying a breach of section 55 (anti-social behaviour and other prohibited conduct) of the Renting Homes (Wales) Act 2016. The possession claim may be made on or after the day on which you give notice.

Breach of contract is a discretionary ground, which means that you need to bring forward evidence to prove that the anti-social behaviour has taken place and, if the court is satisfied by the evidence, it will take all of the circumstances into account and will decide if it is reasonable to grant possession.

Stages of the possession process

Stage 1: Serving a notice of possession

Some types of notice can only be given if you have a reason which corresponds with a specific ground for possession; for instance, a breach of contract. The grounds for possession together with the minimum notice periods, are summarised in Annex A.

Other types of notice can be given without specifying a ground for possession. The circumstances in which such notices can be given, together with the minimum notice periods, are also set out in Annex A

In addition, the type of notice you give will also determine whether any subsequent claim to the court is made on mandatory or discretionary grounds Mandatory grounds are grounds where the judge must order the contract-holders to leave your property if you can prove the ground. Examples include the serious rent arrears ground. Discretionary grounds are grounds where the judge will only order the contract-holders to leave your property if you can prove the facts which correspond with the ground and the judge considers it reasonable to make an order. Examples include breaches of the occupation contract such as anti-social behaviour. Fuller details of mandatory and discretionary grounds are set out in Annex A.

How to serve a notice

To give your contact-holder a possession notice, you must complete and give to them 'the relevant form'.

The relevant form for each type of notice is set out in Annex A. You must ensure that you complete the relevant form correctly.

You can get legal advice on how to fill in the relevant form and how to give it to your contract-holder. You may also choose to seek the advice of a professional association. The possession process in Court may be delayed if you do not fill out the form correctly.

A notice will only be valid if you have:

- Given your contract-holder the right amount of notice.
- Started court proceedings in time.
- Registered or obtained a licence under the Rent Smart Wales scheme.

In addition, notices under sections 173, 186 and 194 will only be valid if you have:

- In the case of a section 173 notice, allowed at least six months to elapse since the start of the original occupation date before giving notice.

- Protected the contract-holder's deposit in a government-approved deposit protection scheme and given the contract-holder information about how the deposit is held. You must provide the contract-holder with certain details about the deposit known as 'prescribed information'. This includes details of the deposit protection scheme, confirmation of the amount held, your contact details and information on how the contract-holder can get their deposit back when they leave.

- Provided the contract-holder with a written statement of their occupation contract in accordance with the 2016 Act, together with other prescribed information and documents such as a valid gas safety certificate if there is a gas installation in the property and an energy performance certificate.

- Complied with the requirements of the Renting Homes (Fitness for Human Habitation) (Wales) Regulations 2022.

- Obtained other licences from the local authority, if the property needed one, such as in HMO accommodation.

- Repaid to the contract-holder (or otherwise properly accounted for) any prohibited payments that you may have charged them. The law says that you are only allowed to take certain permitted payments. The list of prohibited or allowable payments is set out in the Renting Homes (Fees Etc.) (Wales) Act 2019 Guidance for landlords and agents.

Providing Proof of Service

You will need to be able to be able to show the court that you have served notice correctly and given the right amount of notice. This will assist the judge when making a decision on whether to grant a possession order. You should always check the occupation contract to see what methods of service it allows you to use – the methods mentioned below are the most common.

Keep a copy for yourself

You will need to provide a copy of the notice to the court as part of your application for possession. It is essential you retain a copy of the document for yourself. Take the copy once you have completed, signed and dated the notice.

Personal service on the contract-holder

If you are serving the notice on the contract-holder personally for example handing it to them, then the best way to prove the contract-holder has been served with the notice is to have them sign and date all copies of the notice (including your own). Alternatively, if they refuse to sign the notice but do accept the document, then you can fill out a certificate of service (N215) form and include that in any paperwork you send to the court.

Posting to the contract-holder

You can usually serve the notice by first class post or by another next day delivery service. Consider taking dated and timed photographs as evidence of posting. If you decide to use a tracked service, one that does not require a signature is best and you should retain the receipt. You can fill out a certificate of service (N215) form and include that in any paperwork you send to the court.

Leaving the notice at the property

It is always best to see whether the contract-holder is at home before putting the notice through the letterbox. If the contract-holder is present, you can serve the notice personally. If you are serving by posting through the letterbox, consider taking photographs or taking a witness with you. You can fill out a certificate of service (N215) form and include that in any paperwork you send to the court.

If you deliver the notice by hand, consider attaching a handwritten note or writing on the envelope, explaining, for example, what the notice means, why you have served it and, where appropriate, whether you are willing to come to an agreement with your contract-holder in preference to commencing court proceedings. This may encourage the contract-holder to answer and respond.

Stage 2: Making a claim for possession

If your contract-holder does not leave by the date specified in the notice, you can apply to the court for a possession order.

Standard possession claims

When using the paper-based application process

Fill in the paper standard possession claim form (N5) and the Particulars of Claim (Form N119) and post or deliver it to the county court that deals with housing cases for the area in which your contract-holder's property is located. You can find the details online on the Courts and tribunal website.

You can use this method if:

- you have served a notice on grounds other than rent arrears, or
- you have served a notice relating to rent arrears grounds but do not have access to or do not wish to use on-line facilities, or
- you have served a section 173 or section186 notice but the contract-holder owes you rent and you want the court to order possession and make a money order at the same time

It costs £404 to apply. Send a cheque made payable to 'HM Courts and Tribunals Service' to the court with your completed paperwork. You must provide the court with an additional copy of each of the documents you are submitting, for the court to serve upon your contract-holder, and you should keep a copy for yourself. If the contract is in joint names, you will need to send an additional copy for each person.

Important – you must complete the forms accurately and include the correct evidence to support your claim. If you do not, you may have to start the process again.

What happens next

The court will send you notice that the claim has been issued, and it will serve the claim upon your contract-holder, giving your contract-holder an opportunity to respond to the claim by submitting a 'defence'. You should keep the notice of issue safe as it shows the claim number which the court has assigned to your case (which you will need to quote in all future communications/documents) and gives you information about the next steps.

If your contract-holder submits a defence to the court, the court will serve you with a copy. The court will inform you of the date and time of the possession hearing.

Accelerated possession claims

You can apply for an accelerated possession order if your contract-holder has not left by the date specified in your Section171, 173,186, 192 or 194 notice and you're not claiming rent arrears. It costs £404.

If you want to claim rent arrears you can use either the:

- standard possession procedure, or
- accelerated procedure to get your property back, then make a separate court claim for the rent arrears

How to apply

Download and fill in the form for properties in Wales (N5B Wales) and send the completed form to the county court that deals with housing cases for the area in which your property is located.

Include a copy of the completed form and of any documents you have attached to it, for the court to serve upon your contract-holder (if it is a joint contract, send a copy for each person). Keep a copy of everything for yourself.

Important – you must complete the form and notice accurately and include the correct evidence to support your claim. If you do not, you may have to start the process again.

What happens next

The court will send your contract-holder a copy of your application and will give your contract-holder an opportunity to respond to the claim within a stated time (14 days). At the same time, the court will send you notice of issue of the claim. The notice of issue will give you the claim number which has been assigned to your case (which you will need to quote in future correspondence and documents) and it will inform you of the deadline given to your contract-holder for responding to the claim. At the bottom of the notice of issue is a 'written request for a possession order' form which you will need to complete and return to the court at a later date.

Your contract-holder may submit a defence to the court putting forward reasons why, in the contract-holder's view, you may not be entitled to possession. In that case:

- The court will send you a copy of the defence
- The court is likely to fix a date and time for a hearing
- You may wish to seek legal advice.

Your contract-holder may also submit a response to the court accepting that you are entitled to possession but asking for more time due to extreme hardship. In that case:

- The court will send you a copy of the response
- The judge may decide that the contract-holder should be given additional time the contract-holder to stay in the property, up to a maximum of 6 weeks or may decide to list the case for a hearing.

If your contract-holder does not respond to the court within the time allowed:

- You should complete the 'written request for a possession order' form (the bottom half of the notice of issue) and submit it to the court; after that
- A judge will consider your claim and, if satisfied, will make an order for possession.

Stage 3: What you need to do before the hearing

For cases where you are using the standard possession procedure, you will receive the date of the possession hearing, and any further directions as necessary.

You should promptly comply with any further directions to ensure the possession hearing is effective**.**

Stage 4: Possession hearings and orders

The Possession hearing

Court hearings for possessions are usually held in the county court that covers the area where the property is located. You should let the court know as soon as possible if you have any special requirements, for example if you need extra assistance to access the building.

Before attending court, it is important that you check the website on *what to expect when coming to a court or tribunal*.

You should bring copies of all the paperwork relevant to your claim to the possession hearing.

At the court hearing the judge might:

- adjourn the hearing - it will be moved to a later date
- dismiss your claim – your claim will have been unsuccessful for reasons which the judge must make clear
- make a possession order – which may either be 'outright' or 'suspended' depending on the grounds on which the order is made and the circumstances of the case as assessed by the judge.

The judge may adjourn the case if:

- the judge decides that there is insufficient time to hear the case on the day

- the judge decides that more information is needed
- the contract-holder is unable to attend court for valid reasons, for example a hospital admission

The judge may dismiss the case if:

- you have not followed the correct procedure
- you or your representative do not attend the hearing
- the judge does not believe that the conditions of the ground have been proved
- your contract-holder has paid any rent that was owed

If the judge dismisses the case, you will not be able to apply for enforcement. If the contract-holder has incurred legal costs in defending the claim, the judge may order you to pay those costs. Depending on the reason for dismissal, you may be able to continue to seek possession, but you would have to start the court process again, and you may need to serve a new notice before doing so. It may be in your interests to seek legal advice before taking any further steps.

Possession orders

The judge can make different kinds of possession order.

Outright possession order

This form of order requires your contract-holder to leave your property by a date specified in the order – the deadline for leaving is midnight on the specified date.

The date will usually be 14 to 28 days after the court hearing, although it could be shorter or longer. Where the order is made on a mandatory ground or under section 21, and if it is a case where the contract-holder would suffer extreme hardship, the judge can allow the contract-holder up to a maximum of 6 weeks.

Suspended and postponed orders for possession

A suspended order specifies a date for possession, but it also sets out conditions which your contract-holder is required to abide by. For example, a condition might be that your contract-holder pay the rent plus a stated amount towards the arrears each month. So long as your contract-holder keeps to the conditions, you will not be able to enforce the possession order. If your contract-holder breaches the conditions, you can request the court to issue a 'Warrant for possession' and the court bailiff will then arrange to carry out an eviction.

Postponed possession orders also permit a contract-holder to stay in the property so long as they abide by certain conditions; however, they do not include a specific date for when the contract-holder must leave the property. However, if your contract-holder breaches the terms of a postponed possession order, you can make an application to the court to get a fixed eviction date. The court decides whether there will be another hearing.

Possession orders with a money judgment

A judge can add a money judgment to any of the possession orders. This means your contract-holder owes a specific amount of money, usually made up of:

- the rent arrears
- court fees
- your legal costs.

Appealing against the decision

You may be able to appeal to a higher court if you have proper legal grounds – for example, if you can show that the decision was wrong because of a serious mistake or because the procedure was not followed properly. If you think this is the case at the end of the hearing, you should ask the judge for the reasons for the decision made and for permission to appeal. If the judge gives you permission, or if you continue to be concerned, you should seek legal advice urgently, as there is generally only a 21-day window for bringing an appeal. A solicitor who specialises in housing should be able to advise you whether you have grounds for an appeal and whether it is worth pursuing.

Stage 5: Warrants and bailiffs

You can ask the court for a 'warrant for possession' if your contract-holder does not leave your property by the date given in an order for possession, or does not abide by the conditions set out in a suspended order of possession. It costs £148.

If you originally issued your possession claim using the possession claim online service you can request the warrant directly through that service. Otherwise you must send the request and the fee to the court where the hearing was held.

Enforcement

A notice of the eviction appointment will be sent to the claimant (or their solicitors) and delivered to the property for the contract-holder. The notice will provide you with contact details, the claim number and the warrant number. Appointments will be scheduled with a minimum of 14 days' notice. The contract-holder may be able to apply to suspend the eviction (see Delaying Eviction below).

Your responsibilities after a Warrant has been issued

After the court issues a warrant for possession your contract-holder will receive an eviction notice stating a date and time at which the county court bailiff will attend to repossess the property. If the contract-holder does not leave before the appointment, the bailiff will carry out an eviction.

The court will send you a notice of the date and time of the bailiff's appointment to repossess the property on Form EX96.

You should confirm the appointment by completing and returning the tear-off slip on the EX96 form. You may also be asked to complete a risk assessment. This is very important as you need to let the bailiff know about any risks they may encounter when carrying out the eviction. Both forms must arrive at the court at least 3 working days before the appointment date, otherwise the appointment may be cancelled.

If there is any change to the risk or you become aware of anything that may impact the eviction, you must ensure that you inform the court. A call to the bailiff directly is recommended. That way the bailiff can plan and mitigation actions to try to ensure the eviction proceeds safely and quickly.

You (or your representative) must attend the bailiff's appointment, particularly as the bailiff may need instructions from you if the tenant does not cooperate. Wait for the bailiff outside the property and take a spare set of keys with you, if you have them. You should not enter the property until the bailiff has indicated you may do so. You may want to arrange for a locksmith to attend as well – to help the bailiff gain entry, if necessary, and to change the locks after the eviction.

The bailiff will follow the latest government guidance. They will conduct the eviction wearing Personal Protective Equipment (PPE and maintain social distancing,
If you have a warrant of possession but no longer require an eviction ot be carried out – for example, because your contract-holder has left the property and has cleared their possessions and returned their keys – you should let the court know as soon as possible that you do not want the eviction to go ahead. You must contact the court, quoting the relevant details, to let the bailiff know that attendance at the property is no longer required.

Transferring the warrant to the High Court

You may wish to consider applying for a High Court enforcement officer to evict your contract-holder. This will cost more, but you may get an eviction date sooner.

You can get a 'writ of possession' if you transfer the warrant from the county court to the High Court.

Before you transfer, you'll need to apply for permission from the county court if you do not already have it. It costs £123 plus a further £80 to seal a writ of possession as well as High Court enforcement officer's fees.

Delaying eviction

In both the county court and the High Court, a notice of eviction will be sent to your tenant at least 14 days before the eviction is due to take place.

Your contract-holder may be able to apply to the court for a ‘suspension’ of the warrant. The application will be listed for a hearing where a judge will decide whether it is lawful and reasonable to grant a suspension. The court will give you notice of this hearing and you should attend to protect your interests.

Harassment and illegal evictions

It is a crime to harass or try to force your contract-holders out of a property without following correct procedures. Your contract-holders might have the right to claim damages through the court if you do not follow the rules.

What is harassment?

Harassment can be anything you do or do not do that makes your contract-holders feel unsafe in your property or forces them to leave.

Harassment can include:

- stopping services, like electricity
- withholding keys, for example if there are two contract-holders in a property but you will only give one key
- refusing to carry out repairs
- antisocial behaviour by someone on your behalf, for example your friend moves in next door to your contract-holder and causes problems
- threats and physical violence

Illegal eviction

You may be guilty of illegal eviction if you:

- do not give your contract-holders the right amount of notice to leave your property
- change the locks
- evict your contract-holders without a court order

Further advice and information

National Representative bodies

- National Residential Landlords Association
- Guild of Residential Landlords

Help and Advice

- Get legal advice
- Find your nearest court that deals with housing possession
- Citizens Advice
- Further information about Renting Homes
- Money Advice Service

ANNEX A

Renting Homes (Wales) Act 2016

Possession notices and grounds for possession claims

Ground on which claim may be made	**Mandatory or discretionary**	**Section under which notice is served**	**Length of notice period**	**Form relevant to notice**
Breach of contract (section 157) Includes making a false statement inducing landlord to make contract (see section 158) and anti-social behaviour and other prohibited conduct	Discretionary	Section 159	None where anti-social behaviour or other prohibited conduct is involved One month in all other cases.	RHW23
Estate management grounds (section 160)	Discretionary	Section 161	One month	RHW23
Failure to give up possession on date specified in contract-holder's notice (170)	Mandatory (subject to any available defence based on contract-holder's Convention rights)	Section 171	None	RHW23
Landlord's notice given in relation to periodic standard contract (section 178)	Mandatory (unless retaliatory eviction: and subject to any available defence based on contract-holder's Convention rights)	Section 173	Six months (or until 1 June 2023, two months for converted contract)	RHW16 (RHW17)
Contract-holder under a periodic standard contract seriously in arrears with rent (section 181)	Mandatory providing court is satisfied contract-holder—	Section 182	Fourteen days	RHW20

	(a) was seriously in arrears with rent on day on which landlord gave notice, and (b) is seriously in arrears with rent on the day on which court hears possession claim (subject to any available defence based on contract-holder's Convention rights)			
Landlord's notice in connection with end of fixed term given (section 186)	Mandatory (subject to any available defence based on contract-holder's Convention rights)	Section 186	Two months	RHW22
Contract-holder under a fixed term standard contract seriously in arrears with rent (section 187)	Mandatory providing court is satisfied contract-holder— (a) was seriously in arrears with rent on day on which landlord gave notice, and (b)is seriously in arrears with rent on the day on which court hears possession claim (subject to any available defence based on contract-holder's Convention rights)	Section 188	Fourteen days	RHW20
Failure to give up possession on date specified in contract-holder's break clause notice (section 191)	Mandatory (subject to any available defence based on contract-holder's Convention rights)	Section 192	None	RHW23

Notice given under a landlord's break clause (section 199)	Mandatory (unless retaliatory eviction: and subject to any available defence based on contract-holder's Convention rights)	Section 194	Six months (two months for fixed term standard contract within Schedule 8A)	RHW24 (RHW25)
Notice given in relation to end of converted fixed term standard contract (para 25B(2) of Schedule 12)	Mandatory	Paragraph 25B(6) of Schedule 12	Two months	RHW38