

NOTICE ONLY PACK - PREVIEW

Jurisdiction: England

Notice Type: Section 173 Notice (No-Fault)

DOCUMENTS INCLUDED:

1. Service Instructions	Page 2
2. Compliance Checklist	Page 4
3. Next Steps Guide	Page 6

WHAT YOU GET:

- * Court-ready legal documents
- * Professional service instructions
- * Pre-service compliance checklist
- * Next steps guidance
- * Lifetime dashboard access
- * Free regeneration anytime

IMPORTANT: This is a PREVIEW ONLY

Complete purchase (£29.99) to download full unredacted documents.

All documents are editable and can be regenerated anytime.

Service Instructions for Section 21 Notice

Property: , ,

Tenant:

Notice Type: Section 21

Service Date: 16/12/2025

Expiry Date: 30/12/2025

⚠ CRITICAL: You must serve this notice correctly or it will be invalid. Incorrect service is the most common reason for court rejection.

How to Serve This Notice

Under the Housing Act 1988, you have several options for serving the notice. Choose the method that gives you the best evidence of service.

RECOMMENDED METHOD: Hand Delivery

- **Hand-deliver through the letterbox at**
- **Date:** Deliver on or after 16/12/2025
- **Witness:** Take a witness with you who can confirm delivery
- **Evidence:** Take a photo of the letterbox with the notice visible (or being pushed through)
- **Time:** Note the exact time of delivery
- **Witness Statement:** Get your witness to sign a statement confirming what they saw

✓ **Why this is best:** Clear evidence of when and where the notice was delivered. If the tenant denies receiving it, you have photographic proof and witness testimony.

Alternative Method 1: First Class Post

- **Send via Royal Mail First Class post**
- **Keep proof of postage receipt** (Royal Mail will provide this when you post)
- **Deemed served:** Notice is deemed served 2 days after posting (excluding Sundays and bank holidays)
- **Safety margin:** Add 2-3 extra days to your notice period if using this method

 **Note:** First class post is legally acceptable, but provides less certainty than hand delivery. The tenant can claim they never received it, and you'll only have proof of posting, not receipt.

Alternative Method 2: Recorded Delivery

- **Send via Royal Mail Recorded Delivery**
- **Tracking:** You'll receive a tracking number
- **Proof of delivery:** Royal Mail provides proof when it's delivered
- **Signature required:** Someone must sign for it

⚠ **Risk:** If the tenant refuses to sign or doesn't answer the door, the notice may not be deemed served. Use this method only if you're confident the tenant will accept it.

✖ **NOT RECOMMENDED: Email or Text**

- **Do NOT email or text the notice** unless your tenancy agreement specifically allows electronic service
- Most tenancy agreements do NOT allow electronic service
- If you email/text and the tenancy doesn't allow it, your notice is invalid
- You'll waste time and money and have to start again

Evidence You Must Keep

If you go to court, you must **prove you served the notice correctly**. The court will ask for evidence. Keep the following:

Service Evidence Checklist:

- ✓ Photo of notice being delivered (letterbox shot with notice visible)
- ✓ Witness statement (name, address, what they saw, signature)
- ✓ Proof of postage (if posted)
- ✓ Recorded delivery receipt (if used)
- ✓ Copy of the notice you served (this exact document)
- ✓ Date and time of service (written down immediately)
- ✓ Any correspondence with tenant acknowledging receipt

Witness Statement Template:

"I, [Witness Name], of [Witness Address], confirm that on [Date] at [Time], I witnessed [Your Name] hand-deliver a notice through the letterbox at [Property Address]. The notice was fully inserted into the letterbox and dropped inside the property. [Signature] [Date]"

What Happens After Service?

Waiting Period

After serving the notice, you must wait until the expiry date: **30/12/2025**

- The tenant does NOT have to leave immediately
- They have until the expiry date to leave voluntarily
- During this period, they should continue paying rent
- You cannot change the locks or force them out (this is illegal)

If They Leave Voluntarily

If the tenant leaves before or on the expiry date:

- ✓ Great! You've avoided court proceedings
- ✓ Do a final inspection with them present (if possible)

- ✓ Complete the check-out inventory
- ✓ Return their deposit within 10 days (if protected)
- ✓ Settle any disputes about deductions

If They Don't Leave

If the tenant is still in the property after **30/12/2025**:

- **DO NOT** change the locks (illegal eviction - you could face criminal charges)
- **DO NOT** remove their belongings (illegal)
- **DO NOT** harass them or cut off utilities (illegal)
- **DO** apply to court for a possession order

⚠ Court Application: You'll need to use Form N5 (standard possession claim) or Form N5B (accelerated procedure for Section 21 only). If you purchased the Complete Pack, these forms are included. Otherwise, you'll need to upgrade or obtain them separately.

Common Mistakes to Avoid

- **✗** Serving the notice too early (before arrears reach required level for your ground)
- **✗** Getting the expiry date wrong (too short or not aligned with rent period)
- **✗** Not keeping evidence of service
- **✗** Serving by email when the tenancy doesn't allow it
- **✗** Changing locks before getting a court order (illegal eviction)
- **✗** Not protecting the deposit before serving Section 21
- **✗** Missing compliance requirements (gas cert, EPC, How to Rent, etc.)

Legal Basis

Service Requirements: Housing Act 1988, Section 8 or Section 21 (depending on your notice type)

Proof of Service: Civil Procedure Rules, Part 6

Illegal Eviction: Protection from Eviction Act 1977

Important: This is guidance only and does not constitute legal advice. If you're unsure about any step, consult a solicitor or legal advisor.

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Compliance Checklist - Pre-Service Checks

✓ Pre-Service Compliance Check

Complete this checklist BEFORE serving your notice. Missing any of these requirements could invalidate your notice and waste months of time and court fees.

Property: ,

Tenancy Start Date:

Notice Type: Section 8 (Fault-Based)

Critical Compliance Requirements

1. Deposit Protection

- ✓ Not a blocker for Section 8

Note: Deposit not protected, but this doesn't prevent Section 8 proceedings. However, you should still protect it to avoid fines (up to 3x deposit amount).

Evidence Required:

- Certificate of deposit protection from scheme
- Copy of prescribed information served to tenant
- Proof of service (email or letter with proof of posting)

2. Gas Safety Certificate

 Should be compliant

Note: Gas safety certificates are legally required regardless of eviction route. Ensure you have one and have served it to the tenant.

Evidence Required:

- Copy of gas safety certificate (issued within last 12 months)
- Proof you served it to the tenant (email or letter with proof of posting)

3. Energy Performance Certificate (EPC)

 Should have been provided

Note: EPCs are legally required before any new tenancy. Ensure you have one.

Evidence Required:

- Copy of valid EPC (issued within last 10 years)
- Proof you served it to the tenant

4. "How to Rent" Guide

⚠ Should have been provided

Note: The "How to Rent" guide should have been given at the start of the tenancy. Download from: [gov.uk](https://www.gov.uk)

Evidence Required:

- Copy of the How to Rent guide (version given to tenant)
- Proof of service (email or letter with proof of posting)

Pre-Service Checklist Summary

Before serving your Section 8 notice, confirm:

Deposit is protected (and prescribed info served)

Gas safety certificate is current and served

EPC is valid (rating E or above) and served

"How to Rent" guide was served

All evidence of service is saved and accessible

Tenancy agreement is signed and valid

Notice is filled out correctly with accurate dates

⚠ FINAL CHECK: If ANY of the above requirements are not met for Section 21, DO NOT serve the notice. It will be invalid and you'll waste time and court fees. Either fix the compliance issues first, or use Section 8 instead (which has fewer compliance requirements).

Legal Basis: Housing Act 1988, Housing Act 2004 (HMOs), Energy Efficiency Regulations 2015, Tenancy Deposit Protection Regulations 2007

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Next Steps Guide - After Serving Your Notice

Notice Type: Section 8 (Fault-Based Eviction)

Service Date: 16/12/2025

Notice Expiry Date: 30/12/2025

Property: ,

i What Happens Next: You've served your notice. Now you wait until the expiry date. If the tenant doesn't leave voluntarily, you'll need to apply to court for a possession order. This guide explains the complete timeline and process.

Complete Timeline

NOW → 30/12/2025: Waiting period. Tenant should leave voluntarily.

30/12/2025: Notice expiry date. Tenant should vacate by end of this day.

Day After Expiry: If tenant hasn't left, you can apply to court (do NOT change locks).

2-3 Weeks Later: Court hearing date set.

4-8 Weeks Later: Court hearing. Judge makes decision.

2 Weeks After Hearing: If possession granted, tenant gets 14 days to leave (or 28 days if judge extends).

If Still There: Apply for bailiff warrant (£130 fee). Bailiff evicts tenant.

Total Timeline Estimate: 8-16 weeks from notice expiry to tenant physically removed (if they don't leave voluntarily).

Scenario 1: Tenant Leaves Voluntarily ✓

Best Case Scenario: The tenant leaves on or before 30/12/2025. You avoid court proceedings, save money, and regain possession quickly.

What to Do:

- **Arrange final inspection:** Schedule with tenant if possible (gives them chance to clean/repair)
- **Check inventory:** Compare move-out condition to move-in inventory
- **Take photos:** Document property condition thoroughly
- **Collect keys:** Get all keys, fobs, garage remotes, etc.
- **Check utilities:** Take final meter readings, close accounts if in your name
- **Return deposit:** Within 10 days if deposit protected, or immediately if not
- **Handle deductions:** If deducting for damages, follow deposit scheme dispute process

⚠ Deposit Deductions: You can only deduct for legitimate damages or unpaid rent. Normal wear and tear is NOT deductible. If you make unfair deductions, the tenant can challenge you through the deposit scheme and you could lose.

Scenario 2: Tenant Doesn't Leave

⚠ CRITICAL: If the tenant is still in the property after 30/12/2025, DO NOT change the locks, remove their belongings, or cut off utilities. This is illegal eviction and you could face criminal charges, fines up to £50,000, and the tenant could sue you for damages.

What to Do Instead:

You MUST apply to court for a possession order. Here's how:

Step 1: Choose Your Court Form

Section 8 - Standard Procedure Only:

You must use Form N5 (standard possession claim). There is no accelerated procedure for Section 8.

Step 2: Gather Required Documents

You'll need to submit the following with your court application:

- ✓ Completed court form (N5 or N5B)
- ✓ Copy of tenancy agreement
- ✓ Copy of the notice you served (Section 8 or Section 21)

- ✓ Proof of service (photos, witness statement, recorded delivery receipt)
- ✓ Rent account showing arrears (if Section 8 for rent arrears)
- ✓ Any other evidence supporting your claim

Step 3: Pay Court Fees

Court Fees (England & Wales):

Item	Cost
Possession claim (Form N5)	£355
Accelerated procedure (Form N5B)	£355
Bailiff warrant (if needed later)	£130
Total Estimate	£355 - £485

Note: You can claim these fees back from the tenant if you win, but actually collecting them may be difficult if they have no money.

Step 4: Submit to Court

- **Online:** Some courts accept online submissions via HMCTS portal
- **Post:** Send to your local county court (find via gov.uk/find-court-tribunal)
- **In Person:** Hand deliver to court office during business hours

Processing Time: Court will usually acknowledge within 2-5 working days and set a hearing date within 4-8 weeks.

Step 5: Prepare for Court Hearing

Section 8 hearings are usually scheduled 4-8 weeks after application. You MUST attend (or have a representative attend).

What to Bring to Hearing:

- ✓ All evidence (original documents + 3 copies)

- ✓ Witness statements (if applicable)
- ✓ Photos of property damage (if claiming for that)
- ✓ Rent account ledger showing arrears
- ✓ Copy of notice and proof of service
- ✓ Any correspondence with tenant

What Happens at Hearing:

1. Judge reviews your evidence
2. Tenant can defend (rare, but they might claim you didn't serve properly or notice invalid)
3. Judge asks questions
4. Judge makes decision (usually same day)

Success Rate: If you've followed all steps correctly and have proper evidence, possession is usually granted.

Step 6: After Possession Order Granted

If judge grants possession, the tenant gets:

- **14 days to leave** (standard)
- **28 days to leave** (if judge grants extended time due to hardship)
- **42 days maximum** (in exceptional circumstances)

 **Still Can't Force Them Out:** Even with a possession order, you still can't change locks or force the tenant out yourself. If they don't leave by the court-ordered date, proceed to Step 7.

Step 7: Apply for Bailiff Warrant (If Needed)

If tenant still hasn't left after the possession order deadline:

- **Fill in Form N325:** Request for bailiff warrant
- **Pay £130 fee**
- **Submit to court**

- **Wait 2-4 weeks:** Bailiff appointment scheduled
- **Eviction Day:** County court bailiff physically removes tenant and their belongings

i Bailiff Eviction: Only a county court bailiff can physically evict someone. They will attend the property, remove the tenant and possessions, change the locks, and hand keys to you. The tenant's belongings are typically left on the street (unless weather is very bad, in which case they may be stored for a short period).

Costs Summary

PREVIEW - Complete Purchase (E29.95)

Stage	Cost	Timeline
Notice Only Pack	£29.99	Immediate
Serve notice & wait	£0	2-8 weeks (depending on ground)
Court application (N5/N5B)	£355	4-8 weeks to hearing
Bailiff warrant (if needed)	£130	2-4 weeks to eviction
Total (if tenant doesn't leave)	£514.99	8-20 weeks total

Can you claim costs back? Yes, you can request the court orders the tenant to pay your costs. However, actually collecting is difficult if they have no money. Don't rely on recovering costs.

Upgrade to Complete Pack

 **Need Court Forms?**

If your tenant doesn't leave voluntarily, you'll need court forms (N5, N5B, N119) and additional documents (witness statements, particulars of claim, etc.).

Complete Pack Includes:

- ✓ Everything in Notice Only Pack
- ✓ N5 claim form (pre-filled)
- ✓ N5B accelerated procedure form (pre-filled, Section 21 only)
- ✓ N119 particulars of claim
- ✓ Witness statement template
- ✓ Evidence checklist for court
- ✓ Hearing preparation guide

Price: £79.99 (save time and ensure court-ready documents)

Key Reminders

- ✓ **Never illegally evict:** No changing locks, removing belongings, or cutting utilities
- ✓ **Keep all evidence:** Photos, receipts, correspondence, proof of service
- ✓ **Attend all court hearings:** Failure to attend usually means automatic loss
- ✓ **Follow court timelines:** Miss a deadline and you may have to start over
- ✓ **Be professional:** Don't argue with tenant, let court handle it
- ✓ **Document everything:** Assume you'll need to prove everything in court

Legal Basis: Housing Act 1988, Civil Procedure Rules, Protection from Eviction Act 1977

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Support: For questions or assistance, visit our help center or contact support.