

NOTICE ONLY PACK - PREVIEW

Jurisdiction: England

Notice Type: Section 21 Notice (No-Fault) - England

DOCUMENTS INCLUDED:

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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.

Form 6A

Notice seeking possession of a property let on an Assured Shorthold Tenancy

Housing Act 1988 section 21(1) and (4) as amended by section 194 and paragraph 103 of Schedule 11 to the Local Government and Housing Act 1989 and section 98(2) and (3) of the Housing Act 1996

IMPORTANT NOTES FOR LANDLORDS

Please write clearly in black ink or type. If this form is completed incorrectly or the information is incomplete, it may not be valid. **Before completing this form:** - Make sure the property meets all legal requirements for an Assured Shorthold Tenancy (AST) - Check that you have complied with all legal obligations (deposit protection, gas safety, EPC, etc.) - Ensure you are not serving this notice in retaliation for a legitimate complaint **This form must be used for all:** - Assured Shorthold Tenancies created on or after 1 October 2015 - Periodic tenancies which started before 1 October 2015 if they have been served a section 21 notice on or after 1 October 2015 **You cannot use this form if:** - The tenancy started before 1 October 2015 AND it is a fixed-term tenancy (use Form 3 instead) - You have not met all your legal obligations as a landlord

To: (Name(s) of tenant(s)/licensee(s))

Bob Tenant

Of: (Address of premises)

321 Renter Lane Manchester M2 3PQ

From: (Name(s) of landlord(s)/licensor(s))

Sarah Landlord

Address(es) of landlord(s)/licensor(s)

789 Owner Avenue Manchester M1 1AD

1. THIS IS A NOTICE TO YOU THAT I/WE REQUIRE POSSESSION OF:

321 Renter Lane Manchester M2 3PQ by: **31 December 2025**

2. This notice is given under section 21(4) of the Housing Act 1988.

You must leave the property on or before the date shown in section 1 above. I/we can only give you this notice to leave after your fixed-term tenancy has ended or if you never had a fixed-term tenancy. The date given above is at least two months after the date this notice is given to you, and, if applicable: Is the first anniversary of the start of your original tenancy or the first anniversary of the start of a subsequent tenancy, if you have been given a new tenancy in the last year Is the first anniversary of the start of your original tenancy or the first anniversary of the start of a subsequent tenancy, if you have been given a new tenancy in the last year Your tenancy started on: **2020-06-01**
The first anniversary is: **1 June 2021**

3. INFORMATION ABOUT TENANCY DEPOSIT SCHEMES

If you paid a tenancy deposit to your landlord on or after 6 April 2007 they must have protected the deposit in a tenancy deposit scheme (sometimes called a "TDP scheme"). The landlord must also have given you "prescribed information" about the deposit and the scheme protecting it. **No deposit was paid for this tenancy.** If you have any questions about whether your deposit has been protected, please contact your landlord. The prescribed information that landlords must give to tenants about their deposit can be found at: www.gov.uk **Tenancy deposit protection schemes** There are three tenancy deposit protection schemes: 1. **Deposit Protection Service (DPS)** - Website: www.depositprotection.com - Telephone: 0330 303 0030 - Email: help@depositprotection.com 2. **MyDeposits** - Website: www.mydeposits.co.uk - Telephone: 0333 321 9401 - Email: info@mydeposits.co.uk 3. **Tenancy Deposit Scheme (TDS)** - Website: www.tenancydepositscheme.com - Telephone: 0300 037 1000 - Email: deposits@tds.gb.com

4. INFORMATION FOR LANDLORDS: GROUNDS FOR POSSESSION

After the date shown in section 1, court proceedings can be brought (without further notice) to recover possession of the property under section 21 (1) or (4) of the Housing Act 1988. **Important notes:** - This form must be served at least two months before the date for possession - The date for possession cannot be earlier than the end of any fixed term - The notice cannot be served during the first four months of the tenancy (calculated from the date the tenancy started, even if it has since become a periodic tenancy) - All legal requirements must be met for this notice to be valid

Legal requirements checklist:

Before serving this notice, ensure you have complied with ALL of the following (if applicable): Deposit protected in government-approved scheme (if deposit taken) Prescribed information given to tenant within 30 days Gas Safety Certificate provided at start and annually (if gas appliances) Energy Performance Certificate (EPC) provided (minimum rating E) How to Rent guide provided (latest version at start of tenancy) Property properly licensed (if HMO or selective licensing area) No prohibited fees charged (Tenant Fees Act 2019) Not served within 6 months of tenant requesting repairs or complaining to council Not served in first 4 months of tenancy Electrical safety inspection carried out (if tenancy started after 1 June 2020)

IMPORTANT: If you have NOT complied with all applicable requirements, this notice will be INVALID and the court will not grant possession.

5. INFORMATION FOR TENANTS: WHAT TO DO IF YOU RECEIVE THIS NOTICE

This notice requires you to give up possession of your home

It is very important that you read this notice carefully and take appropriate action. If you need help or advice, contact any of the organisations listed below.

What this notice means

Your landlord is giving you notice that they want you to leave the property. You must leave by 31 December 2025, which is at least two months from when you receive this notice. Your landlord does not have to give you a reason for asking you to leave.

What you need to do

Do not ignore this notice. If you do not leave by the date given, your landlord can start court proceedings to evict you. You will then have to pay additional costs. **1. Consider your options:** - Do you want to leave? If so, start looking for alternative accommodation now - Do you want to stay? If so, speak to your landlord - they may agree to extend your tenancy - Are you having trouble finding somewhere else to live? Contact your local council's housing department for help **2. Check if the notice is valid:** This notice may not be valid if your landlord has not: - Protected your deposit in a tenancy deposit scheme (if you paid a deposit) - Given you the prescribed information about your deposit - Provided you with a Gas Safety Certificate (if there are gas appliances) - Provided you with an Energy Performance Certificate (EPC) with a rating of at least E - Provided you with the How to Rent guide (latest version) - Properly licensed the property (if it's an HMO or in a selective licensing area) - The notice was served during the first 4 months of your tenancy - The

notice was served within 6 months of you requesting repairs or complaining to the council about the property **If you think the notice might not be valid, seek legal advice immediately.** **3. Respond to your landlord:** - Contact your landlord to discuss the notice - Confirm receipt of the notice in writing - Ask for clarification on anything you don't understand - If you believe the notice is invalid, tell your landlord why **4. Apply to your local council as homeless or threatened with homelessness:** Your local council has a duty to help prevent homelessness. Contact them as soon as possible, ideally before the date given in this notice. They can: - Give you advice on your housing options - Help you find alternative accommodation - Make a homelessness application (if eligible) - Provide temporary accommodation (if you qualify) **Do not wait until you are evicted** - it is harder to get help if you have actually been evicted. **5. Seek legal advice:** Free legal advice is available from: **Citizens Advice:** - Website: www.citizensadvice.org.uk - Phone: 0808 223 1133 (England) / 0808 223 1144 (Wales) **Shelter (Housing Charity):** - Website: www.shelter.org.uk - Phone: 0808 800 4444 - Emergency helpline (if threatened with homelessness within 48 hours): 0808 800 4444 **Law Centres Network:** - Website: www.lawcentres.org.uk **Legal Aid:** - Check if you qualify for free legal aid at: www.gov.uk/legal-aid **Local solicitors:** - Many solicitors offer a free initial consultation

What happens next

If you leave voluntarily: - Arrange an exit inspection with your landlord - Return all keys - Leave the property clean and in good condition - Take meter readings - Provide a forwarding address for your deposit return **If you do not leave:** Your landlord can apply to the court for a possession order. The court will: - Send you a court summons - Set a date for a hearing - Allow you to present your case At the hearing, if the landlord has met all legal requirements, the court will normally grant possession. The court may give you additional time (usually 14-42 days) to leave. If you still don't leave after a court order, your landlord can apply for bailiffs to evict you. This will add significant costs to the amount you owe.

Help with housing costs

If you are on a low income, you may be entitled to: **Universal Credit (including help with housing costs):** - Apply at: www.gov.uk/universal-credit **Housing Benefit:** - Contact your local council **Discretionary Housing Payment:** - Contact your local council for extra help with housing costs

Illegal eviction

Your landlord CANNOT: - Force you to leave without a court order - Change the locks - Remove your belongings - Harass or threaten you - Cut off utilities **This is illegal and is a criminal offence.** If your landlord does any of these things, call the police immediately and contact Shelter or Citizens Advice.

Your rights

You have the right to:

- Stay in the property until the date in this notice (or longer if the court orders)
- Defend any court proceedings
- Be represented at court (free legal aid may be available)
- Apply to suspend or delay any possession order
- Claim compensation if your landlord has not protected your deposit

6. DECLARATION BY LANDLORD

I/We declare that:

- I/we have read and understood the notes in section 4 above
- I/we have complied with all legal requirements
- The information given in this notice is correct to the best of my/our knowledge and belief
- I/we will not unlawfully evict or harass the tenant(s)
-

WARNING: Not all compliance requirements have been confirmed as met **Signed (Landlord):**

Name: Sarah Landlord Date: 2025-12-17

7. HOW TO SERVE THIS NOTICE

This notice must be served on the tenant(s) correctly:

Options for service:

1. **Personal service** - Hand the notice to the tenant personally
2. **Leaving at property** - Leave it in a sealed, addressed envelope at the property
3. **First class post** - Send by first class post to the tenant's last known address
4. **Email** - ONLY if the tenancy agreement specifically allows service by email

Important:

- Keep proof of service (certificate of posting, signed receipt, witness statement)
- The notice period begins from the date the notice is served, not the date it is prepared
- If sending by post, allow extra time for delivery

8. NOTES

⚠ PREVIEW DOCUMENT - NOT VALID FOR LEGAL USE This is a preview generated by Landlord Heaven. A final, legally valid Form 6A will be provided upon payment. This preview is for checking purposes only and should not be served on the tenant.

LEGAL DISCLAIMER

END OF FORM 6A

Service Instructions for Section 21 Notice

Property: 321 Renter Lane
Manchester
M2 3PQ

Tenant: Bob Tenant

Notice Type: Section 21

Service Date: 17 December 2025

Expiry Date: 31 December 2025

⚠ CRITICAL: You must serve this notice correctly or it will be invalid. Incorrect service is the most common reason for court rejection. Section 21 notices have strict compliance requirements.

Before You Serve - Compliance Requirements

Section 21 notices can be invalidated if you haven't met all compliance requirements. Check that you have:

- ✓ Protected the deposit in an approved scheme (if deposit taken)
- ✓ Given prescribed information to tenant within 30 days
- ✓ Provided How to Rent guide
- ✓ Provided valid Gas Safety Certificate (if applicable)
- ✓ Provided Energy Performance Certificate (EPC)
- ✓ Complied with licensing requirements (if applicable)

 **Deposit Protection:** If you haven't protected the deposit properly, you cannot serve a valid Section 21 notice until you comply with deposit protection requirements AND pay compensation to the tenant (1-3 times the deposit amount).

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 the property
- **Date:** Deliver on or after 17 December 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: **31 December 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 **31 December 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 can use either Form N5 (standard possession claim) or Form N5B (accelerated procedure). N5B is faster if the tenant doesn't dispute, but requires complete compliance with all Section 21 requirements. If you purchased the Complete Pack, these forms are included. Otherwise, you'll need to upgrade or obtain them separately.

Common Mistakes to Avoid

- ✗ Not protecting the deposit before serving the notice
- ✗ Serving before providing How to Rent guide
- ✗ Getting the expiry date wrong (must be at least 2 months and 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)
- ✗ Missing compliance requirements (gas cert, EPC, How to Rent, licensing)
- ✗ Serving within first 4 months of tenancy (only applies to new ASTs from October 2015)

Legal Basis

Service Requirements: Housing Act 1988, Section 21

Proof of Service: Civil Procedure Rules, Part 6

Illegal Eviction: Protection from Eviction Act 1977

Deposit Protection: Housing Act 2004, Sections 213-215

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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Section 21 Notice - Service and Validity Checklist

Purpose: Use this checklist to verify your Section 21 notice was served correctly and meets all validity requirements. Keep this checklist with your evidence file.

Notice Details

Landlord: Sarah Landlord

Landlord Address: 789 Owner Avenue
Manchester
M1 1AD

Tenant: Bob Tenant

Property Address: 321 Renter Lane
Manchester
M2 3PQ

Tenancy Start Date: 1 June 2020

Notice Service Date: 17 December 2025

Possession Date (two months from service): 31 December 2025

Service Evidence Checklist

Confirm you have collected and retained the following evidence of service:

- Original signed Section 21 notice (Form 6A)
- Copy of the notice served to tenant
- Date and time of service recorded
- Method of service documented (hand delivery / first class post / recorded delivery)
- Proof of service:
 - If hand delivered: Photo of letterbox with notice visible, witness statement
 - If posted: Proof of postage receipt from Royal Mail
 - If recorded delivery: Tracking number and delivery confirmation
- Witness details recorded (name, address, signature) if applicable
- Any correspondence from tenant acknowledging receipt

Keep All Evidence: You must prove service in court. Section 21 accelerated procedure requires clear evidence - without it, your claim will be rejected.

Validity Requirements (Housing Act 1988, Section 21)

Verify your notice meets these critical validity requirements:

- Notice uses correct form (Form 6A for AST tenancies)
- All mandatory fields completed (landlord name/address, tenant name, property address)
- Notice gives at least two months notice
- Possession date is end of a tenancy period or later
- Notice not served in first 4 months of tenancy (or first 6 months if deposit recently protected)
- Periodic tenancy: Possession date aligns with end of rent period
- Notice signed and dated by landlord or landlord's agent

⚠ CRITICAL PRE-SERVICE COMPLIANCE: Section 21 is invalid if these were not met BEFORE serving notice:

- Deposit protected in approved scheme (DPS, TDS, MyDeposits) within 30 days
- Prescribed information given to tenant within 30 days of receiving deposit
- Gas safety certificate provided (if property has gas appliances)
- Energy Performance Certificate (EPC) provided with rating E or above
- "How to Rent" guide provided (latest version from gov.uk)
- Property licensed if licensing required (selective/HMO licensing)

After Service

Post-service actions:

- Wait until possession date has passed: **31 December 2025**
- Do not change locks or remove tenant belongings (illegal eviction)
- Do not harass tenant or cut off utilities
- If tenant remains after possession date, apply to court using Form N5B (accelerated) or Form N5 (standard)
- Keep proof of service and all compliance evidence readily accessible for court

Legal Basis: Housing Act 1988, Section 21 (as amended by Deregulation Act 2015)

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