

# SERVICE INSTRUCTIONS

## Section 21 Notice

<b>Property:</b>	10 Downing Street, London, SW1A 2AA
<b>Tenant:</b>	Mrs Smith
<b>Notice Type:</b>	Section 21
<b>Service Date:</b>	10 February 2026
<b>Possession Date:</b>	14 July 2026

### 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.

## 1 Before You Serve - Compliance Requirements

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

### Pre-Service Compliance Checklist

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).

## 2 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: Hand Delivery

- **Hand-deliver through the letterbox** at the property
- **Date:** Deliver on or after 10 February 2026
- **Witness:** Take a witness with you who can confirm delivery
- **Evidence:** Take a photo of the letterbox with the notice visible
- **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: 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: 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

## 3 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.

Signed: \_\_\_\_\_

Date: \_\_\_\_\_ "

## 4 What Happens After Service

### Waiting Period

After serving the notice, you must wait until the date in section 2 of the notice: **14 July 2026**

- 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

### Voluntary Departure Checklist

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 **14 July 2026**:

### Do NOT

- Change the locks (illegal eviction - you could face criminal charges)
- Remove their belongings (illegal)
- 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.

## 5 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)

## 6 Legal Basis

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**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

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**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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