

NOTICE ONLY PACK - PREVIEW

Jurisdiction: England

Notice Type: Section 8 Notice (Fault-Based) - England

DOCUMENTS INCLUDED:

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3. Service and Validity Checklist	Page 7

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.

NOTICE SEEKING POSSESSION OF A PROPERTY LET ON AN ASSURED TENANCY OR
AN ASSURED AGRICULTURAL OCCUPANCY

Housing Act 1988, Section 8 as amended by Housing Act 1996

TO: Jane Tenant

OF: 456 Tenant Road
London
E1 6AN

FROM: John Landlord

ADDRESS: 123 Landlord Street
London
SW1A 1AA

1. DETAILS OF THE PROPERTY

The property which is the subject of this notice is:

**456 Tenant Road
London
E1 6AN**

2. DETAILS OF THE TENANCY

This notice relates to the tenancy which began on **01/01/2023**.

The tenancy is a periodic tenancy.

The current rent is **£1200** payable **monthly** on the **1st** of each month.

3. NOTICE TO TENANT

I/WE GIVE YOU NOTICE that I/we require possession of the property described above.

4. GROUNDS FOR POSSESSION

I/we are seeking possession on the following ground(s) set out in Schedule 2 to the Housing Act 1988 (as amended by the Housing Act 1996):

Ground 8 (MANDATORY)

Serious rent arrears (at least 8 weeks or 2 months)

Housing Act 1988, Schedule 2, Ground 8

Particulars of Ground 8:

Current arrears: £0.00

Required threshold: £2400.00 (2 months)

Ground 8 is NOT satisfied at this time.

5. EARLIEST DATE FOR POSSESSION PROCEEDINGS

The earliest date on which a court may make an order for possession is: 31/12/2025

This is calculated as 14 days from the date of service of this notice.

6. INFORMATION FOR TENANT

What This Notice Means

This is a formal legal notice that I/we intend to apply to the court for an order requiring you to give up possession of the property.

What You Should Do

1. Read this notice carefully - It tells you why possession is being sought and what grounds are being relied upon.

2. Seek advice immediately - Contact one or more of the following:

- Citizens Advice Bureau
- Shelter (housing charity)
- A solicitor (you may qualify for Legal Aid)
- Your local council housing department

3. Do not ignore this notice - If you do nothing, court proceedings will be started and you may have to pay the costs as well as giving up possession of your home.

4. Respond to the allegations - If you disagree with what is stated in this notice, get advice on how to defend the case.

Rent Arrears - Special Note

Help With Rent and Housing Costs

If you are having difficulty paying your rent:

- **Universal Credit** - May include help with housing costs. Apply at www.gov.uk/universal-credit
- **Housing Benefit** - If you are not on Universal Credit, you may be entitled to Housing Benefit
- **Discretionary Housing Payment** - Your local council may be able to provide additional help

Contact your local council immediately to discuss what help may be available.

Where to Get Help

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

National Debtline:

- Website: www.nationaldebtline.org

- Phone: 0808 808 4000

Local Council Housing Department:

- Contact your local council for advice on homelessness prevention

7. COURT PROCEEDINGS

If you do not leave the property by 31/12/2025, I/we may apply to the court for a possession order.

You will be sent:

- A copy of the court claim
- A defence form
- Information about the court hearing

You have the right to:

- Attend the court hearing
- Present your case to the judge
- Be represented by a solicitor (legal aid may be available)
- Ask for more time to leave if possession is granted

Court Costs

If possession is granted, you may be ordered to pay:

- The landlord's court fees
- The landlord's legal costs
- Any rent arrears
- Any damages for breach of tenancy

8. AFTER A POSSESSION ORDER

If the court grants a possession order:

1. **Outright Possession Order** - You must leave by the date specified by the court
 2. **Suspended Possession Order** - You can stay if you keep to the conditions (usually paying current rent plus an amount towards arrears)
 3. **If you don't leave** - The landlord can apply for a bailiff's warrant to evict you
 4. **Illegal eviction** - Your landlord cannot evict you without a court order and bailiff. It is a criminal offence for a landlord to force you to leave without following the proper legal process.
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9. OTHER INFORMATION

Deposit

Housing Benefit/Universal Credit

If you are not currently claiming housing benefit or Universal Credit, you should check whether you

are entitled to help with your rent.

10. DECLARATION

I/We declare that the information given in this notice is correct to the best of my/our knowledge and belief.

Signed: _____

Name: John Landlord

Date: 17/12/2025

11. NOTES FOR LANDLORDS

This notice must be served correctly to be valid:

1. **Personal service** - Hand it to the tenant personally
2. **Substituted service** - Leave it at the property in a sealed envelope addressed to the tenant
3. **Postal service** - Send by first class post to the tenant's last known address

Important:

- Keep proof of service (certificate of posting, witness statement, etc.)
- The notice period runs from the date the notice is served, not from the date it is prepared

- If relying on Ground 8, arrears must still meet the threshold at the court hearing date
 - Consider whether Alternative Dispute Resolution might resolve the issue without court proceedings
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END OF NOTICE

PREVIEW DOCUMENT - NOT FOR LEGAL USE

This is a preview generated by Landlord Heaven. A final, legally binding version will be provided upon payment.

Legal Disclaimer: This notice has been generated based on the information provided. While every effort has been made to ensure accuracy, this service does not constitute legal advice. You should seek independent legal advice before taking any action based on this document. Landlord Heaven is not responsible for any consequences arising from the use of this document.

Service Instructions for Section 8 Notice

Property: 456 Tenant Road
London
E1 6AN

Tenant: Jane Tenant

Notice Type: Section 8

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.

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'll need to use Form N5 (standard possession claim). 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)
- **✗** Missing compliance requirements (gas cert, EPC, How to Rent, etc.)

Legal Basis

Service Requirements: Housing Act 1988, Section 8

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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Section 8 Notice - Service and Validity Checklist

Purpose: Use this checklist to verify your Section 8 notice was served correctly and meets all validity requirements. Keep this checklist with your evidence file.

Notice Details

Landlord: John Landlord

Landlord Address: 123 Landlord Street
London
SW1A 1AA

Tenant: Jane Tenant

Property Address: 456 Tenant Road
London
E1 6AN

Tenancy Start Date: 1 January 2023

Notice Service Date: 17 December 2025

Earliest Possession Date: 31 December 2025

Grounds: 8

Service Evidence Checklist

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

- Original signed Section 8 notice (Form 3)
- 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. Without clear evidence, your claim may be dismissed even if the notice is otherwise valid.

Validity Requirements (Housing Act 1988, Section 8)

Verify your notice meets these validity requirements:

- Notice uses correct form (Form 3 or substantially similar)
- All mandatory fields completed (landlord name/address, tenant name, property address)
- Ground(s) for possession clearly stated with particulars
- Notice period is sufficient for the grounds claimed:
 - Grounds 1, 2, 5-7, 9, 16: Two weeks notice minimum
 - Ground 8 (serious rent arrears): Two weeks notice minimum
 - Ground 14 (ASB), Ground 14A (serious ASB): Immediate notice possible if not periodic
 - Other grounds: Two months notice minimum
- Periodic tenancy: Notice period calculated correctly from rent payment date
- Notice signed and dated by landlord or landlord's agent
- Mandatory ground claimed: Court must grant possession if ground is proven (Grounds 1-8)

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 N5 or N5B
- Keep proof of service readily accessible for court

Legal Basis: Housing Act 1988, Section 8 and Schedule 2

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