

# NOTICE ONLY PACK - PREVIEW

Jurisdiction: England

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

## DOCUMENTS INCLUDED:

1. Section 8 Notice (Form 3)	Page 2
2. Service Instructions	Page 5
3. Compliance Checklist	Page 7
4. Next Steps Guide	Page 9

## 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

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TO: Jane Tenant

OF: 456 Tenant Road  
London  
E1 6AN

FROM: John Landlord

ADDRESS: 123 Landlord Street  
London  
SW1A 1AA

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**1. DETAILS OF THE PROPERTY**

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The property which is the subject of this notice is:

\*\*456 Tenant Road  
London  
E1 6AN\*\*

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## 2. DETAILS OF THE TENANCY

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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.

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## 3. NOTICE TO TENANT

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

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## 4. GROUNDS FOR POSSESSION

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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.

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## 5. EARLIEST DATE FOR POSSESSION PROCEEDINGS

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**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.

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## 6. INFORMATION FOR TENANT

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### 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](http://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](http://www.citizensadvice.org.uk)
- Phone: 0808 223 1133 (England) / 0808 223 1144 (Wales)

#### Shelter (Housing Charity):

- Website: [www.shelter.org.uk](http://www.shelter.org.uk)
- Phone: 0808 800 4444

#### National Debtline:

- Website: [www.nationaldebtline.org](http://www.nationaldebtline.org)

- Phone: 0808 808 4000

**Local Council Housing Department:**

- Contact your local council for advice on homelessness prevention

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**7. COURT PROCEEDINGS**

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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

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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

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**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.

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## 10. DECLARATION

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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

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## 11. NOTES FOR LANDLORDS

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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**

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**PREVIEW DOCUMENT - NOT FOR LEGAL USE**

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

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**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:** 17/12/2025

**Expiry Date:** 31/12/2025

**⚠ 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

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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 456 Tenant Road
- **Date:** Deliver on or after 17/12/2025
- **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

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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?

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### Waiting Period

After serving the notice, you must wait until the expiry date: **31/12/2025**

- 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 **31/12/2025**:

- **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

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- **✗** 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

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**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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## 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:** 456 Tenant Road, London

**Tenancy Start Date:**

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

### Critical Compliance Requirements

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## 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

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**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:** 17/12/2025

**Notice Expiry Date:** 31/12/2025

**Property:** 456 Tenant Road, London

**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

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**NOW → 31/12/2025:** Waiting period. Tenant should leave voluntarily.

**31/12/2025:** 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 ✓**

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**Best Case Scenario:** The tenant leaves on or before 31/12/2025. 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

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**⚠ CRITICAL:** If the tenant is still in the property after 31/12/2025, 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):**

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

**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](http://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. For mandatory grounds (like Ground 8 with 2+ months arrears), judge MUST grant possession if proven.

## 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

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PREVIEW - Complete Purchase (E29.95)

<b>Stage</b>	<b>Cost</b>	<b>Timeline</b>
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
<b>Total (if tenant doesn't leave)</b>	<b>£514.99</b>	<b>8-20 weeks total</b>

**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

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 **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**

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- ✓ **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

**Generated:**

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