

## **Form 6A**

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

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**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**

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#### **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

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

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**Jane Tenant**

**Of: (Address of premises)**

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

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

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**John Landlord**

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

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**\*\*123 Landlord Street London SW1A 1AA\*\***

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

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\*\*456 Tenant Road London E1 6AN\*\* by: **2025-04-01**

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

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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**

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## **3. INFORMATION ABOUT TENANCY DEPOSIT SCHEMES**

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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](<http://www.gov.uk>) **Tenancy deposit protection schemes** There are three tenancy deposit protection schemes: 1. **Deposit Protection Service (DPS)** - Website: [www.depositprotection.com](http://www.depositprotection.com) - Telephone: 0330 303 0030 - Email: [help@depositprotection.com](mailto:help@depositprotection.com) 2. **MyDeposits** - Website: [www.mydeposits.co.uk](http://www.mydeposits.co.uk) - Telephone: 0333 321 9401 - Email: [info@mydeposits.co.uk](mailto:info@mydeposits.co.uk) 3. **Tenancy Deposit Scheme (TDS)** - Website: [www.tenancydepositscheme.com](http://www.tenancydepositscheme.com) - Telephone: 0300 037 1000 - Email: [deposits@tds.gb.com](mailto:deposits@tds.gb.com)

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## **4. INFORMATION FOR LANDLORDS: GROUNDS FOR POSSESSION**

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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.

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

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### **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 2025-04-01, 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](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 - Emergency helpline (if threatened with homelessness within 48 hours): 0808 800 4444 **Law Centres Network:** - Website: [www.lawcentres.org.uk](http://www.lawcentres.org.uk) **Legal Aid:** - Check if you qualify for free legal aid at: [www.gov.uk/legal-aid](http://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](http://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

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

Name: John Landlord Date:

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## 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

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## 8. NOTES

**Document Information:** Generated by: Landlord Heaven ([landlordheaven.com](http://landlordheaven.com)) Generated on: 2025-12-18T20:28:14.885Z Document Reference: DOC-MJBW7E05-GCRLNM

**Verification:** This Form 6A has been generated in accordance with The Assured Shorthold Tenancy Notices and Prescribed Requirements (England) Regulations 2015.

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## LEGAL DISCLAIMER

This notice has been generated based on the information you provided. While Landlord Heaven has taken care to ensure this form complies with current legislation, this service does not constitute

legal advice. **Important:** - You should verify that all information is correct before serving this notice - You should ensure you have met all legal requirements - An invalid notice may result in court proceedings being dismissed - You may wish to seek independent legal advice before serving this notice **Landlord Heaven is not responsible for any consequences arising from:** - Incorrect information provided by you - Failure to meet legal requirements - Changes in legislation after document generation - Court proceedings based on this notice For complex cases or if you are unsure about any aspect of this notice, **we strongly recommend seeking legal advice from a qualified solicitor.**

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**END OF FORM 6A**

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