

SECTION 8 NOTICE FOR LANDLORDS (INCLUDING RENT ARREARS EVICTION)

Please Note: The Renters' Rights Act 2025 is now law but some changes are planned to be rolled out over 2026 and beyond. This guidance is correct as of the 1st May 2026 and any further changes will be incorporated as and when they are implemented and more detail is available. You may wish to see our blog post on the changes [here](#) with a list of frequently asked questions.

Please note: The below guidance is applicable in England only.

We talk to many landlords who are experiencing problems with tenants and who may wish to evict a tenant due to breaches of the tenancy agreement. To evict a tenant for a breach of the tenancy, either during the fixed term or once the fixed term has expired, is known as a 'fault' eviction. The process starts with the issue of a section 8 notice. This is a reference to section 8 of the Housing Act 1988 as amended by the Renters Rights Act 2025 (RRA).

The RRA becomes law on the 1st May 2026, the main change introduced by the act is the abolition of the s21 notice or "non-fault" evictions which adds protection for tenants.

Please note: if you have entered into a new tenancy after the 1st May then a year must elapse before notice can be served for the "no fault grounds" of sale of the property or the landlord or relative wishing to live in the property (ground 1 and ground 1A). For other grounds involving "fault" such as rent arrears or anti-social behaviour there is no protected period.

The only reason that a landlord may seek possession is now what is referred to as "section 8". Section 8 details the types of reasons for which an eviction notice can be issued. These are wide ranging and numerous but divide into two groups:

- Mandatory
- Discretionary

Mandatory Grounds

If the facts of this type of reason are proved the court **must** order possession. This fulfils the mandatory requirement.

Listed below are the mandatory grounds that can be used on a section 8 notice and the relevant notice period that needs to be provided to the tenant for them to leave the property. These have been changed and enhanced substantially by RRA 2025. **The new grounds are set out in bold type below:**

We expect grounds 1, 1A and 8 to be the most used and other grounds will be used in specific circumstances, and we recommend taking legal advice to understand which grounds best apply.

1. If you require possession of the property for yourself or a close family member to move in – 4 months' notice. (cannot be used within the first 12 months of a tenancy).

1A. If you require possession to sell the property – 4 months' notice (cannot be used within 12 months of a new tenancy).

1B. If you are part of a rent to buy scheme, and the tenant has been offered an opportunity to buy at the end of the scheme which the tenant refuses – 4 months' notice.

2. The property is subject to a mortgage and mortgagee requires possession to sell the property – 4 months' notice.

2ZA-2ZD. If you are a sub-lessee you may be able to evict your tenant in certain circumstances. This

will only apply if you are an agricultural landlord, rent out supported accommodation or represent a company that a council owns half of or more. Take specific legal advice from our helpline on these conditions due to their complexity– 4 months’ notice.

4. This applies only to universities and colleges for student accommodation. It can be used if the property was rented to students within the last 12 months before the current tenancy began – 4 months’ notice

4A. If the property is a HMO, is rented to full-time students and is needed for a new group for the next academic year (between June and September) notice can be given. You must have warned tenants in advance. You cannot use this ground if the tenancy was agreed more than six months before it began - 4 months’ notice

5. The property is owned by a religious body, and they require possession for a minister of religion – 2 months’ notice.

5A-5H – If the property is linked to the tenants’ employment or is considered supported accommodation then these grounds allow for you to regain possession in certain circumstances. Please take specific legal advice on these grounds as they are complex – between 4 weeks and 2 months’ notice dependant on the ground relied on.

6. If you wish to demolish or reconstruct all or a substantial part of the property or carry out substantial works and the tenant cannot live there whilst the works are ongoing – 4 months’ notice.

6A. If the tenant is a social housing tenant and they have been housed in alternative accommodation and the property they were living in before was being or is being redeveloped – 4 months’ notice

6B. You could be ordered by the court to get possession if you been investigated for breaking the law, the court could also order compensation be paid to the tenant– 4 months’ notice

7. If the tenancy is inherited (under the rules of intestacy or a will) and the person inheriting did not live in the property before the tenant’s death, the landlord can apply for possession to

evict the new tenant within 12 months of the death of the original tenant – 2 months’ notice.

7A. If the tenant, or someone visiting had been convicted of a serious criminal behaviour or breached an antisocial behaviour order then this ground can be used to evict – no notice needed.

7B. If you have been issued a notice by the Secretary of State in writing that the tenant is disqualified to occupy the property due to their immigration status – 2 weeks’ notice.

8. If, at the date of the notice being served and the application to court is made the tenant is in at least 3 months or 13 weeks of rent arrears then notice can be served provided that the arrears are not due to a tenant failing to receive a Universal Credit payment – 4 weeks’ notice.

Discretionary Grounds

When a discretionary reason is used to evict a tenant there is no guarantee that, if established, the courts **may** grant possession of the property. Listed below are the discretionary grounds under section 8 of the Housing Act and the relevant notice required:

9. Suitable alternative accommodation is available for the tenant – 2 months’ notice.

10. The tenant owes some rent – 4 weeks’ notice.

11. The tenant repeatedly pays rent late – 4 weeks’ notice.

12. The tenant has breached an obligation of the tenancy (other than non-payment of rent) – 2 weeks’ notice.

13. The condition of the property has deteriorated due to the tenant – 2 weeks’ notice.

14. The tenant is guilty of conduct causing or likely to cause a nuisance – No notice is required. Proceedings could be issued on the same date as service.

14A. If the partner or someone living with the tenant has left the property and is unlikely to come back due to domestic abuse by the tenant then notice can be served – 2 weeks’ notice

14ZA. If the tenant or another adult living with them has been convicted of an offence during a riot then notice can be served – 2 weeks’ notice.

15. The tenant has allowed the condition of furniture to deteriorate - 2 weeks’ notice

17. If the tenant or their agent gave false information to gain the tenancy– 2 weeks’ notice.

18. If the tenant is in supported accommodation and does not engage with support - 4 weeks’ notice.

Please Note: Many of these grounds are complex and more information will need to be considered in order to assess whether they are appropriate, please see detailed guidance here ([Grounds for possession: guidance for landlords and letting agents - GOV.UK](#)) or call our legal helpline. Many of these grounds are not available to social landlords until 2027.

The Notice

For a notice to be issued under section 8 you need to use the prescribed form, which you can find [here](#). It is often referred to as a statutory [Form 3A](#). It is an approved form where the wording has been carefully drafted to make sure that the tenant understands it and the nature of the action being taken.

You will need to ensure:

- That you follow the instructions on the form carefully. Failure to complete the form correctly could lead to a claim for possession being dismissed.
- The correct ground(s) has been highlighted.

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- If you are seeking possession on more than one ground that all the relevant grounds are referenced.
- You use the precise wording for the ground as set out in the Housing Act and which you can access here ([Housing Act 1988](#)).
- If you are sending the notice by first class post, you allow 2 working days for postage, counting the first day after the day of posting.
- If you are giving the notice in person, you obtain signatures from the tenant or evidence it was posted through the letterbox.

The notice runs from the next day, if delivered to the tenant after 4.30pm.

Breathing Space ‘The Debt Respite Scheme’ and Rent Arrears

If an individual is struggling with debt, a regulated debt advisor may add them to the breathing space scheme. The breathing space could be a standard 60 day breathing space or a mental health breathing space which typically ends 30 days after the individual stops receiving mental health crisis support. If your tenant is in a period of breathing space you will not be able to serve a S8 notice for rent arrears.