

Notice Seeking Possession of A Property Let on an Assured Tenancy

This notice is the first step towards requiring you to give up possession of your home. You should read it very carefully.

- 1) To:
name and address of tenant

- 2) Your landlord intends to apply to the Court for an order requiring you to give up possession of:
address of dwelling

If you have an assured tenancy under the Housing Act 1988, which is not an assured shorthold tenancy, you can only be required to leave your home if your Landlord gets an order for possession from the Court on one of the grounds which are set out in Schedule 2 to the Act.

If you are willing to give up possession of your home without a Court order, you should tell the person who signed this notice as soon as possible and say when you can leave.

- 3) The landlord intends to seek possession on the ground(s) in Schedule 2 of the Housing Act 1988, which reads:

Ground 8 The tenant owed at least 2 months' rent if the tenancy is on a monthly basis or 8 weeks' rent if it is on a weekly basis, both at date of service of notice seeking possession and at the date of the court hearing

Ground 10 The tenant was behind with his or her rent, both at date of service of notice seeking possession and at the date of the court hearing

Ground 11 The tenant was persistently late in paying the rent

- 4) Particulars of each ground are as follows:

If the Court is satisfied that any of grounds 1 to 8 is established it must make an order (but see below in respect of fixed term tenancies).

Before the Court will grant an order on any grounds 9 to 16, it must be satisfied that it is reasonable to require you to leave. This means that if one of these grounds is set out in paragraphs 3, you will be able to suggest to the Court that it is not reasonable that you should leave, even if you accept the ground applies.

The Court will not make an order under Grounds 1,3, to 7, 9 or 16 to take effect during the fixed term of the tenancy and it will only make an order during the fixed term on grounds 2, 8 or 10 to 15 if the terms of the tenancy make provision for it to be brought to an end on any of these grounds.

Where the Court makes an order for possession solely on ground 6 or 9, your landlord must pay your reasonable removal expenses.

- 5) The Court proceedings will not begin until after:
date of expiry of notice

Where the landlord is seeking possession under grounds 1,2,5 to 7,9 or 16 in Schedule 2, Court proceedings cannot begin earlier than 2 months from the date this notice is served on you and not before the date of which the tenancy (had it not been assured) could have been brought to an end by Notice served at the same time as this notice.

Where the landlord is seeking possession on grounds 3,4,8 or 10 to 15, Court proceedings cannot begin until 2 weeks after the date this notice is served.

After the date shown in paragraph 5, Court proceedings may be begun at once but no later than 12 months from the date this notice is served. After this time the notice will lapse and a new notice must be served before possession can be sought.

Signed:

Name of Landlord(s):

Address of Landlord(s):

If signed by an agent/solicitor name and address of agent/solicitor:

Dated:

INFORMATION FOR TENANTS

1. If the tenant or licensee does not leave the dwelling, the landlord or licensor must get an order for possession from the court before the tenant or licensee can lawfully be evicted. The landlord or licensor cannot apply for such an order before the notice to quit or notice to determine has run out.
2. A tenant or licensee who does not know if he has any right to remain in possession after a notice to quit to determine runs out can obtain advice from a solicitor. Help with all or part of the cost of legal advice and assistance may be available under the Legal Aid Scheme. He should also be able to obtain information from a Citizen's Advice Bureau, a Housing Aid Centre or a rent officer.