

PRIVATE RENTERS: KNOW YOUR RIGHTS

My landlord wants me to move out

Applies to: England
June 2021

If you have an assured shorthold tenancy and your landlord wants you to move out, they must follow a strict legal process. They have to first serve a valid notice: either a Section 8 notice, which means they must prove grounds for eviction, or a “no fault” Section 21 notice, which can be invalidated if your landlord:

1. has not protected your deposit correctly
2. has not licensed the property correctly
3. has been served an improvement notice or emergency works notice from the council in the last six months
4. has charged you a fee banned by the Tenant Fees Act
5. has not provided you with a gas safety certificate, How to Rent Booklet and energy performance certificate

A checklist for the validity of a Section 21 notice can be found here: <https://nearlylegal.co.uk/section-21-flowchart/>

When you can be served notice

A Section 21 notice to quit can be served if you have a periodic (rolling) tenancy, if the landlord uses a break clause or if the fixed term is ending. The date the notice is sent to you must be at least four months after the first tenancy you had after moving in started.

During the fixed term, your landlord can only evict you for certain reasons, such as rent arrears or antisocial behaviour.

How much notice you should be given

Since 1 June 2020 the notice period in most cases (including Section 21) is four months (exceptions include grounds based on anti-social behaviour or rent arrears of more than four months). Between 29 August 2020 and 31 May 2021, the standard notice period had been 6 months. Notice periods will change in summer/autumn 2021 – check the latest here: <https://www.generationrent.org/i-have-been-asked-to-move-out>

At the end of the notice period

You are not required to leave at the end of the notice period. Your landlord must apply for a possession order through the courts if you stay put, and then only court-appointed bailiffs can legally make you leave your home. However, if your landlord applies for a

possession order you may be liable for their costs, so consider seeking expert advice.

Notices expire after 6 months if your notice was issued on or before 28 August 2020, 10 months if your notice was issued between 29 August 2020 and 31 May 2021, and 8 months if your notice was issued on or after 1 June 2021.

Possession court hearings

If your landlord goes to court to evict you, there will be a ‘possession hearing’. You’ll know this because you’ll be sent court papers, including:

- copies of ‘claim for possession’ forms
- a defence form
- a date for your court hearing

Landlords seeking to pursue an eviction through the courts must provide information about how tenants have been affected by coronavirus.

The defence form is your chance to explain any rent arrears, how coronavirus has affected you and if you disagree with what your landlord put on the ‘claim for possession’ forms. You may have a counterclaim against your landlord if they have failed to repair the property, protect your deposit or if they have harassed you. If so, the money they owe you could be offset against the money you owe them.

Tenants facing “exceptional hardship” may have the date for possession postponed by up to six weeks. In addition, the Government is piloting a new mediation service as part of the possession process to help resolve disputes before a formal hearing takes place. Tenants who are interested in mediation can raise this when they receive free legal advice on the day of the Review. Otherwise there is no opportunity for tenants who have received a valid Section 21 notice to challenge an eviction. Further information is available at <https://bit.ly/3uQT8aH>

The judge will dismiss the case if there’s no reason you should be evicted. This might happen if:

- your landlord has not followed the correct procedure
- your landlord or their representative does not attend the hearing
- you’ve paid off any rent arrears, and this is the basis for the possession claim

If the judge dismisses the case, you can stay in your home. If the landlord still wants to evict you, they’ll have to restart the court process from the beginning.

The judge might postpone the case so long as you keep paying your rent and a certain sum towards the arrears each month. Depending on the type of order made, if you fail to keep to the conditions you will either be evicted or your landlord will have to apply back to court.

Enforcing an eviction

If the court grants a possession order, you will be given another period of time to move out before the landlord can apply to have bailiffs enforce the eviction. Bailiffs have been able to carry out all evictions since 1 June 2021. They must give you 2 weeks’ notice of an eviction date.

When an eviction is illegal

If a landlord does not have bailiffs appointed by the court to enforce an eviction, and they try to force you out or change the locks, this is a criminal offence.

Landlords sometimes attempt to force occupiers to leave by intimidation or cutting off utilities. This is harassment and is also a criminal offence.

Your council and the Police can support you and intervene to prevent harassment and illegal eviction. Read more at <https://ch1889.org/safer-renting>

Information in this factsheet is correct at the time of publication. For more help, visit www.generationrent.org/find_expert_advice



Generation Rent’s mission is that every home in the private rented sector is safe, secure and affordable. Join our campaign at [GenerationRent.org/Sign_Up](https://www.generationrent.org/sign-up)

