

The Letting Experts Guide To...

# The End of Section 21

# Regaining Possession with Confidence

The abolition of Section 21 marks one of the most significant changes for the lettings industry in recent years. While the process for regaining possession will look different, your rights remain firmly in place.

Under the Renters' Rights Act, landlords will move from "no fault" evictions to clearly defined, fair grounds for possession, covering circumstances such as selling, moving back in, or serious arrears. The aim is to create greater transparency and consistency, supported by accurate record-keeping and clear communication.

This guide has been designed to help you understand how the new system will work and what you can do now to prepare. It explains the revised grounds and notice periods, helping you understand what's changing and how they may affect you.

With careful preparation and a clear understanding of the process, regaining possession will remain achievable and straightforward. Staying informed and compliant will ensure you maintain control and confidence, even as the lettings landscape evolves.



## What the End of Section 21 Means for You

The removal of Section 21 means landlords will no longer be able to end tenancies without giving a reason. Instead, you'll need to rely on specific grounds for possession under Section 8, such as selling your property, moving back in, or serious rent arrears.

Each ground will come with its own notice period and criteria, so it's important to use the correct process for your situation. The government has promised improvements to the court system to support the new framework, but until these are in place, it's likely that regaining possession could take longer than before.

This makes preparation more important than ever. Keeping detailed records of rent payments, communication, and property inspections will help strengthen your case if you need to rely on one of the new possession grounds. While the process may become slower and more formal, being proactive and organised will give you the best chance of a straightforward resolution.



## Navigating the Process

### **Will I still be able to regain possession under the new rules?**

Yes. You'll still be able to recover your property in a range of legitimate situations, but what's changing is the process.

Most tenancies will still end without dispute once the right notice is served, but when challenges do arise, demonstrating fairness and compliance will help you reach a timely resolution.

### **Understanding the New Grounds for Possession**

When you want to recover your property under the new rules, you'll need to serve a Section 8 notice. Within that notice, you'll state one or more grounds for ending the tenancy, these are the legal reasons that allow you to request possession if the tenancy needs to end.

If tenants dispute this or fail to vacate, you can then apply to the court for a possession order, presenting evidence to support your case.

There are two main types of grounds:

- **Mandatory grounds:** the court must grant possession if you can clearly prove the criteria are met. Examples include serious rent arrears or intending to sell your property.
- **Discretionary grounds:** the court has flexibility to decide based on the circumstances and evidence provided, such as property damage, nuisance, or antisocial behaviour.

You can include several grounds within the same Section 8 notice. Many landlords choose to combine mandatory and discretionary grounds to keep their options open. For example, citing serious rent arrears alongside persistent late payments, in case the situation changes before a hearing.

## The Main Grounds for Repossession

### **Selling your property (Ground 1A - Mandatory)**

You can regain possession if you intend to sell your property, provided you give at least four months' notice. You'll need to show clear evidence of intent, and once notice has been served, the property cannot be re-let for 12 months.

### **Moving back in (Ground 1 - Mandatory)**

If you or a close family member intend to live in the property as your main home, you can seek possession under this ground. Four months' notice and suitable evidence of your plans will need to be provided.

### **Serious rent arrears (Ground 8 - Mandatory)**

This ground will apply only where tenants are at least three months behind on rent both when the notice is served and when the court hearing takes place. If arrears fall below this threshold before the hearing, possession may no longer be granted.

### **Repeated serious arrears (Ground 8A - Mandatory)**

Even if a tenant clears their arrears before the hearing, possession can still be granted under this new mandatory ground if they've built up serious arrears on at least three separate occasions over a three-year period. This is designed to help landlords dealing with persistent non-payers who repeatedly fall into arrears.

### **Breach of tenancy or anti-social behaviour (Various - Discretionary)**

Discretionary grounds still apply where tenants have caused damage, acted antisocially, or breached their agreement.

### **Student lets (Ground 4A - Mandatory)**

This new ground allows landlords to regain possession of properties let exclusively to full-time students, helping ensure homes can be re-let for each academic year. The finer details are still being confirmed.



## Preparation is Power

### What's Changing in the Possession Process?

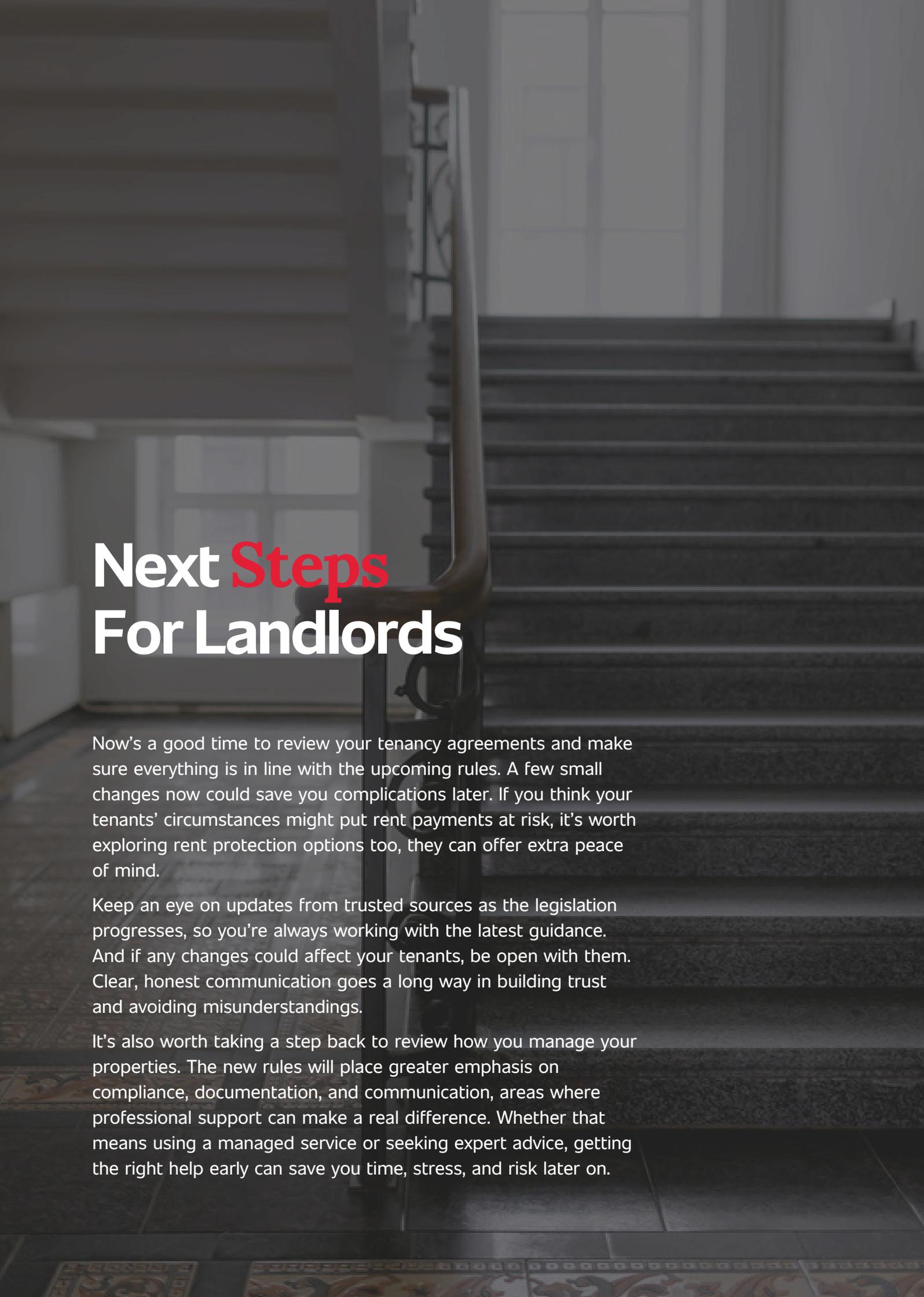
The government is planning to modernise the possession process to make it more efficient, fair, and user-friendly. These changes aim to reduce delays and improve clarity for landlords.

Key updates to be aware of:

- Longer notice periods
  - Most grounds for possession will now require at least 4 months' notice.
- Digital evidence submissions
  - Landlords will need to submit evidence online, including documents like rent ledgers, inspection reports, and written communication.
- Transitional rules
  - Section 21 notices served before the new rules take effect will still be valid, but only for a limited time.

### How to Prepare and Stay in Control

- Get organised early
- Keep clear, digital records of rent payments, property inspections, and all tenant communication.
- Use the correct forms
- Always use the latest Section 8 notice templates, and double-check that your tenancy agreements and compliance documents are up to date.
- Act quickly on arrears or breaches
- Address missed payments or tenancy breaches early and in writing.
- Keep communication factual and courteous, it not only helps relationships but also acts as useful evidence if things reach court.
- Lean on your experts
- Whether it's your letting agent, solicitor, or landlord association. Expert advice helps you stay compliant and in control.



# Next **Steps** For Landlords

Now's a good time to review your tenancy agreements and make sure everything is in line with the upcoming rules. A few small changes now could save you complications later. If you think your tenants' circumstances might put rent payments at risk, it's worth exploring rent protection options too, they can offer extra peace of mind.

Keep an eye on updates from trusted sources as the legislation progresses, so you're always working with the latest guidance. And if any changes could affect your tenants, be open with them. Clear, honest communication goes a long way in building trust and avoiding misunderstandings.

It's also worth taking a step back to review how you manage your properties. The new rules will place greater emphasis on compliance, documentation, and communication, areas where professional support can make a real difference. Whether that means using a managed service or seeking expert advice, getting the right help early can save you time, stress, and risk later on.

# Grounds for Possession

\*As per gov.uk website visited 24<sup>th</sup> October 2025

Ground		Summary	Notice Period
Mandatory Grounds			
1.	Occupation by landlord or family	The landlord or their close family member wished to move into the property. Cannot be used for the first 12 months of a new tenancy.	4 months
1A	Sale of dwelling-house	The landlord wishes to sell the property. Cannot be used for the first 12 months of a new tenancy	4 months
1B	Sale of dwelling-house under rent-to-buy	The landlord is a private registered provider of social housing and the tenancy is under a rent-to-buy agreement.	4 months
2	Sale by mortgagee	The property is subject to a mortgage and the lender exercises a power of sale requiring vacant possession.	4 months
2ZA	Possession when superior lease ends	The landlord's lease is under a superior tenancy that is ending. Can only be used by private registered providers of social housing, agricultural landlords, a person who held the dwelling for the purposes of making it supported accommodation or a company majority owned by a local authority.	4 months
2ZB	Possession when superior lease ends	The landlord's lease is under a superior tenancy that is coming to an end or has ended. Can only be used if the superior lease was for a fixed term of over 21 years.	4 months
2ZC	Possession by superior landlord	After a superior tenancy ends, the superior landlord becomes the tenant's direct landlord and seeks to take possession. Can only be used where the intermediate landlord prior to reversion was a private registered provider of social housing, agricultural landlord, a person who held the dwelling for the purposes of making it supported accommodation or a company majority owned by a local authority.	4 months

Ground		Summary	Notice Period
Mandatory Grounds			
2ZD	Possession by superior landlord	After a superior tenancy ends, the superior landlord becomes the tenant's direct landlord and seeks to take possession. Can only be used where the superior lease was for a fixed period of over 21 years and has expired, or within a 12 month period of the fixed term expiry date, if the fixed term has been ended early. Or if the superior tenancy comes to an end after the expiry of the fixed term as a result of a valid notice.	4 months
4	Student accommodation	In the 12 months prior to the start of the tenancy, the property was let to students. Can only be used by specified educational establishments.	2 weeks
4A	Properties rented to students for occupation by new students	A HMO is let to full-time students and is required for a new group of students in line with the academic year. Cannot be used if the tenancy was agreed more than 6 months in advance of the tenancy starting (i.e. the tenant moving in).	4 months
5	Ministers of religion	The property is held for use by a minister of religion to perform the duties of their office and is required for occupation by a minister of religion.	2 months
5A	Occupation by agricultural worker	The landlord requires possession to house someone who will be employed by them as an agricultural worker.	2 months
5B	Occupation by person who meets employment requirements	A private registered provider of social housing holds the property for use by tenants meeting requirements connected with their employment and it is required for that purpose (and the current tenant does not fulfil those requirements).	2 months
5C	End of employment by the landlord	Previously ground 16 (expanded). The dwelling was let as a result of the tenant's employment by the landlord and the employment has come to an end OR the tenancy was not meant to last the duration of the employment and the dwelling is required by a new employee.	2 months

Ground		Summary	Notice Period
Mandatory Grounds			
5D	End of employment requirements	A private registered provider of social housing, included an employment requirement in the tenancy agreement that the tenant no longer fulfils (e.g., key worker).	2 months
5E	Occupation as supported accommodation	The property is held for use as supported accommodation and the current tenant did not enter the tenancy for the purpose of receiving care, support or supervision.	4 weeks
5F	Dwelling-house occupied as supported accommodation	The tenancy is for supported accommodation and one of the circumstances set out in the ground, making the accommodation no longer viable or suitable for that tenant, has occurred.	4 weeks
5G	Tenancy granted for homelessness duty	The property has been used as temporary accommodation for a homeless household, under s193 of the Housing Act 1996, and a local housing authority has notified the landlord that the tenancy is no longer required for that purpose. The landlord can only use this ground if within 12 months of the date of the notice from the local housing authority.	4 weeks
5H	Occupation as 'stepping stone accommodation'	A registered provider of social housing or a charity lets to a tenant meeting eligibility criteria (e.g., under a certain age) at "affordable rent", to help them access the private rented sector and/or transition to living independently, and the tenant no longer meets the eligibility criteria, or a limited period has come to an end.	2 months
6	Redevelopment	The landlord wishes to demolish or substantially redevelop the property which cannot be done with the tenant in situ. Various time limits and/or notice requirements exist for this ground depending on the circumstances. The landlord and tenancy must be of the kind listed in the table. A relevant social landlord who intends to carry out redevelopment work and seeks possession on Ground 6 either through case A or B will need to provide alternative accommodation that meets specific conditions set out in case A or B and is either available or will be available when an order for possession takes effect.	4 months

Ground		Summary	Notice Period
Mandatory Grounds			
6A	Decant Accomodation	The tenant has been provided with alternative accommodation by a relevant social landlord while redevelopment affecting the tenant's original home is carried out.	4 months
6B	Compliance with enforcement action	The landlord is subject to enforcement action and needs to regain possession to become compliant. Under this ground, the court will be allowed to require the landlord to pay compensation to the tenant when ordering possession.	4 months
7	Death of tenant	The tenancy was passed on by will or intestacy, and proceedings began within the requisite period of 12 months. The ground can only be used if the new tenant wasn't living in the property immediately before the previous tenant died, the previous tenant also inherited the tenancy or it is a "special tenancy", e.g. supported accommodation.	2 months
7A	Severe ASB/Criminal Behaviour	The tenant has been convicted of a type of offence listed in the ground, has breached a relevant order put in place to prevent anti-social behaviour or there is a closure order in place prohibiting access for a continuous period of more than 48 hours.	Landlords can begin proceedings immediately
7B	No right to rent	At least one of the tenants has no right to rent under immigration law as a result of their immigration status and the Secretary of State has given notice to the landlord of this.	2 weeks
8	Rent arrears	The tenant has at least 3 months' (or 13 weeks' if rent is paid weekly or fortnightly) rent arrears both at the time notice is served and at the time of the possession hearing.	4 weeks
Discretionary Grounds			
9	Suitable alternative accommodation	Suitable alternative accommodation is available for the tenant	2 months
10	Any rent arrears	The tenant is in any amount of arrears	4 weeks

Ground		Summary	Notice Period
Discretionary Grounds			
11	Persistent arrears	The tenant has persistently delayed paying their rent.	4 weeks
12	Breach of tenancy	The tenant is guilty of breaching one of the terms of their tenancy agreement (other than the paying of rent).	2 weeks
13	Deterioration of property	The tenant has caused the condition of the property to deteriorate.	2 weeks
14	Anti-social behaviour	The tenant or anyone living in or visiting the property has been guilty of behaviour causing, or likely to cause, nuisance or annoyance to the landlord, a person employed in connection with housing management functions, or anyone living in, visiting or in the locality of the property. Or the tenant or a person living or visiting the property has been convicted of using the premises for illegal/immoral purposes, or has been convicted of an indictable offence in the locality.	Landlords can begin proceedings immediately
14A	Domestic Abuse	A social landlord wishes to evict the perpetrator of domestic violence if the partner has fled and is unlikely to return.	2 weeks
14ZA	Rioting	The tenant or another adult living at the property has been convicted of an indictable offence which took place at a riot in the UK.	2 weeks
15	Deterioration of furniture	The tenant has caused the condition of the furniture to deteriorate.	2 weeks
17	False statement	The tenancy was granted due to a false statement made knowingly or recklessly by the tenant or someone acting on their instigation.	2 weeks
18	Supported accommodation	The tenancy is for supported accommodation and the tenant is refusing to engage with the support.	4 weeks



The **Future** of Lettings

This information is correct at the time of writing; however, as the Renters' Rights Act progresses through the courts, it remains subject to change. We recommend seeking legal advice from an authorised professional before making any decisions based on this guide.

0333 344 9915

[hello@thelettingexperts.co.uk](mailto:hello@thelettingexperts.co.uk)

[www.thelettingexperts.co.uk](http://www.thelettingexperts.co.uk)

