

SECTION 21(1)(b) HOUSING ACT 1988

NOTICE REQUIRING POSSESSION OF A DWELLING-HOUSE LET UNDER AN ASSURED SHORTHOLD TENANCY

TO:

OF:

FROM: **The Landlord / Agent** (delete as appropriate)

OF:

HEREBY GIVE YOU NOTICE BY VIRTUE OF SECTION 21 OF THE HOUSING ACT 1988, I REQUIRE POSSESSION OF THE DWELLING-HOUSE KNOWN AS:

AFTER THE EXPIRY OF THIS NOTICE

THIS NOTICE EXPIRES AFTER: [OR THE LAST DAY OF A PERIOD OF THE TENANCY NEXT OCCURRING]

DATE: _____

SIGNED: _____

EXPLANATORY NOTES

1. Prior to the service of the Section 21 Notice Where a Deposit was received on or after 6 April 2007 the Deposit must be held under a Tenancy Deposit Scheme (TDS) authorised under Part 6 of the Housing Act 2004 AND the Tenant and anyone who had paid the deposit on behalf of the Tenant must have been provided the prescribed information in relation to the Deposit.
2. Notice must be served on a Tenant of a dwelling house (which here includes part of a dwelling-house) let under an assured shorthold tenancy before proceedings for possession can be brought under Section 21 of the Housing Act 1988. Where there are joint Tenants, it is preferable that each Tenant be served a copy of the notice.
3. The Expiry date of the notice cannot be earlier than:
 - a) where notice is given during, on or before the ending of a fixed term tenancy the date when the fixed terms ends; or where notice is given during the subsistence of a periodic tenancy, the date which is the last day of a period of the tenancy
 - b) and is a date upon which (apart from the security provided by Section 5(1) of the Act) the tenancy could be brought to an end by a notice to quit given on the same date as this notice; and in either case not earlier than two months after the date when the notice is given.
 - c) In either case not earlier than two months after the date when the notice is given.
4. The notice should ideally be served in person or through the letter box or by first class post – keep a copy and record the date and time, who served the notice (any witness), or Post Office proof of postage receipt. Where there are joint Landlords, at least one of them or their agent must serve the notice.
5. If you as Tenant do not know your rights after you have been served this notice you should seek advice from a solicitor, the Citizen's Advice Bureau or your local authority rent officer.

How to complete Section 21 Notice

A [Section 21 Notice](#) is part of the [Accelerated Possession](#) procedure that is mandatory possession; basically it means: I promised I would rent to my Tenant from A to B. The end date being B has now passed. I want the Tenant to leave. My [paperwork is in order](#) so the Judge has no choice but to [grant possession](#) and they [MUST to leave](#). This is a postal process and rarely should there be a [Court Hearing](#)

A Section 21 is completed as follows help [Top Questions Answered Section 21 Notices](#)

THE NOTICE IS COMPLETED AS FOLLOWS

TENANT : All persons named on the original tenancy agreement should be written here. i.e. Mr Peter J Wilson Full names including Salutations, Ms Josephine K Simpson Full names

Note: Only where a Person has [formally surrendered](#) the tenancy agreement can they not be named, but always wisest to name all persons. There should be no more than 4 persons on the agreement.

ADDRESS : This is the address they are renting from you - This is the address specified on the Tenancy Agreement - If they are renting part of a shared dwelling you must specify the sub dwelling such as **Room 4**, 26 Chiltern Way, Woverbry, County, WA16 7GH [full address [including postcode](#)].

Note: The Notice MUST be served on the address specified in the tenancy agreement and if preferred another address if tenant known to be living elsewhere.

LANDLORD: Full Name and also provide an address where the Tenant can communicate with the Landlord that is in England or Wales and not a PO Box. This should ideally be the same address as specified in the Tenancy Agreement.

Notes: The capacity of the signatory must be specified Landlord or the Agent. In the case of Joint Landlords either party may sign the Notice. Again it is preferable that the paper work matches perfectly for if the AST was signed by Mr Andrew Smith then we recommend consistency and their partner Mrs Jayne Wilson should not sign [she could if a co owner named on the deeds]. The objective here is eliminate potential queries that may result in a Judge calling a Hearing to satisfy a query - we are simply eliminating such queries – that only result in delaying the eviction.

Note: The Notice can ONLY be signed by a Landlord [who is named on the deeds of the property] or their Agent.

PROPERTY: Insert the address of the rental property in full (including postcode and room number if applicable)

EXPIRY: This is the date “This notice expires after _____”.

Many Notices are deemed invalid because people fail to realise this date is enshrined in the law and the date specified must comply with Section 21 1b or 21 4a of the 1988 Housing Act [and subsequent amendments of the 1996 Housing Act].

SIGNATURE: Sign and date the Notice.

The dating of the Notice again is a complexity in that you may sign it today but if sent by post or delivered to the tenants after 4.30 pm and if you serve on a Saturday, Sunday or Bank Holiday, the next working day principle arises in the service of Notices.

What this basically means is the date of expiry of the notice must be no less than two months after the Tenant received

and NOT when you sign. The Notice should typically be dated to expire the LAST day of a rental period UNLESS the Notice is served in the last two months of the FIXED term.

The Tenant's Signature – If the Tenant signs your copy of the Notice then they can never deny receiving it and by the action of signing has eliminated one of the biggest defences used to thwart possession claims.

Expiry Date of a Section 21 Notice

ALWAYS DOUBLE CHECK THE DATE – If a Query and a member call

7 out of 10 Section 21 Notices are rejected by the courts according to The Association of District Judges. The most common reason Notice fail is because they are dated to expire incorrectly.

The Notice you have here is a Section 21 (1) (b) – This means you are serving the Notice in the Fixed Term

There are only two ways the expiry can be calculated

If you are serving more than two months before the End Date – The Expiry date will be the Last day of the Tenancy Agreement

If you are serving the Notice where there is less than two months as follows

Date you are signing – add 1 day for delivery by hand and two for postage (Ideally business days)

Then add two months onto this date

Example today the 18th January 2011 I am delivering the Notice to the property

Date of issue is 18th add 1 day for delivery so now 19th

The date of expiry is two months after the Notice has been delivered so 19 March 2011-02-07

- Serving the Notice in the last two months is the ONLY time a Notice can be dated to expire two month from delivery ALL other times would expire last day of Tenancy agreement or last day of a rental Period

if you are in the Periodic Tenancy – Meaning the date you serve the Notice is after last date of the End Date specified in the Tenancy Agreement. You to change this Notice Type in the headlining from **SECTION 21(1)(b) HOUSING ACT 1988 TO SECTION 21 HOUSING ACT 1988.**

Example a tenant is in a periodic tenancy the rental periods are the 15th of the month with the last day of the rental period being the 14th of the month. The Landlord serves the Notice by giving it to the tenant on 16 th of January. The Notice expiry date has now become 14th April 2011. We appreciate this Notice is now three months but these are the rules of producing a valid Notice.