



Tenancy Relations Fact Sheet 4

Ending Assured Shorthold Tenancies (section 8)

Assured Shorthold Tenancies are often set up with an agreed fixed term. This is the period of time that both the landlord and tenant commit to the rental agreement. Neither the landlord nor the tenant can end the fixed term earlier except where there is a breach of contract.

Section 8 of the Housing Act 1988 allows a landlord to take possession proceedings against a tenant on specific grounds. This could typically be where there is a breach of tenancy conditions. This process can also be taken after a fixed term has expired.

If either party wishes to end the tenancy before the fixed term has expired, this can only happen in certain circumstances.

Advice to Tenants:

A tenant can only end the tenancy during the fixed term if the contract allows this to happen. This is known as a break clause. If there is no break clause, then the tenant has no absolute right to end the tenancy.

The landlord may however agree to accept the tenant's notice to quit within the fixed term. Should this happen, it is advisable to agree in writing how much notice should be given and any additional terms.

Advice to Landlords

Notice

A landlord may take county court proceedings to end the tenancy before the expiry of the fixed term. However, this can only be provided on certain grounds.

There are 17 grounds for possession under a section 8 notice. These are set out at the end of this guide and only some of these can be used during the fixed term. This process is also available to be used after a fixed term tenancy has expired and the tenancy has become a statutory periodic tenancy. When the tenancy is statutory periodic, all grounds are available.

Section 8 of Housing Act 1988 allows the landlord to serve a "Notice of Seeking Possession of a Property Let on an Assured Tenancy". This is sometimes referred to as a "section 8 notice" and it informs the tenant that County Court proceedings will be taken to repossess the property.

A sample of this notice form, "Form 3", is available for download [here](#). **It is recommended that legal advice is obtained before serving the notice.**

Court

The next stage is for the landlord to apply to the County Court for a hearing to present the case for a possession order.

The address for Bristol County Court is:

2 Redcliff Street

Bristol

BS1 6GR

Phone: 0117 3664800

During the hearing, the landlord will have to prove that the ground for possession exists and in some cases that the situation is severe enough to warrant a possession order.

If the application is accepted by the Court, the possession order will be issued against the tenant.

At the end of the possession order, if the tenant does not vacate, the landlord must then apply to the County Court for a bailiff's warrant.

Please note:

It is important that this procedure is followed, to avoid a breach of the criminal law. See Fact Sheet no 6 on "Illegal Eviction & Harassment".

Disclaimer: This information is not intended as an authoritative interpretation of the law, only the Courts can do that. Neither does this information cover every case. For further guidance, it may be advisable to seek legal guidance from a solicitor.

SCHEDULE 2 Grounds for Possession of Dwelling-houses let on Assured Tenancies

Part I Grounds on which Court must order possession

Ground 1

Not later than the beginning of the tenancy the landlord gave notice in writing to the tenant that possession might be recovered on this ground or the court is of the opinion that it is just and equitable to dispense with the requirement of notice and (in either case)—

(a) at some time before the beginning of the tenancy, the landlord who is seeking possession or, in the case of joint landlords seeking possession, at least one of them occupied the dwelling-house as his only or principal home; or

(b) the landlord who is seeking possession or, in the case of joint landlords seeking possession, at least one of them requires the dwelling-house as his or his spouse's only or principal home and neither the landlord (or, in the case of joint landlords, any one of them) nor any other person who, as landlord, derived title under the landlord who gave the notice mentioned above acquired the reversion on the tenancy for money or money's worth.

Ground 2

The dwelling-house is subject to a mortgage granted before the beginning of the tenancy and—

(a) the mortgagee is entitled to exercise a power of sale conferred on him by the mortgage or by section 101 of the [1925 c. 20.] Law of Property Act 1925; and

(b) the mortgagee requires possession of the dwelling-house for the purpose of disposing of it with vacant possession in exercise of that power; and

(c) either notice was given as mentioned in Ground 1 above or the court is satisfied that it is just and equitable to dispense with the requirement of notice;

and for the purposes of this ground "mortgage" includes a charge and "mortgagee" shall be construed accordingly.

Ground 3

The tenancy is a fixed term tenancy for a term not exceeding eight months and—

(a) not later than the beginning of the tenancy the landlord gave notice in writing to the tenant that possession might be recovered on this ground; and

(b) at some time within the period of twelve months ending with the beginning of the tenancy, the dwelling-house was occupied under a right to occupy it for a holiday.

Ground 4

The tenancy is a fixed term tenancy for a term not exceeding twelve months and—

(a) not later than the beginning of the tenancy the landlord gave notice in writing to the tenant that possession might be recovered on this ground; and

(b) at some time within the period of twelve months ending with the beginning of the tenancy, the dwelling-house was let on a tenancy falling within paragraph 8 of Schedule 1 to this Act.

Ground 5

The dwelling-house is held for the purpose of being available for occupation by a minister of religion as a residence from which to perform the duties of his office and—

(a) not later than the beginning of the tenancy the landlord gave notice in writing to the tenant that possession might be recovered on this ground; and

(b) the court is satisfied that the dwelling-house is required for occupation by a minister of religion as such a residence.

Ground 6

The landlord who is seeking possession or, if that landlord is a registered housing association or charitable housing trust, a superior landlord intends to demolish or reconstruct the whole or a substantial part of the dwelling-house or to carry out substantial works on the dwelling-house or any part thereof or any building of which it forms part and the following conditions are fulfilled—

(a) the intended work cannot reasonably be carried out without the tenant giving up possession of the dwelling-house because—

(i) the tenant is not willing to agree to such a variation of the terms of the tenancy as would give such access and other facilities as would permit the intended work to be carried out, or

(ii) the nature of the intended work is such that no such variation is practicable, or

(iii) the tenant is not willing to accept an assured tenancy of such part only of the dwelling-house (in this subparagraph referred to as “the reduced part”) as would leave in the possession of his landlord so much of the dwelling-house as would be reasonable to enable the intended work to be carried out and, where appropriate, as would give such access and other facilities over the reduced part as would permit the intended work to be carried out, or

(iv) the nature of the intended work is such that such a tenancy is not practicable; and

(b) either the landlord seeking possession acquired his interest in the dwelling-house before the grant of the tenancy or that interest was in existence at the time of that grant and neither that landlord (or, in the case of joint landlords, any of them) nor any other person who, alone or jointly with others, has acquired that interest since that time acquired it for money or money's worth; and

(c) the assured tenancy on which the dwelling-house is let did not come into being by virtue of any provision of Schedule 1 to the [1977 c. 42.] Rent Act 1977, as amended by Part I of Schedule 4 to this Act or, as the case may be, section 4 of the [1976 c. 80.] Rent (Agriculture) Act 1976, as amended by Part II of that Schedule.

For the purposes of this ground, if, immediately before the grant of the tenancy, the tenant to whom it was granted or, if it was granted to joint tenants, any of them was the tenant or one of the joint tenants under an earlier assured tenancy of the dwelling-house concerned, any reference in paragraph (b) above to the grant of the tenancy is a reference to the grant of that earlier assured tenancy.

For the purposes of this ground “registered housing association” has the same meaning as in the [1985 c. 69.] Housing Associations Act 1985 and “charitable housing trust” means a housing trust, within the meaning of that Act, which is a charity, within the meaning of the [1960 c. 58.] Charities Act 1960.

Ground 7

The tenancy is a periodic tenancy (including a statutory periodic tenancy) which has devolved under the will or intestacy of the former tenant and the proceedings for the recovery of possession are begun not later than twelve months after the death of the former tenant or, if the court so directs, after the date on which, in the opinion of the court, the landlord or, in the case of joint landlords, any one of them became aware of the former tenant’s death.

For the purposes of this ground, the acceptance by the landlord of rent from a new tenant after the death of the former tenant shall not be regarded as creating a new periodic tenancy, unless the landlord agrees in writing to a change (as compared with the tenancy before the death) in the amount of the rent, the period of the tenancy, the premises which are let or any other term of the tenancy.

Ground 7A

Any of the following conditions is met.

Condition 1 is that—

- (a) the tenant, or a person residing in or visiting the dwelling-house, has been convicted of a serious offence, and
- (b) the serious offence—
 - (i) was committed (wholly or partly) in, or in the locality of, the dwelling-house,
 - (ii) was committed elsewhere against a person with a right (of whatever description) to reside in, or occupy housing accommodation in the locality of, the dwelling-house, or
 - (iii) was committed elsewhere against the landlord of the dwelling-house, or a person employed (whether or not by the landlord) in connection with the exercise of the landlord’s housing management functions, and directly or indirectly related to or affected those functions.

Condition 2 is that a court has found in relevant proceedings that the tenant, or a person residing in or visiting the dwelling-house, has breached a provision of an injunction under section 1 of the Anti-social Behaviour, Crime and Policing Act 2014, other than a provision requiring a person to participate in a particular activity, and—

- (a) the breach occurred in, or in the locality of, the dwelling-house, or
- (b) the breach occurred elsewhere and the provision breached was a provision intended to prevent—
 - (i) conduct that is capable of causing nuisance or annoyance to a person with a right (of whatever description) to reside in, or occupy housing accommodation in the locality of, the dwelling-house, or
 - (ii) conduct that is capable of causing nuisance or annoyance to the landlord of the dwelling-house, or a person employed (whether or not by the landlord) in connection with the exercise of the landlord’s housing management functions, and that is directly or indirectly related to or affects those functions.

Condition 3 is that the tenant, or a person residing in or visiting the dwelling-house, has been convicted of an offence under section 30 of the Anti-social Behaviour, Crime and Policing Act 2014 consisting of a breach of a provision of a criminal behaviour order prohibiting a person from doing anything described in the order, and the offence involved—

- (a) a breach that occurred in, or in the locality of, the dwelling-house, or
- (b) a breach that occurred elsewhere of a provision intended to prevent—
 - (i) behaviour that causes or is likely to cause harassment, alarm or distress to a person with a right (of whatever description) to reside in, or occupy housing accommodation in the locality of, the dwelling-house, or

(ii) behaviour that causes or is likely to cause harassment, alarm or distress to the landlord of the dwelling-house, or a person employed (whether or not by the landlord) in connection with the exercise of the landlord's housing management functions, and that is directly or indirectly related to or affects those functions.

Condition 4 is that—

- (a) the dwelling-house is or has been subject to a closure order under section 80 of the Anti-social Behaviour, Crime and Policing Act 2014, and
- (b) access to the dwelling-house has been prohibited (under the closure order or under a closure notice issued under section 76 of that Act) for a continuous period of more than 48 hours.

Condition 5 is that—

- (a) the tenant, or a person residing in or visiting the dwelling-house, has been convicted of an offence under—
 - (i) section 80(4) of the Environmental Protection Act 1990 (breach of abatement notice in relation to statutory nuisance), or
 - (ii) section 82(8) of that Act (breach of court order to abate statutory nuisance etc.), and
- (b) the nuisance concerned was noise emitted from the dwelling-house which was a statutory nuisance for the purposes of Part 3 of that Act by virtue of section 79(1)(g) of that Act (noise emitted from premises so as to be prejudicial to health or a nuisance).

Condition 1, 2, 3, 4 or 5 is not met if—

- (a) there is an appeal against the conviction, finding or order concerned which has not been finally determined, abandoned or withdrawn, or
- (b) the final determination of the appeal results in the conviction, finding or order being overturned.

In this ground—

- “relevant proceedings” means proceedings for contempt of court or proceedings under Schedule 2 to the Anti-social Behaviour, Crime and Policing Act 2014;
- “serious offence” means an offence which—

- (a) was committed on or after the day on which this ground comes into force,
- (b) is specified, or falls within a description specified, in Schedule 2A to the Housing Act 1985 at the time the offence was committed and at the time the court is considering the matter, and
- (c) is not an offence that is triable only summarily by virtue of section 22 of the Magistrates' Courts Act 1980 (either-way offences where value involved is small).

Ground 8

Both at the date of the service of the notice under section 8 of this Act relating to the proceedings for possession and at the date of the hearing—

- (a) if rent is payable weekly or fortnightly, at least eight weeks' rent is unpaid;
- (b) if rent is payable monthly, at least two months' rent is unpaid;
- (c) if rent is payable quarterly, at least one quarter's rent is more than three months in arrears; and

(d) if rent is payable yearly, at least three months' rent is more than three months in arrears;

and for the purpose of this ground "rent" means rent lawfully due from the tenant.

Part II Grounds on which Court may order possession

Ground 9

Suitable alternative accommodation is available for the tenant or will be available for him when the order for possession takes effect.

Ground 10

Some rent lawfully due from the tenant—

(a) is unpaid on the date on which the proceedings for possession are begun;

(b) except where subsection (1)(b) of section 8 of this Act applies, was in arrears at the date of the service of the notice under that section relating to those proceedings.

Ground 11

Whether or not any rent is in arrears on the date on which proceedings for possession are begun, the tenant has persistently delayed paying rent which has become lawfully due.

Ground 12

Any obligation of the tenancy (other than one related to the payment of rent) has been broken or not performed.

Ground 13

The condition of the dwelling-house or any of the common parts has deteriorated owing to acts of waste by, or neglect or default of, the tenant or any other person residing in the dwelling-house and, in the case of an act of waste by, or neglect or default of, a person lodging with the tenant or a sub-tenant of his, the tenant has not taken such steps as he ought reasonably to have taken for the removal of the lodger or sub-tenant.

For the purpose of the ground, "common parts" means any part of a building comprising the dwelling-house and any other premises which the tenant is entitled under the terms of the tenancy to use in common with the occupiers of other dwelling-houses in which the landlord has an estate or interest.

Ground 14

The tenant or a person residing in or visiting the dwelling-house—

(a) has been guilty of conduct causing or likely to cause a nuisance or annoyance to a person residing, visiting or otherwise engaging in a lawful activity in the locality,

(aa) has been guilty of conduct causing or likely to cause a nuisance or annoyance to the landlord of the dwelling-house, or a person employed (whether or not by the landlord) in connection with the exercise of the landlord's housing management functions, and that is directly or indirectly related to or affects those functions,

or

(b) has been convicted of—

(i) using the dwelling-house or allowing it to be used for immoral or illegal purposes, or

(ii) an arrestable offence committed in, or in the locality of, the dwelling-house."

Ground 14ZA

The tenant or an adult residing in the dwelling-house has been convicted of an indictable offence which took place during, and at the scene of, a riot in the United Kingdom.

In this Ground—

“adult” means a person aged 18 or over;

“indictable offence” does not include an offence that is triable only summarily by virtue of section 22 of the Magistrates’ Courts Act 1980 (either way offences where value involved is small);

“riot” is to be construed in accordance with section 1 of the Public Order Act 1986.

This Ground applies only in relation to dwelling-houses in England.

Ground 14 A

The dwelling-house was occupied (whether alone or with others) by a married couple or a couple living together as husband and wife and—

- (a) one or both of the partners is a tenant of the dwelling-house,
- (b) the landlord who is seeking possession is a registered social landlord or a charitable housing trust,
- (c) one partner has left the dwelling-house because of violence or threats of violence by the other towards—
 - (i) that partner, or
 - (ii) a member of the family of that partner who was residing with that partner immediately before the partner left, and
- (d) the court is satisfied that the partner who has left is unlikely to return.

For the purposes of this ground “registered social landlord” and “member of the family” have the same meaning as in Part I of the [1985 c. 69.] Housing Act 1996 and “charitable housing trust” means a housing trust, within the meaning of the [1993 c. 10.] Housing Associations Act 1985, which is a charity within the meaning of the Charities Act 1993.”

Ground 15

The condition of any furniture provided for use under the tenancy has, in the opinion of the court, deteriorated owing to ill-treatment by the tenant or any other person residing in the dwelling-house and, in the case of ill-treatment by a person lodging with the tenant or by a sub-tenant of his, the tenant has not taken such steps as he ought reasonably to have taken for the removal of the lodger or sub-tenant.

Ground 16

The dwelling-house was let to the tenant in consequence of his employment by the landlord seeking possession or a previous landlord under the tenancy and the tenant has ceased to be in that employment.

Ground 17

The tenant is the person, or one of the persons, to whom the tenancy was granted and the landlord was induced to grant the tenancy by a false statement made knowingly or recklessly by:-

- (a) the tenant, or
- (b) a person acting at the tenant’s instigation