

A photograph of a person's hand using a key to unlock a dark grey door. The door has a decorative window with a grid pattern and a circular motif. The person is wearing a grey long-sleeved shirt and a black watch. The background shows a brick wall on the left and a glimpse of greenery through the window. The text is overlaid in white on the door.

# Regaining possession under Section 8 Notices

David Astburys

# Understanding Section 8's

A quick guide on Section 8's ahead of The Renters Rights Act

**Even for landlords who consider their tenancy well run, Section 8 introduces a higher standard of documentation, timing and evidence than many have previously needed.**

With Section 21 ending, Section 8 becomes the primary legal route for regaining possession in the private rented sector.

This does not remove landlords' rights. But it does change how possession is evidenced, served, and challenged.

Section 8 is not new. What is new is that it becomes the route landlords will rely on for everyday scenarios, including regaining possession in order to sell.

## What is a Section 8 notice?

A Section 8 notice is the legal route used by landlords to regain possession where there is a recognised legal reason, known as a "ground", set out in law.

Unlike Section 21, it requires:

- A valid legal ground
- Correct notice service
- A clear evidence trail

## What does Section 8 mean for the private rented sector?

In practice, it shifts the system from convenience to justification.

Regaining possession becomes less about timing and more about:

- The strength of the ground used
- The quality of documentation
- Whether the landlord has followed the correct process consistently

Section 8 is not just about having a reason, it's about proving that reason, in the right format, at the right time.



# Section 8 grounds and notice periods

## When can a Section 8 notice be used?

A Section 8 notice can only be served when a legal ground applies, the tenancy and compliance position is correct, the notice is served in the correct format and timeframe.

Grounds	Points to note	Notice
Unlicensed property (licensing breach)	Must intend to occupy as main home. May not be used in the first 12 months after tenancy start (protected period).	4 months
1A) Landlord intends to sell the property	Must show genuine intention to sell; applies after protected 12-month period.	4 months
2) Repossession by mortgagee	Repossession by mortgagee A lender (bank) is repossessing the property due to mortgage default.	4 months
6) Redevelopment	Landlord needs the property empty for redevelopment. Usually cannot be used in first 6 months of tenancy.	4 months
8) Significant rent arrears (Mandatory)	Tenants owe at least 3 months' rent (or 13 weeks if weekly/fortnightly) at notice and hearing.	4 weeks
10) Any rent arrears (Discretionary)	Some unpaid rent, but less than the Ground 8 threshold. Court may grant possession if reasonable.	4 weeks
11) Persistent arrears (Discretionary)	Tenant repeatedly pays late or irregularly over time. Court considers reasonableness before granting possession.	4 weeks
12) Breach of tenancy terms	Tenant breaches other key terms. Must identify specific breach and evidence.	2 weeks
14) Serious anti-social behaviour	Tenants engage in antisocial or criminal behaviour. Immediate court application possible but court cannot grant possession until 14 days after notice.	None (14-day delay applies)
7B) No right to rent	Tenant has no legal right to rent in the UK under immigration rules. Government must show tenant lacks right to rent.	2 weeks before applying

# The questions that usually come next

The grounds matter, but what decides most outcomes is whether your tenancy has been managed in a way that stands up to scrutiny.

In practice, that comes down to whether the paperwork, timelines and compliance steps are already aligned long before a notice is ever needed.



Where tenancies are professionally managed, Section 8 is often clearer to navigate because the evidence trail is already in place.

With the Renters' Rights Act bringing Section 8 to the centre of possession, the smart move for landlords is not waiting until there's a problem.

## Landlords often ask us things like:

- What can I put in place to protect my rental income if arrears happen?
- At what point does late rent become a Section 8 ground and which ground applies?
- Who is responsible for building the evidence pack, me or my agent?
- If I needed to go to court, what does that process look like and what's the current timeline?
- If I ever went to court, what role does my estate agent play?
- If a tenant challenges a notice, what happens?

## Talk it through with Adam

Adam works with landlords on how Section 8 will actually work in practice under the Renters' Rights Act, especially around rent and arrears.

A 10-minute conversation is often enough to **understand**:

- What protection exists
- Where responsibility sits
- Whether your current set up would stand up to scrutiny

**[Book a 10-minute chat with Adam](#)**

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