

The process for eviction is:-

1. Request the tenant to leave by way of a formal notice. Note at this stage it is a request to leave;
2. If they fail to leave the landlord will have to apply to court to have the request converted to an order to leave (if the notice is correct/valid, and the court approves);
3. If they still don't leave, the landlord would have to go back to court to request a forced eviction; a Bailiff if applying to a County Court, a High Court Enforcement Officer (previously known as a Sheriff) if the High Court.
4. Note that only a Bailiff or Sheriff has the authority to physically evict someone, and can authorise the landlord to enter and change the locks.

It is critical to get the procedure correct else at the best the request to evict would be denied, at the worst the landlord could be guilty of an illegal eviction and/or harassment.

All procedures for bringing tenancies to an end are covered by the *Protection from Eviction Act 1977*.

Service of a notice

The clock starts ticking for any notice when it has been served, i.e. is deemed to be received by the tenant. The best way is by first class post, it is then deemed to have been served after two working days. Critical you get proof of postage to prove you posted an envelope to that address. Don't get proof of delivery – i.e. signed for, because if it is not signed for you will have conclusively proved it was not served.

If served by hand it is vital to either get a signature for its delivery or a statement from an independent witness.

For the different types of tenancies see the Fact Sheet - ***Types of tenancy***

For an Assured Shorthold Tenancy (AST)

Two types of notice are used: -

- Section 21 – whereby there is no fault/no reason required to regain the property;
- Section 8 – whereby a reason (a Ground) is required.

Section 21

There is a new Section 21 (6A), we recommend this is used on all AST's.

It cannot be used in the first 4 months of an AST, and not within a Fixed Term. It is now a six month notice.

Section 8

A Section 8 is used when the tenant(s) is not complying with the agreement (AST), commonly not paying rent. The notice period varies from immediate through two weeks to two months, depending on the ground relied on.

It is a notice that can be used at any time, but relies on good proof to the court; not all grounds have a mandatory eviction.

It is critical to keep good record.

For a non (AST) – often a Residential landlord.

A general Notice to Quit. It is not necessary to use a form, although one is available on the web site. It is advisable to serve this in writing

Notice to Quit must be served to expire on the last day of a rental period. It must also give notice equal to how often rent is due, but not less than 28 days, e.g.

monthly rent = 1 months' notice

weekly rent = 28 days' notice

Covid update – notice periods have been extended during the pandemic.

Note that **iHowz** offer a discounted eviction service. Email notices@iHowz.uk