

A Section 8 is used when the tenant(s) is not complying with the agreement (AST), commonly not paying rent.

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

Normally a Section 8 is used when the tenant(s) is overdue with the rent. In this case it is good practice to raise a Section 8 using three grounds:-

- Ground 8:-
 - Arrears must be at least:
 - 8 weeks if rent paid weekly or fortnightly
 - 2 months if paid monthly
 - 1 quarter if rent paid quarterly
 - 3 months if rent paid annually
 - Arrears must exist at both time of service of notice and time of the Court hearing

Mandatory ground

- Ground 10:-
 - Some rent lawfully due from tenant at time of service of Section 8 notice and at time Court proceedings commenced

Discretionary ground

- Ground 11:-
 - Tenant has persistently delayed in paying rent which has become lawfully due
 - No rent needs to be in arrears at time of the issue of proceedings

Discretionary ground

It is critical to keep good record.

If tenant doesn't vacate as requested.

The landlord can initiate proceedings as soon as the Section 8 Notice has expired. A landlord can then either complete following forms:

County Court Forms N5 & N119 and N215

or issue proceedings on-line www.possessionclaim.gov.uk/pcol/

See following appendices:-

- Appendix A Section 8 form
- Appendix B for a full set of grounds;
- Appendix C for on-line claim;
- Appendix D for N5 – claim form for possession of property
- Appendix E for N119 – particulars of claim for possession
- Appendix F N215 – certificate of service
- Appendix G –form N325 – Bailiff application

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

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



Appendix A

SECTION 8 FORM.

This form has been changed to reflect new legislation which came into force on 29 August 2020. They are for use by landlords in England.

FORM 3

Notice seeking possession of a property let on an Assured Tenancy or an Assured Agricultural Occupancy

Housing Act 1988 section 8 as amended by section 151 of the Housing Act 1996, section 97 of the Anti-social Behaviour, Crime and Policing Act 2014, and section 41 of the Immigration Act 2016 and modified by section 81 of, and paragraph 6 of Schedule 29 to, the Coronavirus Act 2020.

- Please write clearly in black ink.
- Please cross out text marked with an asterisk (*) that does not apply.
- This form should be used where possession of accommodation let under an assured tenancy, an assured agricultural occupancy or an assured shorthold tenancy is sought on one of the grounds in Schedule 2 to the Housing Act 1988.
- Do not use this form if possession is sought on the "shorthold" ground under section 21 of the Housing Act 1988 from an assured shorthold tenant where the fixed term has come to an end or, for assured shorthold tenancies with no fixed term which started on or after 28th February 1997, after six months has elapsed. Form 6A 'Notice seeking possession of a property let on an Assured Shorthold Tenancy' is prescribed for these cases.

1 To:.....

*Name(s) of tenant(s)/licensee(s)**

2 Your landlord/licensor* intends to apply to the court for an order requiring you to give up possession of:.....

Address of premises

3 Your landlord/licensor* intends to seek possession on ground(s)in Schedule 2 to the Housing Act 1988 (as amended), which read(s):.....

Give the full text (as set out in the Housing Act 1988 (as amended)) of each ground which is being relied on. Continue on a separate sheet if necessary.

4 Give a full explanation of why each ground is being relied on:.....

Continue on a separate sheet if necessary.

Notes on the grounds for possession

- If the court is satisfied that any of grounds 1 to 8 is established, it must make an order (but see below in respect of fixed term tenancies).
- Before the court will grant an order on any of grounds 9 to 17, it must be satisfied that it is reasonable to require you to leave. This means that, if one of these grounds is set out in section 3, you will be able to suggest to the court that it is not reasonable that you should have to leave, even if you accept that the ground applies.
- The court will not make an order under grounds 1, 3 to 6¹, 9 or 16, to take effect during the fixed term of the tenancy (if there is one) and it will only make an order during the fixed term on grounds 2, 7, 7A, 8, 10 to 15 or 17 if the terms of the tenancy make provision for it to be brought to an end on any of these grounds. It may make an order for possession on ground 7B during a fixed-term of the tenancy even if the terms of the tenancy do not make provision for it to be brought to an end on this ground.
- Where the court makes an order for possession solely on ground 6 or 9, the landlord must pay your reasonable removal expenses.

5 The court proceedings will not begin until after:.....
.....

Give the earliest date on which court proceedings can be brought

Notes on the earliest date on which court proceedings can be brought

- Where the landlord is seeking possession on any of grounds 1 to 6, 9, 12, 13, 15 or 16, or of grounds 8, 10 or 11 if at the time the notice is served less than six months' rent is unpaid, (without ground 7A or 14) court proceedings cannot begin earlier than six months from the date this notice is served on you.
- Where the landlord is seeking possession on grounds 7 or 7B (without ground 7A or 14) and the paragraph above does not apply, court proceedings cannot begin earlier than three months from the date this notice is served on you.
- Where the landlord is seeking possession on grounds 8, 10 or 11 and at the time the notice is served at least six months' rent is unpaid (without ground 7A or 14) and the paragraphs above do not apply, court proceedings cannot begin earlier than four weeks from the date this notice is served on you.
- Where the landlord is seeking possession on grounds 14A, 14ZA or 17 (without ground 7A or 14) and the paragraphs above do not apply, court proceedings cannot begin earlier than two weeks from the date this notice is served on you.
- Where the landlord is seeking possession on grounds 1, 2, 5 to 7, 9 or 16 (without ground 7A or 14) court proceedings also cannot begin before the date on which the tenancy (had it not been assured) could have been brought to an end by a notice to quit served at the same time as this notice.
- Where the landlord is seeking possession on ground 7A (with or without other grounds), court proceedings cannot begin earlier than 1 month from the date this notice is served on you and not before the date on which the tenancy (had it not been assured) could have been brought to an end by a notice to quit served at the same time as this notice. A notice seeking possession on ground 7A must be served on you within specified time periods which vary depending on which condition is relied upon:
 - Where the landlord proposes to rely on condition 1, 3 or 5: within 12 months of the conviction (or if the conviction is appealed: within 12 months of the conclusion of the appeal);
 - Where the landlord proposes to rely on condition 2: within 12 months of the court's finding that the injunction has been breached (or if the finding is appealed: within 12 months of the conclusion of the appeal);
 - Where the landlord proposes to rely on condition 4: within 3 months of the closure order (or if the order is appealed: within 3 months of the conclusion of the appeal).
- Where the landlord is seeking possession on ground 14 (with or without other grounds other than ground 7A), court proceedings cannot begin before the date this notice is served.
-

¹ Amended to reflect changes shortly to be made to correct the form prescribed in the Assured Tenancies and Agricultural Occupancies (Forms) (England) Regulations 2015.



- Where the landlord is seeking possession on ground 14A, court proceedings cannot begin unless the landlord has served, or has taken all reasonable steps to serve, a copy of this notice on the partner who has left the property.
- After the date shown in section 5, court proceedings may be begun at once but not later than 12 months from the date on which this notice is served. After this time the notice will lapse and a new notice must be served before possession can be sought.

6 Name and address of landlord/licensor*.

.....
.....

To be signed and dated by the landlord or licensor or the landlord's or licensor's agent (someone acting for the landlord or licensor). If there are joint landlords each landlord or the agent must sign unless one signs on behalf of the rest with their agreement.

Signed|.....| Date|.....
.....
.....

Please specify whether: landlord / licensor / joint landlords / landlord's agent

Name(s) (Block Capitals)|.....
.....
.....

Address|.....
.....
.....
.....

Telephone: Daytime|.....| Evening|.....

What to do if this notice is served on you

- This notice is the first step requiring you to give up possession of your home. You should read it very carefully.
- Your landlord cannot make you leave your home without an order for possession issued by a court. By issuing this notice your landlord is informing you that he intends to seek such an order. If you are willing to give up possession without a court order, you should tell the person who signed this notice as soon as possible and say when you are prepared to leave.
- Whichever grounds are set out in section 3 of this form, the court may allow any of the other grounds to be added at a later date. If this is done, you will be told about it so you can discuss the additional grounds at the court hearing as well as the grounds set out in section 3.
- If you need advice about this notice, and what you should do about it, take it immediately to a citizens' advice bureau, a housing advice centre, a law centre or a solicitor.

Appendix B

Full set of Grounds for Possession of Dwelling-houses let on Assured Tenancies

Summary – showing notice period. Always use the full words for the grounds – see separate fact sheet

| Grounds for Possession | Mandatory/ Discretionary | Notice Period Required | Notice period under Covid |
|-----------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|----------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------|
| 1. The landlord used to occupy the property or wants to occupy the property as his main home | Mandatory | 2 months | 6 months |
| 2. The property is subject to a mortgage existing before the property was let and the mortgagee is entitled to exercise a power of sale | Mandatory | 2 months | 6 months |
| 3. The property is holiday accommodation let out of season for a term of no more than 8 months | Mandatory | 2 weeks | 6 months |
| 4. The property is student accommodation let out of term time for a term of no more than 12 months | Mandatory | 2 weeks | 6 months |
| 5. The property is accommodation for a minister of religion | Mandatory | 2 months | 6 months |
| 6. The property requires redevelopment | Mandatory | 2 months | 6 months |
| 7. The tenant has died | Mandatory | 2 months | 3 months |
| 7a Anti-Social Behaviour has taken place | Mandatory | 4 weeks (periodic tenancy) 1 month (fixed term tenancy) | 4 weeks (periodic tenancy) 1 month (fixed term tenancy) |
| 7b tenant has lost the Right to remain | Mandatory | 2 weeks | 3 months |
| 8. The tenant owes substantial rent arrears | Mandatory | 2 weeks | (a) 4 weeks where arrears are at least 6 months (b) 6 months where arrears are less than 6 months |



| Grounds for Possession | Mandatory/ Discretionary | Notice Period Required | Notice period under Covid |
|---------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|---------------------------------------------------------------------|------------------------------------------------------------------------------------------------------|
| 9. Suitable alternative accommodation is available for the tenant | Discretionary | 2 months | 6 months |
| 10. The tenant is in arrears of rent | Discretionary | 2 weeks | (a) 4 weeks where arrears are at least 6 months (b) 6 months where arrears are less than 6 months |
| 11. The tenant has persistently delayed in paying the rent | Discretionary | 2 weeks | |
| 12. The tenant has breached any obligation in the tenancy other than one related to the payment of rent | Discretionary | 2 weeks | 6 months |
| 13. The tenant's actions have caused the condition of the property to deteriorate | Discretionary | 2 weeks | 6 months |
| 14. The tenant is guilty of causing a nuisance or annoyance or has been convicted of using the property for any illegal or immoral purpose. | Discretionary | None - proceedings may commence immediately after service of notice | None - proceedings may commence immediately after service of notice |
| 14A. One tenant has left the property due to domestic abuse | Discretionary | 2 weeks | 2 weeks |
| 15. The tenant has allowed the landlord's furniture to deteriorate due to ill-treatment. | Discretionary | 2 weeks | 2 weeks |
| 16. The tenant occupies the property in consequence of his former employment by the landlord | Discretionary | 2 months | 6 months |
| 17. The landlord granted the tenancy as a result of a statement made by the tenant which is later found to be false. | Discretionary | 2 weeks | 2 weeks |



Appendix C On-line claim

Secure | https://www.possessionclaim.gov.uk/pcol/

HM Courts & Tribunals Service **Possession Claim Online** Version [v2.21.0] Welcome Page | Cymraeg

Welcome to HM Courts & Tribunals Service, Possession Claim Online service.

Possession Claim Online (PCOL) is HM Courts & Tribunals Service's Internet based service for claimants and defendants.

HMCTS have updated PCOL so solicitors need the client's Solicitor Access Code to enter claims for clients.

- PCOL is a simple, convenient and secure way of making or responding to certain types of possession claim on the Internet.
- A [Civil Procedure Rules Practice Direction](#) governs the type of claims that can be issued using the PCOL service. We recommend that you familiarise yourself with this and the contents of the [User Guide](#) before commencing issue.
- With PCOL you can keep an eye on the status of your Claim, Judgment and/or Warrant.
- You will be asked to pay the fees to issue Claims and Warrants online by Debit or Credit Card. If you use this service regularly you may be able to register to pay fees by Direct Debit.
- PCOL has been designed to be easy to use from a computer and is supported by a [Customer Help Desk](#).
- Court diaries for claims issued within PCOL are viewable online. Click this link if you are interested in viewing the Court Diary.

To start using Possession Claim Online, please choose one of the following options:

Login [help](#)

Those fields marked with * are mandatory.

Enter your login details

Username *

New Password *

[Forgotten your password?](#)

[Login](#)

Register [help](#)

If you do not have a login for the PCOL service, you can register as a new user and start using the service immediately.

You should familiarise yourself with the contents of the next page prior to completing your online registration.

[Register](#)

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[Privacy Policy](#)

HM Courts & Tribunals Service **Possession Claim Online** You are logged on as Mr Littlewood
Version [v2.21.0] Home | Log out

[Claimant Details](#) [Correspondence Address](#) [Claim Details](#) [Defendant Details](#) [Claim Particulars](#) [Payment History](#) [Statement Of Truth](#) [Fees](#)

When entering information remember to correctly use capital letters as the information entered will be printed and displayed on court documentation as you have entered it. Ensure that you enter information as accurately as possible.

Submit Claim - Claimant Details Step 1 of 8

These are your details as currently held on the PCOL system. Please check them and ensure they are correct before continuing to submit a claim request. If the details require amending return to your homepage and update your registration details. If they are correct you may continue. Please ensure that you have all the relevant details to hand whilst completing your claim. You may save your claim as a draft at any time before submission and return to complete the form at a later date.

Your claim reference

Reference

When the claim has been submitted and issued it will be allocated a claim number. You may however wish to allocate your own additional reference for your records.

Claimant Details

Name Mr Peter Littlewood

Address 527 Green Valley Road
Tonbridge

Postcode TN11 3AB

DX Number

Email Address Peter.Littlewood@btinternet.com

Phone Number +4479871122512

Fax Number

[Save Draft](#) [Continue](#)

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HM Courts & Tribunals Service **Possession Claim Online** You are logged on as Mr Littlewood
Version [v2.21.0] Home | Log out

[Claimant Details](#) [Correspondence Address](#) [Claim Details](#) [Defendant Details](#) [Claim Particulars](#) [Payment History](#) [Statement Of Truth](#) [Fees](#)

Submit Claim - Claim Details Step 3 of 8

Please ensure the details of the type of claim and address of property are correct. You must have a full postcode for the address of the property to be repossessed.

Those fields marked with * are mandatory

Claim Type

Grounds for possession *

Claimant type *

☐ Rental arrears
☐ Mortgage arrears
☐ Private landlord
☐ Social landlord

Is the defendant in arrears under a mortgage or rental agreement?

Are you a registered social landlord (e.g. Local Authority or housing association) or a private claimant?

Address of Property to be repossessed

Address line 1 * 37 High Street

Address line 2 * Anytown

Address line 3

Address line 4

Address line 5

Property postcode * BN1 6GD

e.g. NW1 3AB

[Previous](#) [Save Draft](#) [Continue](#)



Appendix C – cont On-line claim

Claimant Details Correspondence Address Claim Details **Defendant Details** Claim Particulars Payment History Statement Of Truth Fees

Submit Claim - Add Defendants

Step 4 of 8

On this page you must enter the details of each defendant. After entering each defendant you must click add defendant before proceeding to the next page.

Those fields marked with * are mandatory

Defendant's Name

Title Mr

First name * Any

Last Name * Name

Defendant's Address details

Address line 1 * 37 High Street

Address line 2 * Anytown

Address line 3

Address line 4

Address line 5

Postcode * BN1 6GD

Defendant's Contact details

Email Address

Phone Number

The default address shown is that of the property to be repossessed. If the defendant is resident at an address other than the property you must update the details before proceeding.

e.g. NW1 3AB

Add Defendant

Defendant/s Added

| Defendant Name | Actions |
|--------------------------------|---------|
| No defendants have been added. | |

[Previous](#)

[Save Draft](#)

[Continue](#)

Details Address Details Details Details **Particulars** History Of Truth

Submit Claim - Claim Particulars (Rented Residential Premises)

Step 5 of 8

Those fields marked with * are mandatory

About The Tenancy

Tenancy type * Assured shorthold

Tenancy began on * 18-08-2005

Current rent * £ 400.00

Rent frequency * Weekly

If Other please specify Other

Unpaid rent should be calculated at * £ 4.00

Reason For Possession

Reason For Possession * Tenant is 2 months in arrears

Recovery Steps Already Taken

Recovery steps already taken * 1) telephoned day after rent due, 2) emailed, 3) wrote letter - proof of postage, 4) served Section 8

Notice Type

Notice type * Notice to quit

If Other please specify Other

Date notice served * 28-08-2005

About The Defendant(s)

Defendant circumstances * Believed to be on benefits

About The Claimant

Financial or other information * Made several unsuccessful attempts to contact tenant

Monetary Judgement

Pay to the claimant the total outstanding amount of rent No

What The Court Is Being Asked To Do

Give the claimant possession of premises

e.g. Assured shorthold.

e.g. 18-08-2005

Enter the amount due to be paid as per the tenancy agreement.

Please enter the payment terms.

Amount Per Day

Enter details of reasons you have for possession. Please refrain from using the pound sign in your claim as this is currently not compatible with HTML.

271 characters remaining.

Enter details of any action you have taken to obtain payment or secure an agreement to clear the arrears.

199 characters remaining.

Please give details of the notice served.

e.g. 28-08-2005


Please give details of any known details of the defendant's circumstances or any attempts made to obtain details.

271 characters remaining.

Please give details about your circumstances relevant to this claim.

247 characters remaining.

You should select No if you do not wish to seek monetary judgment for the outstanding arrears.



HM Courts
& Tribunals
Service

Possession Claim Online

You are logged on as Mr Littlewood

Version [v2.21.0] Home | Log out

Relevant Details

Correspondence Address

Claim Details

Defendant Details

Claim Particulars

Payment History

Statement Of Truth

Fees

Submit Claim - Payment History

Step 6 of 8

The particulars of a claim must include a history of the rent or mortgage account, in schedule form setting out: (1) the dates and amounts of all payments due and payments made under the tenancy agreement, mortgage deed or mortgage agreement either from the first date of default if that date occurred less than two years before the date of issue or for a period of two years immediately preceding the date of issue; and (2) a running total of the arrears. Click this link to view the full [Civil Procedure Rules Practice Direction](#) governing PCOL.

Payment Details

Date Payment Due *

28-08-2005

Amount Due *

£ 400

Amount Paid *

£ 0

Accumulated Arrears *

£ 400

e.g. 28-08-2005

Enter the amount due on the date you have entered above.

Enter the amount paid on the date you have entered above.

Enter the arrears that had accumulated as at the date you entered above.

Add

Payment Details

| Date Payment Due | Amount Due | Amount Paid | Accumulated Arrears | Actions |
|------------------|------------|-------------|---------------------|---------|
| | | | | |


Previous

Save Draft

Continue

Appendix D

Example of a form N5b



Claim form for possession of a property located in England
(accelerated procedure)
(assured shorthold tenancy)

[Print form 3](#) [Reset form](#)

Is the property you are claiming possession of located wholly or partly in England?

If Yes, ☐ Yes ☐ No


If No, and the property is located wholly in Wales, use form **'NSB WALES'**.

Name of court

Claim no.

Fee Account no.

Help with Fees - Ref no. (If applicable) **H W F - - - - -**



Claimant — (name(s) and address(es))

Postcode

Postcode

Defendant(s) — (name(s) and address(es))

Postcode

Postcode

The claimant is claiming possession of:

Postcode

for the reasons given in the following pages.

☐ The claimant is also asking for an order that you pay the costs of the claim.

IMPORTANT – TO THE DEFENDANT(S)

This claim means that the court will decide whether or not you have to leave the premises and, if so, when. There will not normally be a court hearing. You must act immediately.

Get help and advice from an advice agency or a solicitor.

Read all the pages of this form and the papers delivered with it.

Fill in the defence form (N11B ENGLAND) and return it **within 14 days** of receiving this form.

Defendant's name and address for service

Postcode

| | |
|------------------------------|--------------------------------------------|
| Court fee | £ |
| Legal representative's costs | £ |
| Total amount | £ |
| Issue date | <input style="width: 100px;" type="text"/> |

NSB ENGLAND Claim form for possession of a property located in England (accelerated procedure) (assured shorthold tenancy) (08/17)

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If you are a registered social landlord or a private registered provider of social housing claiming possession of premises let under a demoted assured shorthold tenancy, you should complete **only** sections 1 and 5 – 13.

1. The claimant seeks an order that the defendant(s) give possession of:
(If the premises of which you seek possession are part of a building identify the part eg, Flat 3, Rooms 6 and 7)

[]
Postcode [][][][][][][][]

(‘the premises’) which is ☐ a dwelling house ☐ part of a dwellinghouse
Is it a demoted tenancy? ☐ Yes ☐ No
If Yes, complete the following:

On the [][][][][][][], the County Court at [] made a demolition order. A copy of the most recent (assured) (secure) tenancy agreement marked ‘A’ and a copy of the demolition order marked ‘B’ is attached to this claim form. The defendant was previously (an assured) (a secure) tenant.

2. On the [][][][][][][], the claimant entered into a written tenancy agreement with the defendant(s).
A copy of it, marked ‘A’ is attached to this claim form. The tenancy did not immediately follow an assured tenancy which was not an assured shorthold tenancy.
[One or more subsequent written tenancy agreements have been entered into. A copy of the most recent one, made on [][][][][][][], marked ‘A1’, is also attached to this claim form.]

3. Both the [first] tenancy and the agreement for it were made on or after 28 February 1997.
(a) No notice was served on the defendant stating that the tenancy would not be, or continue to be, an assured shorthold tenancy.
(b) There is no provision in the tenancy agreement which states that it is not an assured shorthold tenancy.
(c) The ‘agricultural worker condition’ defined in Schedule 3 to the Housing Act 1988 is not fulfilled with respect to the property.

(or)
Both the [first] tenancy and the agreement for it were made on or after 15 January 1989.
(a) The [first] tenancy agreement was for a fixed term of not less than six months.
(b) There was no power for the landlord to end the tenancy earlier than six months after it began.
(c) On the [][][][][][][] (before the tenancy began) a notice in writing, stating that the tenancy was to be an assured shorthold tenancy, was served on the defendant(s). It was served by: []
(d) Attached to this claim form is a copy of that notice marked ‘B’ (and proof of service marked ‘B1’).

4. Whenever a new tenancy agreement has replaced the first tenancy agreement or has replaced a replacement tenancy agreement,
a) has it been of the same, or substantially the same, premises? ☐ Yes ☐ No ☐ N/A
b) were the landlord and tenant the same people at the start of the replacement tenancy as the landlord and tenant at the end of the tenancy which it replaced? ☐ Yes ☐ No ☐ N/A

NBS ENGLAND Page 2

5. On the [][][][][][][][] , a notice in writing (under s.21 of the Housing Act 1988), saying that possession of the premises was required, was served upon the defendant(s). It was served by (state how, when and by whom the notice was sent or delivered):

The notice expired on the [][][][][][][][]
Attached to this claim form is a copy of that notice marked 'C' (and proof of service marked 'CT').

6. Is the property part of a house in multiple occupation? ☐ Yes ☐ No
If Yes, complete the following:
(a) The property is part of a house in multiple occupation and is required to be licensed under part 2 of the Housing Act 2004 and has a valid licence.
The licence was issued by [] on [][][][][][][][]
(name of authority)
If the licence application is outstanding with the local housing authority,
evidence of the application should be attached to this claim form marked 'D'.
Is the property required to be licensed under Part 3 of the Housing Act 2004? ☐ Yes ☐ No
If Yes, complete the following:
(b) The property is licensed under part 3 of the Housing Act.
The licence was issued by [] on [][][][][][][][]
(name of authority)
If the licence application is outstanding with the local housing authority,
evidence of the application should be attached to this claim form marked 'E'.

7. **The following section must be completed in all cases.**
(a) Was a money deposit received in relation to the tenancy or in relation to a tenancy directly or indirectly replaced? ☐ Yes ☐ No
If Yes, complete the following:
(b) on what date did the fixed term come to an end?
[][][][][][][][]
(c) has the landlord protected the deposit by lodging it in a Tenancy Deposit Scheme(TDS) authorised under Part 6 of the Housing Act 2004? ☐ Yes ☐ No
(d) when was the deposit lodged?
(e) what is the deposit reference number?
(f) is a copy of the TDS certificate attached? ☐ Yes ☐ No
(g) has the landlord given the tenant the prescribed information in relation to the deposit and the operation of the TDS? ☐ Yes ☐ No
(h) on what date was the prescribed information given?
(i) has the deposit been repaid to the tenant? ☐ Yes ☐ No

Appendix D – cont. Example of a form N5b

8. Has the Claimant been served with a relevant notice in relation to the condition of the property or relevant common-parts under s.11 or 12 or 40(7) of the Housing Act 2004? ☐ Yes ☐ No

If Yes –
(a) on what date was the notice served?

(b) has the operation of the relevant notice been suspended? ☐ Yes ☐ No

If Yes –
has the period of suspension ended? ☐ Yes ☐ No
on what date did the suspension end?

(c) has the relevant notice been revoked under s.16 of the Housing Act 2004? ☐ Yes ☐ No

(d) has the relevant notice been quashed under paragraph 15 of Schedule 1 of the HA 2004? ☐ Yes ☐ No

(e) has a decision of the local housing authority not to revoke the relevant notice been reversed under paragraph 18 of Schedule 1 to the HA 2004? ☐ Yes ☐ No

(f) has a decision of the housing authority to take the action to which the relevant notice relates been reversed under s.45 of the HA 2004? ☐ Yes ☐ No

(g) did the tenant complain or try to complain about the relevant condition of the property or the common-parts to the landlord before the notice was given? ☐ Yes ☐ No

(h) is the relevant condition of the property or common-parts due to the breach of duty or contract on the part of the tenant? ☐ Yes ☐ No

(i) is the property genuinely on the market for sale with intent to sell to an independent person not associated with the landlord? ☐ Yes ☐ No

(j) is the landlord a private registered provider of social housing? ☐ Yes ☐ No

(k) is the Claimant a mortgagee whose mortgage pre-dated the tenancy and who requires vacant possession to sell the property under an existing power of sale? ☐ Yes ☐ No

9. Has a valid energy performance certificate been given free of charge to the tenant? ☐ Yes ☐ No

If Yes –
(a) when was the tenant given the certificate?

NSB ENGLAND Page 4

10. Is there any relevant gas fitting (including any gas appliance or installation pipework) installed or serving the premises? ☐ Yes ☐ No

If Yes –
(a) has a copy of the gas safety record been provided to the tenant? ☐ Yes ☐ No

(b) when was the tenant given a copy of the gas safety record?

(c) if there is no relevant gas appliance in any room occupied by the tenant has the landlord displayed in a prominent position in the premises a copy of the gas safety record with a statement endorsed on it that the tenant is entitled to have their own copy of the gas safety record on request to the landlord at an address specified in the statement? ☐ Yes ☐ No

11. Is the landlord a private registered provider of social housing? ☐ Yes ☐ No

If No –
(a) has the tenant been given a copy of the then current document 'How to Rent: the checklist for renting in England'? ☐ Yes ☐ No

(b) **If the answer to (a) is Yes –**
(i) when was the document provided?

(ii) how was the document provided? ☐ Hard copy ☐ Email

12. If the defendant(s) seek(s) postponement of possession on the grounds of exceptional hardship, is the claimant content that the request be considered without a hearing? ☐ Yes ☐ No

13. The claimant asks the court to order that the defendant(s)
deliver up possession of the property ☐
to pay the costs of this claim ☐

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Proceedings for contempt of court may be brought against a person who makes or causes to be made, a false statement in a document verified by a statement of truth.

Statement of Truth
"I believe (The claimant believes) that the facts stated in this claim form (and any attached sheets) are true.
"I am duly authorised by the claimant to sign this statement.

Signed Date

"(Claimant)(Litigation friend)(where claimant is a child or a protected party)
(Claimant's Legal representative as defined by CPR 2.3(1))
"delete as appropriate

Full name

Name of claimant's legal representative's firm

Position or office held
(if signing on behalf of firm or company)

Claimant's or claimant's legal representative's address to which documents should be sent if different from that on the front page.

Postcode

CERTIFICATE OF SERVICE (completed on court copy only)
I certify that the claim form of which this is a true copy was served by me on
by posting it to the defendant(s) on
at the address stated on the first page of the claim form.
OR
The claim form has not been served for the following reasons:

Officer of the Court

You may qualify for legal aid.
Visit www.gov.uk/legal-aid for more information or a citizens advice at www.adviceguide.org.uk

Returning the forms
Send your completed form and other documents to the court office at:

Telephone:
Fax:
For further details of the courts www.gov.uk/find-court-tribunal. When corresponding with the Court, please address forms or letters to the Manager and always quote the claim number.

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Please tick the boxes to show which documents you have attached in support of the claim

☐ Copy of the most recent (assured) (secure) tenancy agreement marked 'A' Question 1
See page 2

☐ Copy of the demotion order marked 'B' Question 2
See page 2

☐ Copy of the most recent written tenancy agreement marked 'A' Question 3
See page 2

☐ Where one or more tenancy agreements have been entered into a copy of the most recent one marked 'A1' Question 5
See page 3

☐ Copy of the notice in writing, stating that the tenancy was to be an AST marked 'B' Question 6
See page 3

☐ Proof service of the document of the notice marked 'B1' Question 5
See page 3

☐ Copy of the notice saying that possession was required marked 'C' Question 5
See page 3

☐ Proof of service of the notice requiring possession marked 'C1' Question 6
See page 3

☐ Evidence of any outstanding licence application under Part 2 of the Housing Act 2004 marked 'D' Question 6
See page 3

☐ Evidence of any outstanding licence application under Part 3 of the Housing Act 2004 marked 'E' Question 6
See page 3

[Print form](#) [Reset form](#)

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Appendix E. Example of a N119 – particulars of claim for possession

| | | | | | | | |
|-----------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|-----------|------------------|--|-------------------|--|
| Particulars of claim for possession (rented residential premises) | Click here to reset form Click here to print form | | | | | | |
| | <table border="1" style="width: 100%;"><tr><td style="width: 50%;">Name of court</td><td style="width: 50%;">Claim No.</td></tr><tr><td colspan="2">Name of Claimant</td></tr><tr><td colspan="2">Name of Defendant</td></tr></table> | Name of court | Claim No. | Name of Claimant | | Name of Defendant | |
| | Name of court | Claim No. | | | | | |
| Name of Claimant | | | | | | | |
| Name of Defendant | | | | | | | |
| | | | | | | | |

1. The claimant has a right to possession of:

2. To the best of the claimant's knowledge the following persons are in possession of the property:

About the tenancy

3. (a) The premises are let to the defendant(s) under a(n) _____ tenancy which began on _____.

(b) The current rent is £ _____ and is payable each (week) (fortnight) (month).
(other _____)

(c) Any unpaid rent or charge for use and occupation should be calculated at £ _____ per day.

4. The reason the claimant is asking for possession is:

(a) because the defendant has not paid the rent due under the terms of the tenancy agreement.
(Details are set out below)(Details are shown on the attached rent statement)

(b) because the defendant has failed to comply with other terms of the tenancy.
Details are set out below:

(c) because: (including any (other) statutory grounds)

N119 Particulars of claim for possession (rented residential premises) (04/10) © Crown copyright 2010

5. The following steps have already been taken to recover any arrears:

6. The appropriate (notice to quit) (notice of breach of lease) (notice seeking possession) (notice seeking a demotion order) (other _____) was served on the defendant on _____ 20____.

About the defendant

7. The following information is known about the defendant's circumstances:

About the claimant

8. The claimant is asking the court to take the following financial or other information into account when making its decision whether or not to grant an order for possession:

Forfeiture

9. (a) There is no underlessee or mortgagee entitled to claim relief against forfeiture.

or (b) _____ of _____ is entitled to claim relief against forfeiture as underlessee or mortgagee.

What the court is being asked to do:

10. The claimant asks the court to order that the defendant(s):

(a) give the claimant possession of the premises;

(b) pay the unpaid rent and any charge for use and occupation up to the date an order is made;

(c) pay rent and any charge for use and occupation from the date of the order until the claimant recovers possession of the property;

(d) pay the claimant's costs of making this claim.

11. In the alternative to possession, is the claimant asking the court to make a demotion order or an order suspending the right to buy?

☐ Yes ☐ No

Demotion/Suspension claim
This section must be completed if the claim includes a claim for demotion of tenancy or suspension order in the alternative to possession

12. The (demotion) (suspension) claim is made under:

☐ section 82A(2) of the Housing Act 1985

☐ section 6A(2) of the Housing Act 1988

☐ section 121A of the Housing Act 1985

13. The claimant is a:

☐ local authority ☐ housing action trust

☐ registered social landlord or a private registered provider of social housing ☐ other please specify (suspension claims only) _____

(Demotion claims only)

14. Has the claimant served on the tenant a statement of express terms of the tenancy which are to apply to the demoted tenancy?

☐ Yes ☐ No

If Yes, please give details:

15. The claimant is claiming delete as appropriate (demotion of tenancy) (and) (an order suspending the right to buy) because: *State details of the conduct alleged and any other matters relied upon.*

Statement of Truth

"(I believe)(The claimant believes) that the facts stated in these particulars of claim are true.
"I am duly authorised by the claimant to sign this statement.

signed _____ date _____

"(Claimant)(Litigation friend(whenever claimant is a child or a patient))(Claimant's solicitor)
"delete as appropriate

Full name _____

Name of claimant's solicitor's firm _____

position or office held _____
(if signing on behalf of firm or company)

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Appendix F Example of a form N215 – Certificate of Service

Certificate of service

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