THE LETTINGS HUB
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YOUR GUIDE TO POSSESSION GROUNDS

| RENTERS' RIGHTS ACT

RENTERS' RIGHTS ACT
BOX READY

REGAINING POSSESSION UNDER THE RENTERS' RIGHTS ACT

When the Renters' Rights Act is implemented, regaining possession of a rented property is set to fundamentally change. Landlords will use the Section 8 process, and must rely on a specific statutory ground, follow the correct legal process, and obtain a court order before possession can be granted. Each ground has its own conditions, notice requirements and evidence thresholds, and choosing the wrong route - or serving an incorrect notice - can delay or prevent possession altogether.

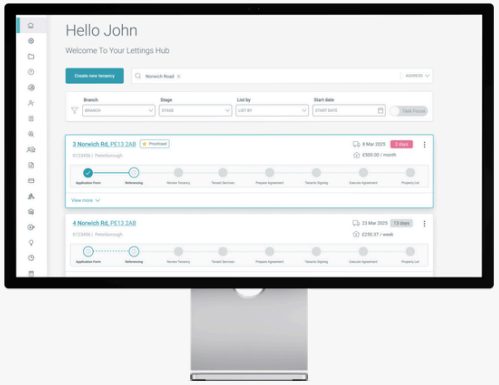
In this Toolkit, we look at the expanded grounds for eviction and take you and your landlords through the critical steps and considerations to support you as you prepare for, and navigate the new requirements.



WHAT ARE THE MOST COMMON REASONS TO GAIN POSSESSION?

IN THIS TOOLKIT WE LOOK AT:

1 | Selling the property
2 | Rent arrears
3 | Anti-social behaviour
4 | Damage to property



BOX IS RENTERS' RIGHTS READY

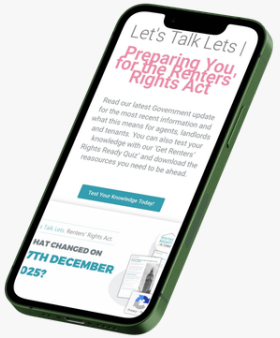
The Renters' Rights Act presents an opportunity to further empower our clients. Our award-winning tenancy management platform, BOX, has been meticulously enhanced to ensure our 1,500+ customers are not only compliant with the new legislation but also poised for success in 2026 and beyond.

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NEED A REFRESH?

Visit our Renters' Rights Hub to discover more tool kits and guides to help you stay on top of the changes.

TAKE A LOOK - RENTERS' RIGHTS HUB



LANDLORD WISHES TO SELL THE PROPERTY | GROUND 1A – MANDATORY

Marketing a property for sale is separate from regaining possession, because although a landlord could decide to market a property at any time, vacant possession can only be obtained by using the correct statutory ground and following the legal process. Therefore, when the landlord intends to sell the property with vacant possession, they need to follow these steps.

1 Check the correct ground applies

- The landlord's intention to sell must be genuine, and they must be able to evidence it.
- The notice can't be served within the first 12 months of the tenancy start date.

Although there is no requirement to serve notice before marketing a property for sale, it is always best practice to advise the tenant first.

2 Correctly serving the notice

- The landlord must use the official, legally prescribed notice form.
- The correct notice period must be provided (four months).
- All of the required prescribed information must already have been provided to the tenant.
- The notice must be served in line with the tenancy agreement (this is usually by post, unless another method has been specified).

Any errors made can invalidate the notice, which could delay possession.

3 What to expect next

If the tenant leaves during the notice period then no court application is required, and the landlord regains possession once the property has been vacated. However, if the tenant doesn't leave before the notice period expires:

- A court application will need to be made.
- All of the evidence of the landlord's intention to sell will be scrutinised.
- A hearing may be necessary.

Court processes can take several months and are outside the landlord's control.

4 Gaining possession

Where possession is granted on the basis of an intended sale:

- The property must not be re-let for 12 months if the sale does not go through, or it is waiting to be sold.
- Re-letting during this period may result in financial penalties, enforcement and a Rent Repayment Order claim by the former tenant.

This ground must not be used as a workaround to remove tenants.

IMPORTANT RESTRICTION | RE-LETTING THE PROPERTY

The restriction on re-letting applies to the landlord who sold the property, not to the new owner. Therefore, if they choose to return the property to the Private Rental Sector, this is allowable. However, the circumstances of the sale may be scrutinised, particularly if ownership transfers within a family.

RENT ARREARS | GROUND 8 – MANDATORY, AND GROUNDS 10 AND 11 - DISCRETIONARY

Where a tenant has fallen into arrears, landlords may be able to seek possession using mandatory or discretionary grounds. The chosen route will depend on the level and pattern of arrears. The correct ground must apply, notice must be served correctly, and possession can only be granted by the court.

1 Check the correct ground applies

- The level and pattern of rent arrears must meet the conditions of the relevant ground.
- Mandatory and discretionary grounds apply depending on the circumstances.
- Evidence of arrears must be available and up to date.

2 Correctly serving the notice

- The landlord must use the official, legally prescribed notice form.
- The correct notice period must be provided (four weeks).
- All of the required prescribed information must already have been provided to the tenant.
- The notice must be served in line with the tenancy agreement (this is usually by post, unless another method has been specified).

Any errors made can invalidate the notice, which could delay possession.

3 What to expect next

If the tenant clears the arrears or leaves during the notice period then no court application is required, and the tenancy may continue. Alternatively, if the tenant vacates the property, then possession is regained.

If the tenant does not leave and arrears remain:

- A court application will need to be made.
- All of the evidence of the landlord's intention to sell will be scrutinised.
- A hearing may be necessary.

Court processes can take several months and are outside the landlord's control.

4 Gaining possession

- Possession is only granted by the court.
- For mandatory grounds, possession will be granted if the ground is proven.
- For discretionary grounds, the court will decide whether possession is reasonable.
- If the tenant does not leave once possession is granted, enforcement action may be required.

SELECTING THE CORRECT GROUND

Ground 8 - Applies where the tenant has at least three months' rent arrears, both when notice is served, and at the court hearing.

Ground 10 - Used where there are some rent arrears at the time of notice or hearing.

Ground 11 – Where the tenant is persistently late, or makes irregular payment of rent.

ANTI-SOCIAL BEHAVIOUR | GROUND 7A – MANDATORY, AND GROUND 14 - DISCRETIONARY

Anti-social behaviour can be distressing for neighbours and can blight communities. Where such behaviour occurs in a rented property, the agent or landlord could seek possession using mandatory or discretionary grounds, depending on the severity, frequency and impact of the behaviour. Any allegations must be supported by clear evidence, and the court will carefully scrutinise the circumstances of each case.

1 Check the correct ground applies

- The behaviour must meet the legal definition of anti-social behaviour.
- Mandatory and discretionary grounds may apply depending on the seriousness.
- Evidence must be available and documented.

2 Correctly serving the notice

- Select the most suitable Ground, and use the appropriate prescribed notice.
- ·The notice period depends on the ground relied upon.
  - For Ground 7A no notice is required, and an immediate application should be made to the court.
  - For Ground 14, four weeks' notice is required.

Errors will invalidate the notice and delay possession.

3 What happens after notice is served

If the mandatory Ground 7A for 'serious anti-social or criminal behaviour' has been used:

- The landlord may apply to the court immediately, once the notice is served.
- The court will assess whether the evidence presented meets the legal test for eviction.
- If the ground is proven, the court must grant possession.

If the discretionary Ground 14 for 'ongoing nuisance or annoyance' has been used:

- Once the notice is served on the tenant, they have the opportunity to change their behaviour during the notice period.
- If the behaviour continues or the tenant does not leave, the landlord may then apply to the court.
- The court will consider whether possession is reasonable, based on the evidence provided.

The quality of evidence presented is critical, however bear in mind that sometimes neighbours may be reluctant to share their concerns formally if they fear the consequences.

4 Gaining possession

- Possession is only granted by the court.
- For mandatory Ground 7A, the court must grant possession if the ground is proven.
  - In serious cases, the landlord may apply for permission to transfer enforcement to the High Court.
- For discretionary Ground 14, the court will decide whether possession is reasonable.
- If the tenant does not leave, enforcement action may be required before vacant possession is achieved.

SELECTING THE CORRECT GROUND

Ground 7A – Used when there is serious anti-social or criminal behaviour.

Ground 14 – Applies for ongoing nuisance, annoyance, or anti-social conduct.

DAMAGE TO PROPERTY | GROUNDS 13 AND 15 - DISCRETIONARY

A rented property is a significant investment, and landlords are entitled to expect it to be looked after responsibly. Therefore, when a tenant causes damage to the property or its contents - beyond what could be described as fair wear and tear - a landlord may be able to seek possession. Both options are discretionary grounds, meaning the court will consider the extent of the damage, the cause, and whether possession is reasonable in the circumstances.

1 Check the correct ground applies

- The damage must go beyond fair wear and tear.
- The condition of the property must have deteriorated due to the tenant's actions or neglect.
- Evidence of the damage must be documented.

2 Correctly serving the notice

- The landlord must use the official, legally prescribed notice form.
- The correct notice period must be provided (two weeks).
- All of the required prescribed information must already have been provided to the tenant.
- The notice must be served in line with the tenancy agreement (this is usually by post, unless another method has been specified).

3 What to expect next

- The tenant may repair the damage or address the issue during the notice period.
- If the damage is remedied, the court may decide that possession is not reasonable.
- If the damage remains or worsens, the landlord may apply to the court.
- The court will consider:

-The severity and extent of the damage.
-Whether it goes beyond fair wear and tear.
-The evidence provided and any remedial action taken.

4 Gaining possession

- Possession can only be granted by the court.
- As these are discretionary grounds, the court will decide whether possession is reasonable given the damage.
- If the tenant does not leave once possession is granted, enforcement action may be required.

SELECTING THE CORRECT GROUND

Ground 13 - Used where the condition of the property has deteriorated.

Ground 15 - Relates to deterioration of the furniture or contents.