

Is your section 21 notice valid?

This factsheet looks at how your landlord can end your assured shorthold tenancy without giving any reason by following the procedure in section 21 of the Housing Act 1988.

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Note

Information contained in this publication is correct at the time of going to press. Please check details before use.

Check if you have an AST

You may have an assured shorthold tenancy (AST) if your landlord is a private individual or a housing association. You cannot have an AST if your landlord is the council. Your AST may be either:

- a fixed-term tenancy, normally for six or 12 months
- a statutory periodic tenancy (ie an AST which arises by law if you stay in the property after the end of the fixed term on the same terms as before but without signing a new agreement), or
- a contractual periodic tenancy from the start (usually weekly or monthly).

Seek advice if you are in any doubt, especially if you moved into your property before 28 February 1997.

Evicting you from your home

If you have an AST, you cannot be lawfully evicted without a court order. A court cannot make an order for possession unless you have been given a valid section 21 notice.

Your landlord can issue a section 21 notice at any time but cannot actually evict you during a fixed term, or for the first six months of your contractual periodic AST.

Check if a section 21 notice is valid

Your deposit must be protected

For any new, renewed or statutory periodic AST since April 2007 a landlord must:

- protect your deposit in a government authorised scheme within a set time, and
- give you required information about how the scheme works.

If your landlord has not done both of these things correctly before giving you a section 21 notice, the notice will be invalid.

The rules about deposits are complicated so do seek further advice.

Houses in multiple occupation

If you live in a property with other households, it might require a licence from the council. In such cases, if there is no licence any section 21 notice would be invalid. Ask the council if in doubt.

Tenants' names and property details

The name(s) of the tenant(s) and the details of the property must be correct on the notice.

The expiry date must be correct

If the notice is issued during a *fixed-term* or *statutory periodic AST*, it must:

- be in writing
- give you at least two months from the date it is served until the date you have to leave. If you have a fixed-term AST, the notice must expire at or after the end of the fixed term. If it expires before, it is probably invalid.

If the notice is issued during a *contractual periodic AST*, it must meet all the above requirements and also:

- expire at the end of a period of your tenancy, or contain a valid 'saving clause' (see below)
- state that possession is required under section 21 of the Housing Act 1988.

Saving clause

Your notice may contain a statement such as: 'Possession is required on [date] or if not valid, after the next expiry date of a period of the tenancy two months from the date of service of this notice'. This clause is valid only if you can work out the notice's expiry date.

Court action and costs

When the notice has expired, landlords pay a fee to issue a claim for possession in the county court and may incur other costs that you could be ordered to pay.

If the section 21 notice is invalid, the court will not make an order for possession or for costs. However, bear in mind that if your landlord wants you to leave s/he can simply issue a new (valid) notice.

Further advice

You can get further advice from Shelter's free* housing advice helpline (0808 800 4444), a local Shelter advice service or citizens advice bureau, or by visiting shelter.org.uk/advice or adviceguide.org.uk

*Calls are free from UK landlines and main mobile networks.