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# Ending a Tenancy: Grounds for serving notice

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Grounds for serving notice after the removal of Section 21



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# Section 21- no fault evictions- have been removed.

- The grounds in this guide apply when a landlord decides to end a tenancy (not when a tenant voluntarily chooses to leave).
- Under the Renters' Rights Act, a valid Section 8 notice must be served.
- Serving a defective notice is an offence.
- If a tenant leaves after receiving the notice (without the case going to court), the landlord or agent can be fined if they used grounds they could not legally rely on — whether through negligence or on purpose.
- To reduce risk, it may be better for landlords and agents to work with a legal partner to serve notices on their behalf.



Ground	Description	Notice	Comments	Detail
<b>1</b>	Landlord, spouse or civil partner, children, siblings, grandparents, grandchildren wish to occupy	4 months	You cannot market or re-let the property starting from when the notice is served, and continuing until 12 months after the notice expires — a total of 16 months	Companies or trusts cannot use
<b>1A</b>	Landlord wishes to sell or grant a lease of more than 21 years	4 months	You cannot market or re-let the property starting from when the notice is served, and continuing until 12 months after the notice expires — a total of 16 months	
<b>1B*</b>	Landlord wishes to sell or grant a lease of more than 21 years	4 months		Social landlords only
<b>2</b>	Mortgagee in possession wishing to sell	4 months		Must be used by mortgagee
<b>2ZA*</b>	Superior landlord has given notice to terminate the superior tenancy	4 months	Could be used by Housing Associations to offer a form of rent to rent	Social landlords only
<b>2ZB-2ZD*</b>	Superior tenancies ending	4 months	Various grounds to allow termination where a superior tenancy is to end	Social landlords only
<b>4</b>	Property previously let to students	2 weeks	Let on PBSA exemption in the last 12 months	
<b>4A</b>	Property let to students	4 months	The property must be fully occupied by full-time students. Possession is only needed between 1 June and 30 September, and the tenancy agreement must be signed no more than six months before the students move in	Notice must be given to tenant before tenancy commences

Mandatory Grounds: 1 – 8, Discretionary Grounds: 9 – 18, Grounds marked with asterisk \* are for use by social landlords only



Ground	Description	Notice	Comments	Detail
<b>5</b>	Property required for the use of a minister of religion	2 months		
<b>5A</b>	Property required for a seasonal employee	2 months	Employee must be working at least 35 hours per week in agriculture	
<b>5B*</b>	Property required for key workers	2 months		Social landlords only
<b>5C</b>	Let in consequence of employment	2 months	Employee is no longer in that employment, or it was a temporary arrangement at the outset of the employment	
<b>5D*</b>	Key workers	2 months	Tenancy agreement included a requirement connected with tenant employment which is no longer fulfilled	Social landlords only
<b>5E-5H</b>	Various grounds for social and supported housing	4 weeks (2 months for 5H)		Social landlords or supported housing providers only

Mandatory Grounds: 1 – 8, Discretionary Grounds: 9 – 18, Grounds marked with asterisk \* are for use by social landlords only



Ground	Description	Notice	Comments	Detail
6	Redevelopment	4 months	Landlord can show that they intend to substantially develop or reconstruct, and this cannot be done with the tenant in place	Social landlords must offer alternative accommodation
6A*	Alternative accommodation	4 months	Alternative accommodation was provided temporarily by a social landlord to allow for eviction under ground 6	Social landlord only
6B	Unlawful letting	4 months	Landlord must comply with banning order, overcrowding notice, HHSRS notice, or an HMO licence has been revoked	Court has a discretion to order compensation to tenant
7	Tenancy inherited through will or intestacy	2 months		Only where it is a second such succession
8	Severe rent arrears	4 weeks	Three months arrears	Unpaid UC cannot be counted against arrears
9	Suitable alternative accommodation is available	2 months		
10	Some arrears of rent	4 weeks		
11	Persistent late payment of rent	4 weeks		
12	Breach of contract other than rent arrears	2 weeks		
13	Deterioration of the common parts due to the tenant	2 weeks		

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Ground	Description	Notice
14	Nuisance or ASB or interference with management	No notice
14ZA	Conviction of the tenant for an indictable offence at a riot	2 weeks
14A*	Domestic violence	2 weeks
15	Deterioration of furniture due to the tenant	2 weeks
16	Moved to ground 5C	
17	Landlord was induced to grant the tenancy by a false statement by the tenant	2 weeks
18	Tenant has unreasonably refused to co-operate with the person providing support services	4 weeks
15	Deterioration of furniture due to the tenant	2 weeks
16	Moved to ground 5C	
17	Landlord was induced to grant the tenancy by a false statement by the tenant	2 weeks
18	Tenant has unreasonably refused to co-operate with the person providing support services	4 weeks

Mandatory Grounds: 1 – 8, Discretionary Grounds: 9 – 18, Grounds marked with asterisk \* are for use by social landlords only

