

Section 21 evictions and how to deal with them

If you've received a Section 21 eviction notice, you're probably concerned about whether you have to leave your current property.

This Housing Helpsheet should help you understand your rights in this situation, including whether you can challenge your landlord and remain in the accommodation.

What is a Section 21 eviction notice?

A Section 21 eviction notice is where a landlord tries to evict you without having to give a reason i.e., even if you've not broken the tenancy agreement.

Sometimes, they're called a 'no-fault' eviction notice. They're one of the leading causes of homelessness in the UK.

A Section 21 eviction notice only applies to an [assured shorthold tenancy](#). This is likely to be the tenancy you're on if you're renting from a private landlord and you don't share any accommodation with your landlord.

[Check what type of tenancy you have.](#)

The Section 21 notice gives you the date the landlord wants you to leave the property by. This date must be at least two months away.

You can refuse to leave on this date, in which case the landlord must get a court order to get you to leave. This can take several months (see page 6 for details).

If you do refuse to leave after the Section 21 notice period and the landlord still tries to evict you *without* a court order, they are committing a criminal offense.

When is the earliest my landlord can serve me a Section 21 eviction notice?

If you have a fixed-term tenancy agreement, the earliest a landlord can serve a Section 21 eviction notice is two months before the end of the fixed term.

If you have a fixed term tenancy agreement with a [break clause](#), the earliest the landlord can serve a Section 21 notice is two months before the break clause date.

A landlord is not allowed to serve a Section 21 eviction notice earlier than four months into *any* kind of tenancy.

What should I do if I've received a Section 21 eviction notice?

You should speak to your landlord and also contact the council if you've been served a Section 21 eviction notice.

Speaking to your landlord

They may agree to an extension if you need to stay past the notice period. Some landlords prefer this over the cost and inconvenience of court proceedings.

Contacting the council

The council may have a duty to help you if you've received a Section 21 notice, as this means you are legally threatened with homelessness.

You can call them on 0117 352 6800

Or visit the [Citizen Service Point](#). You can do this on weekdays from 9am-5pm (except for Wednesdays, when they're open 10am-5pm). The address is:

100 Temple Street, Bristol, BS1 6AG

When you visit the council, be sure to take any relevant documents if you have them. For example:

- The Section 21 notice
- Your tenancy agreement
- Any documents given to you by your landlord at the beginning of the tenancy e.g., an Energy Performance Certificate, the Gas Safety Certificate, and the government's 'How to rent' guide. If you weren't given one or more of these, Section 21 eviction notice will be invalid (see page 4 for details).

It will also be helpful to bring the following (where applicable):

- Proof of income (e.g., wage slips or proof of benefits);
- Proof of identity and immigration status (e.g., a passport or ID card);
- Proof of any medical conditions or pregnancy (e.g., a letter from your doctor, your [medical notes](#), or a letter from your midwife);
- Proof of children you're responsible for (e.g., birth certificates, adoption certificates).

If you contact the council after the landlord has served you a Section 21 eviction notice, they may ask you to stay in the property until you're evicted by bailiffs (more on the full eviction process on page 6).

Make sure you follow their advice - if you leave before you legally have to, the council may refuse to help you as they could say you're making yourself 'intentionally homeless'.

You can also contact [Housing Matters](#) or head to one of our [drop-in sessions](#) for free advice on what to do if you've been served a Section 21 notice.



Is my Section 21 eviction notice valid?

For a Section 21 notice to be valid, your landlord must have followed various rules. If they haven't, your notice will be invalid, meaning you can't legally be evicted.

If your landlord tries to serve you with a Section 21 notice, it will be invalid in any of the following circumstances:

- The landlord hasn't delivered it via '[Form 6A](#)'. This is a particular form that must be filled out by a landlord in order to legally serve a Section 21 eviction notice.
- It was served within four months of the start of the original contract between you and the landlord.
- It's been more than six months since you received the Section 21 eviction notice and the landlord hasn't started any court action.
- If you receive it before the landlord gives you a current copy of:
 - Your Gas Safety Certificate;
 - Your Energy Performance Certificate, and;
 - The government's guide: "How to Rent: The Checklist for Renting in England".
- If it's served within six months of the council ordering your landlord to do repairs under an 'improvement notice' or 'emergency works notice'.
- If it's served by a 'House in Multiple Occupation' (HMO) landlord who doesn't have the correct license needed to serve Section 21 eviction notices. An HMO is a building in which more than three people who aren't part of the same family live e.g., a shared house, bedsit or B&B.
- If your deposit isn't protected in a tenancy deposit scheme, or it was only protected by one over 30 days after your most recent contract start date. In these circumstances, the landlord would have to return your deposit to you before they could issue a valid Section 21 eviction notice.



- The notice period they've tried to give you is less than two months. (And if your rent is paid up front, you're entitled to notice equal to the rental period you have paid for.)

[Find out more about the validity of Section 21 notices.](#)

What happens if the notice is invalid?

If the notice is invalid, the court will not grant your landlord a possession order. This means the landlord has no legal right to evict you.

If the landlord still wanted to gain possession of the property (i.e., evict you), they would have to start the process again with a new Section 21 eviction notice.

When do I have to leave my property?

The Section 21 eviction notice is two months – i.e., the landlord is asking you to leave in two months' time. However, you don't have to leave after two months.

You can dispute the Section 21 eviction notice. Then, the landlord would have to get a court notice to evict you. This court notice is called a possession order.

If the landlord is successful with this, they can serve you with a possession order. This will state the date you have to leave the property by.

Usually this is two weeks from when the order is made. However, you can request up to six weeks if an earlier eviction would cause you 'exceptional hardship'.

If you don't leave by the date stated in the possession order, the landlord can apply to court for bailiffs to evict you. If the landlord is successful with this, you will receive notice of the date and time of the upcoming eviction by bailiffs.

This entire process takes an average of 6-8 months from the date the Section 21 eviction was served.

Legally, you must leave the property when the bailiffs come to evict you. You will have to pay the cost of the bailiffs' visit, which your landlord can deduct from your deposit.

Until you are evicted by bailiffs, you continue to have all the rights of an [assured shorthold tenant](#), and you must continue to pay your rent.

If the court determines that the Section 21 notice *is* valid and orders you to leave the property, you may have to pay your landlord's court costs.

How long does the eviction process take?

The full eviction process usually takes 6-8 months. Below is the average timeline:

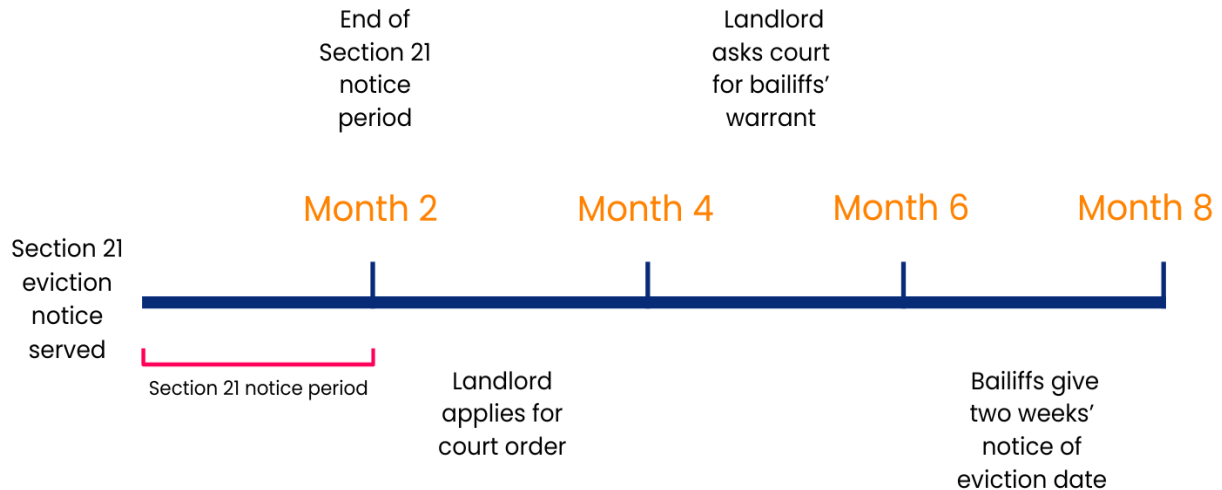
Two months after the Section 21 eviction notice was served, the Section 21 notice period ends. This is the date the landlord can ask you to leave by. (If you contact the council and they ask you to remain in your property until the bailiffs evict you, you should do so – see page 3 for more details.)

Approximately 2-4 months after the Section 21 eviction notice was served (and you've refused to leave on the date the landlord asked you to), the landlord applies for a court order (possession order) to evict you. If successful, you will be ordered to leave the property within two weeks (six weeks in some circumstances – see page 5).

Approximately 4-6 months after the Section 21 eviction notice was served (and you have refused to obey the court order to leave the property), the landlord will ask the court for a bailiffs' warrant to evict you.



Approximately 6-8 months after the Section 21 eviction notice was served, the bailiffs will give you notice of an eviction date. The bailiffs will always give you exactly two weeks' notice.



Full legal eviction timeline (approximate) for when someone refuses to leave their home at the end of the Section 21 notice period, and again following the court order to leave the property

[Find out more about the full eviction process from Shelter.](#)