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Overview of the grounds covered by a Section 8 Notice /1

There are 26 mandatory grounds for possession under the RRA and 11 discretionary grounds so 37 in total (this includes sub grounds).

Some grounds are new, some have been amended and some have remained the same.

- Grounds 1-8 are mandatory
- Grounds 9 and above are discretionary

Overview of the grounds covered by a Section 8 Notice /2

Some of the grounds a Housing Options officer is unlikely to see. We need to understand which of the grounds we are more likely to see for applicants presenting to the council as homeless, and what the rules are for each of these grounds so that the Options officer can decide if:

- The notice meets the rules to be a valid notice; and
- from the details of the landlord's claim whether they believe that ground is likely to be proven or not in Court, and
- whether there is a defence that the applicant that can be submitted to the Court.

Landlords may choose to issue a Section 8 notice relying on several grounds both mandatory and discretionary

Some of the grounds are only for use by Registered Provider Housing Associations or Supported Housing landlords.

The Mandatory Grounds

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1	Occupation by landlord or family	The landlord or their close family member wishes to move into the property
1A	Sale of dwelling-house	The landlord wishes to sell the property
1B	Sale of dwelling-house under rent-to-buy	The landlord is a private registered provider of social housing and the tenancy is under a rent-to-buy agreement
2	Sale by mortgagee	The property is subject to a mortgage and the lender exercises a power of sale requiring vacant possession
2ZA 2ZB 2ZC 2ZD	Possession when superior lease ends	The landlord's lease is under a superior tenancy that is ending. There are strict definitions of who can use these grounds and how

The Mandatory Grounds

/2

4	Student accommodation	In the 12 months prior to the start of the tenancy, the property was let to students. Can only be used by specified educational establishments
4A	Properties rented to students for occupation by new students	A HMO is let to full-time students and is required for a new group of students in line with the academic year. Cannot be used if the tenancy was agreed more than 6 months in advance of the tenancy starting (i.e. the tenant moving in).
5	Ministers of religion	The property is held for use by a minister of religion to perform the duties of their office and is required for occupation by a minister of religion
5A	Occupation by agricultural worker	The landlord requires possession to house an agricultural worker, either as an employed or self-employed worker for the landlord.

The Mandatory Grounds

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5B 5C 5D	End of employment or occupation by person who meets employment requirements	Grounds all connected with tenancies provided in respect of employment or end of employment
5E	Occupation as supported accommodation	The property is held for use as supported accommodation and the current tenant did not enter the tenancy for the purpose of receiving care, support or supervision
5F	Dwelling-house occupied as supported accommodation	The tenancy is for supported accommodation and one of the circumstances set out in the ground, making the accommodation no longer viable or suitable for that tenant, has occurred

The Mandatory Grounds

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5G	Tenancy granted for main homelessness duty	The property has been used as temporary accommodation for a homeless household, under s193 of the Housing Act 1996, and a local housing authority has notified the landlord that the tenancy is no longer required for that purpose. The landlord can only use this ground if within 12 months of the date of the notice from the local housing authority
5H	Occupation as 'stepping stone' accommodation	A registered provider of social housing or a charity lets to a tenant meeting eligibility criteria (e.g., under a certain age) at "affordable rent", to help them access the private rented sector and/or transition to living independently, and the tenant no longer meets the eligibility criteria, or a limited period has come to an end.

The Mandatory Grounds

/5

6	Redevelopment	The landlord wishes to demolish or substantially redevelop the property which cannot be done with the tenant in situ. Various time limits and/or notice requirements exist for this ground depending on the circumstances. The landlord and tenancy must be of the kind listed in the table. A relevant social landlord who intends to carry out redevelopment work and seeks possession on Ground 6 either through case A or B will need to provide alternative accommodation that meets specific conditions set out in case A or B and is either available or will be available when an order for possession takes effect
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The Mandatory Grounds

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6A	Decant Accommodation	The tenant has been provided with alternative accommodation by a relevant social landlord while redevelopment affecting the tenant's original home is carried out
6B	Compliance with enforcement action	The landlord is subject to enforcement action and needs to regain possession to become compliant

The Mandatory Grounds

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7	Death of tenant	The tenancy was passed on by will or intestacy, and proceedings began within the requisite period of 12 months
7A	Severe ASB/Criminal Behaviour	The tenant has been convicted of a type of offence listed in the ground, has breached a relevant order put in place to prevent anti-social behaviour or there is a closure order in place prohibiting access for a continuous period of more than 48 hours
7B	No right to rent	At least one of the tenants has no right to rent under immigration law as a result of their immigration status and the Secretary of State has given notice to the landlord of this

The Mandatory Grounds

/8

8	Rent arrears	The tenant has at least 3 months' (or 13 weeks' if rent is paid weekly or fortnightly) rent arrears both at the time notice is served and at the time of the possession hearing
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The Discretionary Grounds

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9	Suitable alternative accommodation	Suitable alternative accommodation is available for the tenant
10	Any rent arrears	The tenant is in any amount of arrears
11	Persistent arrears	The tenant has persistently delayed paying their rent
12	Breach of tenancy	The tenant is guilty of breaching one of the terms of their tenancy agreement (other than the paying of rent)
13	Deterioration of property	The tenant has caused the condition of the property to deteriorate

The Discretionary Grounds

/2

14	Anti-social behaviour	The tenant or anyone living in or visiting the property has been guilty of behaviour causing, or likely to cause, nuisance or annoyance
14A	Domestic Abuse	A social landlord wishes to evict the perpetrator of domestic violence if the partner has fled and is unlikely to return
14ZA	Rioting	The tenant or another adult living at the property has been convicted of an indictable offence which took place at a riot in the UK

The Discretionary Grounds

/3

15	Deterioration of furniture	The tenant has caused the condition of the furniture to deteriorate
17	False statement	The tenancy was granted due to a false statement made knowingly or recklessly by the tenant or someone acting on their instigation
18	Supported accommodation	The tenancy is for supported accommodation and the tenant is refusing to engage with the support