Transcript

RRA Unit 1.2

Section 8 mandatory grounds

Hello everybody. We are going to look in this video at the Section 8 mandatory grounds for possession. You will most probably have already seen the video which looks at all of the grounds, both mandatory and discretionary, and summarises what those grounds are. Later on, you'll see the video which is about the discretionary grounds. This video focuses on the mandatory grounds, and the mandatory grounds which are most likely to be seen by the housing options service in their work to try and prevent homelessness.

The mandatory grounds most likely to be seen need a bit of context. First of all, if it is a mandatory ground that the landlord is relying on, and the landlord has been able to prove the evidence for the ground that they are relying on, then the court must grant possession. The court does not have a choice. So for mandatory grounds, it is all about the landlord proving the evidence. With a discretionary ground, even if the evidence is proven by the landlord, the court then brings in the test of reasonableness to decide if it is reasonable to give possession. But for a mandatory ground, none of that discretion is in place. The court is not able to consider discretion. It is just about whether the ground has been proven, and that is down to the evidence that the landlord provides. Therefore, knowing what the evidence is that the landlord needs to prove the ground means the housing options service can help the tenant to defend that ground if the service does not believe that the evidence is sufficiently robust for the ground to be proven in court.

Grounds 1 to 8 in the Housing Act 1988, as amended by the Renters Rights Act, are mandatory. If you include all the sub-grounds – for example, ground 1 has about six or seven sub-grounds – then it adds up to 26 mandatory grounds in total. So grounds 1 to 8 with the sub-grounds add up to 26 mandatory grounds. In the council's housing options service, you are only likely to see tenants presenting who have been served a Section 8 notice based on around seven of the mandatory grounds. That does not mean you will not see people presenting with one of the other grounds, but this video is about the seven common mandatory grounds that a tenant will be presenting to the housing options service. We are going to have a look at each of those seven mandatory grounds. First we will summarise what they are.

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These are the seven mandatory grounds most likely to be seen by the council's housing options service: Ground 1 – occupation by landlord or family (the landlord wants the property back for themselves or close family); Ground 1A – sale of dwelling house (the landlord wants to sell the property and needs repossession back to sell); Ground 2 – sale by mortgagee (for example, a buy-to-let landlord's mortgage has been repossessed and the lender wants the property back to sell, even though it has been rented out); Ground 6 – redevelopment (the landlord needs the property back to redevelop it); Ground 6B – compliance by the landlord with enforcement action taken by the council (where the council has issued certain enforcement action and the only way the landlord can comply is by gaining possession); Ground 7A – severe antisocial behaviour or criminal behaviour at the severe end; and Ground 8 – serious rent arrears.

We will now look at each of these seven grounds so that you are able to understand more about the ground, the evidence base that the landlord will need to provide, the various restrictions, and the notice period required.

It is a bit of guesswork to say which of those seven will be the most common for housing options services. If we were guessing, the order would probably be: Ground 8 first (serious rent arrears), followed by Ground 1A (sale of dwelling house), followed by Ground 7A (severe antisocial or criminal behaviour). That is guesswork; as the Renters Rights Act takes full effect, we will see what the actual most common reasons for tenants presenting actually are.

Ground 1 – occupation by the landlord or close family. There is quite a lot here that the landlord has to get right and understand. The landlord must give four months' notice to a tenant if they wish to have the property back for occupation by themselves or by family, and the relevant date – when the four-month notice period expires – cannot be until after the first 12 months of the tenancy. This first 12 months is called the protected period. You can see landlords getting that wrong where it is a new tenancy and the landlord issues four months' notice four months before the first 12 months end, but the date the notice expires is still within the first year. The landlord would then have to start again. During the protected period, the landlord cannot rely on this ground to get possession.

The landlord also has to get right the definition of "family." A landlord might think they can have the property back to let to an aunt or second cousin, but that is not the case. The definition of family to rely on this ground is clearly defined. It includes, in summary, the landlord's spouse or civil partner, or a person with whom they live as if married or as if in a civil partnership, and that person's children and grandchildren. It

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also includes the landlord's parents, grandparents, siblings, children, or grandchildren, and includes relationships of the half-blood, but it does not include nieces, nephews, uncles, or aunties. There is therefore a clear definition of what is “close family” if the landlord wants to rely on Ground 1.

If the landlord gets possession back for close family and then changes their mind and wants to relet the property, the landlord will not be able to market, offer, or relet the property for the restricted period, including as, say, an Airbnb. The restricted period starts from the date the notice is served and ends 12 months after the date the notice expires, or (if the tenant does not leave and the landlord issues possession proceedings) 12 months after the particulars of claim for possession are issued. In simple terms: the restricted period starts on service of the four-month notice and ends 12 months after that notice period expires – meaning the landlord cannot relet or remarket the property for about 16 months. If they do, that will be a breach and an offence under the civil penalties regime, and the landlord could be liable for a significant civil penalty from the council.

Ground 1A – needing the property back to sell. Again, a landlord must give four months’ notice to a tenant if they wish to sell the property. The relevant date when that notice expires cannot be until after the first 12 months of the tenancy, the same protected period as for Ground 1. The landlord will not be able to market, offer, or relet the property for the restricted period, starting from the date the notice is served and ending 12 months after the notice period expires – so 16 months from service. If the landlord then decides to relet during that restricted period, that is a breach or offence under the Renters Rights civil penalty regime and the landlord can be fined. Landlords therefore have to be absolutely certain that they want to sell before relying on Ground 1A.

Before the Act, many landlords were using Section 21 notices saying they wanted the property back to sell, when the real reason was to relet at a higher rent. That now effectively comes to an end, because from the introduction of the Renters Rights Act a landlord needs to be certain they want to sell. If they change their mind, they will have a long period where the property sits empty and no rent is coming in. A frequent question is whether this restricted 12-month period for not reletting only applies to tenancies signed after the Act came in on 1 May. It does not. It applies to the first 12 months of any new tenancy, whenever it started. For example, if a tenancy started in January 2026, the Renters Rights Act then came in on 1 May 2026, but the protected period is still the first 12 months from January 2026, during which the landlord cannot rely on this ground.

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Ground 8 – serious rent arrears. There was always a Ground 8 for rent arrears, but it has been amended by the Renters Rights Act to make it more difficult to evict tenants for low levels of arrears. The minimum notice period has been increased from two weeks to four weeks. The threshold for rent owed before the notice can be issued is now three months' arrears (it used to be two). If it is a weekly tenancy, the threshold is 13 weeks' arrears. Many tenancies will be monthly, but some will be weekly. The tenant must be 13 weeks in arrears if weekly, or three months in arrears if monthly, and must be in arrears both when the notice is served and at the start of the possession hearing. A tenant may be in three months' arrears when the notice is served, but if by the time of the hearing the arrears are below three months, the court cannot give possession on mandatory Ground 8.

Courts are instructed to disregard arrears that should have been covered by a Universal Credit housing costs entitlement. If there have been delays in paying housing costs under UC, those arrears should be disregarded when counting the 13 weeks or three months threshold. The court can adjourn if it needs more evidence about a tenant's benefit claim before making a decision, but this extra protection appears limited to cases where the benefit claim has already been made and a decision issued. A tenant cannot simply say, "I think I could get housing costs benefit and need to make a claim," and expect that to protect them. The arrears that should have been paid by an existing housing costs entitlement can be disregarded; arrears arising before any claim or decision cannot.

Ground 6 – redevelopment. This is where the landlord requires the property back for redevelopment by that landlord. The landlord has to give four months' notice and must evidence to the court that they are going to demolish the property or reconstruct the whole or a substantial part of it. This is not about putting in a new kitchen; that would not meet the redevelopment definition. The landlord also has to show why the work cannot reasonably be done with the tenant remaining in the property. In many cases, even significant work can be done around the tenant, so the landlord must show why vacant possession is needed.

The evidence likely to be needed includes the nature and extent of the proposed works, whether planning permission has been obtained or applied for, and why the work cannot be done with the tenant in occupation. If this is a social landlord or housing association, they may also need to provide details of any alternative accommodation for the tenant (though the Renters Rights Act changes for housing associations do not come in until 2027). There are quite a few rules and evidential requirements here, which create scope for a tenant to defend the claim if the landlord

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has not complied or cannot show the necessary redevelopment and need for vacant possession.

Ground 6B – compliance with enforcement action taken by the council. Four months' notice is required. It can be used where the landlord is obliged to recover possession because of certain forms of enforcement action, almost always taken by the council. Typical circumstances include breach of a banning order; hazards such as overcrowding where the local authority has served an improvement notice or prohibition order; prohibition orders stating that a property cannot be used, usually due to condition or safety; HMO or selective licensing situations where a licence has been refused or revoked; properties occupied by more people than the licence allows; and planning enforcement cases where compliance is incompatible with continued occupation by the tenant. In all those situations, to comply with enforcement the landlord may have to recover possession; Ground 6B allows mandatory possession where that is the case.

The evidence likely to be needed includes the type of enforcement action (improvement notice, prohibition order, banning order, etc.), the date of the enforcement notice or order, the work or actions required, and, critically, why vacant possession is required to comply. The landlord must also show any compensation offered to the tenant, and the court itself can order that compensation be paid due to the impact on the tenant of having to leave. This again is an area where missing or weak evidence can allow a housing options service to help a tenant defend the claim. Ground 7A – severe antisocial behaviour or criminal behaviour. This is at the severe end of criminal or antisocial behaviour, and it is defined. There is no notice period required: the landlord can go straight to court and start proceedings, reflecting the seriousness of the behaviour. But Ground 7A is only for cases where serious antisocial behaviour or criminal activity has already been established. It cannot be used if nothing has yet been proven. Types of established issues that can support Ground 7A include conviction of a serious offence such as murder, sexual offences, or serious violence; breach of an injunction to prevent nuisance or annoyance; breach of a criminal behaviour order (CBO); a closure order made on the property; or conviction for noise nuisance. In each case, the key point is that the matter has already been determined – there is a conviction, order, or breach, not just allegations.

The evidence likely to be required includes the nature of the conviction, breach, or order; the dates; court details and case numbers; copies of any conviction or order; and details of the offence or breach. Some landlords will misunderstand and try to use Ground 7A based on anecdotal complaints. That will not be enough. If there is no such established conviction or order, a landlord can instead look to Ground 14, the

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discretionary antisocial behaviour ground, which will be covered in the discretionary-grounds video. For Ground 7A, if the landlord can demonstrate one of the specified established outcomes, it is then for the court to decide whether the evidence is proven and, if so, to grant possession on this mandatory ground.

Ground 2 – sale required by a mortgagee. This typically involves a mortgage lender which has lent to a landlord (for example via a buy-to-let mortgage), the landlord has let the property, then the landlord defaults on their mortgage. The lender then needs possession to sell the property and recover the debt. Four months' notice is required, so tenants are not given only a few weeks to leave. Before the Renters Rights Act, a lender could only rely on a similar ground if there was a charge in place before the tenancy was granted and if a Ground 2 notice had been served on the tenant before the tenancy started. That old rule was complicated and no longer applies. Now, with the Renters Rights Act in place, any lender can terminate a tenancy on four months' notice in the event of repossession, without worrying about when the tenancy was granted or whether the tenant received a prior Ground 2 notice.

Those are the main mandatory grounds you are likely to see as a council in the housing options service. We have set out the detail for each of the seven common grounds. By setting out the rules and the evidential requirements, it means the housing options service is better able to understand how it might help the tenant to put in a defence against the evidence provided by the landlord where the landlord is claiming that a mandatory ground has been proven.

I'll see you on another video.

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