

Teaching guidance and handouts

Section 21 eviction notices:

learning about the
process and developing
strategies for dealing
with private rented
housing problems



lawforlife

foundation for public legal education

Contents

Introduction	3
--------------------	---

Teaching guidance

Teaching guidance

Background.....	5
Key learning points and outcomes	5
Preparation (equipment, room layout, photocopying, breaks, timing).....	6

Training activities

Training activities

Opening: Introductions and practical matters.....	7
Activity 1: Drawing the experience of eviction.....	9
Activity 2: Relationship breakdown	10
Activity 3: Challenging eviction notices.....	11
Activity 4: Closing.....	12

Handouts

Handouts

Relationship breakdown.....	13
Three-step guide to eviction.....	14
Lawful or unlawful?.....	15
Lawful or unlawful? Answers.....	17
Challenging eviction notices.....	19
Form 6A: Notice seeking possession of a property let on an Assured Shorthold Tenancy	20
Defence form.....	21

Introduction

This training resource has been developed by Law for Life: the Foundation for Public Legal Education.

Law for Life is a charity dedicated to ensuring that people have the knowledge, confidence and skills needed to deal with law-related problems. Our services include:

- ✓ The multi award-winning Advicenow website providing a hand-picked and checked information service that draws together the best up-to-date information about the law and rights available on the internet.
- ✓ Effective materials that provide practical help on how to manage and resolve life's legal problems.
- ✓ Community-based education and training that help people understand how the law works and build their skills and confidence.
- ✓ Support for an international network of practitioners and researchers, sharing knowledge about how and why legal education and information for a wider public is an important part of access to justice.

This resource, intended for use with intermediaries in community organisations, focuses on the development of legal capability. However, please feel free to adapt the modules to suit the needs of clients you work with.

We have used these materials with particular groups, such as migrants or people in receipt of social security benefits, who are more likely to be affected by poor housing conditions and unlawful evictions, and are least likely to report disrepair or rogue landlords.

Who are intermediaries?

Intermediaries are people who work in organisations whose service-users are seeking help to deal with problems which may have legal dimensions. The intermediaries may be paid staff, students, volunteers or trustees, and are unlikely to have any legal or advice training.

This training aims to help them to:

- spot a legal issue,
- know when the law can help,
- find out what rights may apply, and
- know where to get help.

They can then help service users to organise and plan how to deal with their case, help with the practical steps of dealing with a law-related issue, build their confidence, support them to communicate effectively, and to be organised. This training can also be used to support those who currently provide legal advice, but would like to build skills to teach public legal education.

What is legal capability?

At Law for Life we think about legal capability as the personal attributes that someone needs in order to deal effectively with law-related problems. These capabilities include knowledge, skills and attitudes. The concept of legal capability is explicitly about empowerment. It aims to transform, through education, people's knowledge and understanding of their legal rights and their capacity and willingness to enforce them. This is distinct from, and goes beyond, having specific knowledge of legal systems and processes. If you have legal capability it means you can identify potential law-related problems as they arise, find information to help you understand the problem, and take steps to deal with it.

Training overview

This series of training resources contains handouts and guidance notes. Four different legal topics have been paired with particular skills to form each module. They are:

- 1 Finding out about the law:** where to get information and help (consumer contracts)
- 2 Housing disrepair:** assessing courses of action and developing communication skills
- 3 Employment and discrimination:** developing confidence and getting organised
- 4 Dealing with section 21 eviction notices:** learning about the process and developing strategies for dealing with private rented housing problems.

The modules are designed to be taught consecutively, but you can easily adapt them in order to teach them independently. Each module has specific learning aims, which you should use to guide the delivery of the module, as well as detailed guidance notes for each activity.

We hope we have anticipated many of the issues and questions which may arise as you prepare to teach these modules, but please contact us if you need additional support. Any questions about the modules can be directed to info@lawforlife.org.uk.

**Dada Felja, Tara Mulqueen,
Tony Thorpe and David Thomas**
Authors

Acknowledgements

Law for Life would like to thank Lucy Grey (Allen & Overy) for her contribution to the delivery of this training and development of this teaching resource, Susie Dye (Trust for London) for her encouragement and support and all the people who attended this training and gave us their feedback.

Section 21 evictions:

learning about the process and developing strategies for dealing with private rented housing problems



Background

This training will help participants develop a set of strategies for dealing with private rented housing problems, using section 21 eviction notices as an example. It is about developing capacity to deal with legal problems (including getting specialist help, building skills and confidence and using legal information resources), rather than answering technical legal problems.

Key learning points and outcomes

The session is designed to help training participants to:

- understand what a section 21 eviction notice is, and what it really means,
- understand some of the reasons why a tenant may be able to challenge a landlord's claim for a possession order, and
- identify sources of legal information and assistance to help tenants in the private rented sector who are facing eviction from their home.



We anticipate running time to be
3–4 hours

depending on group size and the number of breaks

Preparation

Equipment

Try to have the following items available:

- name tags or labels on which people can write their name,
- flip chart or whiteboard with markers
- sheets of display paper and felt tips for small group use
- adhesive tack to display group charts
- power-point facilities
- internet access or copies of Advicenow's guide **How to deal with a section 21 eviction notice**. If you have the internet and computers/mobile phones available, you can access this guide through the following link: www.advicenow.org.uk/guides/how-deal-section-21-eviction-notice

Otherwise, you may choose to print the relevant sections of the guide.

Photocopying

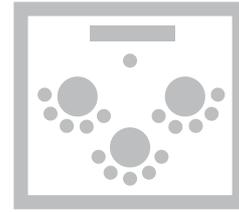
Photocopy the following pages, in advance:

- **Case study: Relationship breakdown (page 13)**
- **Three-step guide to eviction (page 14)**
- **Lawful or unlawful? (page 15)**

These should be cut out and placed in envelopes. Produce enough envelopes for groups of three to four to each have a complete set.

- **Lawful or unlawful? Answers (page 17)**
- Pages 10–14 of Advicenow's guide **How to deal with a section 21 eviction notice**, available at www.advicenow.org.uk/help-private-renters
- **Sample of completed section 21 notice**, available at www.gov.uk/guidance/assured-tenancy-forms#form-6a
- **Sample of a defence form**, available at http://hmctsformfinder.justice.gov.uk/HMCTS/GetForm.do?court_forms_id=355

Room layout



If possible, we suggest that group members sit in pairs or small groups in a semi-circle arrangement, with access to tables, cabaret-style.

Breaks and timing

We indicate how much time the group is likely to require at the start of each activity. We suggest that you give the group a short break after Activity 1 and a lunch break or another short break after Activity 2. Groups may vary in the amount of time they need to complete these tasks. There is enough material for at least three hours, but potentially more. You might consider running the activities over more than one session, based on the needs of your group.

You may find it useful to work with a solicitor in a pro-bono capacity or an advice worker with experience in this field. This is not essential but it's a good way of enriching the learning.

Opening: Introductions and practical matters

15–20 minutes



If this is the first time that the group has met, we suggest that you open by introducing yourselves and asking group members to do the same; giving their name and perhaps brief details of their work role, location, and their reason for coming along. It may be useful to make a note on the board/flip chart of how group members are hoping to benefit from the course, and to comment on any patterns or characteristics that seem to emerge. You can use this list to help guide the discussion at the end of the module or put it up on the wall and refer to it.

Briefly run through the module outline with the group, using it as an opportunity to clarify the aims and objectives and to check on how they link to group members' needs and wishes. Clarify and deal with any misfit between what the group is hoping to get from the course and what you are able to provide.

Stress that the session does not amount to a legal training course, but focuses instead on developing legal capability. You are not expecting group members to have or to develop specialised legal knowledge.

Encourage group members to engage in the sessions by suggesting that they ask questions and seek clarification preferably when their query arises. Stress that you would like members to share their experiences and for the learning experience to be informal.

Finally, check and clarify with the group any practical arrangements, such as break and end times, refreshment arrangements (if any), the location of toilets and fire exits.

Before you proceed with the first activity, it is useful to define some legal concepts.

For instance:

Tenancy

The tenancy agreement is a contract between a tenant and a landlord. It may be written or oral. The hallmarks of a tenancy agreement are:

- Exclusive possession
- At a rent.

If you are able to shut the door on other people and you make a regular payment, you will probably be a tenant. It does not matter if you have nothing in writing from the landlord. However, there are a few exceptions where it is obvious that no-one is intending to create a tenancy – hotel rooms, for example.

If you share facilities with your landlord, you probably do not have a tenancy, but sharing facilities with anyone else does not stop it being a tenancy as long as you have a room that is only yours.

There are obligations that both a tenant and a landlord have which may not be set down in the agreement but which are given by law and are implied into all tenancy agreements.

Assured shorthold tenancy agreement (AST)

A type of tenancy where the landlord may give you a notice to bring it to an end at any time after the first six months (unless the agreement specifies a longer period) without giving any reason.

(continued)

Section 21 eviction notice

A section 21 notice gets its name from that section of the 1988 Housing Act that deals with the right of the landlord to recover possession of a property.

A section 21 notice is the most common way for a landlord to begin the eviction of a tenant with an assured shorthold tenancy agreement.

If you are delivering this session after some of our other modules, we suggest that you open the session with a brief summary of the main ideas covered in the previous session/s, followed by an outline of the work that you intend to cover today and finish by outlining the meaning of the terms: **tenancy**, **AST** and a **section 21 eviction notice**.

Activity 1:

Drawing the experience of eviction

30 minutes



The main purpose of this exercise is to serve as an icebreaker and for group members to share and reflect on their personal experiences of eviction.

With training participants sitting in small groups, give out flip chart paper and markers, asking each group to draw one or a series of drawings which illustrate the “experience of eviction”. Explain that this may be personal or based on the experience of clients or friends and that, although you hope that they will discuss the issues between themselves, they must not use words of any kind in or alongside their drawings. That’s the only rule!

When groups have had sufficient time, get someone from each group to come out with their drawing and ask the whole group to interpret their illustration. As you are doing this, try to question and unpack some of the thoughts, motives and ideas behind the illustrations. For instance, ask open questions such as: What made you say this? What does this say about the law?

During the discussion, make a note of key terms or themes on the board.

After each illustration has been discussed, ask if anyone has anything else to add to the ideas, and reflect on the themes that have been suggested. Some of these might include:

- confusion,
- powerlessness,
- fear,
- worry.

Activity 2:

Relationship breakdown

45 minutes



Give the groups the initial case study, **Relationship breakdown**, where Joel and Jasmine are worried that they may be facing eviction because of some difficulties with disrepair. They have a number of issues in their lives that make the prospect of eviction particularly stressful, including the impending loss of work and a child on the way.

You may want to ask if any of the participants would like to read the case study out loud, in order to check that everyone understands the text. Having established this, ask people to work in small groups, around their tables, to consider the two questions printed on the sheet:

- 1 What difficulties are Joel and Jasmine facing?**
- 2 Is there anything useful we can tell them at this stage?**

After the participants have had sufficient time to consider the questions, ask the whole group to feed back. This should result in the group indicating that there is a procedure to be followed as well as some other practical ideas, such as collecting evidence, making notes of all communication with the landlord, listing Joel and Jasmine's medical problems and their other difficulties such as lack of family support and financial problems. (These points will be used again at a later stage in the training.)

Introduce the three-step guide to eviction here and give out the handout emphasising the three key requirements laid down in law.

After this, move on to the next activity, which looks at six eviction scenarios.

Give each small group the set of six scenarios, cut out and placed in envelopes. Ask them to sort the scenarios into one of three categories: **lawful eviction** – **unlawful eviction** – **not sure**. As guidance, you can ask group members to identify what they think might be the key aspects of each case and use this thinking to move towards the answers.

After about 10 mins, ask each group to explain their choices to the class at large.

During feedback, take notes and summarise the answers, emphasising duties and rights of tenants and landlords.

Participants are likely to find some of the answers to the scenarios counter-intuitive. This can help them to understand the nature of section 21 notices, and some types of legal rules, more thoroughly.

Any steps taken to evict a tenant without going to court are protected by the criminal law. However, whether the tenant or the landlord behaves well or badly is irrelevant to section 21 proceedings. The landlord must get the procedure right and various circumstances may make the section 21 notice not work (this will be covered in the next activity).

End the activity by asking the whole group what they see as the benefits of challenging an eviction notice, and also whether they can see any drawbacks. Further details of the advantages and disadvantages of challenging an eviction notice are given on page 9 of the Advicenow guide **How to deal with a section 21 eviction notice**, indicating that, in some situations, this is not an entirely straightforward decision.

Activity 3:

Challenging eviction notices

45 minutes



Begin this exercise by explaining that you will now look at ways to challenge a section 21 eviction notice.

The law has become so complicated that private landlords often make mistakes in section 21 notices and it is well worth examining the notice and the circumstances closely.

However, emphasise that people should ask for support and advice as soon as possible and that legal aid for evictions is still available. It is also helpful to point out that they can find information about getting legal advice on page 17 of Advicenow's guide **How to deal with a section 21 eviction notice** as well as a list of organisations they go to for help on page 18. In addition, mention that people can also get help from a duty solicitor in court.

Ask participants to imagine they are a volunteer support worker with a client who is facing eviction.

Working in their small groups, get them to draw up a list of topics or questions that a volunteer support worker might discuss or ask their client in order to identify whether there were any grounds for challenging the section 21 notice. Encourage them to use Advicenow's guide, which outlines the grounds on which section 21 evictions may be challenged on pages 10–14, to help them do this.

For example:

- ✓ **Deposit:** What has happened to your deposit? Has it been placed in a recognised tenancy deposit protection scheme?
- ✓ **Safety:** Has your landlord given you a gas safety record and energy performance certificate? When was the most recent certificate issued?
- ✓ **Notice period:** How much notice have you been given?
- ✓ **Accuracy:** Has the section 21 notice been filled in correctly?
- ✓ **Tenancy agreement:** What kind of tenancy do you have? How long have you had the tenancy?
- ✓ **Disrepair:** Have there been any problems with disrepair? Has the council required repairs to be undertaken?
- ✓ **Licensing:** Has the landlord followed the licensing requirements?
- ✓ **Information:** Has the landlord given you a copy of the Government publication 'How to Rent: the checklist for renting in England'?

This exercise aims to encourage participants to use their research skills to find out the relevant technical points which might be used to challenge a section 21 notice.

This exercise can also be done online, if the facility is available, and you may wish to explain that incorporating research into a training session can be an effective way of encouraging people to find out about law.

Activity 4: Closing

30 minutes



This is a summative exercise, which goes back to the original case of Joel and Jasmine. Inform the group that Joel and Jasmine have decided to challenge the possession order. Their next task will be to think about the preparations they should make and the information that they might include on their defence form.

Joel and Jasmine have **14 days** to complete their defence form. There are two things that they can achieve by doing this. The first is to raise any legal defence that they may have. The second is that, whether or not they raise such a defence, they may ask the court to delay their eviction by up to six weeks if they would otherwise suffer “exceptional hardship” (paragraph fourteen of the form). Explain that the court is much more willing than they might think to grant such delays.

With people working in groups of three or four, give each group copies of some of the paperwork that Joel and Jasmine received from the court.

- the section 21 notice, and
- a defence form.

You can mention that in addition to these, Joel and Jasmine would have also received a claim form for possession of property and a copy of their tenancy agreement. Now explain to the group that you would like them, in their small groups, to do two things:

- Check the section 21 notice for accuracy. Has the landlord completed the form correctly? If not, how is it wrong? What are the implications of this?
- Draw up a list of points that Joel and Jasmine should include in paragraph 14 of their defence form. They can and should use the additional space provided for this.

Give group members between five and ten minutes to complete these tasks, and then

ask for feedback. As regards the section 21 notice, they will have spotted that the landlord did not give Joel and Jasmine the correct notice period. Instead of two months, he only gave them one month’s notice. They therefore have a legal defence.

If Joel and Jasmine had decided to report the damp problems in the bathroom and the local environmental officer had issued the landlord with an improvement notice, then this amounts to a further legal defence to add to the short notice period.

In completing paragraph fourteen of the defence form, Joel and Jasmine should include reference to the following:

- Jasmine’s pregnancy,
- Joel’s asthma,
- Joel’s sick note from work,
- details of their financial circumstances, given the current uncertainty in their lives,
- the long-term difficulties that they have faced with damp in the property.

Having put together a list of group members’ ideas of points that Joel and Jasmine might include, it is important to finally address the reality of their situation. As the law stands, their landlord is entitled to issue them with notice of eviction. If he has made an error in completing the section 21 notice, or has failed to implement an improvement order, the court will not allow the eviction to go ahead. However, the landlord only has to start the process again and if he complies with all the rules next time round, Joel and Jasmine will still end up having to leave their property.

Even if the notice had been correctly issued, Joel and Jasmine would be entitled to ask the court to defer their eviction for a period of up to 6 weeks, which the court is likely to grant in a case such as theirs.

Activity 2:

Relationship breakdown



Joel and Jasmine have a 6 month assured shorthold tenancy agreement which is about to expire in two months' time. Until a couple of weeks ago, there were no problems at all.

However, difficulties with their landlord, Tom, developed after they asked him to repair a leaking window in the bathroom in order to eliminate a large damp patch that was spreading across the outside bathroom wall.

Tom insists that the damp is caused by Joel and Jasmine not airing the room properly and using it to dry their clothes; however, Joel and Jasmine disagree.

They say that the problem is caused by poor sealant and a rotten window frame, which is allowing water to come through the base and side of the window. The issue has led to a complete breakdown in the relationship between Joel and Jasmine and Tom. Tom has grown tired of Joel and Jasmine's complaints and believes that his life would be easier if he found new tenants who didn't complain as much. He threatens them with eviction.

Jasmine is pregnant and is due to have a baby in two months' time. Both Jasmine and Joel's families live far away and are unable to help them over this difficult period. Also, Joel's problems with asthma have got much worse over the past month. On Friday he was signed off work for three weeks by his GP, and sent for further tests at the hospital.

Discussion points:

- What difficulties are Joel and Jasmine facing?
- Is there anything useful you could tell them at this stage?

Three-step guide to eviction

There are three steps to eviction your landlord needs to follow:

1

To send you a written notice to quit, usually a section 21 notice, that gives you two months to leave your home.



2

Your landlord must then take you to court and get an order for you to leave your home.



3

Please remember that only a bailiff can evict you, but they must have a valid warrant from the court.

You can call Shelter's free housing advice helpline or go to one of its advice centres where you can get personal, face-to-face advice from a housing specialist.

Look on Shelter's website to find out more about these services:

<https://england.shelter.org.uk>

Activity 2:

Lawful or unlawful?



Scenario 1

Joel and Jasmine, exhausted by Tom's refusal to carry out repairs, call the local environmental health department.

The environmental health officer inspects the flat and decides that the damp is having a detrimental effect on Joel's asthma. On behalf of the local authority, the officer serves an improvement notice under the Housing Act 2004, requiring Tom to carry out specified repairs.

Tom immediately serves a section 21 notice on Joel and Jasmine and starts eviction proceedings.



Scenario 2

Joel and Jasmine decide that they will no longer wait for Tom to repair the window and instead pay for the work to be done themselves, before taking the cost out of their rent.

After receiving the reduced rent payment, Tom writes a letter to Joel and Jasmine, saying that they have broken their tenancy agreement and that they must leave the flat within three weeks.



Scenario 3

Joel and Jasmine return to their flat one day to find that the locks have been changed.

There is a note on the door saying that they have been evicted.

Scenario 4

Joel and Jasmine, exhausted by Tom's refusal to carry out repairs, stop paying their rent.

In response, Tom serves a section 21 notice on Joel and Jasmine, and starts eviction proceedings.

(continued)



Scenario 5

Tom tells Joel and Jasmine that he believes the damp on the wall is due to them putting damp clothes on the radiators, causing condensation. He drops round one day with two friends, without giving any notice, to inspect the flat.

When Jasmine complains, Tom says that he has to have access to the property to do the repairs and if she doesn't like it, they'd better leave. He continues to visit without notice for the rest of the month.

After a month, Tom says the problem is caused by them having the heating too high. He then cuts off the gas supply to prevent them from doing this and serves a section 21 notice.



Scenario 6

Tom calls Joel and Jasmine and asks if they can agree a suitable time for a builder to come round and carry out the repairs. They arrange a time at the end of the week.

However, Joel and Jasmine cancel just before the builder is due to arrive, and do the same several times over the next month. They also only pay Tom a reduced rent.

Tom informs them over the phone that he is going to begin eviction proceedings.

Lawful or unlawful (Answers)

Scenario 1

Probably unlawful: Landlords are generally unable to serve a valid section 21 notice on a tenant if, at some time in the past six months, the local council has sent them an improvement notice which requires certain repairs to be carried out.

If Joel and Jasmine decide to challenge Tom's eviction order in court, they will probably succeed. (However, this only applies if the tenancy began or was renewed after 1st October 2015.)

Scenario 2

Probably lawful: Joel and Jasmine have failed to follow the correct procedure, and this can place them in the wrong. If they decide to arrange for the repairs to be done, and then to recoup the money by paying a reduced rent, they must do it in a way that ensures that the landlord is fully informed about what they intend to do. (Please look at pages 9–11 of Advicenow's guide **How to get repairs done at your privately rented home**, for the correct procedure.)

However, section 21 proceedings are not dependent on whether the tenant is in the wrong; provided Tom serves a valid notice (not a letter giving three weeks' notice), he may evict them lawfully.

Scenario 3

Unlawful: It is a criminal offence for a landlord to harass a tenant. Harassment may take a number of forms, for example physical force, threats, or changing the locks.

In these circumstances Shelter advises tenants to get in touch with their local council, who may be able to negotiate with the landlord and has the power to prosecute the landlord for illegal eviction.

If a landlord uses threats or violence, tenants should go to the police. Legal aid may be available for a tenant who has been unlawfully evicted to help them obtain a court injunction allowing them back into the property.

(continued)

Scenario 4

Lawful: See scenario 2. The tenants are in breach of their tenancy agreement, but that doesn't matter for the court proceedings, which do not need the tenants to be at fault to be lawful. It might be possible to negotiate with the landlord, however, because he may be willing to withdraw the notice if the tenants pay their rent.

Scenario 5

Unlawful: Tom's actions in this case are almost certainly unlawful for two reasons:

Firstly, landlords are entitled to reasonable access to their property in order to carry out repairs. In an emergency, a landlord may enter the property immediately, but in less urgent cases, the landlord should always ask for the tenant's permission and give 24 hours' notice of their intention to visit. A landlord, or their agent, has no right to inspect the flat without notice (unless it's an emergency).

Secondly, Tom's action in cutting off the gas supply is almost certainly unlawful, and is another example of unlawful harassment. This is a crime.

However, neither of these unlawful actions would stop him successfully claiming possession, as it is not a defence to section 21 proceedings that the landlord is in breach of the tenancy agreement or has committed criminal acts.

Scenario 6

Lawful: As a landlord, it is generally Tom's duty to give his tenant at least 24 hours' notice of his intention to enter their flat, unless in an emergency, when he is entitled to gain immediate access.

Equally, Joel and Jasmine must behave in a reasonable way in response to Tom's request for the builder to be able to carry out the work. Repeatedly cancelling appointments at the last minute is not a reasonable way to behave (nor is paying a reduced rent without Tom's agreement).

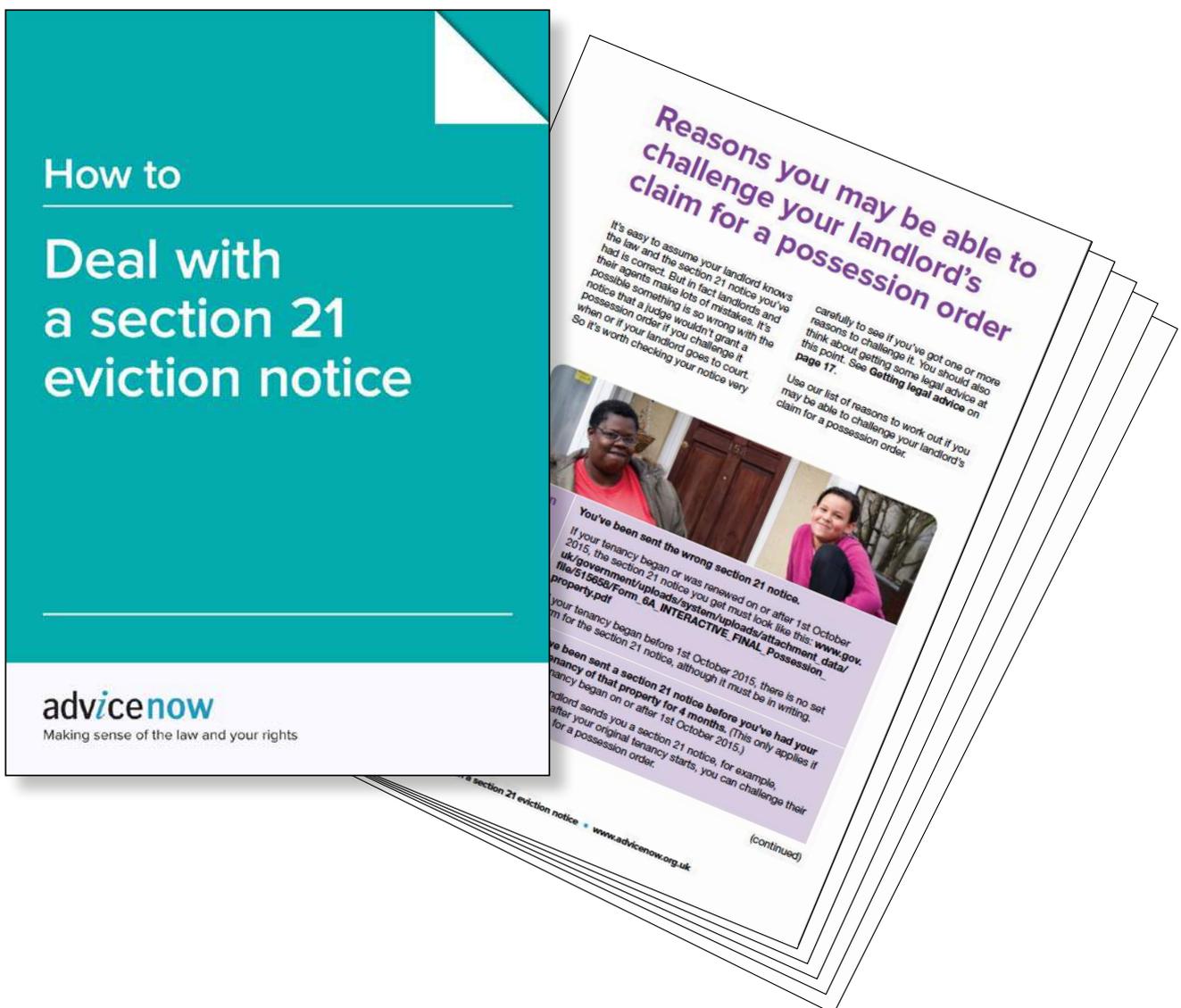
Tom may bring possession proceedings whenever he wishes, whether or not Joel and Jasmine have been reasonable. But if his reason for doing so is that they have been unreasonable it may be possible for them to persuade him to withdraw by changing their own behaviour, for example by paying all the rent they owe and allowing the builder in to carry out the repairs.

Activity 3:

Challenging eviction notices



Advicenow's guide **How to deal with a section 21 eviction notice** (pages 10–14), is available at www.advicenow.org.uk/help-private-renters



Handouts

Activity 4:

Sample of the section 21 notice and defence form



Form 6A: Notice seeking possession of a property let on an Assured Shorthold Tenancy, available online at www.gov.uk/guidance/assured-tenancy-forms#form-6a



Department for
Communities and
Local Government

FORM 6A Notice seeking possession of a property let on an Assured Shorthold Tenancy

Housing Act 1988 section 21(1) and (4) as amended by section 194 and paragraph 103 of Schedule 11 to the Local Government and Housing Act 1989 and section 98(2) and (3) of the Housing Act 1996

Please write clearly in black ink. Please tick boxes where appropriate.

This form should be used where a no fault possession of accommodation let under an assured shorthold tenancy (AST) is sought under section 21(1) or (4) of the Housing Act 1988.

There are certain circumstances in which the law says that you cannot seek possession against your tenant using section 21 of the Housing Act 1988, in which case you should not use this form. These are:

- (a) during the first four months of the tenancy (but where the tenancy is a replacement tenancy, the four month period is calculated by reference to the start of the original tenancy and not the start of the replacement tenancy – see section 21(4B) of the Housing Act 1988);
- (b) where the landlord is prevented from retaliatory eviction under section 33 of the Deregulation Act 2015;
- (c) where the landlord has not provided the tenant with an energy performance certificate, gas safety certificate or the Department for Communities and Local Government's publication "How to rent: the checklist for renting in England" (see the Assured Shorthold Tenancy Notices and Prescribed Requirements (England) Regulations 2015);
- (d) where the landlord has not complied with the tenancy deposit protection legislation; or
- (e) where a property requires a licence but is unlicensed.

Landlords who are unsure about whether they are affected by these provisions should seek specialist advice.

This form must be used for all ASTs created on or after 1 October 2015 except for statutory periodic tenancies which have come into being on or after 1 October 2015 at the end of fixed term ASTs created before 1 October 2015. There is no obligation to use this form in relation to ASTs created prior to 1 October 2015, however it may nevertheless be used for all ASTs.

Defence form, available at http://hmctsformfinder.justice.gov.uk/HMCTS/GetForm.do?court_forms_id=355

Defence form
(accelerated possession procedure)
(assured shorthold tenancy) where
the property is located wholly or
partly in England

Name of court	Claim No.
Name of Claimant	
Name of Defendant(s)	

To the Defendant

Please read the claim form and all papers delivered with it before completing this form.

Some of the questions in this form refer to numbered sections in the claim form. You will find it helpful to have that open as you answer them.

Please note that if section 1 of the claim form has been completed because you are a tenant of premises let under a demoted assured shorthold tenancy, you need only answer questions 1 and 6 onwards.

If you cannot give exact dates, make it clear that the dates given are approximate.

In all cases you **must** complete and sign the statement of truth.

Please write clearly and in black ink. If there is not enough room for an answer, continue on the last page.

1. Are you the tenant(s) named in the tenancy agreement, marked 'A' (or 'A1'), attached to the claim form? Yes No

Does that tenancy agreement (or do both) set out the present terms of your tenancy (except for any changes in the rent or the length of the tenancy)? Yes No

If No, say what terms have changed and what the changes are:

2. Do you agree the date, in section 2 of the claim form, when the claimant says the tenancy began? Yes No

If No, on what date did it begin?

3. If the claimant has completed section 3 of the claim form, did you receive the notice (a copy of which is attached to the claim form and marked 'B') and, if so, when? Yes No Not applicable

If Yes, please give date

N11B ENGLAND Defence form (accelerated possession procedure)(assured shorthold tenancy) (08.17) © Crown copyright 2017

We would like to thank Erasmus+ for funding this teaching module.

Published by Law for Life – November 2017.



This teaching material is copyright of Law for Life. Your use of its content grants no rights to you in relation to Law for Life's intellectual property rights including, without limitation, copyright, trade marks, logos, graphics, photographs, animations, videos and text or the intellectual property of third parties in the Advicenow website and its contents.

- You may copy electronically and print a reasonable number of copies of portions of this site for personal use.
- You may make multiple copies of teaching and learning resources for use in educational establishments or teaching in community settings.
- Please make sure that you have read and understand our **disclaimer** for our legal content.



Law for Life is a charity dedicated to ensuring that people have the knowledge, confidence and skills needed to deal with law-related issues.

It incorporates Advicenow – an independent, not for profit website providing helpful information on rights and legal issues (**www.advicenow.org.uk**).