

21 MUST-DO

Steps To Get Your Section 21



SECTION 21 IS GOING. HOW DO LANDLORDS MAKE THE MOST OF IT BEFORE IT DISAPPEARS?





WELCOME TO THE 21 Must-Do Steps Landlords Need To Know To Get A Section 21

By now most landlords know that the Section 21 Notice is being abolished. The Renters Rights Act has passed into law in October '25. Landlords will no longer be able to rely upon this key tool to recover their property. The Commencement Date is confirmed as May 1st '26.

When I became a landlord in the 1990's the Section 21 Notice was the core tool needed for reassurance that I had control over the tenancy: I could, if absolutely necessary, get my property back if things should go wrong, or of course if I decided to sell the property.

But it's become mired in controversy. In essence this boils down to a wilful misinterpretation of the phrase "no fault eviction". Intended by the writers of the Housing Act 1988 to give confidence to recovery without having to ascribe "fault" and thereby avoid the more cumbersome Section 8 route to a hearing in court, the term has been used to portray landlords as randomly turfing out faultless tenants on a whim. In the main nothing could be further from the truth.

The toxic impression of the Section 21 Notice has led to its demise: its abolition is probably the centrepiece of the Renters Rights Act, and a prominent part of what concerns landlords about the viability and security of their investments.

Why the need for this guide?

Many landlords now want to consider exercising their current right to issue a Section 21 Notice before it goes. Or at least to understand what's involved should they need it.

But it's actually rather less straightforward in practise than might be expected. Although simple in principle, there are multiple steps, and several potential pitfalls, to navigate. We've put everything you need in these 21 Must-Do Steps.

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What is happening to the Section 21 and why?

What is a Section 21 No Fault eviction notice? Section 21 of the Housing Act 1988 gives landlords the right to recover possession of their rental property by serving a minimum of two months' notice that they intend to bring the tenancy to an end. It can only be served (at the earliest) to coincide with the end of a fixed term of the tenancy (unless there's a break clause).

It requires the use of a standard form 6a This is available in our Module 4. It's referred to as "no fault" because a landlord does not have to give a reason why they wish the tenants to leave. This should not necessarily be taken to mean there *is* "no fault": often landlords will simply decide that the only practical way to remove tenants who are not paying the rent or are causing other difficulties is simply to bite the bullet and write off accumulated debts. It would be better termed "no reason given" for ending the tenancy.

Abolition of Section 21 is the centrepiece of the Renters Rights Act.

Assured Shorthold Tenancies, which we have all become used to, will disappear and *all* tenancies will become Periodic, i.e. no specified term.

It is important to understand that of itself this need not there's any reason for a landlord who is content with his or her long-term tenancy to bring their rental investment to an end. Certainly you will retain the ability to end the tenancy if you wish to sell up, which is often the crucial outcome that determines how you have chosen to run your investment.

Are you opting to sell? You are still able to under the Renters Rights Act, but it will involve more hoops. For starters, there is a protected period of twelve months during which landlords issuing a new tenancy will not be able to obtain possession.

Landlords also need to serve four months' notice to recover, compared to the two months with the existing Section 21 system. This is not insignificant: it requires a good deal more planning ahead *even to get into the Section 8 process* that landlords will now have to follow. We have separate checklists for landlords that outline the mandatory grounds you are entitled to use under the new Section 8 path, of which selling up is one) Contact us if we can supply this support for you.

Does this change warrant the heated debate? It depends what you regard as your right to make your own, unencumbered, decisions. Most landlords (54%) became landlords for long-term pension investment reasons: very few will be making knee-jerk

(Cont.)

What is happening to the Section 21 and why?

(Cont.)

decisions based upon a removal of an option that many landlords have never actually felt the need to use.

Is the new process fit for the purpose intended? This is of course the \$64,000 question. There are multiple promises upon which the new process will depend. The prime one is the ability of the Court system to cope; if you have never had to deal with the County Court for a Section 21 or attend for a Section 8 Notice you may be in blissful ignorance of its joys. As experienced practitioners in handling Section 8/21 Notices we can tell you what to look forward to: see Module 3 in the Work Flow that follows.

All we can say at this stage is that *promises* to digitise a system don't cut much ice compared to the lived-experience - we wait to see.

Any organisation that recognises the need to embark upon fundamental digitisation of its core process flow, yet cannot publicly define *how* that will look, what the spec is, nor the confirmed timetable, is unlikely to deliver an effective outcome - certainly not by the time Section 21 is consigned into history on May 1st 2026..

This is my biggest fear about the abolition of Section 21: it is survivable by well-resourced, compliant landlords, but the alternative has to work. And be proven to work.

So any way you look at it, compliance and preparation are key? It's vital that a highly regulated industry like lettings be managed with total adherence to compliance. It might seem irksome, but it's necessary for the protection of tenants, and landlords benefit by higher standards, better tenancies, and particularly from protection against the swingeing fines and risks of Rent Repayment Orders that are the alternative.

How long is left in which to act? The abolition of S.21 will apply from May 1st '26. This will apply to new *as well as* existing tenancies. There is a transition timetable to complete any S.21 notices already underway, with an absolute backstop of three months after this Commencement Date. This guide is all about how to progress a Section 21 and to understand all the steps after that - the steps that can help to you recover your property!



Module 1

GET ALL YOUR DOCUMENTS TOGETHER

Get All Your Documents Together

To serve a valid Section 21 notice, the landlord must provide the tenant with specific documents at the outset of the tenancy and maintain compliance throughout the tenancy.

Energy Performance Certificate (EPC)

- Description: The EPC provides an energy efficiency rating for the property and must be issued by a certified assessor.
- Timing: Must be given to the tenant before or at the start of the tenancy.
- Format: Provide a digital or physical copy, and obtain acknowledgment from the tenant (signed or email confirmation).
- Legal Requirement: Failure to provide a valid EPC will invalidate the Section 21 notice.

Do you have the EPC? Go [here](#) to the Gov.uk site for a copy

☐

Did you give this to the tenant(s) before or at the start of the tenancy?

☐

Can you provide evidence of acknowledgement from the tenant(s)?

☐

Throughout the 21 Must-Do's To Get Your Section 21 the guide provides a checklist for you to highlight any gaps

Gas Safety Certificate (if applicable)

- Description: A Gas Safety Certificate ensures that all gas appliances in the property are safe and have been inspected by a Gas Safe registered engineer.
- Timing: The certificate must be given to the tenant before they move in and renewed annually.
- Format: Provide a signed or initialled copy or obtain email acknowledgment.
- Legal Requirement: A missing or non-compliant certificate invalidates the Section 21 notice.

Do you have the GSC?

☐

Did you give this to the tenant(s) before or at the start of the tenancy?

☐

Can you provide evidence of acknowledgement from the tenant(s)?

☐

Electrical Installation Condition Report (EICR)

- Description: An EICR is a safety inspection report for the electrical installations in the property.
- Timing: Must be provided before the start of the tenancy and every 5 years thereafter.
- Format: Provide a signed copy or obtain email acknowledgment.
- Legal Requirement: Without a valid EICR, the Section 21 notice will be invalid.

Do you have the EICR?

☐

Did you give this to the tenant(s) before or at the start of the tenancy?

☐

Can you provide evidence of acknowledgement from the tenant(s)?

☐

"How to Rent" Booklet

- Description: This government-issued booklet outlines the rights and responsibilities of both landlords and tenants.
- Timing: Must be given at the start of the tenancy. N.B. any updated versions must be provided upon renewal or when the tenancy becomes periodic.
- Format: Provide a digital or physical copy, and obtain tenant confirmation.
- Legal Requirement: The absence of this booklet invalidates the Section 21 notice.

Did you supply the How To Rent guide?

☐

Did you give this to the tenant(s) before or at the start of the tenancy?

☐

Can you provide evidence of acknowledgement from the tenant(s)?

☐

Tenancy Deposit Protection Certificate

- Description: If a deposit is taken, the landlord must protect it in a government-approved scheme and provide the tenant with the Scheme Certificate
- Timing: Must be provided within 30 days of receipt of the deposit.
- Format: Provide the scheme leaflet, and deposit certificate with acknowledgment from the tenant (signed or emailed).
- Legal Requirement: If the deposit is not protected correctly, the S 21 notice will be invalid, & the landlord may face a penalty of up to three times the deposit amount.

Did you protect the deposit in a regulated scheme??

☐

Did you give the certificate to the tenant(s) before or at the start of the tenancy?

☐

Can you provide evidence of acknowledgement from the tenant(s)?

☐

Tenancy Deposit - Prescribed Information

- Description: If a deposit is taken, the "Prescribed Information" describes where the money is held and how the tenant is protected
- Timing: Must be provided within 30 days of receipt of the deposit.
- Format: Provide the prescribed information with acknowledgment from the tenant (signed or emailed).
- Legal Requirement: If not served, the Section 21 notice will be invalid, and the landlord may face a penalty of up to three times the deposit amount.

Did you supply the Prescribed Information leaflet?

☐

Did you give this to the tenant(s) before or at the start of the tenancy?

☐

Can you provide evidence of acknowledgement from the tenant(s)?

☐

All Gas Safety Certificates Since the Tenancy Started

- Description: Every Gas Safety Certificate issued since the start of the tenancy must be provided to the tenant.
- Timing: Provided annually and at the start of the tenancy.
- Format: Maintain signed copies or email acknowledgments for each certificate.
- Legal Requirement: Failure to provide renders the Section 21 notice invalid.

Did you supply the How To Rent guide?

☐

Did you give this to the tenant(s) before or at the start of the tenancy?

☐

Can you provide evidence of acknowledgement from the tenant(s)?

☐

Selective or Mandatory Licensing Information (if applicable)

- Description: For properties subject to selective, additional, or mandatory licensing, the landlord must provide proof of licensing or compliance with the scheme.
- Timing: Must be given at the start of the tenancy.
- Format: Provide a copy of the license or written statement of compliance.
- Legal Requirement: Without compliance, a Section 21 notice cannot be served.

Do you need a License?

☐

Did you supply the license to the tenant(s) before or at the start of the tenancy?

☐

Can you provide evidence of acknowledgement from the tenant(s)?

☐

Right to Rent Check Compliance

- Description: The landlord must conduct a Right to Rent check to ensure all occupants have the legal right to rent in the UK.
- Timing: Must be completed before the tenancy starts.
- Format: Retain copies of all ID documents and keep a record of the check.
- Legal Requirement: Failure to comply can result in fines and invalidate the Section 21 notice.

Did you conduct your Right to Rent checks?

☐

Did you retain copies of all ID documents?

☐

Do you have records of the check for government inspection if necessary?

☐

Inventory and Check-In Report (not mandatory)

- Description: A detailed inventory and check-in report, ideally with photographs and descriptions of the property's condition at the start of the tenancy.
- Timing: Conducted before or at the start of the tenancy.
- Format: Signed or acknowledged by the tenant.
- Legal Requirement: crucial for deposit disputes and proving compliance.

Did you supply the How To Rent guide?

☐

Did you give this to the tenant(s) before or at the start of the tenancy?

☐

Can you provide evidence of acknowledgement from the tenant(s)?

☐



Module 2

UNDERSTAND THE TIMELINE

Timeline for Section 21 Eviction Process

While there are standard quoted timetables for each stage of a Section 21 eviction, the reality can vary significantly depending on court delays, tenant defences, and other factors.

The following timeline outlines reasonable expected durations at each stage

SERVING THE SECTION 21 NOTICE

- Give at least two months' notice
- Must be served at least four months after the tenancy began
- If it is a periodic tenancy, the notice does not need to coincide with the end of a rental period
- Must begin proceedings for an order for possession within six months of serving the notice.

WAIT FOR NOTICE PERIOD TO EXPIRE

- Typical Period: 2 months.
- Additional Time: Up to 2 additional months if the tenant raises issues or requires more time.
- Total Time for this Stage: Up to 4 months

APPLY FOR POSSESSION ORDER

- Preparation and Submission: 2-4 weeks.
- Court Processing Time: Up to 12 weeks due to backlog.
- Total Time for this Stage: Up to 3-4 months.

OBTAIN A WARRANT FOR POSSESSION

- Application Time: Up to 4 weeks.
- Bailiff Availability: Up to 12 weeks depending on local demand.
- Total Time for this Stage: Up to 4 months.

BAILIFF ENFORCEMENT AND FINAL EVICTION

- Notice Period: Minimum of 2 weeks.
- Potential Delays: Up to 6 additional weeks for tenant resistance or scheduling issues.
- Total Time for this Stage: Up to 2 months.

**TOTAL FORESEEABLE TIMESCALE FOR SECTION 21 EVICTION
BETWEEN 7 MONTHS...AND 14 MONTHS**



Module 3

LEARN WHERE THE PITFALLS CAN OCCUR



Module 3

Learn where the pitfalls can occur

Each tenant requires their own set of the entire document bundle

This really bugs me: not the principle that each tenant should have their own set of the documentation that should have been supplied to them at the start of the tenancy, but the idea that the only means by which they can receive the Section 21 set of same is by paper.

“ How is it possible in the third decade of the twenty-first century that we have to chop down a small plantation of trees to make paper sets of every page in a tenant's move-in bundle? Has no-one in the court system heard of climate change? ”

The package of documents required to evidence the full landlord compliance to support their Section 21 Notice can run to 50 pages or more. If there's three tenants...well, do the math.

And then a set for the court, and you are required to retain one too

Of course, as a landlord you may not feel you have the perfect filing system that can easily accommodate this need anyway. Hopefully you have retained copies of every initial document - plus every gas safety certificate from subsequent years too.

One way to obviate the need for extensive random filing is to use an agent that employs a comprehensive e-signing process for the move-in bundle. At Northwood Leicester our records are retained digitally in a pack dedicated to each tenancy, all with legally compliant tenant signatures for every item, even down to the individual pictures for the inventory.

The Renters Rights Act places a huge premium on landlord record keeping accuracy. Once the Landlord Register is enacted, in whatever form that takes, the fines for not registering, inaccurate or non-updated records are eye-watering: up to £40,000 plus a rent repayment order!



Learn where the pitfalls can occur

Cont.

Rectifying mistakes in issuing check-in documents can be done...but there's hoops to jump through

If the basic documents - Gas Safety Certificate, EPC and an up-to-date How to Rent booklet - were not provided before the tenant moved into the property, this can be rectified. However, they must have had at least a valid Gas Safety Certificate before the start of the tenancy

“ The Court of Appeal held in Trecarrell v Rouncefield in 2020 that a landlord can still serve a valid Section 21 Notice, as long as they provide valid up-to-date documents to the tenant before or with the Section 21. ”

The situation is more complicated where the deposit is concerned. If you didn't register the deposit in a formal protection scheme (and provide the prescribed notice) within 30 days following payment of the deposit, the only way you can serve a valid Section 21 Notice is by giving back the deposit to the renter before serving the notice.

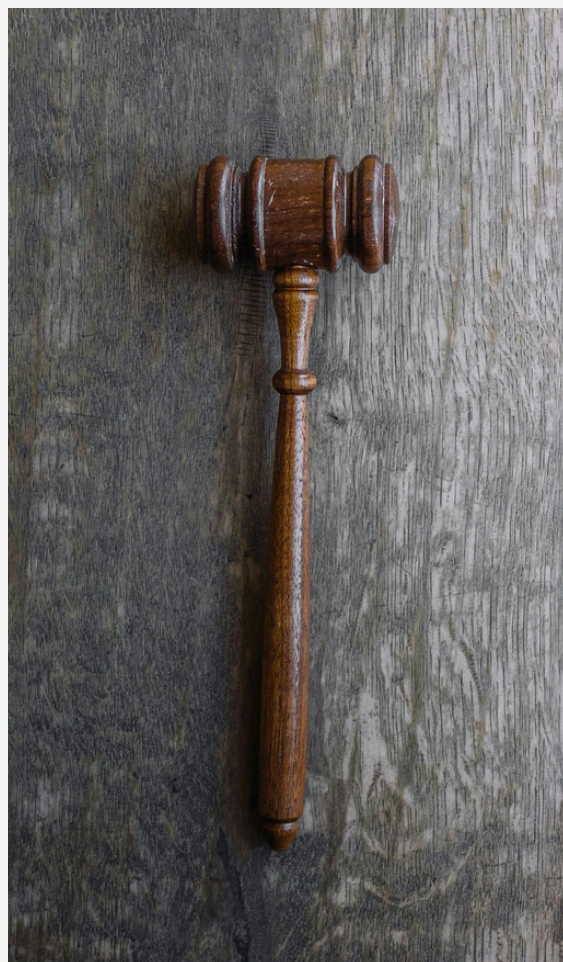
Then you can serve a valid Section 21 Notice.

It's important that the prescribed information is served after payment of the deposit. Case law says the prescribed information cannot be served before the deposit is paid. This means that agents and landlords should not rely on serving the prescribed information in the tenancy agreement, unless the tenant paid the deposit before they signed the agreement.

Northwood Leicester view: Clearly it all gets a bit more complex when a landlord finds that the check-in documentation is defective. Sadly, we often have to step in and help landlords who used an agent in all good faith, only to find this agent's approach to compliance was, well, sketchy.

The legal responsibility for registering the deposit lies with you, as landlord. You will have redress against a poor agent, but that's a separate matter. The priority above all in such cases is to correct the deficient tenancy deposit situation, or face a penalty of three times the deposit sum.

Our reviews from landlords we've assisted are testament to what can be done to help.



Learn where the pitfalls can occur

Cont.

Keep a record of what you submit to court

Things that only experienced users of the court system will probably be aware of, and even then find themselves in danger of being tripped up by, include the Court Office only opening the document bundle weeks after submission, and then calling to state blankly (but wrongly) that they have not received sufficient sets.

“ It’s a huge frustration that no matter how well you prepare your documentation, it can still go wrong. Entering the court system exposes the landlord to a process over which they can exert little influence ”

You only have your word against theirs, and you of course have no control over the Court Office’s bureaucracy.

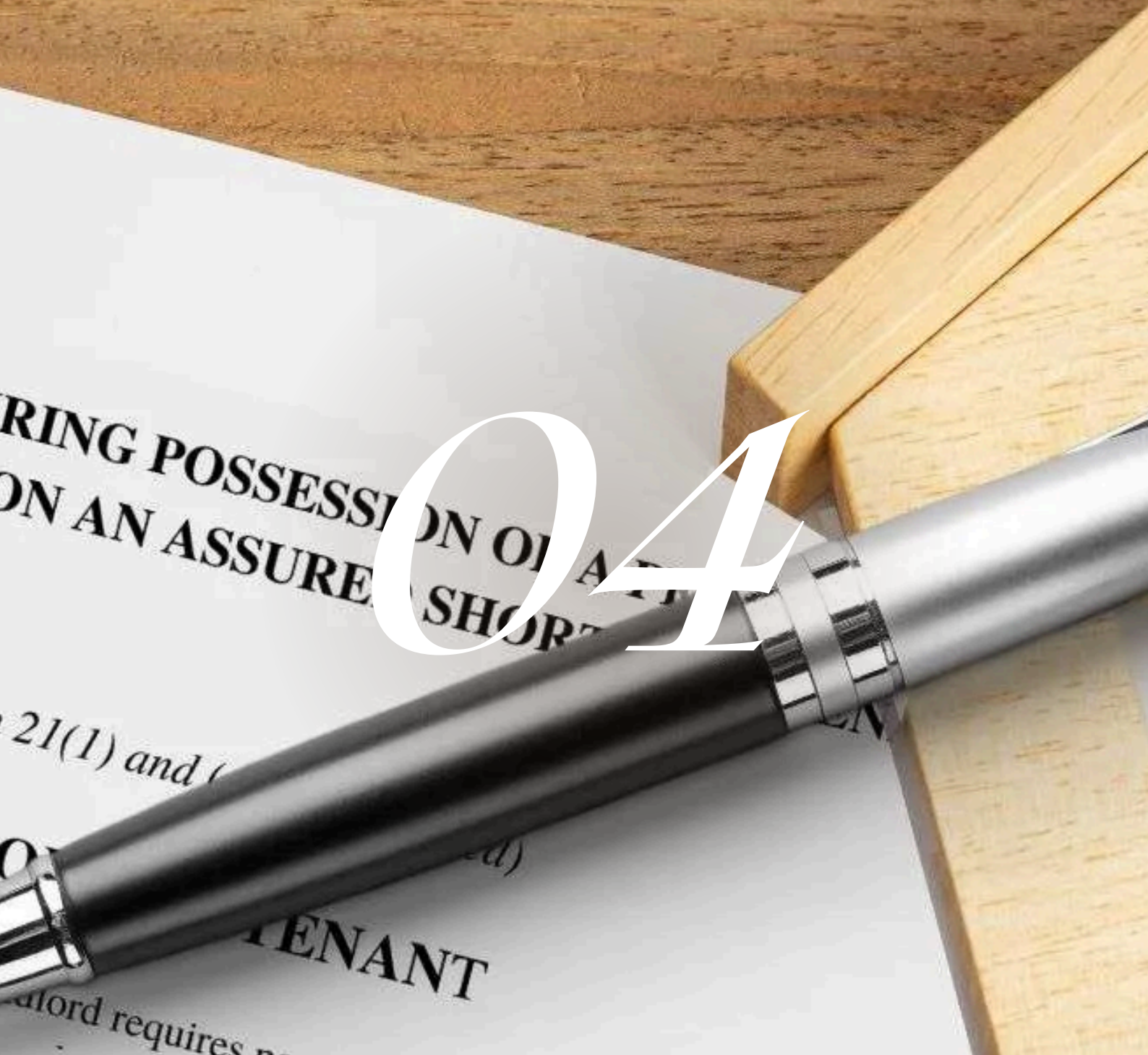
The unwary would be back to square one with their Notice. The court insist that you have to re-start your submission (that timeline referred to in Module 2 would be thrown completely awry)

It’s essential that you can produce documented evidence of what was supplied to the court. I have even taken a video of the multiple sets handed in at the County Court office prior to dropping them into the chute provided for the purpose of submitting documents. There’s no stamping of documents, no receipt provided, and the chute is only emptied once a day (you may well ask why...), so it’s a completely arcane system. You absolutely have to protect yourself however you can against bureaucracy.

Northwood Leicester view: Again we have to repeat that a digital system fit for the twenty first century is surely a prerequisite for efficient improvement of the system. It also would be simplicity itself to implement - there’s literally nothing radical in the idea of digital documentation.

But we are where we are: the best option is to use an agent that has experience of all the potential snags, but if DIY is preferred, at least seek friendly guidance on how to anticipate the problems.





Module 4

ACCESS THE LEGAL FORMS ONLINE

Module 4

Access the Legal Forms Online

It's Essential To Use the Correct Forms: Find Them Here

To ensure a comprehensive and accurate process for serving a Section 21 notice and following through with possession proceedings, it's essential to use the correct forms and follow the necessary steps at each stage. Here is the detailed advice with the necessary forms and links to the appropriate resources

Section 21 Notice Form

The correct form to use for serving a Section 21 notice is Form 6A. This is the prescribed form under the Housing Act 1988, as amended by the Deregulation Act 2015. You can download Form 6A from the UK Government's website [here](#).



Stage 1: Serve the Section 21 Notice

- This notice can be used to reclaim possession of a property let on an Assured Shorthold Tenancy (AST) without needing to provide a reason for eviction, provided that certain conditions are met (e.g., the tenant has been in the property for at least four months and the deposit has been protected)
- Ensure that the notice is correctly completed and delivered (to EACH tenant), giving at least two months' notice to the tenant(s).
- Notice cannot expire during the fixed term, but can be served during the fixed term to expire on or after it completes.
- Cost £391

After the notice period expires and if the tenant has not vacated the property, you may proceed to apply for a possession order through the court. The Form 6A is valid for just six months - if proceedings are not started, you start again.



Access the Legal Forms Online

Cont.



Stage 2: Applying for a Possession Order (England)

After the notice period expires and if the tenant has not vacated the property, you may proceed to apply for an Accelerated Possession Order.

Forms Required:

- N5B (Claim Form for Possession of Property):
This form is used to apply for a possession order when using the accelerated procedure.
- N119 (Particulars of Claim for Possession):
Used alongside the N5 form to provide details of the claim.

You can also download these forms from the UK Government's website .

Stage 3: Obtaining a Warrant for Possession

If the tenant still does not leave after the possession order is granted, you can apply for a Warrant of Possession to have the bailiffs evict the tenant

Form required:

N325 (Request for Warrant of Possession of Land).

This form is used to request the court to issue a warrant for possession, authorising court bailiffs to evict the tenant (cost £143)



The N325 form can be downloaded [here](#).



Module 4

Access the Legal Forms Online

Stage 4: Requesting a Bailiff for Enforcement

If you want to transfer the possession against the tenant to the High Court Enforcement Officer you need to apply using Form N244. It involves further fees.



“ I sometimes have a preference for the HCEO, because only this operation has the ability to enforce against goods: they can sequester possessions, sell them, and release the value back to you as creditor (IF there is in fact anything to garnish of course). ”

Form required:

Form N244: this form is used if you want to apply for a variation or suspension of the possession order, or for transfer to the High Court for enforcement.

Why do this? Useful information [here](#) from The Sheriffs Office (including fees)

Key Points To Remember

- Make sure that the Section 21 notice is served correctly using form 6A, and that all conditions are met before serving (e.g. deposit protection and provision of the “How to Rent” booklet)
- Ensure that all notices and court forms are filled in correctly and served in line with legal requirements to avoid delays or rejections
- Keep copies of all notices and forms served as well as evidence of service (e.g. proof of postage or email receipts). Complete a Certificate of Service (N215) if the tenant is not at the property or refuses to acknowledge receipt.
- Always refer to the Government’s website for the latest versions of all forms to ensure compliance - the wrong form will invalidate the whole claim.

By using the correct forms and following these steps, the process of regaining possession of your property should proceed more smoothly. If further assistance is needed, we would suggest that a consultation is in order: as we have said before, many issues can be covered in a quick chat, others require varying levels of support from our menu of services.

CONCLUSION

There's so much heat in landlord circles in the discussion about the loss of Section 21 that the emotional "pull" of getting it done may be obscuring the reality of the situation.

For many landlords that perceived need to act may be clouding the best conclusion for you.

BEFORE DECIDING ON ISSUING A SECTION 21

WHY DO YOU WANT TO GO DOWN THE SECTION 21 ROUTE?

First, if your long-term goal is capital gain, and that is going to be achieved by an eventual sale, **YOU CAN STILL RECOVER YOUR PROPERTY TO ENABLE YOU TO SELL.** The Renters Rights Bill is not taking that option away.

Sure, the hoops you have to jump through change...slightly. You have to give longer notice, and if you then change your mind you cannot re-let on a whim, you have to wait.

Second, there are other options than a vacant market sale. We have a thriving Investor Group who will buy proven, good quality, fully compliant letting properties. You could achieve the goal of releasing your equity without issuing a Section 21 Notice at all.

Consider the advantages: 1) you don't have an empty property earning you nothing, 2) you don't face swingeing Council Tax sums while it's empty, 3) you may not relish the moral and emotional turmoil of evicting otherwise good tenants.

Third, the issue could be driven by Section 24, the iniquitous tax burden that savages returns. Maybe our **Portfolio Review** is called for to reduce the mortgage burden.

DO YOU HAVE EVERYTHING THAT WOULD ENABLE YOU TO BE SUCCESSFUL?

There's no way of sugar-coating the situation if your compliance has been weak. We often meet landlords seeking solutions for whom the absence of a single signature is a serious problem.

BUT, we have encountered pretty much every situation in lettings - and as landlords ourselves we spot the problems quickly - so we know the path through the jungle.

DO YOU NEED PROFESSIONAL GUIDANCE AND SOME FRIENDLY ADVICE?

This is where our Landlord Clinic comes into play. In a quiet & welcoming atmosphere we can review the circumstances and provide solutions. If we can point you towards a DIY solution for you to enact yourself, we will do so.

If a better option is our management experience, then a paid-for way forward might be best.

So that's the 21 MUST-DO STEPS FOR LANDLORDS:

- 8 (minimum) pieces of documentation without which you won't succeed
- 5 timeline steps
- 3 example pitfalls
- 5 forms you'll need

Plus, not really Must-Do's but added for context

- 1 piece of guidance about what replaces it
- 3 considerations that might be worth reflecting upon

Perhaps the striking thing about this guide is just how much work it (the process of getting your property back) involves.

Section 21 is sometimes regarded as the low-pain way to retain control of your investment asset when things have gone wrong or when you need to take an alternative path, such as selling.

I think it's clear from this eBook that low-pain does not necessarily mean no-work. All of this is eminently do-able if you follow the steps, adhere to the timeline, use the right forms, and ABOVE ALL, be patient!

If the better option FOR YOU is to seek guidance, then the friendly and very knowledgeable team at Northwood Leicester are here for you. We'll look forward to helping you with your own 21 Must Do Steps.

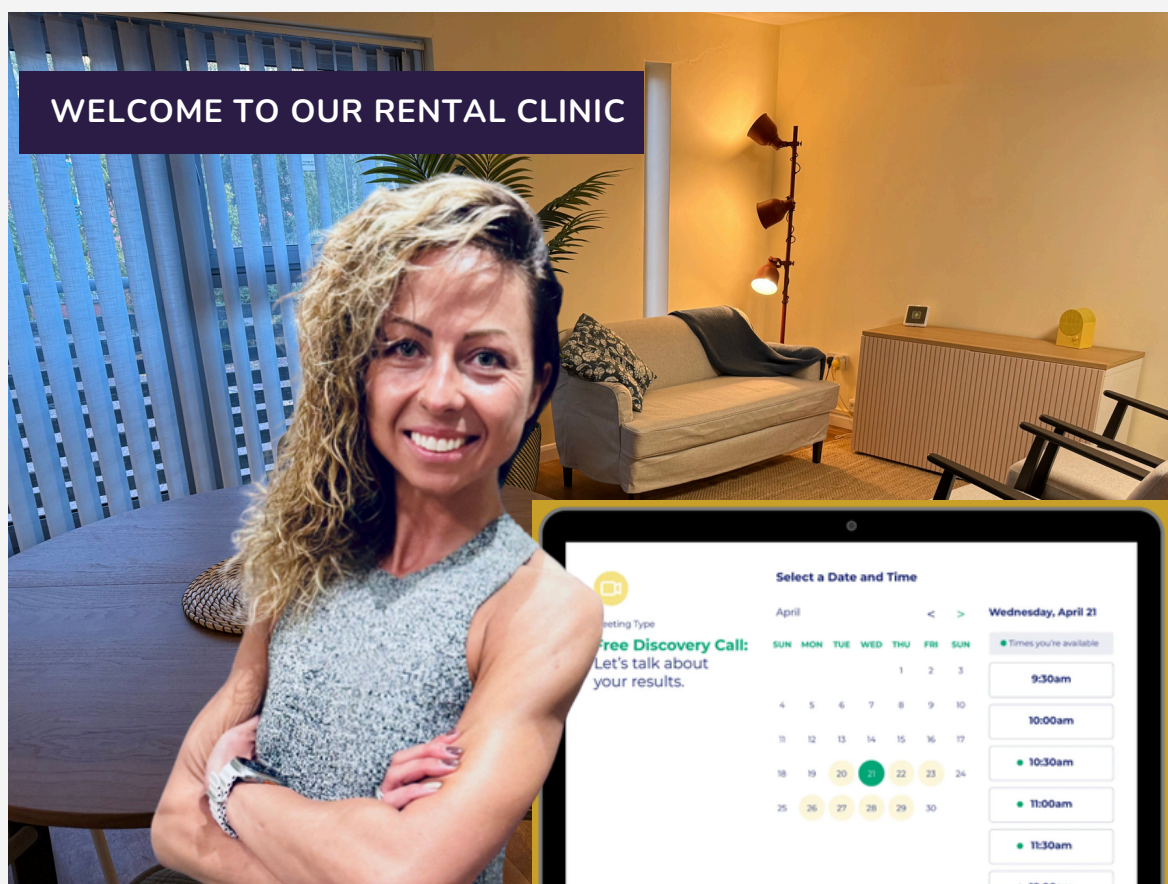
**21 Must-Do Steps Landlords Need To Take
To Get A Section 21**

HELP IS AT HAND: THE RENTAL CLINIC

SECTION 21 NOTICES CAN BE TRICKY

Few people have the range of experience in sorting out landlord issues, building compliant Section 21 notices, and then attending court where necessary, that our compliance lead Gosia Prazeniak has.

Recognising that the clock is ticking, and for some landlords time is tight, we have created a unique space in Leicester for landlords to receive private, 1-to-1 guidance on their letting situation.



[MAKE A FREE BOOKING IN THE RENTAL CLINIC](#)



Contact Us



Gosia Prazeniak
Director



Andy McGarrick
Owner & Director



0116 271 7121



leicester@northwooduk.com



07594 476403



Dimension House, 3/4 Westbridge Close, Leicester, LE3 5LW

