

LEGAL



EAGLE

WITH BETHANY SYMONDS

Eviction procedures change

As of April 6, 2016, all Section 8 notices served by landlords must comply with the new format prescribed by Government.

Hopefully all landlords will be aware that there are strict legal procedures to follow when ending a tenancy agreement and arranging an eviction.

Many landlords choose to serve a Section 21 notice as this is often the simplest and most straightforward way to recover possession of the property. However, the landlord may choose to send a Section 8 notice instead for a number of other reasons.

In our experience, the most common reason for serving a Section 8 notice rather than a Section 21 no-

tice is that the tenant is in rent arrears.

By using a Section 8 notice, the landlord may be able to recover possession of the property quickly as the landlord is only required to wait two weeks before applying for a possession order.

This is a stark contrast to the lengthy two months which must elapse before the landlord can apply for a possession order based on service of a valid Section 21 notice.

Realistically, if the tenant is going to continue accruing arrears then the landlord's priority is likely to be recovering the property as quickly as possible.

However, the procedure of recovering the property may be delayed if the land-



lord does not serve a valid Section 8 notice in the correct format.

When the landlord makes a court application they must attach a copy of the Section 8 notice, and the Judge will check to ensure that this is in the correct format.

If the Section 8 notice is in the wrong format, it will be invalid and the landlord's claim for possession may be struck out by the court sending the landlord back to

square one. In addition, the landlord will have had to pay a court fee of £325 upon making their application, and this will be non-refundable if the claim is struck out because the landlord did not complete the Section 8 notice in the correct format.

Landlord and Tenant Law changes frequently and this is the third format change to Section 8 notices within the last twelve months.

On that basis, it's crucial



for landlords to ensure they get this right first time.

A Section 8 notice which is formatted and served correctly can save the landlord time and money, and can result in a quick recovery of

possession.

An incorrect Section 8 notice can waste the landlord's time and money and can protract the process of recovering the property.

On the basis, my opinion is that it's always worth seeking professional legal advice to ensure things are done properly from the outset.

Many solicitors are now offering competitive fixed fees, and you may decide it's worthwhile to make sure you get it right.

● Bethany Symonds is a trainee solicitor in David Gray Solicitors' Housing Team. You can contact Bethany on 0191 243 8147 for an appointment or Chat Live via the website.

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