

Evictions: No More Section 21

Tenant FAQ

Q: Can my landlord still evict me with a Section 21 “no-fault” notice?

A: No. Section 21 was abolished on the 1st of May 2026. Your landlord can only seek possession using one of the Section 8 grounds - for example, if they want to sell the property, need to move in themselves, or you're in serious rent arrears. They must give you the correct notice and evidence for whichever ground applies.

Q: What if my landlord wants to sell the property?

A: They'll need to use Ground 1A. This can't be used until your tenancy has run for at least 12 months, and you must be given at least 4 months' notice.

Q: What is the Protected Period?

A: It's the minimum 12 months your tenancy must have run before your landlord can recover possession under Ground 1A to sell. This 12-month period runs from the start of your current tenancy. If you and your landlord sign a new tenancy agreement - including what's sometimes called a “renewal” - that counts as a new tenancy in law, and the 12 months start again from that agreement's date. This is different from a tenancy that simply converted automatically to a periodic tenancy on the 1st of May 2026 with no new agreement signed - there, the 12-month clock keeps running from your original start date. If you're unsure whether an agreement you've signed counts as a new tenancy for this purpose, speak to your local Winkworth office.

Q: What is the “no re-letting” restriction and how does it protect me?

A: If your landlord serves notice to sell under Ground 1A but the sale doesn't go ahead, they're barred from re-letting the property for 12 months after the earliest possession date stated in the notice. This is designed to stop the ground being used as a way of removing a tenant without a genuine intention to sell.

Q: What if I'm behind on rent?

A: Your landlord can use one of the Section 8 arrears grounds, but they must follow the correct notice period and provide evidence to the court. If you're worried about arrears, it's worth speaking to your local Winkworth office or your landlord as early as possible so they can talk through your options.

Q: How much notice will I be given?

A: Notice periods vary depending on which ground your landlord is using, ranging from 2 weeks to 4 months. Your notice will set out which ground applies and how much notice you're entitled to.

Q: What happens if my landlord gets the notice wrong?

A: If the wrong ground or notice is used, the court can reject the possession claim, meaning your landlord would need to start the process again. This gives you an added layer of protection against notices that aren't properly served.

Q: Who can I talk to if I receive a notice and I'm not sure what it means?

A: Your local Winkworth office can talk you through what a notice means and what to expect next.