

Evictions: No More Section 21

Landlord FAQ

Q: Can I still use a Section 21 “no-fault” notice to evict a tenant?

A: No. Section 21 has been abolished. You can only recover possession using one of the Section 8 grounds - for example, if you want to sell the property or the tenant is in arrears. Using the wrong ground, or the wrong notice, can cause costly delays.

Q: What if I want to sell my property and need the tenant to leave?

A: You'll need to use Ground 1A - but you can't use it until the tenancy has run for at least 12 months. You can serve notice a little earlier than that, since the notice period is 4 months, so notice can go out from month 8 onwards provided it doesn't expire before the 12-month mark.

Q: What is the Protected Period?

A: It's the minimum 12 months a tenancy must have run before a landlord can actually recover possession under Ground 1A. Notice can still be served earlier, from month 8 onwards, as explained above, as long as it doesn't expire before the 12 months are up.

The 12 months run from the start of the current tenancy. If you and your tenant signed 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, not from when the tenant originally moved in. 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 the 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?

A: The 12-month “no re-letting” restriction starts from the date you serve the notice and runs until 12 months after the earliest possession date stated in your notice. So counting the 4-month notice period plus the 12-month restriction, you're looking at around 16 months in total, off the market, from when you first serve notice. Breaching this is an offence, and councils can issue a financial penalty of up to £40,000 as an alternative to prosecution.

Q: What if my tenant is in rent arrears?

A: You can use one of the Section 8 arrears grounds, but you'll need to follow the correct notice period and provide the right evidence. Your local Winkworth office can advise on which ground fits your circumstances.

Q: How much notice do I need to give?

A: Notice periods vary depending on the ground you use, ranging from 2 weeks to 4 months, so it's important to check which ground applies before you serve notice.

Q: What happens if I use the wrong ground?

A: Using the wrong ground or notice can cause costly delays, and the court may reject your possession claim outright - meaning you'd need to start the process again from scratch.

Q: Can I still ask a tenant to leave if I simply no longer want to let the property?

A: There's no general “no reason” notice anymore. You'd need a specific ground that applies to your circumstances, such as selling the property or moving in yourself - speak to your local office about which one fits.