# Notice seeking possession of a property let on an assured tenancy or an assured agricultural occupancy in the private rented sector

## Form 3A

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**Housing Act 1988 section 8, as amended**

**This notice tells you that your landlord would like you to leave their property.**

## Information for the tenant

This form has been completed by your landlord or their agent and explains the reasons you are being asked to leave the property you rent so that your landlord can regain possession. Your landlord intends to begin court proceedings for possession of the property they rent to you, which is identified in question 1.2 below.

You do not have to leave immediately. If you choose not to leave, your landlord must apply to the court to evict you. If your landlord makes an application to the court, the court will decide whether or not you will need to leave. It is illegal for your landlord to try to force you to leave, for example by changing the locks or harassing you. They must follow the correct legal process.

**You should read this notice in full immediately and seek advice on your options.**

If you want to stay, you may be able to resolve the situation with your landlord or challenge the claim in court.

There is information in **Section 6** on the next steps and where you can find advice. **Section 6** also includes information for those with rent arrears and other debt problems.

Further guidance on this form, for both landlords and tenants, can be accessed at:
https://www.gov.uk/guidance/assured-tenancy-forms

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**Note:** If you have an assured agricultural occupancy you may have a licensor instead of a landlord. In those circumstances you will be a licensee.

Except in Section 5, references in this notice to a landlord include a licensor and references to tenant(s) include licensee(s).

### 1. The tenant(s) details

1.1 Full name(s) of tenant(s)

Test 1, Test 2

1.2 Your landlord is seeking possession of the following property:

Test Road, Test Town, A1 1AA

**Notes to the landlord**

You can complete and sign this notice electronically or by hand.

**Note 1.1:** If it is a joint tenancy you must list all of the tenants.

### 2. Earliest date your landlord can apply to court to regain possession

2.1 Your landlord cannot begin court proceedings for possession earlier than

06/05/2026

**Note 2.1:** Before you can apply to the court to begin possession proceedings you must give the minimum amount of notice according to the grounds you are relying on, though you may choose to give more.

You cannot apply to the court for a possession order until the notice period has expired. If you are relying on more than one ground you must wait until the expiry of the longest notice period of the possession grounds you are using as set out in section 8 (4AA) Housing Act 1988. The exception is if you are seeking

possession on the grounds of Anti-social Behaviour (Grounds 7A and 14), in which case you may enter the date you serve the notice and apply to the court immediately.

For guidance on the minimum amount of notice, see the Form 3A: Completing the notice seeking possession – guidance for private landlords at: https://www.gov.uk/guida tenancy-forms

### 3. Latest date your landlord can apply to court to regain possession

The latest date that your landlord can apply to court for a possession order is 12 months from the date of service of this notice. **After this the notice will no longer be valid**.

This time limit may be extended if you enter a breathing space under the Debt Respite Scheme (Breathing Space Moratorium and Mental Health Crisis Moratorium) (England and Wales) Regulations 2020.

## 4. Landlord's reasons for asking you to leave

Your landlord must explain why they are seeking possession of the property. This means they must give you reasons why they want you to leave the property and give you at least the minimum amount of notice to do so.

They can only use certain reasons called 'possession grounds'. The possession grounds are in Schedule 2 to the Housing Act 1988 (as amended) and can be found in full in **Form 3A: Legal wording for possession grounds** which can be accessed at: https://www.gov.uk/guidance/assured-tenancy-forms

**Question 4.1 is optional.** It lists some common possession grounds which have been summarised to aid your understanding. It does not include every possible ground. Your landlord may tick the relevant box(es) here if they apply.

**Questions 4.2 and 4.3 are mandatory.** Your landlord will set out the grounds that they are relying on in **question 4.2** and an explanation for using those grounds in **question 4.3**.

4.1 **Common reasons for seeking possession include:**

- [x] You have rent arrears of more than 13 weeks or 3 months (depending on whether your tenancy is weekly, fortnightly or monthly) (Ground 8)
- [x] You have some unpaid rent or are persistently late paying rent (Grounds 10 or 11)
- [x] Your landlord wants to use or sell the property (Grounds 1 or 1A)
- [x] Your landlord wants to rent their property to new students or workers (Grounds 4A, 5A or 5C)
- [ ] Your landlord plans to re-develop their property (Ground 6)
- [x] Antisocial behaviour or breach of other legal requirements (Grounds 7A or 14)
- [ ] You have breached the terms of your tenancy agreement (Ground 12)
- [ ] You have allowed the condition of the property or furniture to deteriorate (Grounds 13 or 15)
- [ ] You do not have the right to rent in the UK (Ground 7B)
- [ ] Other (ground(s) not listed above)

**Note to the landlord 4.1:**

This is a list of common grounds for possession. To aid your tenant(s) understanding you can tick the boxes to indicate the reason(s) you are seeking possession. If none of the listed grounds apply, select 'Other (ground(s) not listed above)'. Provide the full legal wording for each possession ground you are seeking to rely on in **question 4.2.**

4.2 **Possession ground(s) as set out in schedule 2 to the Housing Act 1988**

Below are the grounds your landlord is using to try to regain possession of the property. Read this carefully and seek advice if you do not understand.

**Ground 1**

The current tenancy began at least 1 year before the relevant date and the landlord who is seeking possession requires the dwelling-house as the only or principal home of any of the following—

a. the landlord;
b. the landlord's spouse or civil partner or a person with whom the landlord lives as if they were married or in a civil partnership;
c. the landlord's -
    i. parent;
    ii. grandparent;
    iii. sibling;
    iv. child;
    v. grandchild;
d. a child or grandchild of a person mentioned in paragraph (b).

A relationship of the half-blood is to be treated as a relationship of the whole Blood.

In the case of joint landlords seeking possession, references to “the landlord” in this ground are to be read as references to at least one of those joint landlords.

When calculating whether the current tenancy began at least 1 year before the relevant date, both—

a. the day when the current tenancy began, and
b. the relevant date,

must be included in the calculation.

**Ground 1A**

**Note to the landlord 4.2:** For this notice to be valid, tenants must be given notice of the legal grounds the landlord is using to seek possession. Insert the full legal wording as set out in schedule 2 of the Housing Act 1988 (as amended) for each ground that you are using. The legal wording can be found in Form 3A: Legal wording for possession grounds accessed at: https://www.gov.uk/guida tenancy-forms. The legal wording may be long so continue on a separate sheet if necessary.

Do not rely on the name of the ground only.

The guidance mentioned above also contains an explanation of the ground, published alongside the full legal wording. You are advised to supply this explanation here alongside the legal wording, as it appears in the guidance.

The following conditions are met -

a. the landlord who is seeking possession intends to sell a freehold or leasehold interest in the dwelling-house or to grant a lease of the dwelling-house for a term certain of more than 21 years which is not terminable before the end of that term by notice given by or to the landlord;
b. the assured tenancy on which the dwelling-house is let did not come into being by virtue of any provision of Schedule 1 to the Rent Act 1977 or section 4 of the Rent (Agriculture) Act 1976;
c. either —
    i. the current tenancy began at least 1 year before the relevant date, or
    ii. at the relevant date, notice of a compulsory acquisition in relation to the dwelling-house has been given, the landlord intends to sell their interest in the dwelling-house to the acquiring authority and the acquiring authority intends to acquire It;
d. the landlord seeking possession is not —
    i. a non-profit registered provider of social housing,
    ii. a body registered as a social landlord in the register maintained under section 1 of the Housing Act 1996,
    iii. a body registered as a social landlord in the register kept under section 20(1) of the Housing (Scotland) Act 2010,
    iv. a housing trust, within the meaning of the Housing Associations Act 1985, which is a charity, or
    v. where the dwelling-house is social housing within the meaning of Part 2 of the Housing and Regeneration Act 2008, a profitmaking registered provider of social housing.

In paragraph (c)(ii), “sell” includes transfer.

When calculating whether the current tenancy began at least 1 year before the relevant date, both —

a. the day when the current tenancy began, and
b. the relevant date,

must be included in the calculation.

**Ground 14**

The tenant or a person residing in or visiting the dwelling-house—

a. has been guilty of conduct causing or likely to cause a nuisance or annoyance to a person residing, visiting or otherwise engaging in a lawful activity in the locality,
b. has been guilty of conduct causing or likely to cause a nuisance or annoyance to the landlord of the dwelling-house, or a person employed (whether or not by the landlord) in connection with the exercise of the landlord's housing management functions, and that is directly or indirectly related to or affects those functions, or
b. has been convicted of—
    i. using the dwelling-house or allowing it to be used for immoral or illegal purposes, or
    ii. an indictable offence committed in, or in the locality of, the dwelling-house

**Ground 8**

Both at the date of the service of the notice under section 8 of this Act relating to the proceedings for possession and at the date of the hearing—

a. if rent is payable weekly or fortnightly, at least thirteen weeks’ rent is unpaid;
b. if rent is payable monthly, at least three months’ rent is unpaid;

and for the purpose of this ground “rent” means rent lawfully due from the tenant.

When calculating how much rent is unpaid for the purpose of this ground, if the tenant is entitled to receive an amount for housing as part of an award of universal credit under Part 1 of the Welfare Reform Act 2012, any amount that was unpaid only because the tenant had not yet received the payment of that award is to be ignored.

**Ground 10**

Some rent lawfully due from the tenant—

a. is unpaid on the date on which the proceedings for possession are begun; and
b. except where subsection (1)(b) of section 8 of this Act applies, was in arrears at the date of the service of the notice under that section relating to those proceedings.

**Ground 11**

Whether or not any rent is in arrears on the date on which proceedings for possession are begun, the tenant has persistently delayed paying rent which has become lawfully due.

**Ground 4A**

The following conditions are met—

a. the dwelling-house is in an HMO or is an HMO,
b. the tenant meets the student test when the tenancy is entered into,
c. the landlord or, in the case of joint landlords, at least one of them, gives the tenant, before the tenancy is entered into, a written statement of the landlord's wish to be able to recover possession on the basis that—
    i. the tenant meets the student test when the tenancy is entered into, and
    ii. the landlord intends, on the next occasion on which the dwelling-house is let, to let it to a tenant who meets the student test when that new tenancy is entered into,
d. the period—
    i. beginning with the day on which the tenancy was entered into, and
    ii. ending with the day on which the tenant was entitled to possession of the dwelling-house,
is six months or less,
e. the relevant date falls within the period beginning with 1 June and ending with 30 September in any year, and
f. the landlord seeking possession intends, on the next occasion on which the dwelling-house is let, to let it to a tenant who meets the student test when that new tenancy is entered into.

For the purposes of the conditions in paragraphs (b), (c) and (f), a tenant meets the student test when a tenancy is entered into if—

a. the tenant is a full-time student at that time, or
b. at that time, the landlord reasonably believes that the tenant would become a full-time student during the tenancy.

But, in a case where two or more persons are or would be the tenant, the tenant does not meet the student test unless all of those persons meet that test.

In this ground, "full-time student" means a person receiving education provided by means of a full-time course—

a. of any description mentioned in Schedule 6 to the Education Reform Act 1988 provided by an institution in England or Wales;
b. of any description mentioned in section 38(2) of the Further and Higher Education (Scotland) Act 1992 provided by an institution in Scotland;
c. of any description mentioned in Schedule 1 to the Further Education (Northern Ireland) Order 1997 (S.I. 1997/1772 (N.I. 15)) provided by an institution in Northern Ireland.

In a case where, because of paragraph 8(7) of Schedule 1 to the 1988 Act, a tenancy becomes an assured tenancy, the condition in paragraph (c) of the first paragraph of this ground is met if the written statement referred to there is given within the period of 28 days beginning with the date on which the tenancy becomes an assured tenancy.

4.3 **Landlord's explanation of why each possession ground is being used**

This is your landlord's explanation of how and why they believe they are legally able to use the grounds for possession in questions 4.1 and 4.2.

**Ground 1** The following family member is moving into the property: Landlord
They intend to occupy the property as their only or principal home on 26/09/2026
The current tenancy began at least 1 year before the relevant date.

**Ground 1A** I confirm that I intend to sell the property. I am a private landlord.
Marketing will begin on 30/09/2026
The current tenancy began at least 1 year before the relevant date.

**Ground 14**

Incident: Test Incident 1
Date of incident: 01/05/2026
Who was affected: Test Affected 1

Incident: Test Incident 2
Date of incident: 02/04/2026
Who was affected: Test Affected 2

**Grounds 8, 10 and 11**

Please see the following rent arrears schedule

Rent per month: £1,234.00 Rent frequency: Monthly Rent due date: 28/05/2026 Total Arrears: £12,345.00

**Ground 4A**

The property is an HMO
All tenants met the student test.
The tenants were provided with a notice before they entered into the tenancy stating that:
- the landlord may seek possession on this ground, and
- the property is intended to be re-let to students

**Note to the landlord 4.3:** Write a heading for each ground you are using and explain in your own words why you believe you can use that ground. You should include as much evidence as possible.

If necessary, continue on a separate sheet, making it clear which question you are answering.

The start date of the tenancy was within 6 months of the tenancy being signed
Possession is sought for a date that falls between 1 June and 30 September

## 5. Contact details of the landlord, licensor or agent

5.1 **Signed**

*Test Landlord*

5.2 **I am the**

Landlord ✓

Agent

Licensor

5.3 **Date**

05/05/2026

5.4 **Name of landlord, licensor, or agent**

Test Landlord

5.5 **Address of landlord, licensor, or agent**

Test Landlord Road, Test Landlord Town, A1 1AA

5.6 **Phone Number**

07000000000

5.7 **Email**

test@testlandlord.co.uk

**Notes to the landlord**

**Note 5.1:** This notice must be signed and completed by the landlord, licensor, or someone who is authorised to give notice on behalf of the landlord or licensor.

If you are joint landlords or licensors either each sign this notice using the additional signatures box below, or agree for one landlord or licensor to sign this notice on behalf of you all.

**Note 5.4:** Give the details of the landlord, licensor, or agent who completed and signed this notice.

You must give this notice to the tenant(s) and keep a copy for yourself.

**Note 5.7:** If you provide an email address, you agree that the tenant and the court may use this address to serve documents on you.

## 6. Information for tenants

Whether you want to leave or stay, you should seek advice immediately.

If you want to stay, you may be able to resolve the situation directly with your landlord.

Before your landlord can apply to the court for a possession order they must give you at least the minimum amount of notice. The amount of time depends on the reason they want to regain possession. For the minimum amount of notice required for the ground(s) that your landlord is using see **Form 3A: Receiving the notice seeking possession – guidance for tenants** accessed at: https://www.gov.uk/guidance/assured-tenancy-forms.

If your landlord goes to court, you will have the opportunity to dispute the possession claim.

There is more information on the process for possession (known as the possession action process) at: https://www.gov.uk/guidance/renting-outyour-property-guidance-for-landlords-and-letting-agents/repossessingyour-privately-rented-property-on-or-after-1-may-2026

When seeking to regain possession, landlords must also adhere to duties set out in Section 16E of the Housing Act 1988. Further information can be found in Form 3A: Receiving the notice seeking possession – guidance for tenants, accessed at: https://www.gov.uk/guidance/assured-tenancy-forms

Where to seek advice

There are places you can find advice about this notice:

- www.shelter.org.uk or Shelter's emergency helpline on 0808 800 4444
- Get free legal advice through the Housing Loss Prevention Advice Service at https://www.gov.uk/guidance/legal-aid-for-possessionproceedings
- A citizens advice adviser by calling 03444 111 444 or online. You can find out more at: https://www.citizensadvice.org.uk/about-us/contact-us/
- A housing advice centre or law centre.
- You can get legal advice from a legal representative. Find a solicitor at https://solicitors.lawsociety.org.uk/
- Civil Legal Advice (CLA) may be able to direct you to legal advice on housing. You can contact them at www.gov.uk/civil-legal-advice, by calling 0345 345 4345 (Monday to Friday, 9am–8pm and Saturday 9am–12:30pm), or by texting 'legalaid' and your name to 80010 to ask CLA to call you back. It costs the same as a normal text message.

If you're worried about becoming homeless contact your local authority for support. You can find your local authority at: www.gov.uk/find-local-council

Advice on owing rent (rent arrears) or any other problem debt

If you need advice on owing rent (rent arrears) or any other problem debt, you can contact:

- A citizens advice adviser by calling 03444 111 444 or online. You can find out more at: https://www.citizensadvice.org.uk/about-us/contact-us/
- Housing Loss Prevention Advice Service at https://www.gov.uk/guidance/legal-aid-for-possession-proceedings
- Your local authority for details of where you may find assistance. You can find your local authority at: www.gov.uk/find-local-council
- Money Helper (formerly the Money Advice Service) for guidance on finding a free debt adviser on its website: www.moneyhelper.org.uk/ or over the phone by calling 0800 138 777.

If you are experiencing problem debt, a debt adviser may consider a Breathing Space to be an appropriate option for you while you work with them to identify a solution to your debts. The Breathing Space Scheme provides a temporary pause on creditor enforcement action to give you time to speak to a debt adviser about how to address your debts.

If you are in a Breathing Space moratorium under the Debt Respite Scheme, your landlord must speak to your debt adviser instead of contacting you directly about you owing rent.

A standard breathing space lasts up to 60 days. During this time, your landlord cannot give you notice to start the possession process on grounds related to owing rent (rent arrears). Once your Breathing Space comes to an end, your landlord will be notified and can continue or begin any enforcement action on the rent owed.

If the notice is not about owing rent and if you are in a Breathing Space, show your debt adviser this notice to notify them of the change in your circumstances.

**Breathing space is not a payment holiday and you should still pay ongoing liabilities, including ongoing rent payments, as they fall due.**