

FORM NO. 3

INFORMATION FOR THE TENANT

1. To: [insert full name(s) of tenant(s) / ■ ■ ■ ■ (■ ■ ■ ■)]
2. Your landlord / licensor intends to apply to the court for an order requiring you to give up possession of: [■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■]
3. Your landlord / licensor intends to seek possession on ground(s): in Schedule 2 to the Housing ■ ■ ■ ■ 1988 (■ ■ ■ ■ ■ ■ ■ ■ ■ ■), ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ (■ ■ ■ ■):

[illegible][illegible]

- [illegible]

[illegible]

- [illegible]

and for the purposes of this ground “mortgage” includes a charge and “

Ground 3The tenancy is a fixed term tenancy for a ■■■■■■■■■■
■■■■■■■■■—

- [illegible]

Ground 4The tenancy is a fixed term tenancy for a ■■■■■■■■■■■■■■■■■■■■■■
■■■■■■■■■■■■■■■■■■■■——

- [illegible]

[illegible]

- [illegible]

[illegible]

- [illegible]

- (i) the tenant is not willing to agree to such a variation of the terms of the tenancy as would give such access ■■■■■
■■■■■
■■■■■, ■■■■
- (ii) the nature of the intended work is such ■■■■■
■■■■■, ■■■■
- (iii) the tenant is not willing to accept an assured tenancy of such part only of the dwelling-house (in this subparagraph referred to as “the reduced part”) as would leave in the possession of his landlord so much of the dwelling-house as would be reasonable to enable the intended work ■■■■■, ■■■■■
■■■■■, ■■■■■
■■■■■
■■■■■
■■■■■, ■■■■
- (iv) the nature of the intended work is such that ■■■■■
■■■■■; ■■■■
- (b) either the landlord seeking possession acquired his interest in the dwelling-house before the grant of the tenancy or that interest was in existence at the time of that grant and neither that landlord (or, in the case of joint landlords, any of them) ■■■■■
■■■■■, ■■■■■
■■■■■, ■■■■■
■■■■■; ■■■■
■■■
- (c) 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, as amended by Part I of Schedule 4 to this Act or, ■■■■■, ■■■■ 4 ■■■■■
■■■■■ (■■■■) ■■■■ 1976 , ■■■■■
■■■■■.

For the purposes of this ground, if, immediately before the grant of the tenancy, the tenant to whom it was granted or, if it was granted to joint tenants, any of them was the tenant or one of the joint tenants of the dwelling-house concerned under an earlier assured tenancy or, as the case may be, under a tenancy to which Schedule 10 to the Local Government and Housing Act 1989 applied, any reference ■■■■■
■■ (■■■■) ■■■■■
■■■■■
■■■■■, ■■■■■, ■■■

For the purposes of this ground “registered social landlord” has the same meaning as in the Housing Act 1985 (see section 5(4) and (5) of that Act) and “charitable housing”

[illegible][illegible][illegible]

- (i) was committed (wholly or partly) in, or in ■■■■■■■■■■
■■■■■, ■■■■■■■■■■ - ■■■■■, ,
- (ii) was committed elsewhere against a person with ■■■■
■■■■ (■■■■■■■■■■) ■■■■■■■■■■
■, ■■■■■■■■■■ ■■■■■■■■■■
■■■■■, ■■■■■■■■■■ - ■■■■■, ■■■■
- (iii) was committed elsewhere against the landlord of the
dwelling-house, ■■■■■■■■■■ (■■■■
■■■■■■■■■■■) ■■■■■■■■■■
■■■■■■■■■■■ ■■■■■■■■■■
■■■■■■■■■■■, ■■■■■■■■■■ ■■■■■■■■■■
■■■■■■■■■■■ .

Condition 2 is that a court has found in relevant proceedings that the
tenant, or a person residing in or ■■■■■■■■■■ - ■■■■■, ■■
■■■■■■■■■■■ ■■■■■■■■■■ 1 ■
■■■■■■■■■■■ - ■■■■■■■■■■, ■■■■■■■■■■
■ 2014, ■■■■■■■■■■ ■■■■■■■■■■
■■■■■■■■■■■, ■■■■ —

(a) the ■■■■■■■■■■, ■■■■■■■■■■
■■■, ■■■■■■■■■■ - ■■■■■, ,

or

(b) the ■■■■■■■■■■
■■■■■■■■■■■ —

- (i) conduct that is capable of causing nuisance or
annoyance ■■■■■■■■■■
■ (■■■■■■■■■■) ■■■■■■■■■■, ■■
■■■■■■■■■■■ ■■■■■■■■■■
■, ■■■■■■■■■■ - ■■■■■, ■■■■
- (ii) conduct that is capable of causing nuisance or
annoyance to the landlord of the ■■■■ - ■■■■, ■■
■■■■■■■■■■■ (■■■■■■■■■■
■■■■■■■■■■■) ■■■■■■■■■■
■■■■■■■■■■■, ■■
■■■■■■■■■■■ ■■■■■■■■■■
■■■■■■■■■■■ .

Condition 3 is that the tenant, or a person residing in or visiting the
dwelling-house, has been ■■■■■■■■■■
■ 30 ■■■■■■■■■■ - ■■■■■■■■■■, ■■■■■■■■■■
■■■■■ 2014 ■■■■■■■■■■

Ground 8 Both at the date of the service ■■■■■■

[illegible]

(a) if \dots , \dots
 \dots ;

[illegible][illegible][illegible][illegible]

9

[illegible][illegible]

11

12 ()
()
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13 -

[illegible]

“ ”

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14

[illegible]

()

- ,

(-)

,

,

(b) has been convicted of—

(i) ■■■■■■■■■■ - ■■■■■■■■■■
 ■■■■■■■■■■ ■■■■■■■■■■
 ■■■ , ■■■

[illegible][illegible]

In this Ground—

[illegible]

“ [REDACTED] ” [REDACTED] 22 [REDACTED]
[REDACTED] 1980 ([REDACTED]
[REDACTED]);

“ [REDACTED] ” [REDACTED]
[REDACTED] 1 [REDACTED] 1986 .

[REDACTED] - [REDACTED]
[REDACTED] .

[REDACTED] 14A [REDACTED] - [REDACTED] ([REDACTED]
[REDACTED]) [REDACTED] , [REDACTED]
[REDACTED] , [REDACTED]
[REDACTED]
[REDACTED] —

([REDACTED]) [REDACTED]
[REDACTED] - [REDACTED] ,

([REDACTED]) [REDACTED]
[REDACTED] - [REDACTED] ,
[REDACTED]
[REDACTED] , [REDACTED] - [REDACTED]
[REDACTED] 2 [REDACTED]
[REDACTED] 2008 , [REDACTED] - [REDACTED]
[REDACTED] ,

([REDACTED]) [REDACTED] - [REDACTED]
[REDACTED]
[REDACTED] —

(i) that partner, or

([REDACTED]) [REDACTED]
[REDACTED]
[REDACTED] , [REDACTED]

([REDACTED]) [REDACTED]
[REDACTED] .

[REDACTED] “ [REDACTED]
[REDACTED] ” [REDACTED] “ [REDACTED] ” [REDACTED]
[REDACTED]
1996 [REDACTED] “ [REDACTED] ” [REDACTED]
[REDACTED] , [REDACTED]
1985 , [REDACTED] .

15 ,
 -
 -
 , -

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 -

 -

16The -

 ,
 , ,
 60 (7)
 1990 ,
 ,

17The ,
 ,

 —

(a) the tenant, or

(.)

4
 :

[Continue on a separate sheet if necessary]

5 :
 [.
 (.)
 8 1988 (.)]

6 /

 12
 ,

These notes are for landlords and tenants and landlords are asked to provide a copy of the notes to the tenant when serving the completed form. Do not delete them.

Notes for Form 3

These notes are in relation to the form prescribed by SI 2021/994 which came into force on 1 January 2021.

Guidance notes for landlords and tenants

This guidance note is advisory and is designed to help landlord and tenants understand their rights and responsibilities in relation to notices of intention to begin proceedings for possession of a property in England let on an Assured Tenancy or an Assured Agricultural Occupancy from 1 January 2021.

Notice of intention to begin proceedings for possession of a property in England let on an Assured Tenancy or an Assured Agricultural Occupancy (Form 3)

Guidance for landlords

This form of notice should be used where possession of accommodation let under an assured tenancy, an assured agricultural occupancy or an assured shorthold tenancy is sought on one of the grounds set out in Schedule 2 to the Housing Act 1988.

Do not use this form if:

- Your tenant is an assured shorthold tenant and you wish to obtain possession on the basis of Section 21 of the Housing Act 1988 - Form 6A 'Notice requiring possession of a property in England let on an assured shorthold tenancy'.
- You wish to obtain possession on grounds of rent arrears against a tenant who is a debtor and whose arrears are subject to a 'breathing space', unless a court has granted a 'breathing space'.

Breathing space

The Debt Respite Scheme (Breathing Space) gives someone in problem debt the right to legal protections from their creditors. If rent arrears are included, enforcement action cannot generally be taken in respect of those arrears during the breathing space. If rent arrears owed to you are part of the total debt, you must not contact the tenant directly about the rent arrears – the tenant will have a debt advice provider, named in the notification, to deal with the arrears. If you have already served a notice on rent arrears grounds, you must not serve a new notice on the tenant which relies on or includes any of the rent arrears grounds – sections 8, 10 and 11.

- You must not contact the tenant directly about the rent arrears – the tenant will have a debt advice provider, named in the notification, to deal with the arrears.
- You must not serve a notice on the tenant which relies on or includes any of the rent arrears grounds – sections 8, 10 and 11.
- If you have already served a notice on rent arrears grounds, you must not serve a new notice on the tenant which relies on or includes any of the rent arrears grounds.
- If you have already served a notice on rent arrears grounds, and the tenant has then left the property, you must not serve a new notice on the tenant which relies on or includes any of the rent arrears grounds.

The breathing space will usually last for 60 days. You will receive notification from the Insolvency Service of the start and end of the breathing space.

If a notice on rent arrears grounds, which you had served before the breathing space commenced, becomes more than 12 months old by the time the breathing space ends, the lifespan of that notice will be extended so that it remains in force for 12 months from the end of the breathing space.

A creditor can ask a debt adviser to review the breathing space, or specific debts being included in it, on certain grounds. If a debt adviser does not cancel a breathing space in respect of all or some of the debt when a creditor has requested this, the creditor also has the option to apply to a court to cancel the breathing space.

Creditors must not contact the tenant directly about the rent arrears – the tenant will have a debt advice provider, named in the notification, to deal with the arrears. If you have already served a notice on rent arrears grounds, you must not serve a new notice on the tenant which relies on or includes any of the rent arrears grounds.

The above outlines the effect of the breathing space regulations in relation to Form 3. Guidance on the effect of the breathing space regulations is available at:

<https://www.gov.uk/government/publications/debt-respite-scheme-breathing-space-guidance>. Further guidance on creditors' responsibilities to the court during a breathing space is available at: <https://www.gov.uk/guidance/debt-respite-breathing-space-scheme-creditors-responsibilities-to-the-court>

Guidance on specific sections of Form 3

Sections 3 and 4– grounds for possession

Nature of the grounds

Grounds 1 to 8 are **mandatory grounds**, which means that if one of these grounds is established, the court must make an order for possession. The order will be an 'outright order' that will require the tenant to leave either immediately or after a specified period. The maximum period that can be specified is 6 weeks. (This 'rule' is subject to human rights considerations which the court must take into account if raised and which may, in exceptional cases, lead to a different outcome). More information on mandatory grounds, in particular a description of each of the grounds, can be found here:

https://england.shelter.org.uk/professional_resources/legal/possession_and_eviction/grounds_for_possession/assured_tenancy_mandatory_grounds_for_possession

Grounds 9 to 17 are **discretionary grounds** which means that the court may make an order for possession if the ground is established and the court considers it reasonable. If a possession order is made, it can be an 'outright order' which requires the tenant to leave, or it can be a 'suspended order' which allows the tenant to stay, usually subject to abiding by specified conditions, depending on what the court considers to be reasonable in all the circumstances of the case. More information on discretionary grounds, in particular a description of each of the grounds, can be found here:

https://england.shelter.org.uk/professional_resources/legal/possession_and_eviction/gr/ounds_for_possession/discretionary_grounds_for_possession_of_assured_tenancies

You must pay the tenant's reasonable removal expenses if a possession order is made under grounds 6 (anti-social behaviour) or 9 (rent arrears).

Fixed term tenancies

If you have granted a fixed term tenancy, and you want a possession order to take effect at the end of the fixed term, you must specify the date when the tenancy ends:

- You can rely on the mandatory ground 7B (rent arrears).
- You can rely on the mandatory grounds 2 (repossession by mortgage lender), 7A (anti-social behaviour) or 8 (substantial rent arrears), or any combination of these grounds.

Guidance for tenants

- This notice is your
..... .
- Your landlord cannot make you leave your home without
..... -
..... .
- You should make contact with your , ,
.....
..... .
- The grounds on which your landlord intends to
..... 3
.....
..... 4 .
- Whichever grounds are set out 3 ,
..... .
- If possession proceedings are
..... .
- If the grounds your landlord is relying upon are mandatory grounds,
..... 1 8 ,
..... ,
..... (.....
.....).
- If the grounds your landlord is relying upon are ,
..... 9 16 ,
.....
..... .
- A landlord who relies 6 9
..... .
- You can , , :
 - the housing charity Shelter on Shelterline on 0808 800 4444, or use their webchat service at https://england.shelter.org.uk/get_help/webchat
 - Citizens Advice, by contacting their Adviceline on 03444 111 444 or chatting with an Adviser online at <https://www.citizensadvice.org.uk/about-us/contact-us/contact-us/web-chat-service/>

- If you are a tenant, you should inform your landlord or housing association about the problem as soon as possible. If you are a landlord, you should inform your tenant about the problem as soon as possible.
- If you require advice on rent arrears, or any other problem debt, you can contact a professional debt advice provider such as Citizens Advice. Your local authority should be able to provide details of where you may find assistance, or Money Helper (formerly the Money Advice Service) provides guidance on finding a debt advisor on its website:
<https://www.moneyhelper.org.uk/>
- If you are a debtor who is in a 'breathing space', you should inform your debt advice provider. If you are a creditor, you should inform your debt advice provider. If you are a debtor who is in a 'breathing space', you should inform your debt advice provider. If you are a creditor, you should inform your debt advice provider.