NOTICE OF INTENTION TO BEGIN PROCEEDINGS FOR POSSESSION OF A PROPERTY IN ENGLAND LET ON AN ASSURED TENANCY OR AN ASSURED AGRICULTURAL OCCUPANCY

FORM NO. 3

Housing Act 1988 section 8 (as amended)

| INFORMATION FOR THE TENANT | | | | | | | |
|---|--|--|--|--|--|--|--|
| This notice tells you that your landlord intends to begin proceedings for possession of the property identified in section 2. You should read | | | | | | | |
| The earliest date on which possession proceedings can begin will depend on the ground(s) on which possession | | | | | | | |
| If you are worried about this notice, and what you should do about it, take it immediately to Citizens Advice, | | | | | | | |
| If you are a debtor and you are in a 'breathing space', | | | | | | | |
| If you believe you are at risk of homelessness as a result of receiving this notice, | | | | | | | |
| Free independent advice is also available from Shelterline on 0808 800 4444 or via the Shelter website at: https://www.shelter.org.uk/ | | | | | | | |
| Further information about this notice and the possession process can be found at: https://www.gov.uk/government/publications/understanding-the-possession-action-process-guidance-for-landlords-and-tenants | | | | | | | |
| 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 (= = = = = =) , = = = = = = (= = =) : | | | | | | | |

| _ | tatutory text of 17 grounds is given below. Please keep the relevant punds ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ |
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| | Not later than the beginning of the tenancy the landlord gave notice in writing to the tenant that possession might be recovered on this ground or the court is of the opinion •••••••••••••••••••••••••••••••••• |
| (a) | at some time before the beginning of the tenancy, the landlord who is seeking possession or, in the case of joint landlords seeking possession, at |
| (b) | the landlord who is seeking possession or, in the case of joint landlords seeking possession, at least one of them requires the dwelling-house as his, his spouse's or his civil partner's only or principal home and neither the landlord (or, in the case of joint landlords, any one of them) |
| Ground 2The | e dwelling-house is subject to a mortgage granted ■ ■ ■ ■ ■ ■ ■ ■ ■ |
| (a) | the mortgagee is entitled to exercise a power of sale conferred on him by the mortgage or ••••••••••••••••••••••••••••••••••• |
| (b) | the mortgagee requires possession of the dwelling-house for the purpose of disposing of |
| (c) | either notice was given as mentioned in Ground 1 above or the court is satisfied that it |
| | for the purposes of this ground "mortgage" includes a charge and " |
| Ground 3The | e tenancy is a fixed term tenancy for a = = = = = = = = = = = = = = = = = = |

| | (a) | not later than the beginning of the tenancy the landlord gave notice in writing to the ••••••••••••••••••••••••••••••••••• |
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| | (b) | at some time within the period of twelve months ending with the beginning of the tenancy, the dwelling- |
| Ground 4 | The te | enancy is a fixed term tenancy for a ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ |
| | (a) | not later than the beginning of the tenancy the landlord gave notice in writing to the ••••••••••••••••••••••••••••••••••• |
| | (b) | at some time within the period of twelve months ending with the beginning of the tenancy, the dwelling-house was ••••••1 |
| Ground 5 | | welling-house is held for the purpose of being available for ation by a minister of religion as |
| | (a) | not later than the beginning of the tenancy the landlord gave notice in writing to the |
| | (b) | the court is satisfied that the dwelling-house is required for occupation |
| Ground 6 | profit r charita within 2008) | ndlord who is seeking possession or, if that landlord is a non- registered provider of social housing, registered social landlord or able housing trust, or (where the dwelling-house is social housing the meaning of Part 2 of the Housing and Regeneration Act a profit-making registered provider of social housing, a superior rd intends to demolish or reconstruct the |
| | (a) | the intended work cannot reasonably be carried out without the tenant giving •••••••••••••••••••••••••••••••••••• |

| | (i) | the tenant is not willing to agree to such a variation of the terms of the tenancy as would give such access • • • • • • • • • • • • • • • • • • |
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| | (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 \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare |
| (b) | the dv intere that la | the landlord seeking possession acquired his interest in velling-house before the grant of the tenancy or that st was in existence at the time of that grant and neither andlord (or, in the case of joint landlords, any of them) |
| (c) | come Rent a or, ■ | ssured tenancy on which the dwelling-house is let did not into being by virtue of any provision of Schedule 1 to the Act 1977, as amended by Part I of Schedule 4 to this Act |
| tenan tenan dwelli case Gove | cy, the its, any ing-hou may be rnment | oses of this ground, if, immediately before the grant of the tenant to whom it was granted or, if it was granted to joint of them was the tenant or one of the joint tenants of the se concerned under an earlier assured tenancy or, as the e, under a tenancy to which Schedule 10 to the Local and Housing Act 1989 applied, any reference |
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| | same | e purposes of this ground "registered social landlord" has the meaning as in the Housing Act 1985 (see section 5(4) and (5) of ct) and "charitable housing |
| | 1985 , | , |
| Ground 7 | tenand has de proced twelve directs | enancy is a periodic tenancy (including a statutory periodic cy), or a fixed term tenancy of a dwelling-house in England, which evolved under the will or intestacy of the former tenant and the edings for the recovery of possession are begun not later than a months after the death of the former tenant or, if the court so s, |
| | from a regard writing | e purposes of this ground, the acceptance by the landlord of rent a new tenant after the death of the former tenant shall not be ded as creating a new tenancy, unless the landlord agrees in g to a change (as compared with the tenancy before the death) in |
| | This g | round does not apply to a fixed term tenancy that is ■ ■ ■ ■ ■ ■ ■ |
| | (a) | granted on payment of a premium calculated by reference to a percentage of the value of the ••••••••••••••••••••••••••••••••••• |
| | (b) | under which the lessee (or the lessee's personal representatives) will or may be entitled to a sum calculated by reference, |
| Ground 7 | 7A Any | of the following $\blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare$. |
| | Condi | tion 1 is that— |
| | (a) | the tenant, or a person residing in or visiting the dwelling-house, |
| | (b) | the serious offence— |

| (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 2014, (a) 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 (iii) conduct that is capable of causing nuisance or annoyance to the landlord of the | | | , |
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| (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 2014, (a) 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 (iii) conduct that is capable of causing nuisance or annoyance to the landlord of the | | (ii) | was committed elsewhere against a person with ■ ■ ■ |
| (iii) was committed elsewhere against the landlord of the dwelling-house, | | | -, |
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| (b) | ::: | |
| | (i) | behaviour that causes or is likely to cause harassment, |
| | (ii) | behaviour that causes or is likely to cause harassment, alarm or distress to the landlord • • • • • • • • • • • • • • • • • • • |
| Condi | tion 4 i | is that— |
| (a) | | welling-house is or • • • • • • • • • • • • • • • • • • |
| (b) | ••• | ss to the dwelling-house has been • • • (• • • • • • • • • • • • • • • |
| Condi | tion 5 i | is that— |
| (a) | | nant, or • • • • • • • • • • • • • • • • • • |
| | (i) | section 80(4) • • • • • • • • • • • • • • • • • • • |
| | (ii) | section 82(8) • • • • • • • • • • • • • • • • • • |

| | (b) | the nuisance concerned was noise emitted from the dwelling-house which was a *** |
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| | In this | ground— |
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| | "serio | us offence" means an offence which— |
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| | (b) | is specified, or falls within a description • • • , • • • • • • • • • • • • • • • |
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| | Condi | tion 1 is that the Secretary of State has given = = = = = = = = = = = = = = = = = = = |
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| | | e tenant or, |
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| (b) | one or • • • • • • • • • • • • • • • • • • |
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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 ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ 2021 .

Guidance notes for landlords and tenants

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

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
- 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
 In a subject to a 'breathing space', unless a court has granted
 In a subject to a 'breathing space', unless a court has granted

Breathing space

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| | |
| breathing space. If rent arrears owed to you are part ■ ■ ■ ■ ■ ■ ■ ■ ■ | |
| enforcement action cannot generally be taken in respect of those arrear | s during the |
| right to legal protections from their creditors. If rent arrears are included | , |
| The Debt Respite Scheme (Breathing Space) gives someone in probler | n debt the |
| | |

- You must not serve a notice on the tenant which relies on or includes any of the rent arrears grounds ■ ■ 8 , 10 ■ ■ 11 .
- If you have already served a notice on rent arrears grounds, you must not ■
 ■ ■ ■ ■ ■ ■ ■
- If you have already served a notice on rent arrears grounds, and the tenant has then left the property,

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

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

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 the cancel breathing space.

Creditors

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

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

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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:

7A (anti-social = = =) = = = 8 (= = = = =), = = = = = = = = =

| • | 9 (suitable alternative a | the discretionary grounds, with the exception of ground ccommodation) |
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| Sect | tion 5 | |
| posse | ession in the county court | date on or after which you may commence a claim for t. The date must take into account the period of notice |
| | | • . |
| See t | he table below for the no | tice = = = = = = = = = = = = = . = = = = = |
| • | The table sets out the n between the ■ ■ ■ ■ | ninimum period which must be allowed to elapse |
| • | depend upon whether a | d is being relied upon, the required notice period will an anti-social behaviour ground(ground 14 or ground |
| • | If both anti-social behavi | iour grounds are being relied ■ ■ ■ , ■ ■ ■ ■ ■ ■ ■ ■ |
| • | • | ession of a property let on a periodic tenancy on , 9 or 16 (without ground 14) court • • • • • • • • • • • • • • • • • • • |
| | | |
| | Ground(s): | Minimum Notice Period |
| | 1, 2, 5,6 , 7 , 9 16 | 2 months If the tenancy is a periodic tenancy: the earliest date on which the tenancy (had it not been assured) could |

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| 3, 4, 7B, 8, 10, 11, 12, 13, 14ZA, 14A, 15, 16 ■ ■ ■ ■ 17 | 2 weeks |
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| 7A | If the tenancy is If the tenancy is |
| | • If the tenancy is a periodic tenancy: the earliest |
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Section 6

| You may begin possession proceedings based on the notice on or after the date yo | |
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| stated in 5 | |
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More information

| Further information | | | | - | •• | | | • | |
|---------------------|----------|--|------|-------|----|------|------|---|--|
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 $\underline{https://www.gov.uk/government/publications/understanding-the-possession-action-process-guidance-for-landlords-and-tenants}$

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 |
| • | Whichever grounds are set out •••••••••••••••••••••••••••••••••• |
| • | If possession proceedings are |
| • | If the grounds your landlord is relying upon are mandatory grounds, 8, 8, 8, 8, 8, 8, 8, |
| | |
| • | If the grounds your landlord is relying upon are ••••, ••••• |
| • | A landlord who relies |
| • | 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/web-chat-service/

- If you are
- 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.