

FARANI TAYLOR SOLICITORS

A firm that defies expectations

Responding to an Eviction Notice



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SOLICITORS



HOW WE CAN HELP YOU RESPOND TO AN EVICTION NOTICE?

WHAT IS A SECTION 21 NOTICE?

A section 21 notice is otherwise known as an 'eviction notice' or 'notice seeking possession'. If your Landlord has presented you with a Section 21 notice then they have decided to start the eviction process. This must be served in compliance with the Housing and Landlord Act 1985 in respect of an Assured Shorthold Tenancy Agreement. The notice period is two months if the rent is paid monthly or eight weeks if paid weekly. They can only issue a Section 21 notice once your tenancy has expired.

Under section 21, the Landlord does not need to give a reason why they are evicting you. They can also accelerate section 21 proceedings should you not leave by the date specified in the notice.

Once the order is made by the court, the tenant must leave the property on the date specified. Should you not leave, then there are further costs you may incur. Your Landlord would need to apply to the Court for a Notice of Eviction. Once granted, Court Bailiffs are appointed to remove you from the property at a specific time and date. Without the Notice of Eviction, the Landlord cannot physically remove you from the property and may be liable for damages.

A Notice to Quit is not the same as a Section 21 Notice, it is often served by a Local Authority, Housing Association, or an Individual Landlord or letting agent where there is no security of tenure within the tenancy. The notice period is 28 days or one month.

WHAT SHOULD YOU DO IF YOU GET ONE?

Contact us at Farani Taylor Solicitors.

We can help you to understand the Notice by the Landlord. Firstly you should not worry, it does not mean that you have to leave straight away. You are being given notice.

We can discuss your options should you decide not to comply with the notice, providing advice as to whether you should comply.

WHAT SHOULD YOU BE THINKING ABOUT?

Do you want to leave the property or would you stay if you could? Should we be discussing the options with your Landlord available for staying in the property? You may need an extension on the date based on finding somewhere else to stay.

Do you want to look for somewhere else to live prior to the deadline? If you do not leave prior to the deadline, your Landlord needs a Notice of Eviction. This would need to be done by a court bailiff.

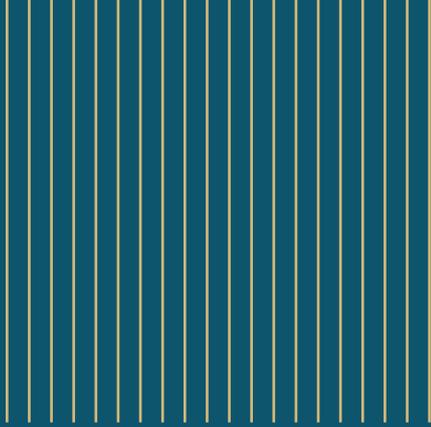
Do you want to challenge the possession claim? Think about the reason why? You can still seek our assistance and we can assess the order and whether there are any mistakes. We can outline whether a claim against the claim would be successful. Remember if unsuccessful you may need to pay your Landlord's legal fees too.

WHAT IS THE PROCESS?

If you decide that you want to stay and challenge the claim then the process is as follows:

1. Landlord will submit the court forms, fee and section 21 notice to the court. You are sent a copy of this together with your defence form.
2. If you do nothing then the court will grant possession order to the Landlord and bailiffs will take possession of the property.
3. If you instruct us, we will complete the defence form and submit to the court.
4. The court sends a notice of court date. At the hearing the judge listens to our defence, provided there is merit, on your behalf. They decide whether your defence is successful.
5. If successful then you may stay in the property and continue to pay rent. If unsuccessful, an order for possession is granted. If the court believes that the defence has some merits but that it needs to be properly decided, the court gives directions instead of making a decision at the first hearing.

Remember, if successful then you may still get another notice immediately afterwards.



“AT FARANI TAYLOR YOU
WON'T FIND A TYPICAL LAW
FIRM; WE BELIEVE IN OFFERING
THE EXTRAORDINARY WITH
PERSONAL SERVICES TAILORED
JUST FOR YOU.”
