

Section 21 Notice Seeking Possession (Form 6A) (England)

PROP.RES.89

This Section 21 Notice Seeking Possession (Form 6A) (England) is the form prescribed under Section 21 of the Housing Act 1988 (England) for a Landlord to serve on an Assured Shorthold Tenant. The Tenancy will come to an end on a date specified in the Notice, which may be the last day of the fixed term or a later date.

The up to date version of it can be found on our website by clicking on this link to the relevant page: <https://www.simply-docs.co.uk/section-21-notice-form-6a>.

Once you have opened the template on our website, you should save a copy to a location of your choice and print that copy.

Section 21 Notice (Form 6A) cannot be used to serve a Section 21 Notice (England). This is because the Property is not an Assured Shorthold Tenancy.

Housing Law permits an Assured Shorthold Tenant to remain in occupation of the Property after the end of the fixed term of the Tenancy if the Landlord has served a valid Section 21 Notice (Form 6A). The Tenant must vacate the Property by the end of the fixed term of the Tenancy.

Please note that the Section 21 Notice cannot be used to terminate any other type of Tenancy, such as a Fixed Term Tenancy, a Periodic Tenancy or a Tenancy at Will. It can only be used to terminate an Assured Shorthold Tenancy. It cannot be used to serve a Section 8 Notice Seeking Possession or a Notice to Quit in respect of any other type of Tenancies” folder.

Serving a Section 21 Notice (Form 6A) is the first step in the Accelerated Possession Procedure for repossession of property. It can only be used to serve a valid Section 21 Notice (Form 6A) on an Assured Shorthold Tenant. If the court is satisfied that the Tenant is in breach of the Tenancy, it will order the Tenant to vacate the Property by the end of the fixed term of the Tenancy. The Tenant must vacate the Property by the end of the fixed term of the Tenancy.

The termination date specified must be the last day of the fixed term of the Tenancy. The earliest termination date may fall at any time after the Notice is received by the Tenant. The earliest termination date may fall at any time after the Notice is received by the Tenant.

Landlords need to have complied with the requirements of the Housing Act 1988 before they can serve a valid Section 21 Notice (Form 6A). See our website for further information.

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