

### Form No. 3

Housing Act 1988 section 8 as amended

Housing Act 1996

#### Notice seeking possession of an Assured or Assured Agricultural Occupancy

#### Assured Tenancy or an Assured

- Please write clearly in black ink.
- Please tick boxes where a statement does not apply.
- This form should be used to seek possession of an assured tenancy, an assured agricultural occupancy or an assured shorthold tenancy sought on one of the grounds set out in the Housing Act 1988.
- Do not use this form if possession is sought on a ground prescribed by section 21 of the Housing Act 1988, or if the fixed term has come to an end or, if the tenancy is an assured shorthold tenancy, if the fixed term has started on or after 28th February 1997. For these cases a prescribed form for these cases is available.

any text marked with an asterisk (\*)

accommodation let under an assured tenancy or an assured shorthold tenancy is sought on one of the grounds set out in the Housing Act 1988.

"shorthold" ground under section 21 of the Housing Act 1988, or if the fixed term has come to an end or, if the tenancy is an assured shorthold tenancy, if the fixed term has started on or after 28th February 1997. For these cases a prescribed form for these cases is available.

1. To: << >>

Name(s) of tenant(s)/licensee(s)\*

2. Your landlord/licensor\* intends to seek possession of:

<< >>

<< >>

<< >>

Address of premises

for an order requiring you to give

3. Your landlord/licensor\* intends to seek possession of the premises on ground(s) 2 to the Housing Act 1988,

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Give the full text (as set out in the Housing Act 1988) of each ground which is being relied on. Continue on a separate sheet if necessary.

on ground(s) << >> in Schedule 2 to the Housing Act 1996, which read(s):

provided by the Housing Act 1996) of each ground which is being relied on. Continue on a separate sheet if necessary.

4. Give a full explanation of why you are relying on the ground(s) stated above:

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<< >>

<< >>

Continue on a separate sheet if necessary.

relied on:

S

Notes on the grounds for possession

- If the court is satisfied that (but see below in respect of
- Before the court will grant a it is reasonable to require you out in section 3, you will be you should have to leave, e
- The court will not make an the fixed term of the tenancy fixed term on grounds 2, 8 for it to be brought to an end
- Where the court makes an must pay your reasonable

established, it must make an order

ds 9 to 17, it must be satisfied that that, if one of these grounds is set court that it is not reasonable that e ground applies.

s to 7, 9 or 16, to take effect during will only make an order during the ms of the tenancy make provision ds.

ely on grounds 6 or 9, the landlord

5. The court proceedings will

>>

Give the earliest date on which court p

t

- Where the landlord is see court proceedings cannot served on you (even when specified) and not before could have been brought to notice.
- Where the landlord is seek court proceedings cannot served (unless one of 1, 2, cannot begin earlier than two
- Where the landlord is se grounds), court proceedings
- Where the landlord is seek begin unless the landlord copy of this notice on the p
- After the date shown in se later than 12 months from notice will lapse and a new

of grounds 1, 2, 5 to 7, 9 or 16, months from the date this notice is , 8, 10 to 13, 14A , 15 or 17 is tenancy (had it not been assured) quit served at the same time as this

ds 3, 4, 8, 10 to 13, 14A, 15 or 17, eeks from the date the notice is s also specified in which case they this notice is served).

round 14 (with or without other e date this notice is served.

nd 14A, court proceedings cannot n all reasonable steps to serve, a roperty.

gs may be begun at once but not otice is served. After this time the efore possession can be sought.

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6. Name and address of landlord

*To be signed and dated by the landlord. If there are joint landlords each landlord must sign unless one signs on behalf of the rest with their agreement.*

Signed: << >>

Please specify whether: Landlord

Name(s) (Block Capitals)

<< >>

<< >>

Address

<< >>

<< >>

Telephone: Daytime << >>

What to do if this notice is served on you

- This notice is the first step in the process of repossession of your home. You should read it very carefully.
- Your landlord cannot make you leave without an order for possession issued by a court. By issuing this notice, your landlord is informing you that he intends to seek such an order. If you do not wish to leave, you should tell the person who served the notice as soon as possible and say when you are prepared to leave.
- Whichever grounds are set out in section 3, if you are served with the other grounds to be added to the notice, so you can discuss the added grounds with your landlord at the court hearing set out in section 3.
- If you need advice about what to do, you should go immediately to a citizens' advice centre or a solicitor.

agent (someone acting for him). If you do not wish to leave, you should sign unless one signs on behalf of the rest with their agreement.

Date: << >>

Landlords ☐ Landlord's Agent ☐

Evening << >>

possession of your home. You

without an order for possession. Your landlord is informing you that he intends to seek such an order. If you do not wish to leave, you should tell the person who served the notice as soon as possible and say when you are prepared to leave.

form, the court may allow any of the grounds to be added to the notice. If this is done, you will be told about it at the court hearing as well as the grounds set out in section 3.

you should do about it, take it to a citizens' advice centre, a law centre or a solicitor.