

Form 3A: Legal wording for possession grounds

Mandatory grounds

Ground 1 – Occupation by landlord or family

Explanation

This ground can be used if the landlord or a close family member needs to move into the property. The date that the tenant is asked to leave cannot be within the first 12 months of a new tenancy.

Legal wording

Ground 1

The current tenancy began at least 1 year before the relevant date and the landlord who is seeking possession requires the dwelling-house as the only or principal home of any of the following—

- (a) the landlord;
- (b) the landlord's spouse or civil partner or a person with whom the landlord lives as if they were married or in a civil partnership;
- (c) the landlord's—
 - (i) parent;
 - (ii) grandparent;
 - (iii) sibling;
 - (iv) child;
 - (v) grandchild;
- (d) a child or grandchild of a person mentioned in paragraph (b).

A relationship of the half-blood is to be treated as a relationship of the whole blood.

In the case of joint landlords seeking possession, references to “the landlord” in this ground are to be read as references to at least one of those joint landlords.

When calculating whether the current tenancy began at least 1 year before the relevant date, both—

- (a) the day when the current tenancy began, and
- (b) the relevant date,

must be included in the calculation.

Ground 1A – Sale of dwelling house

Explanation

This ground can be used if the landlord intends to sell the property. The date that the tenant is asked to leave cannot be within the first 12 months of a new tenancy.

Legal wording

Ground 1A

The following conditions are met —

- (a) the landlord who is seeking possession intends to sell a freehold or leasehold interest in the dwelling-house or to grant a lease of the dwelling-house for a term certain of more than 21 years which is not terminable before the end of that term by notice given by or to the landlord;
- (b) 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 or section 4 of the Rent (Agriculture) Act 1976;
- (c) either —
 - (i) the current tenancy began at least 1 year before the relevant date, or
 - (ii) at the relevant date, notice of a compulsory acquisition in relation to the dwelling-house has been given, the landlord intends to sell their interest in the dwelling-house to the acquiring authority and the acquiring authority intends to acquire it;
- (d) the landlord seeking possession is not —
 - (i) a non-profit registered provider of social housing,
 - (ii) a body registered as a social landlord in the register maintained under section 1 of the Housing Act 1996,
 - (iii) a body registered as a social landlord in the register kept under section 20(1) of the Housing (Scotland) Act 2010,
 - (iv) a housing trust, within the meaning of the Housing Associations Act 1985, which is a charity, or
 - (v) where the dwelling-house is social housing within the meaning of Part 2 of the Housing and Regeneration Act 2008, a profit-making registered provider of social housing.

In paragraph (c)(ii), “sell” includes transfer.

When calculating whether the current tenancy began at least 1 year before the relevant date, both —

- (a) the day when the current tenancy began, and
 - (b) the relevant date,
- must be included in the calculation.

Ground 2 – Sale by mortgagee

Explanation

This ground can be used if a lender, such as a bank, needs to sell the property because mortgage payments have been missed. The tenant will have to leave on the date mentioned in the court order.

Legal wording

Ground 2

The dwelling-house is subject to a mortgage and—

- (a) the mortgagee is entitled to exercise a power of sale conferred on him by the mortgage or by section 101 of the Law of Property Act 1925; and
- (b) the mortgagee requires possession of the dwelling-house for the purpose of disposing of it with vacant possession in exercise of that power;

and for the purposes of this ground “mortgage” includes a charge and “mortgagee” shall be construed accordingly.

Ground 2ZA – Possession when superior lease ends

Explanation

This ground can be used if the landlord has the property under a superior lease or tenancy, rather than owning it outright.

If that superior lease or tenancy is ending within 12 months, the landlord can apply to the court for possession using this ground.

This ground can only be used if the landlord is one of the following:

- a private registered provider of social housing
- an agricultural landlord
- a provider of supported accommodation
- a company that is at least half owned by a local council

Legal wording

Ground 2ZA

The landlord who is seeking possession—

- (a) holds the interest in the dwelling-house under a superior tenancy where—
 - (i) the superior landlord has given a valid notice to terminate that tenancy as a result of which the superior tenancy will end within the period of 12 months beginning with the relevant date, or

- (ii) the superior tenancy is a fixed term tenancy of a term certain which will expire (if the tenancy does not come to an end earlier) within the period of 12 months beginning with the relevant date, and
- (b) is, or, in the case of joint landlords seeking possession, at least one of them is—
- (i) a private registered provider of social housing,
 - (ii) a tenant of the superior landlord under a tenancy of an agricultural holding within the meaning of the Agricultural Holdings Act 1986 which is a tenancy to which that Act applies, or a farm business tenancy within the meaning of the Agricultural Tenancies Act 1995,
 - (iii) a person who held the dwelling-house for the purpose of making it available for occupation as supported accommodation, or
 - (iv) a company of which a local authority owns at least 50% of the issued share capital.

Ground 2ZB – Possession when superior lease ends

Explanation

This ground can be used if the landlord has the property under a superior lease or tenancy, rather than owning it outright.

If that lease or tenancy has already ended or will not be renewed, the landlord can apply to the court for possession using this ground.

This ground can only be used if the superior lease or tenancy was originally granted for a fixed term of more than 21 years.

Legal wording

Ground 2ZB

The landlord who is seeking possession holds the interest in the dwelling-house under a superior tenancy which is a fixed term tenancy of a term certain of more than 21 years and—

- (a) the fixed term will expire (if the tenancy does not come to an end earlier) within the period of 12 months beginning with the relevant date, or
- (b) if the superior tenancy has continued following the expiry of the fixed term, any party to the superior tenancy has served a valid notice to terminate that tenancy as a result of which the superior tenancy will end within the period of 12 months beginning with the relevant date.

Ground 2ZC – Possession by superior landlord

Explanation

This ground can be used if the landlord has the property under a superior lease or tenancy, rather than owning it outright.

If that lease or tenancy ends, the superior landlord may become the new landlord.

In that situation, the superior landlord can apply to the court for possession using this ground.

This ground can only be used if the previous landlord was one of the following:

- a private registered provider of social housing
- an agricultural landlord
- a provider of supported accommodation
- a company that is at least half owned by a local council

Legal wording

Ground 2ZC

The landlord who is seeking possession became the landlord by virtue of section 18 no more than 6 months before the date on which the possession proceedings were commenced, and the previous landlord under the assured tenancy was, or, in the case of previous joint landlords, at least one of them was—

- (a) a private registered provider of social housing,
- (b) a tenant of the superior landlord under a tenancy of an agricultural holding within the meaning of the Agricultural Holdings Act 1986 which is a tenancy to which that Act applies, or a farm business tenancy within the meaning of the Agricultural Tenancies Act 1995,
- (c) a person who held the dwelling-house for the purpose of making it available for occupation as supported accommodation, or
- (d) a company of which a local authority owns at least 50% of the issued share capital.

Ground 2ZD – Possession by superior landlord

Explanation

This ground can be used if the landlord has the property under a superior lease or tenancy, rather than owning it outright.

This ground can only be used if the superior lease or tenancy was originally granted for a fixed term of more than 21 years and has now ended.

The person or organisation who held that superior lease (the superior landlord) may become the new landlord.

In that situation, the superior landlord can apply to the court for possession using this ground.

This ground can only be used if:

- the superior lease has already expired
- the new landlord applies within 6 months of the lease ending
- the tenant was given the correct notice, including the date the lease ended

Legal wording

Ground 2ZD

The landlord who is seeking possession became the landlord by virtue of section 18, no more than 6 months before the date on which the possession proceedings were commenced, as a result of a superior tenancy which was a fixed term tenancy of a term certain of more than 21 years coming to an end—

- (a) on the expiry of the fixed term,
- (b) within the period of 12 months ending with the date on which the fixed term would have expired if the tenancy had not come to an end, or
- (c) after the expiry of the fixed term, as a result of a valid notice to terminate the tenancy.

Ground 4 – Student accommodation

Explanation

This ground can be used if the landlord is a university or college and the property is student accommodation.

The property must have been let to students within 12 months before the start of the current tenancy.

Legal wording

Ground 4

At some time within the period of twelve months ending with the beginning of the tenancy, the dwelling-house was let on a tenancy falling within paragraph 8 of Schedule 1 to this Act and—

- (c) if the tenancy arose by succession as mentioned in section 39(5), notice was given to the previous tenant under Case 14 of Schedule 15 to the Rent Act 1977, and
- (d) the tenancy is not an assured agricultural occupancy in respect of which the agricultural worker condition is fulfilled by virtue of paragraph 3 of Schedule 3.

Ground 4A – Student accommodation for occupation by students

Explanation

This ground can be used if the property is a house in multiple occupation (HMO). A property is considered a HMO when it is occupied by at least three people who form more than one household and they share facilities such as a toilet, bathroom, or kitchen.

This ground may be relied upon during the period between 1 June and 30 September each year when an HMO is occupied by full-time students and the property is required for a new group of students for the next academic year.

This ground cannot be used if the tenancy was entered into more than six months before the date the tenants could move in. Prior notice must also have been given for this ground to be used.

Legal wording

Ground 4A

The following conditions are met—

- (a) the dwelling-house is in an HMO or is an HMO,
- (b) the tenant meets the student test when the tenancy is entered into,
- (c) the landlord or, in the case of joint landlords, at least one of them, gives the tenant, before the tenancy is entered into, a written statement of the landlord's wish to be able to recover possession on the basis that—
 - (i) the tenant meets the student test when the tenancy is entered into, and
 - (ii) the landlord intends, on the next occasion on which the dwelling-house is let, to let it to a tenant who meets the student test when that new tenancy is entered into,
- (d) the period—
 - (i) beginning with the day on which the tenancy was entered into, and
 - (ii) ending with the day on which the tenant was entitled to possession of the dwelling-house, is six months or less,
- (e) the relevant date falls within the period beginning with 1 June and ending with 30 September in any year, and
- (f) the landlord seeking possession intends, on the next occasion on which the dwelling-house is let, to let it to a tenant who meets the student test when that new tenancy is entered into.

For the purposes of the conditions in paragraphs (b), (c) and (f), a tenant meets the student test when a tenancy is entered into if—

- (a) the tenant is a full-time student at that time, or

- (b) at that time, the landlord reasonably believes that the tenant would become a full-time student during the tenancy.

But, in a case where two or more persons are or would be the tenant, the tenant does not meet the student test unless all of those persons meet that test.

In this ground, “full-time student” means a person receiving education provided by means of a full-time course—

- (a) of any description mentioned in Schedule 6 to the Education Reform Act 1988 provided by an institution in England or Wales;
- (b) of any description mentioned in section 38(2) of the Further and Higher Education (Scotland) Act 1992 provided by an institution in Scotland;
- (c) of any description mentioned in Schedule 1 to the Further Education (Northern Ireland) Order 1997 (S.I. 1997/1772 (N.I. 15)) provided by an institution in Northern Ireland.

In a case where, because of paragraph 8(7) of Schedule 1 to the 1988 Act, a tenancy becomes an assured tenancy, the condition in paragraph (c) of the first paragraph of this ground is met if the written statement referred to there is given within the period of 28 days beginning with the date on which the tenancy becomes an assured tenancy.

Ground 5 – Ministers of religion

Explanation

This ground can be used if the property is normally used to house a minister of religion and is needed again for that purpose.

Legal wording

Ground 5

The dwelling-house is held for the purpose of being available for occupation by a minister of religion as a residence from which to perform the duties of his office and—

- (b) the court is satisfied that the dwelling-house is required for occupation by a minister of religion as such a residence,
- (c) if the tenancy arose by succession as mentioned in section 39(5), notice was given to the previous tenant under Case 15 of Schedule 15 to the Rent Act 1977, and
- (d) the tenancy is not an assured agricultural occupancy in respect of which the agricultural worker condition is fulfilled by virtue of paragraph 3 of Schedule 3.

Ground 5A – Occupation by agricultural worker

Explanation

This ground can be used if the landlord needs the property to house someone who will work for them as an agricultural worker, either as an employee, contractor or self-employed person.

The person may be employed directly by the landlord or employed or contracted by someone else. If that is the case, they must work wholly or mainly for the landlord.

The landlord must intend for the work to last for at least six months.

Legal wording

Ground 5A

The landlord seeking possession requires the dwelling-house for the purpose of housing a qualifying agricultural worker.

For the purposes of this ground a person is a “qualifying agricultural worker” in case A or B.

Case A is where—

- (a) the person will be employed in agriculture as a seasonal or permanent employee under a contract of employment, and
- (b) the employer under that contract is—
 - (a) the landlord, or
 - (b) in the case of joint landlords seeking possession, at least one of those landlords.

Case B is where—

- (a) the person will be—
 - (i) employed in agriculture under a contract of employment, but the employer under that contract is not the landlord or, in the case of joint landlords, any of those landlords, or
 - (ii) working in agriculture under a contract that is not a contract of employment, whether the contract is express or implied and (if express) whether oral or in writing,
- (b) the person will be employed or working in agriculture under that contract wholly or mainly for—
 - (i) the landlord, or
 - (ii) in the case of joint landlords seeking possession, at least one of the landlords, and
- (c) the relevant landlord intends that employment or work to continue for at least six months after the relevant date;
and here “relevant landlord” means the landlord, or whichever of the joint landlords, the person will be wholly or mainly working for.

In this ground—

“agriculture” has the same meaning as in the Rent (Agriculture) Act 1976 (see section 1 of that Act);

“contract of employment” has the meaning given by section 230(2) of the Employment Rights Act 1996.

Ground 5C – End of employment by landlord

Explanation

This ground can be used if the tenant was employed by the landlord and the property was rented out in connection with that employment.

It can be used if the tenant is no longer employed by the landlord, or if the tenancy was not intended to last for the full duration of the employment and the property is needed for a new employee.

It can also be used if the tenant is a police constable and the property was let for a purpose connected with their role, and that purpose has ended.

Legal wording

Ground 5C

The dwelling-house was let to the tenant in consequence of the tenant’s employment—

- (a) by the landlord seeking possession,
- (b) in the case of joint landlords seeking possession, by at least one of them,
- (c) by a previous landlord under the tenancy, or
- (d) pursuant to an agreement between any of those landlords and the employer,

and either—

- (a) the tenant has ceased to be in that employment, or
- (b) the tenancy was granted for the purpose of providing the tenant with accommodation during the early period of their employment, that purpose has been fulfilled and the landlord seeking possession intends to let the dwelling-house to another current or future employee of the employer.

In this ground, “the employer” means the tenant’s employer at the time the tenant entered the tenancy.

For the purposes of this ground, at a time when the landlord is or was the Secretary of State, employment by a health service body, as defined in section 60(7) of the National Health Service and Community Care Act 1990, or by a Local Health Board, shall be regarded as employment by the Secretary of State.

This ground also applies to the letting of a dwelling-house to a tenant in consequence of the tenant's service in the office of constable, but with the following modifications.

"Employment" means service in the office of constable.

In the first paragraph of this ground, in paragraph (d), "the employer" means any of the following persons—

- (a) the chief officer of a police force;
- (b) a policing body;
- (c) in relation to a constable's service under the direction and control of a person who is not a constable (the "senior person")—
 - (i) the senior person, or
 - (ii) a person or body with the function of maintaining or securing the maintenance of the body of which the senior person is a member.

The first paragraph of this ground has effect as if the following were substituted for the second paragraph (b)—

- "(b) the tenancy was granted for a particular purpose relating to the tenant's service as a constable and—
 - (i) that purpose has been fulfilled, or
 - (ii) the tenancy is no longer required for that purpose."

In those modifications—

- (a) "service in the office of a constable" includes a constable's service under the direction and control of a person who is not a constable;
- (b) "chief officer of a police force" means—
 - (i) a chief officer of police (which has the same meaning as in the Police Act 1996 — see section 101(1) of that Act),
 - (ii) the chief constable of the Ministry of Defence Police,
 - (iii) the chief constable of the British Transport Police,
 - (iv) the chief constable of the Civil Nuclear Constabulary,
 - (v) the chief constable of the Police Service of Scotland, or
 - (vi) the chief constable of the Police Service of Northern Ireland;
- (c) "policing body" means—
 - (i) a local policing body (which has the same meaning as in the Police Act 1996 — see section 101(1) of that Act),
 - (ii) the Secretary of State in relation to the Ministry of Defence Police,
 - (iii) the British Transport Police Authority,
 - (iv) the Civil Nuclear Police Authority,
 - (v) the Scottish Police Authority, or
 - (vi) the Northern Ireland Policing Board.

Ground 5E – Occupation as supported accommodation

This ground can be used if the property is normally used as supported accommodation and is required for that purpose again.

It cannot be used if the current tenant needs the property as supported accommodation.

Legal wording

Ground 5E

The landlord seeking possession requires possession of the dwelling-house to let it as supported accommodation where—

- (a) the landlord holds the dwelling-house for the purpose of making it available for occupation as supported accommodation, and
- (b) the tenant did not enter the assured tenancy for the purpose of receiving care, support or supervision.

Ground 5F – Dwelling-house occupied as supported accommodation

Explanation

This ground can be used if the tenant is living in the property as supported accommodation.

For example, it can be used if the support has ended or funding for the support has stopped. It can also be used if the supported accommodation is no longer suitable because the tenant's needs have changed.

Legal wording

Ground 5F

The dwelling-house was supported accommodation when the tenancy was granted and any of the following applies—

- (a) the tenancy was granted for the purpose of providing the tenant with support services for a limited time in order to enable the tenant to be able to live in other accommodation in the future and the period for which those support services were to be provided has ended;
- (b) a person other than the landlord provides or provided support services to the tenant, but—
 - (i) the support services have come to an end or the person is not fulfilling their obligations under the arrangements for the provision of those services, and
 - (ii) where the dwelling-house is not managed accommodation, the landlord has used reasonable endeavours to find another person to provide support services to the tenant but has not been able to do so;

- (c) where the accommodation or support services were funded wholly or partly by someone other than the landlord or the tenant—
 - (i) that funding is no longer being provided,
 - (ii) where the dwelling-house is not managed accommodation, the landlord used reasonable endeavours to identify alternative funding before the relevant date but was not able to do so, and
 - (iii) it would not be reasonable for the landlord to continue to provide accommodation or for the person who provided support services to continue that provision in the circumstances;
- (d) the financial viability of the landlord or of supported accommodation or support services the landlord provides to others would, in the landlord's reasonable opinion, be threatened if the landlord were to continue to provide or fund a supported accommodation project of which the tenant's dwelling-house forms part and the landlord used reasonable endeavours to identify alternative funding for the project before the relevant date but was not able to do so;
- (e) the tenant does not need the level of support services that are provided;
- (f) the tenant does not need any support services;
- (g) the support services that are provided do not meet the tenant's needs;
- (h) the dwelling-house has physical features intended to enable persons with needs for particular support services to live more independently than they could do so without those features and those physical features are not needed by the tenant;
- (i) the dwelling-house is physically unsuitable for a person with the tenant's needs for support services to live in.

In paragraph (d), "supported accommodation project" means—

- (a) supported accommodation consisting of two or more dwelling-houses in the same building as, or otherwise nearby, each other,
- (b) supported accommodation consisting of two or more dwelling-houses occupied by tenants who receive support services of a similar kind, or
- (c) support services of a similar kind provided to tenants of two or more dwelling-houses that are supported accommodation.

In this ground, references to the "landlord" are to the landlord who is seeking possession.

Ground 5G – Tenancy granted for homelessness

Explanation

This ground can be used if the property was provided as temporary accommodation because the local council had a duty under homelessness legislation.

If the council informs the landlord that the property is no longer needed for this purpose, the landlord can apply to the court for possession using this ground.

The landlord must give notice within 12 months of being told by the council that the property is no longer required for the purpose it was granted for.

Legal wording

Ground 5G

The tenant's occupation of the dwelling-house was (at any time during the period of occupation) in pursuance of a local housing authority's duty to the tenant under section 193 of the Housing Act 1996 and—

- (a) the local housing authority has notified the landlord that the tenancy is not required for the purposes of that duty, and
- (b) the relevant date is no more than 12 months after the date on which the local housing authority notified the landlord as mentioned in paragraph (a).

In this ground "local housing authority" means a district council, a county council in England for an area for which there is no district council, a London borough council, the Common Council of the City of London or the Council of the Isles of Scilly.

Ground 6 – Redevelopment

Explanation

This ground can be used if the landlord needs to redevelop or demolish the property, and the tenant cannot remain in the property while the work is carried out.

The specific requirements vary depending on the type of landlord, for example, if the landlord is a social landlord or a unit holder of commonhold land.

Legal wording

Ground 6

These conditions are met—

- (a) the general redevelopment conditions (in every case);
- (b) the landlord's acquisition condition, but only in a case where section 7(5ZA) applies in relation to the tenancy;
- (c) the additional RSL condition, but only in a case where the landlord seeking possession is—
 - (i) a relevant social landlord, and
 - (ii) the person who intends to carry out the work mentioned in this ground.

The "general redevelopment conditions" are met if—

- (a) the landlord seeking possession is mentioned in the first column in a row of the table in this ground;
- (b) the tenancy is mentioned in the second column of that row;
- (c) a person mentioned in the third column of that row intends to—
 - (i) demolish or reconstruct the whole or a substantial part of the dwelling-house, or
 - (ii) carry out substantial works on the dwelling-house or any part of it, or any building of which it forms part;
- (d) the intended work cannot reasonably be carried out without the tenant giving up possession of the dwelling-house because—
 - (i) the tenant is not willing to agree to such a variation of the terms of the tenancy as would give such access and other facilities as would permit the intended work to be carried out,
 - (ii) the nature of the intended work is such that no such variation is practicable,
 - (iii) the tenant is not willing to accept an assured tenancy of such part only of the dwelling-house (in this sub-paragraph referred to as “the reduced part”) as would leave in the possession of the landlord so much of the dwelling-house as would be reasonable to enable the intended work to be carried out and, where appropriate, as would give such access and other facilities over the reduced part as would permit the intended work to be carried out, or
 - (iv) the nature of the intended work is such that such a tenancy is not practicable;
- (e) either—
 - (i) the assured tenancy began at least 6 months before the relevant date, or
 - (ii) notice of a compulsory acquisition was given in respect of the dwelling-house where—
 - (A) the acquiring authority was the person who became the landlord who is seeking possession, and
 - (B) the dwelling-house was transferred to that landlord within the period of 12 months ending with the relevant date;
- (f) 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 1 of Schedule 4 to this Act or, as the case may be, section 4 of the Rent (Agriculture) Act 1976, as amended by Part 2 of that Schedule.

The “landlord’s acquisition condition” is met if—

- (a) the landlord seeking possession acquired their interest in the dwelling-house before the grant of the tenancy, or

- (b) 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) nor any other person who, alone or jointly with others, has acquired that interest since that time acquired it for money or money's worth.

The "additional RSL condition" is met in case A, case B or case C.

Case A: a case where alternative accommodation that meets the following conditions is available for the tenant or will be available for the tenant when the order for possession takes effect—

- (a) it is let as a separate dwelling with adequate security of tenure;
- (b) it is affordable;
- (c) it is in an appropriate location;
- (d) it is not overcrowded.

Case B: a case where alternative accommodation that meets the following conditions is available for the tenant or will be available for the tenant when the order for possession takes effect—

- (a) it is being provided temporarily until other alternative accommodation becomes available which will meet the conditions in case A;
- (b) it is affordable;
- (c) it is in an appropriate location;
- (d) it is not overcrowded.

Case C: a case where—

- (a) the tenancy of the dwelling-house was not granted pursuant to a nomination as mentioned in section 159(2)(c) of the Housing Act 1996,
- (b) when the tenancy was granted, the landlord intended to—
 - (i) demolish or reconstruct the whole or a substantial part of the dwelling-house, or
 - (ii) carry out substantial works on the dwelling-house or any part of it, or any building of which it forms part, within a specific period, and
- (c) the relevant social landlord gave the tenant, before the tenancy was entered into, a written statement of the landlord's wish to be able to recover possession on the basis of that intention to carry out that work within that period (and that period must be included in the statement).

For the purpose of the additional RSL condition, accommodation—

- (a) is let "with adequate security of tenure" if it is let—
 - (i) on an assured tenancy, or
 - (ii) on terms which will, in the opinion of the court, afford to the tenant security of tenure reasonably equivalent to the security afforded by an assured tenancy;
- (b) is "affordable" if it is—
 - (i) no more expensive than the dwelling-house of which possession is being sought, or
 - (ii) reasonably suitable to the means of the tenant;

- (c) is “in an appropriate location” if it is—
- (i) reasonably close to the dwelling-house of which possession is being sought, or
 - (ii) reasonably suitable to the needs of the tenant and the tenant’s family as regards proximity to place of work;
- (d) is “overcrowded” if the result of the occupation of the accommodation by the tenant and the tenant’s family would be that it would be an overcrowded dwelling for the purposes of Part 10 of the Housing Act 1985.

Table

<i>Landlord seeking possession</i>	<i>Tenancy</i>	<i>Landlord intending to redevelop</i>
a relevant social landlord	any tenancy	(a) the landlord who is seeking possession (b) a superior landlord
the unit-holder of a commonhold unit in relation to which a commonhold association exercises functions	a tenancy of a dwelling-house which is contained in or comprises the commonhold unit	(a) the landlord who is seeking possession (b) the commonhold association
any landlord other than a relevant social landlord or a unit-holder of a commonhold unit in relation to which a commonhold association exercises functions	any tenancy	the landlord who is seeking possession

In this ground—

“commonhold association”, “commonhold unit” and “unit-holder” have the meanings given by Part 1 of the Commonhold and Leasehold Reform Act 2002 (see sections 11 to 13 and 34 of that Act);

“relevant social landlord” means—

- (a) a non-profit registered provider of social housing,
- (b) a body registered as a social landlord in the register maintained under section 1 of the Housing Act 1996,

- (c) a body registered as a social landlord in the register kept under section 20(1) of the Housing (Scotland) Act 2010,
- (d) a housing trust, within the meaning of the Housing Associations Act 1985, which is a charity, or
- (e) where the dwelling-house is social housing within the meaning of Part 2 of the Housing and Regeneration Act 2008, a profit-making registered provider of social housing.

Ground 6B – Compliance with enforcement action

Explanation

This ground can be used if the landlord has been subject to some enforcement action by a local authority and needs possession of the property to comply. For example, if the council has ordered the landlord to fix a serious problem in the property or there are more people living in the property than allowed.

Under this ground, the court may require the landlord to pay compensation to the tenant.

Legal wording

Ground 6B

Any of the following applies—

- (a) letting the dwelling-house causes the landlord to breach a banning order under section 16 of the Housing and Planning Act 2016, or would do so if the landlord were to continue to let the dwelling-house;
- (b) an improvement notice under section 11 or 12 of the Housing Act 2004—
 - (i) specifies the dwelling-house or premises in which the dwelling-house is contained as requiring remedial action, and
 - (ii) specifies overcrowding as the deficiency giving rise to the hazard in respect of which that remedial action is to be taken;
- (c) a prohibition order under section 20 or 21 of the Housing Act 2004 prohibits use of—
 - (i) the dwelling-house,
 - (ii) the common parts, or
 - (iii) any part of the dwelling-house or of the common parts, either for all purposes or for any purpose that is incompatible with continued occupation by the tenant;
- (d) the dwelling-house is or is in an HMO which is required to be licensed under section 61 of the Housing Act 2004, and—

- (i) the landlord applied for a licence under section 63 of the Housing Act 2004 and the local housing authority refused to grant a licence, or
- (ii) the landlord held a licence but the licence has been revoked;
- (e) the dwelling-house is or is in a house which is required to be licensed under section 85 of the Housing Act 2004, and—
 - (i) the landlord applied for a licence under section 87 of the Housing Act 2004 and the local housing authority refused to grant a licence, or
 - (ii) the landlord held a licence but the licence has been revoked;
- (f) the dwelling-house is or is in an HMO which is licensed under Part 2 of the Housing Act 2004 or a house which is licensed under Part 3 of that Act and that HMO or house is occupied by more than the maximum number of households or persons specified in the licence;
- (g) compliance with a planning enforcement notice or injunction would be, or is, incompatible with continued occupation of the dwelling-house by the tenant.

In this ground—

“common parts” has the same meaning as in Ground 13;

“house” has the same meaning as in Part 3 of the Housing Act 2004 (see section 99 of that Act);

references to the “landlord” are to the landlord who is seeking possession or, in the case of joint landlords seeking possession, to at least one of them;

“planning enforcement notice or injunction” means—

- (a) an enforcement notice issued under section 172 or 182 of the TCPA 1990 that has taken effect,
- (b) a breach of condition notice served under section 187A of the TCPA 1990,
- (c) an injunction granted under section 187B of the TCPA 1990,
- (d) a listed building enforcement notice issued under section 38, 45 or 46 of the P(LBCA)A 1990 that has taken effect, or
- (e) an injunction granted under section 44A of the P(LBCA)A 1990;

“P(LBCA)A 1990” means the Planning (Listed Building and Conservation Areas) Act 1990;

“TCPA 1990” means the Town and Country Planning Act 1990;

“the local housing authority” has the meaning given in section 261 of the Housing Act 2004.

Ground 7 – Death of tenant

Explanation

A tenancy can sometimes be transferred to another person when the original tenant dies. This process is called succession. It usually happens when a person who lived

with the tenant before they died, such as a spouse or a partner, takes over the tenancy.

If someone takes over the tenancy in this way, this ground for possession normally cannot be used.

There are exceptions which include tenancies that:

- have already been inherited once before
- have special succession rules, for example, some social housing tenancies

This ground can be used if, for example, a person inherits a tenancy but was not living in the property immediately before the tenant's death.

There is usually a time limit for starting the process. In most cases, action cannot be taken if 12 months have passed since the tenant's death. However, the court may allow a later date depending on when the landlord became aware of the death.

Legal wording

Ground 7

The tenancy has devolved on a person (the "new tenant") under the will or intestacy of the former tenant and the proceedings for the recovery of possession are begun not later than twelve months after the death of the former tenant or, if the court so directs, after the date on which, in the opinion of the court, the landlord or, in the case of joint landlords, any one of them became aware of the former tenant's death.

But, if the new tenant is occupying the dwelling-house as the new tenant's only or principal home immediately before the death of the former tenant, an order for possession on this Ground may not be made unless—

- (a) the tenancy has previously devolved on the former tenant under a will or intestacy (whenever that devolution occurred), or
- (b) the tenancy is a special tenancy immediately before the death of the former tenant.

In this Ground "special tenancy" means—

- (a) a tenancy of social housing (within the meaning given by Part 2 of the Housing and Regeneration Act 2008) where the landlord is a private registered provider of social housing;
- (b) a tenancy entered into pursuant to a rent-to-buy agreement (which has the same meaning as in Ground 1B) where the landlord is a private registered provider of social housing;
- (c) a tenancy of supported accommodation, within the meaning given by paragraph 12 of Schedule 2;
- (d) a tenancy where the former tenant's occupation of the dwelling-house is in pursuance of a local housing authority's duty to the tenant under section 193 of the Housing Act 1996 (and here "local housing authority" has the same meaning as in Ground 5G);

- (e) a tenancy which meets the conditions in paragraphs (a), (b), (d) and (e) in the first paragraph of Ground 5H.

For the purposes of this ground, the acceptance by the landlord of rent from a new tenant after the death of the former tenant shall not be regarded as creating a new tenancy, unless the landlord agrees in writing to a change (as compared with the tenancy before the death) in the amount of the rent, the period or length of term of the tenancy, the premises which are let or any other term of the tenancy.

Ground 7A – Severe antisocial or criminal behaviour

Explanation

This ground can be used if the tenant, or someone living with them or visiting them, has been convicted of criminal behaviour or has breached an order intended to prevent antisocial behaviour.

It can also be used if the council or police have obtained a closure order that prevents access to the property for more than 48 hours.

No notice period is required under this ground, so the landlord can apply to the court for possession immediately. However, the court cannot make a possession order until 14 days have passed.

Legal wording

Ground 7A

Any of the following conditions is met.

Condition 1 is that—

- (a) the tenant, or a person residing in or visiting the dwelling-house, has been convicted of a serious offence, and
- (b) the serious offence—
 - (i) was committed (wholly or partly) in, or in the locality of, the dwelling-house,
 - (ii) was committed elsewhere against a person with a right (of whatever description) to reside in, or occupy housing accommodation in the locality of, the dwelling-house, or
 - (iii) was committed elsewhere against the landlord of the dwelling-house, or a person employed (whether or not by the landlord) in connection with the exercise of the landlord's housing management functions, and directly or indirectly related to or affected those functions.

Condition 2 is that a court has found in relevant proceedings that the tenant, or a person residing in or visiting the dwelling-house, has breached a provision of an injunction under section 1 of the Anti-social Behaviour, Crime

and Policing Act 2014, other than a provision requiring a person to participate in a particular activity, and—

- (a) the breach occurred in, or in the locality of, the dwelling-house, or
- (b) the breach occurred elsewhere and the provision breached was a provision intended to prevent—
 - (i) conduct that is capable of causing nuisance or annoyance to a person with a right (of whatever description) to reside in, or occupy housing accommodation in the locality of, the dwelling-house, or
 - (ii) conduct that is capable of causing nuisance or annoyance to the landlord of the dwelling-house, or a person employed (whether or not by the landlord) in connection with the exercise of the landlord's housing management functions, and that is directly or indirectly related to or affects those functions.

Condition 3 is that the tenant, or a person residing in or visiting the dwelling-house, has been convicted of an offence under section 30 of the Anti-social Behaviour, Crime and Policing Act 2014 or section 339 of the Sentencing Code consisting of a breach of a provision of a criminal behaviour order prohibiting a person from doing anything described in the order, and the offence involved—

- (a) a breach that occurred in, or in the locality of, the dwelling-house, or
- (b) a breach that occurred elsewhere of a provision intended to prevent—
 - (i) behaviour that causes or is likely to cause harassment, alarm or distress to a person with a right (of whatever description) to reside in, or occupy housing accommodation in the locality of, the dwelling-house, or
 - (ii) behaviour that causes or is likely to cause harassment, alarm or distress to the landlord of the dwelling-house, or a person employed (whether or not by the landlord) in connection with the exercise of the landlord's housing management functions, and that is directly or indirectly related to or affects those functions.

Condition 4 is that—

- (a) the dwelling-house is or has been subject to a closure order under section 80 of the Anti-social Behaviour, Crime and Policing Act 2014, and
- (b) access to the dwelling-house has been prohibited (under the closure order or under a closure notice issued under section 76 of that Act) for a continuous period of more than 48 hours.

Condition 5 is that—

- (a) the tenant, or a person residing in or visiting the dwelling-house, has been convicted of an offence under—
 - (i) section 80(4) of the Environmental Protection Act 1990 (breach of abatement notice in relation to statutory nuisance), or

(ii) section 82(8) of that Act (breach of court order to abate statutory nuisance etc.), and

(b) the nuisance concerned was noise emitted from the dwelling-house which was a statutory nuisance for the purposes of Part 3 of that Act by virtue of section 79(1)(g) of that Act (noise emitted from premises so as to be prejudicial to health or a nuisance).

Condition 1, 2, 3, 4 or 5 is not met if—

(a) there is an appeal against the conviction, finding or order concerned which has not been finally determined, abandoned or withdrawn, or

(b) the final determination of the appeal results in the conviction, finding or order being overturned.

In this ground—

“relevant proceedings” means—

(a) proceedings for an offence under Section 11 of the Anti-Social Behaviour, Crime and Policing Act 2014,

(b) Proceedings under Schedule 2 to that act, or

(c) Proceedings for contempt of court;

“serious offence” means an offence which—

(a) was committed on or after the day on which this ground comes into force,

(b) is specified, or falls within a description specified, in Schedule 2A to the Housing Act 1985 at the time the offence was committed and at the time the court is considering the matter, and

(c) is not an offence that is triable only summarily by virtue of section 22 of the Magistrates' Courts Act 1980 (either-way offences where value involved is small).

Ground 7B – No right to rent

Explanation

This ground can be used if a tenant or another occupier does not have the legal right to rent under immigration law, and the Secretary of State gives notice to the landlord.

For more information, refer to the refer to [the Right to Rent guidance](#).

Legal wording

Ground 7B

Both of the following conditions are met in relation to a dwelling-house in England.

Condition 1 is that the Secretary of State has given a notice in writing to the landlord or, in the case of joint landlords, one or more of them which identifies—

- (a) the tenant or, in the case of joint tenants, one or more of them, or
- (b) one or more other persons aged 18 or over who are occupying the dwelling-house,

as a person or persons disqualified as a result of their immigration status from occupying the dwelling-house under the tenancy.

Condition 2 is that the person or persons named in the notice—

- (a) fall within paragraph (a) or (b) of condition 1, and
- (b) are disqualified as a result of their immigration status from occupying the dwelling-house under the tenancy.

For the purposes of this ground a person (“P”) is disqualified as a result of their immigration status from occupying the dwelling-house under the tenancy if—

- (a) P is not a relevant national, and
- (b) P does not have a right to rent in relation to the dwelling-house.

P does not have a right to rent in relation to the dwelling-house if—

- (a) P requires leave to enter or remain in the United Kingdom but does not have it, or
- (b) P’s leave to enter or remain in the United Kingdom is subject to a condition preventing P from occupying the dwelling-house.

But P is to be treated as having a right to rent in relation to a dwelling-house if the Secretary of State has granted P permission for the purposes of this ground to occupy a dwelling-house under an assured tenancy.

In this ground “relevant national” means—

- (a) a British citizen,
- (aa) an Irish citizen, or
- (ab) a person who is not an Irish citizen and who has leave to enter or remain in the United Kingdom which was granted by virtue of residence scheme immigration rules within the meaning given by section 17 of the European Union (Withdrawal Agreement) Act 2020.

Ground 8 – Rent arrears

Explanation

This ground can be used if the tenant owes at least three months’ rent if they pay rent monthly, or at least 13 weeks’ rent if the rent is paid weekly or fortnightly.

The arrears must be at or above these amounts both when the notice is served and at the date of the court hearing.

If the arrears are reduced below these amounts before the hearing, possession cannot be granted under this ground.

Any rent arrears caused by delays in receiving Universal Credit or other benefits are ignored when calculating the level of arrears for this ground.

Legal wording

Ground 8

Both at the date of the service of the notice under section 8 of this Act relating to the proceedings for possession and at the date of the hearing—

- (a) if rent is payable weekly or fortnightly, at least thirteen weeks' rent is unpaid;
- (b) if rent is payable monthly, at least three months' rent is unpaid;

and for the purpose of this ground "rent" means rent lawfully due from the tenant.

When calculating how much rent is unpaid for the purpose of this ground, if the tenant is entitled to receive an amount for housing as part of an award of universal credit under Part 1 of the Welfare Reform Act 2012, any amount that was unpaid only because the tenant had not yet received the payment of that award is to be ignored.

Discretionary grounds

Ground 9 – Suitable alternative accommodation

Explanation

This ground can be used if the tenant has been offered other accommodation that is suitable for their needs.

Possession can only be granted if the court considers it reasonable in the circumstances.

Legal wording

Ground 9

Suitable alternative accommodation is available for the tenant or will be available for him when the order for possession takes effect.

Ground 10 – Any rent arrears

Explanation

This ground can be used if the tenant owes any amount of rent.

Possession can only be granted if the court considers it reasonable in the circumstances.

Legal wording

Ground 10

Some rent lawfully due from the tenant—

- (a) is unpaid on the date on which the proceedings for possession are begun; and
- (b) except where subsection (1)(b) of section 8 of this Act applies, was in arrears at the date of the service of the notice under that section relating to those proceedings.

Ground 11 – Persistent arrears

Explanation

This ground can be used if the tenant has repeatedly delayed paying rent.

Possession can only be granted if the court considers it reasonable in the circumstances.

Legal wording

Ground 11

Whether or not any rent is in arrears on the date on which proceedings for possession are begun, the tenant has persistently delayed paying rent which has become lawfully due.

Ground 12 – Breach of tenancy

Explanation

This ground can be used if the tenant has broken one or more terms of the tenancy agreement that are not related to paying rent.

Possession can only be granted if the court considers it reasonable in the circumstances.

Legal wording

Ground 12

Any obligation of the tenancy (other than one related to the payment of rent) has been broken or not performed.

Ground 13 – Deterioration of property

Explanation

This ground can be used if the tenant or someone else living in the property has allowed the condition of the property to get worse.

Possession can only be granted if the court considers it reasonable in the circumstances.

Legal wording

Ground 13

The condition of the dwelling-house or any of the common parts has deteriorated owing to acts of waste by, or the neglect or default of, the tenant or any other person residing in the dwelling-house and, in the case of an act of waste by, or the neglect or default of, a person lodging with the tenant or a sub-tenant of his, the tenant has not taken such steps as he ought reasonably to have taken for the removal of the lodger or sub-tenant.

For the purposes of this ground, “common parts” means any part of a building comprising the dwelling-house and any other premises which the tenant is entitled under the terms of the tenancy to use in common with the occupiers of other dwelling-houses in which the landlord has an estate or interest.

Ground 14 – Antisocial behaviour

Explanation

This ground can be used if the tenant, or anyone living in or visiting the property, commits antisocial behaviour.

The behaviour does not have to occur in the property – it can happen nearby.

It can also be used if the tenant or someone living in or visiting the property has committed a serious offence near the property or has used the property for immoral or illegal purposes.

Possession can only be granted if the court considers it reasonable in the circumstances.

Legal wording

Ground 14

The tenant or a person residing in or visiting the dwelling-house—

(a) has been guilty of conduct causing or likely to cause a nuisance or annoyance to a person residing, visiting or otherwise engaging in a lawful activity in the locality,

(aa) has been guilty of conduct causing or likely to cause a nuisance or annoyance to the landlord of the dwelling-house, or a person employed (whether or not by the landlord) in connection with the exercise of the landlord's housing management functions, and that is directly or indirectly related to or affects those functions, or

(b) has been convicted of—

(i) using the dwelling-house or allowing it to be used for immoral or illegal purposes, or

(ii) an indictable offence committed in, or in the locality of, the dwelling-house.

Ground 14ZA – Rioting

Explanation

This ground can be used if the tenant, or another adult living in the property, has been convicted of a serious offence during a riot.

Possession can only be granted if the court considers it reasonable in the circumstances.

Legal wording

Ground 14ZA

The tenant or an adult residing in the dwelling-house has been convicted of an indictable offence which took place during, and at the scene of, a riot in the United Kingdom.

In this Ground—

“adult” means a person aged 18 or over;

“indictable offence” does not include an offence that is triable only summarily by virtue of section 22 of the Magistrates' Courts Act 1980 (either way offences where value involved is small);

“riot” is to be construed in accordance with section 1 of the Public Order Act 1986.

This Ground applies only in relation to dwelling-houses in England.

Ground 15 – Deterioration of furniture

Explanation

This ground can be used if the tenant or another person living at the property has allowed the condition of the furniture to get worse.

Possession can only be granted if the court considers it reasonable in the circumstances.

Legal wording

Ground 15

The condition of any furniture provided for use under the tenancy has, in the opinion of the court, deteriorated owing to ill-treatment by the tenant or any other person residing in the dwelling-house and, in the case of ill-treatment by a person lodging with the tenant or by a sub-tenant of his, the tenant has not

taken such steps as he ought reasonably to have taken for the removal of the lodger or sub-tenant.

Ground 17 – False statement

Explanation

This ground can be used if the tenant, or someone acting because the tenant prompted them to, has given false information to get the property.

Possession can only be granted if the court considers it reasonable in the circumstances.

Legal wording

Ground 17

The tenant is the person, or one of the persons, to whom the tenancy was granted and the landlord was induced to grant the tenancy by a false statement made knowingly or recklessly by—

- (a) the tenant, or
- (b) a person acting at the tenant's instigation.

Ground 18 – Supported accommodation

Explanation

This ground can be used if the tenant is in supported accommodation and has unreasonably refused to engage with the support provided.

Possession can only be granted if the court considers it reasonable in the circumstances.

Legal wording

Ground 18

The tenancy is of supported accommodation and the tenant has unreasonably refused to co-operate with the person providing support services with regard to those services.