

# Form 3A: Completing the notice seeking possession – guidance for private landlords

This guidance is advisory. It covers your rights and responsibilities when you decide to begin the process of taking back your property. This is also called seeking possession.

The process for seeking possession is started by you giving your tenant or tenants a notice of possession. This is called serving a notice. The notice is called Form 3A: Notice seeking possession of a property let on an assured tenancy or an assured agricultural occupancy in the private rented sector.

It applies to properties in England which are rented privately and are:

- let under an assured tenancy; or
- let under an assured agricultural occupancy

You may want to direct your tenant to the Form 3A guidance for tenants, which can be accessed via the [assured tenancy forms webpage](#).

## What Form 3A is for

Use Form 3A to notify your tenant that you want them to leave your property and that you intend to take back your property through the courts if they do not leave.

If you have been notified that your tenant is in a breathing space, do not use this form to seek possession on the grounds of rent arrears, unless a court has given you permission. You can find more information about [Form 3A and breathing space below](#).

Do not use this form if the property is let as social housing – Form 3 should be used. This can be found on the [assured tenancy forms webpage](#).

## Using Form 3A correctly

You must complete the form fully and accurately before giving it to your tenant or tenants.

It is important that you can evidence that you served the notice of possession correctly.

If your written tenancy agreement includes an agreement on how to serve the notice, follow that method. Otherwise, you can serve the notice using one of the following methods:

- give it to the tenant in person – this is the most reliable method
- deliver it to the property yourself – if the tenant is not available, you can post the notice through the letterbox
- send it using registered post to the property

Only serve the notice of possession by email if the written tenancy agreement is clear that email is an agreed method of service.

You should keep the original form for your records and give a copy to each tenant named in the tenancy agreement.

You should also keep a record of how and when the notice was served. For example, by hand or registered post. You can either:

- fill in the [certification of service form \(N215\)](#)
- write 'served by [your name] on [the date]' on the notice

If your tenant does not leave before the specified date in the notice of possession, you will be able to rely on your completed N215 (to show when you served the notice) along with the notice itself when [applying for possession](#).

## Grounds for possession

There are a number of legal grounds you can use to ask the court to end a tenancy. You must give your tenant at least the minimum amount of notice for the ground you are using.

If you are using more than one ground, you must wait until the longest notice period has ended before you can apply to the court for possession.

The only exception is antisocial behaviour cases (grounds 7A and 14). If you are using either of these grounds, you can apply to the court on the same day you serve the notice of possession, even if you are also using other grounds that normally require a longer notice period.

You can find more information about the grounds in the [grounds for possession guidance](#).

### **Mandatory grounds (grounds 1 to 8)**

Using a mandatory ground means the court must give you a possession order to take back your property if you can prove the ground.

If the court decides that the mandatory ground is proven, it will issue an outright possession order. This means your tenant must leave the property by the date in the order. In cases of exceptional hardship, the court can delay this date by up to 6

weeks from the date of the order. Exceptional hardship could include situations where the tenant or their family need a short amount of extra time due to circumstances such as serious illness or disability.

### **Discretionary grounds (grounds 9 to 18)**

Using a discretionary ground means the court can give you a possession order, but only if:

- you can prove the ground, **and**
- the court thinks it is reasonable to grant the order

If the court grants possession, it may issue either:

- an outright possession order which tells the tenant to leave and the date by which to do so
- a suspended possession order, which allows the tenant to stay if they follow certain conditions

### **Including legal wording in question 4.2**

Question 4.2 in Form 3A asks you to include the full legal wording for each ground you are using. This wording, along with a short explanation of each ground, is provided in Form 3A: legal wording for possession grounds, which can be accessed on the [assured tenancy forms webpage](#).

If you do not include the legal wording, or if it is incomplete or inaccurate, your notice may be invalid. This means the court could dismiss your possession claim, and you may have to start the process again, causing delays and extra costs.

To help tenants understand the notice, in addition to the legal wording, landlords are encouraged to include a simple explanation of each ground in their response to Question 4.2. Suggested explanations are provided above the legal wording in the guidance document, Form 3A: legal wording for possession grounds.

### **Notice periods and earliest court date**

Before you can apply to the court to begin possession proceedings, you must give your tenant at least the minimum notice period required by law.

The notice period begins on the day the notice is served on the tenant or tenants. Your tenant does not have to leave during the notice period.

If the tenant does not leave by the end of the notice period, you will need to apply to the court for a possession order.

Question 2.1 in Form 3A asks you to provide the earliest date on which you can apply to court. This date must be the day after the notice period or periods for the grounds that you are using have expired.

If you are relying on more than one ground, you must wait until the longest notice period has expired before applying to the court.

If you are seeking possession on the grounds of antisocial behaviour (grounds 7A or 14), you can apply to the court immediately after serving the notice, even if you are also using other grounds.

The notice periods for each ground are outlined below.

### **Four-month notice period**

Grounds 1, 1A, 1B, 2, 2ZA, 2ZB, 2ZC, 2ZD, 4A, 6, 6A, 6B

- notice period: four months beginning with the date you served the notice

### **Two-month notice period**

Grounds 5, 5A, 5B, 5C, 5D, 5H, 7, 9

- notice period: two months beginning with the date you served the notice

### **Four weeks' notice period**

Grounds 5E, 5F, 5G, 8, 10, 11, 18

- notice period: four weeks beginning with the date you served the notice

### **Two weeks' notice period**

Grounds 4, 7B, 12, 13, 14ZA, 14A, 15, 17

- notice period: two weeks beginning with the date you served the notice

### **No notice period**

Grounds 7A, 14

- you can apply to the court immediately after serving the notice

### **Example**

If you served a notice of possession using Ground 8 (four weeks' notice) and Ground 7 (two months' notice) on the 1 June 2026 you must wait until the 1 August 2026 to apply to the court for a possession order.

### **After the notice period ends**

Once the notice period has ended, you can begin court proceedings to take back possession of your property.

You must do this before the notice of possession expires. Normally, a notice of possession is valid for 12 months from the date it was served.

However, if your notice is based on rent arrears and the tenant is in a breathing space the validity of this notice may be extended by another 8 weeks after the breathing space ends. This applies if the notice period expires during the breathing space, or there are less than 8 weeks left in the notice period when the breathing space ends. More information on breathing space is provided below.

## Breathing space rules

This information relates to the Debt Respite Scheme (Breathing Space Moratorium and Mental Health Crisis Moratorium) (England and Wales) Regulations 2020.

The Breathing Space Scheme provides people in problem debt with a temporary pause on creditor enforcement action to give them space to speak to a debt adviser about how to address their debts.

This includes protection from eviction on the grounds of rent arrears, for the duration of the tenant's breathing space.

There are two types of breathing space:

- a standard breathing space which lasts up to 60 days
- a mental health crisis breathing space which lasts for the duration of the person's mental health crisis treatment, plus 30 days

If your tenant owes you rent (rent arrears) which are included in a breathing space, you will receive a formal notification from the Insolvency Service.

### **What you must do if you are notified**

Once you receive a breathing space notification, **you, or any agent acting on your behalf, must not:**

- contact your tenant directly about the rent they owe
- carry out any enforcement or recovery action to recover the debt
- charge the tenant any additional fees, penalties, or interest on the debt owed during the breathing space
- serve a notice of possession that relies on rent arrears grounds (grounds 8,10 or 11)
- start a new possession claim if you have already served a notice seeking possession based on rent arrears

- take possession of the property, even if the tenant has left, if any element of your notice of possession was based on rent arrears grounds

If you would like more information or to discuss the rent owed by the tenant, you must contact the debt advice provider dealing with your tenant's breathing space, who should be named in the notification.

Breathing space is not a payment holiday and your tenant should continue to pay ongoing liabilities, including ongoing rent payments, as they fall due.

### **What happens after a breathing space ends**

You will be notified again when the breathing space ends and you can begin or continue any enforcement action, including legal proceedings, on the rent owed.

If you served a valid notice of possession before the breathing space started, the notice may remain valid for longer than 12 months.

Your notice will continue to be valid for another 8 weeks starting with the date that the breathing space ends if either:

- the notice is more than 12 months old when the breathing space ends
- you have less than 8 weeks left to start possession proceedings when the breathing space ends

### **Can a breathing space be challenged?**

A breathing space can be challenged.

You can:

- ask the debt adviser to review the breathing space or specific debts within 20 days of the breathing space starting, if you consider that the breathing space unfairly prejudices your interests, or you believe the tenant (or a specific debt included in the breathing space), is not eligible for the scheme
- apply to the county court to cancel the breathing space if you remain dissatisfied after requesting a review. This must be done within 50 days of the breathing space starting
- apply to a court or tribunal for permission at any time to take enforcement action in relation to a breathing space debt

More information can be found in the [Debt Respite Scheme \(breathing space\) guidance](#).

### **Where to get advice**

If you need advice on completing Form 3A or the possession process, you can [seek independent legal advice](#).

Further guidance on the reforms introduced by the Renters' Rights Act 2025 can be found in the [guidance for landlords and letting agents on renting out your property](#).