

# PRIVATE RENTERS: KNOW YOUR RIGHTS

## My landlord wants me to move out

Applies to: England  
May 2026

Since 1<sup>st</sup> May 2026, your landlord or letting agent can no longer ask you to leave without a formal **Section 8 notice** and they must have a valid reason to end your tenancy.

**Section 21** evictions, which didn't require a reason, have now been **scrapped** in England. There are also no longer fixed terms, so if you don't want to leave, and your landlord hasn't served a notice, your tenancy will continue.

The legally approved reasons for a **Section 8** notice include:

- the landlord wants to sell the property or move in themselves or a close family member
- you have rent arrears
- you have engaged in antisocial behaviour

There are two types of ground:

**Mandatory** – if your landlord can prove the ground, the court will issue a possession order to start the process of evicting you as soon as the notice period has ended.

**Discretionary** – it will be up to the court to decide whether the ground used for eviction is reasonable, and a possession order should be granted.

More information about the common eviction grounds is in the table below.

A Section 8 notice may be invalidated if your landlord has not protected your deposit correctly. Read more about this here:

<https://www.generationrent.org/rights/my-landlord-hasnt-protected-my-deposit/>

### Possession court hearings

If your landlord goes to court to evict you, there will be a 'possession hearing'. You'll know this because you'll be sent court papers, including:

- copies of 'claim for possession' forms
- a defence form
- a date for your court hearing

The defence form is your chance to explain any rent arrears, and if you disagree with what your landlord put on the 'claim for possession' forms. You may have a counterclaim against your landlord if they have failed to repair the property, protect your deposit or have harassed you. If so, the money they owe you could be offset against the money you owe them.

The judge will dismiss the case if there's no reason you should be evicted. This might happen if:

- your landlord has not followed the correct procedure
- your landlord or their representative does not attend the hearing
- you've paid off any rent arrears

If the judge dismisses the case, you can stay in your home. If the landlord wants to evict you, they'll have to restart the court process from the beginning.

The judge might postpone the case so long as you keep paying your rent and a certain sum towards the arrears each month. Depending on the type of order made, if you fail to keep to the conditions, you will either be evicted or your landlord will have to apply back to court.

### Enforcing an eviction

If the court grants a possession order, you will be given another period of time to move out before the landlord can apply to have bailiffs enforce the eviction. They must give you 2 weeks' notice of an eviction date.

### When an eviction is illegal

If a landlord does not have bailiffs appointed by the court to enforce an eviction, and they try to force you out or change the locks, this is a criminal offence.

Landlords sometimes attempt to force occupiers to leave by intimidation or cutting off utilities. This is harassment and is also a criminal offence.

Your council and the Police can support you and intervene to prevent harassment and illegal eviction. Read more at

<https://ch1889.org/safer-renting>

Information in this factsheet is correct at the time of publication. For more help, visit

[www.generationrent.org/find\\_expert\\_advice](http://www.generationrent.org/find_expert_advice)

You may be able to access free legal advice and representation in court if you are at risk of losing your home here:

<https://www.gov.uk/government/publications/housing-loss-prevention-advice-service-hlpas>

Reason for eviction	Ground	Notice Period	Extra conditions
Landlord wants to move themselves or a family member in, or sell the property	1, 1A	4 months	Mandatory. Your landlord cannot use these grounds for the first 12 months of your tenancy.
Mortgage lender wants to repossess the property, or the landlord is substantially redeveloping the property	2, 6	4 months	Mandatory
You're a full-time student living in a shared house with 2+ students. Your landlord can use this ground if the property is needed for a new group of students when new academic year starts	4A	4 months	Mandatory. Can only be used if landlord's intention to use ground is in the tenancy agreement, and the tenancy was agreed less than six months before the tenancy started.
If your landlord has been investigated for breaking the law	6B	4 months	Mandatory. The court can tell your landlord to pay you compensation
You have engaged in antisocial or criminal behaviour	7A, 14	Landlord can apply to court immediately	Mandatory if tenant has been convicted or has breached a relevant order; otherwise, discretionary
You do not have the right to rent under immigration law	7B	2 weeks	Mandatory
You are in rent arrears or persistently pay your rent late	8, 10, 11	4 weeks	Mandatory if 3+ months arrears by court date; otherwise discretionary. Protection for renters affected by delay of Universal Credit payment.
Breach of tenancy, deterioration of property/furniture, domestic abuse, rioting, or false statement to obtain the tenancy	12, 13, 14A, 14ZA, 15, 17	2 weeks	Discretionary