

Section 21 notices: restrictions

This factsheet looks at when your private landlord cannot use a section 21 notice to end your assured shorthold tenancy.

The easiest way for your landlord to end your assured shorthold tenancy is by giving you a section 21 notice and, once this has expired, asking the court for a possession order.

There are some rules about when your landlord's section 21 notice will not be valid. If it's not valid the court will not make an order to evict you.

Breaking the tenancy deposit rules

Your landlord must protect any tenancy deposit you pay. A section 21 notice given to you won't be valid if:

- your deposit hasn't been protected with a government-backed deposit protection scheme (DPS)
- your deposit was protected but later than 30 days after you paid it
- the landlord hasn't given you the required information about the DPS used.

The '30-day' rule does not apply if your original fixed-term tenancy has ended and/or your tenancy agreement has been renewed. As long as your deposit was protected any time before your original tenancy ended your landlord can use a section 21 notice.

If your landlord protected your deposit on time, they can give you a section 21 notice any time after they give you the required information about the DPS used.

Your landlord must return your deposit before they can give you a valid section 21 notice if they didn't protect your deposit correctly.

No licence where one is needed

Most landlords don't need a licence to rent out a property but some do. A landlord can't give you a section 21 notice if they should have a licence but don't have one, or haven't applied for one.

Your landlord may need a licence if:

- you live in a house in multiple occupation (HMO). Examples are houses with bedsits or bed and breakfasts
- your council requires private landlords to be licensed in some or all of its area.

Check with your council if your landlord should have a licence.

Revenge eviction if you ask for repairs

This rule only applies if your tenancy started or was renewed on or after 1 October 2015.

Revenge eviction is when a landlord tries to evict you after you ask for repairs or complain about conditions in your home. A section 21 notice won't be valid if *all* of the following apply:

- it was given to you after you wrote to your landlord about repair problems
- your landlord didn't deal with the issues
- you reported the problem to the council
- the council served your landlord with an improvement notice or a notice that they would do emergency works.

A section 21 notice also won't be valid if it's given to you within six months of the council serving your landlord with an improvement notice or a notice saying the council will do emergency repairs.

Information is not given

These rules only apply if your tenancy started or was renewed on or after 1 October 2015.

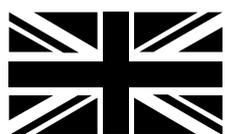
A section 21 notice won't be valid if your landlord hasn't given you a copy of:

- an energy performance certificate (EPC) showing how energy efficient your accommodation is
- a current gas safety record showing that gas safety checks have been carried out
- the government guide *How to rent: the checklist for renting in England*. If your landlord has given you a replacement tenancy, then they must also give you the latest version of this guide if it has been updated since your original tenancy started.

Further advice

You can get further advice from Shelter's free* housing advice helpline (0808 800 4444), a local Shelter advice service or local Citizens Advice office, or by visiting england.shelter.org.uk/housing_advice

*Calls are free from UK landlines and main mobile networks.



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