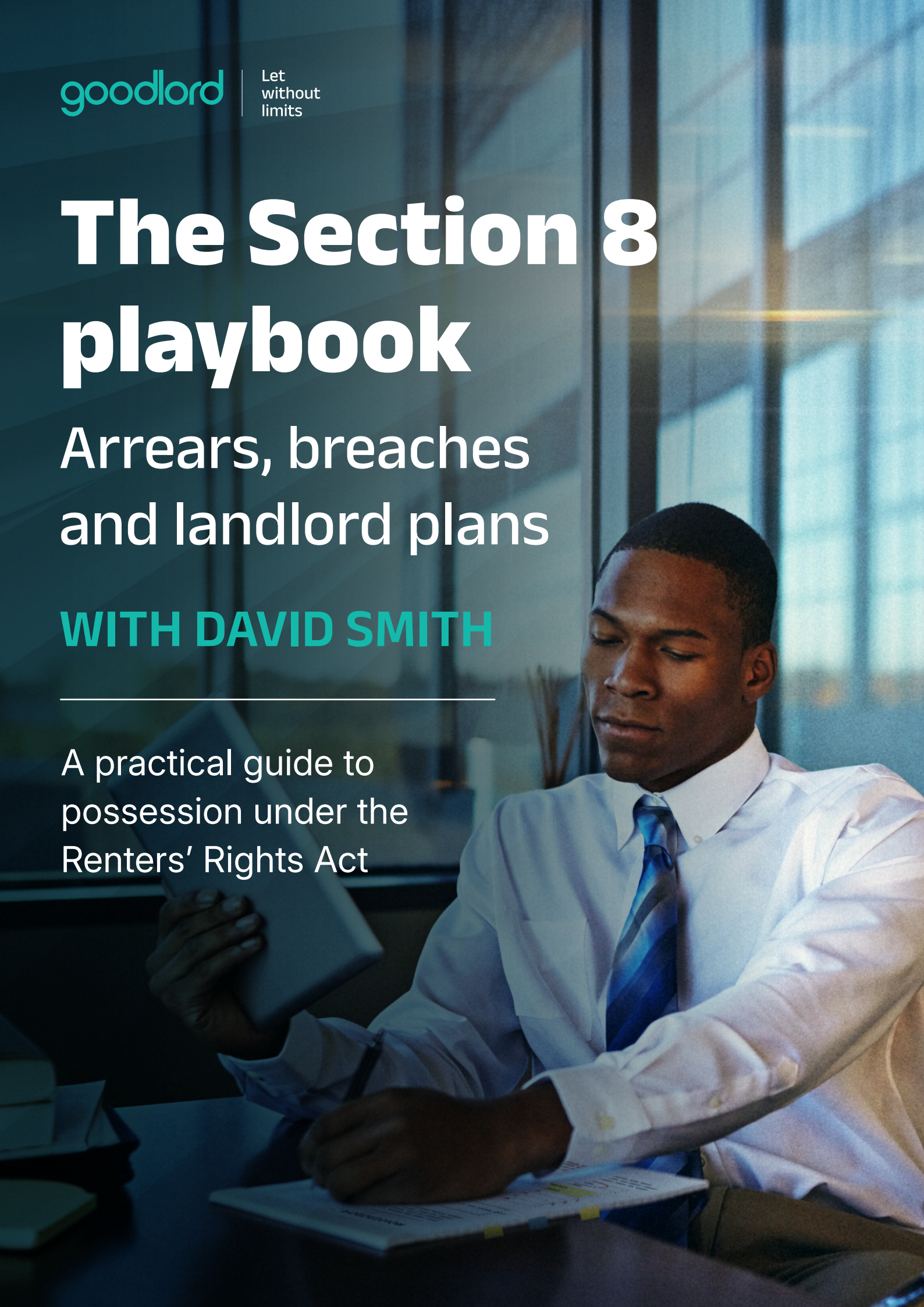
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The Section 8 playbook

Arrears, breaches and landlord plans

WITH DAVID SMITH

A practical guide to possession under the Renters' Rights Act



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Contents

Executive summary 04

The new possession landscape 06

The collected David Smith articles 10

Grounds 1 & 1A - Occupation by the landlord or family, and sale of dwelling house 10

Grounds 8, 10, and 11 - Rent arrears 15

Grounds 12, 13, and 15 - Tenancy breaches and property deterioration 20

What David's analysis tells us 26

The ideal Section 8 agent process 28

Conclusion: **Start with knowledge, finish with good processes** 31



David Smith

David Smith is a partner in Bishop & Sewell's Landlord & Tenant team, having joined the firm in June 2026.

David specialises in property litigation, property regulation, and data protection, with particular expertise in residential tenancies and agency work.



Executive summary

Section 8 has changed. So has the role of the letting agent

The Private Rented Sector (PRS) now sits firmly in a post-Renters' Rights Act framework.

Section 21 is long gone, and with it, "no fault" evictions. This means that agents and landlords now need to rely on Section 8 and its long list of evidenced grounds.

It's simply not enough for a landlord to want possession of their property. They now need to understand which ground applies, whether it is mandatory or discretionary, what evidence they need, and what processes follow the notice. Depending on the circumstances, that process can look radically different from ground to ground.

A landlord may need their property back to live in themselves. A tenant may have fallen into serious rent arrears. There may have been a breach of the tenancy agreement or damage to the property.

Each situation feeds a different ground, and each ground needs its own evidence.

To help agents get a grip on Section 8, we've brought together three of David Smith's Section 8 columns. Together, along with some of Goodlord's own commentary, these columns provide a practical insight into some of the main topics troubling agents and landlords.

In this playbook, you'll find:

1. What the key Section 8 grounds mean in practice
From rent arrears and tenancy breaches to property deterioration and a landlord's need to recover their property.

2. Why choosing the right ground matters
Understand the difference between mandatory and discretionary grounds, and why the circumstances surrounding a possession claim can be just as important as the ground itself.

3. The importance of timing and evidence
Explore the restrictions, notice periods and evidential considerations that can affect whether a possession claim succeeds.

4. What happens after a Section 8 notice is served
A notice is not necessarily the end of the process. Tenant responses, changing circumstances and the evidence available at the hearing can all affect the eventual outcome.

5. How agents can manage possession more effectively
Use David's analysis alongside a practical framework and checklist to help your team identify the right course of action, keep better records and prepare for what comes next.

In the new PRS, Section 8 presents agents with an opportunity and a challenge: to demonstrate their value, help landlords navigate increasingly complex situations, and ensure the right processes are triggered at the right time.

This playbook is designed to help them do exactly that.

Coming soon: Antisocial behaviour and redevelopment

The next eBook in this series will build on this analysis, exploring the wider implications of Section 8 and its significance for the future of the private rented sector.

It will take a closer look at the remaining grounds, including Grounds 6 (redevelopment), and Grounds 14 (antisocial behaviour).



01

The new possession landscape



Section 8 is now the starting point

The changes between the old Section 21 system and the new Section 8 can be summed simply:

Section 21 - “I want possession”

Section 8 - “I want possession because…”

That “because” is the real key here.

To succeed, a Section 8 notice must identify the proper ground or grounds the landlord should use and explain, in detail, why they apply. If the tenant does not leave and the landlord needs to take the case to court, the landlord will need evidence to establish the ground.

An inaccurate or incomplete notice can lead to delays at best and thousands of pounds in lost rental revenue at worst.

So, the process now depends on what has happened **before** the notice is served. Agents will need to be prepared to answer the following questions:

- What was agreed at the start of the tenancy?
- What has happened during the tenancy?
- What records exist?
- What has the landlord communicated to the tenant?
- What evidence supports the reason for possession?
- And, importantly, has the situation changed since the original problem arose?

Mandatory or discretionary?

One of the most important distinctions to understand is whether a ground is mandatory or discretionary.

Mandatory grounds

Where a mandatory ground is successfully established, the court must grant possession, subject to the relevant legal requirements being satisfied.

Grounds 1 and 1A, for example, provide mandatory routes where a landlord wants to move into or sell the property, while Ground 8 concerns serious rent arrears.

Discretionary grounds

Discretionary grounds work differently. Even if the landlord has shown the ground applies, the court must consider whether it is reasonable to grant a possession order. That distinction makes evidence and context particularly important.

Consider rent arrears. A tenant might meet the requirements for a rent arrears ground when a notice is served, but they could repay the arrears by the time the case reaches court.

For agents, this means that **serving the notice cannot be treated as the end of the process.**

The notice is only the beginning

It can be tempting to think about possession as a simple sequence:

Problem → Section 8 notice → tenant leaves.

In reality, there can be considerably more to it. Depending on the grounds and circumstances, the court may grant possession, make a suspended possession order, adjourn the case, or dismiss the claim.

And circumstances can continue to change during that period:

- Rent can be paid.
- A breach can be remedied.
- Antisocial behaviour can continue or stop altogether.
- A landlord’s plans can change.
- A redevelopment proposal can develop further.

The new role for letting agents

An agent's most important role in the Section 8 process is to understand the situation early and help the landlord make informed decisions before the process reaches that point.

That means:

- Identifying the issue early
- Understanding the reason for possession
- Checking whether a ground applies
- Building and maintaining evidence
- Communicating with the landlord and tenant
- Taking the appropriate action
- Monitoring what happens next

The more complex the possession becomes, the more valuable professional oversight is.

David Smith on Section 8

So, the rules around Section 8 and regaining possession are changing. The question you'll have to ask yourself is how comfortable you are with the new rules. Landlords will be particularly sensitive to this, and they'll value your demonstrated knowledge of the topic.

That's why we've brought together articles from leading property solicitor David Smith, each focusing on a different area of Section 8.

Across the series, David has focused on the areas most likely to come up in day-to-day property management, including rent arrears, antisocial behaviour, tenancy breaches, landlord occupation and sale, and redevelopment.

The following chapter brings these articles together in one place for the first time, giving you a practical reference point for understanding the new landscape and helping you make informed decisions when your landlord clientele seek out your advice.





The collected David Smith articles

Grounds 1 & 1A - Occupation by the landlord or family, and sale of dwelling house

David Smith examines the possession grounds available when a landlord wants to move into, or sell, their property.

In this column, I'll be taking a look at Grounds 1 and 1A. They're two of the most misunderstood grounds in the new regime.

Since the abolition of Section 21 "no-fault" notices, every possession claim starts with the same question: "What's your reason?"

This is because under the Renters' Rights Act (RRA), Section 8 notices are the only legal route to possession for landlords. Each notice must be supported by one of the 37 grounds set out in the new(ish) legislation.

There is one thing I'd like to make clear at the outset: **serving a Section 8 notice does not automatically end a tenancy**. It simply opens the gateway for the court to grant possession. Until either a possession order is made or the tenant voluntarily leaves, rent still needs to be paid and repairs carried out. This is one of the biggest misunderstandings I see in the Private Rented Sector, and one I'm pleased to dispel here.



Ground 1: Occupation by the landlord or family

"If you or a close family member need to move into the property, you can use this ground. You cannot ask your tenant to leave for this reason within the first 12 months of a new tenancy."

Grounds for possession: guidance for landlords and letting agents, Gov.uk

Most people think that Ground 1 is pretty straightforward: "the landlord wants their property back so they can live in it." While that is generally correct, it's not the whole picture.

With the RRA, Ground 1 dramatically widens who can occupy a property. It's no longer limited to the landlord and their spouse or civil partner. The Ground now extends to partners living together as though married, as well as the children, parents, grandparents, and grandchildren across the wider family network of landlords or the landlord's spouse or civil partner.

This has created a slew of interesting possibilities that didn't exist before. For instance, a landlord may now recover possession so that an adult child, a grandchild, or even a member of their spouse's family can move in. There is also no restriction on charging rent to those family members.

I suspect that many landlords haven't realised how broad this has become.

Limited company nuance

Something that I find people are in the dark about is that if you've incorporated your property portfolio, Ground 1 may not help you regain possession.

Companies don't have children, grandchildren, or need anywhere to live. By operating through a limited company, many landlords don't realise they're trading away their personal possession rights.

Since the RRA came into force, I've spoken to several landlords who assumed they could recover properties owned by their limited company because, ultimately, they owned it. Unfortunately, that's not how the legislation works. Companies are separate legal personalities from the people that own them. That provides benefits in terms of tax and liability, but it also has disadvantages, and this is one of them.

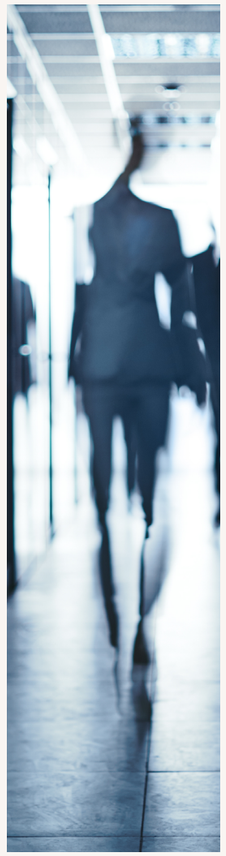
Policy choices



I think it's important to take a step back here and think about what Ground 1 means for government policy.

Whether intentionally or not, Ground 1 makes it much easier for older landlords to reclaim their property for younger family members (even if they're not blood-related). At a time when huge amounts of housing wealth are gradually being passed between generations, that's quite an interesting policy decision.

Ground 1A: Sale of dwelling house



"You can use this ground if you intend to sell your property. You cannot ask your tenant to leave within the first 12 months of a new tenancy for this reason. You cannot use this ground if your tenant has an assured tenancy created before May 1, 2026 that was not an assured shorthold tenancy. These non-shorthold tenancies are sometimes known as assured 'lifetime tenancies'. Most social landlords cannot use this ground."

Grounds for possession: guidance for landlords and letting agents, Gov.uk

On the face of it, Ground 1A is simpler. The landlord wants vacant possession because they intend to sell the property. Couldn't be clearer, right?

The difficulty with 1A lies in the web of rules about timing that surrounds it.

The protected period

From what I've seen, this is where much of the confusion begins.

Many people believe you can't serve a Ground 1A notice until the tenant has lived in the property for 12 months, but that's not quite right.

The notice period is four months, which means you can serve the notice after eight months provided that it expires no earlier than the end of month twelve. It's a small distinction, but a very important one when you're trying to sell a property.

There are also some unresolved questions regarding existing tenancies that converted under the new regime, as well as tenancy changes, such as tenancy swaps. At the time of writing, those questions don't have definitive answers and may ultimately require court interpretation.

The restricted period

Separate from the protected period is something entirely different: The restricted period.

In my experience, this is the rule that catches people out the most.

Once a landlord serves a 1A notice, restrictions begin. They continue throughout the notice period and then generally extend for a further 12 months after the notice expires (or, if court proceedings are issued, from the date proceedings begin).

During that time, the landlord can't simply change their mind and re-let the property.

That means:

- No new tenancies
- No holiday lets
- No Airbnb
- No marketing for any of these things either

This shows why landlords need to be cautious when using 1A. If you're recovering possession through it, you need to be serious about selling. If the sale falls through, the restriction doesn't simply disappear because your circumstances have changed. The clock will keep running.



One practical wrinkle

There is, however, one practical point that agents should keep in mind: the restrictions only arise if the statutory notice is actually served.

There's nothing to stop a landlord and tenant reaching a genuine voluntary surrender by agreement before any notice is issued. Provided everyone is honest about the situation, that can offer considerably more flexibility than relying on Ground 1A itself.

Of course, honesty is crucial. The legislation now imposes consequences on landlords who falsely claim they intend to rely on a ground for possession to persuade a tenant to leave when they cannot or do not intend to actually rely on that ground.



Final thought

The biggest lesson from Grounds 1 and 1A isn't really about these two grounds at all.

It's that the era of "just serve a Section 21" has gone.

Agents will increasingly be valued for understanding which ground applies, when it can be used and what evidence will be needed. That's no bad thing. Professional advice becomes more valuable when the law becomes more nuanced.

And if Grounds 1 and 1A have taught us anything, it's that the nuance is only just beginning.

Grounds 8, 10, and 11 - Rent arrears

David Smith looks at the three grounds dealing with rent arrears and explains why understanding the difference between mandatory and discretionary grounds matters.

If there is one set of Section 8 grounds that letting agents are bound to become even more familiar with over the next couple of years, it's Grounds 8, 10, and 11.

Those agents who have done their homework will recognise these grounds as the three concerned with rent arrears. While they all cover the same area, they don't all work in the same way.

Rent arrears are always a concern for landlords and letting agents, so I would say these three grounds are ones you must absolutely get right if you want to get your property back.



Mandatory and discretionary: What's the difference?

Before we get into the grounds themselves, I feel it's important to lay out the main differences between them. Ground 8 is mandatory, while Grounds 10 and 11 are discretionary.

The difference between these two structures is very simple.

If a **mandatory** ground is proven, the court must make a possession order. There's no wiggle room here; the judge doesn't get to decide whether they think the eviction is reasonable. If you've established the ground, then possession follows. That also means that a lot of effort in terms of defending claims goes into undermining the mandatory element and trying to find ways to get the arrears below the threshold at which ground 8 applies.

Discretionary grounds operate differently. Even if the landlord proves that the ground in question is made out, it's still the judge's final decision whether it's reasonable to grant possession.

So what does this distinction mean for the grounds we're thinking about today?

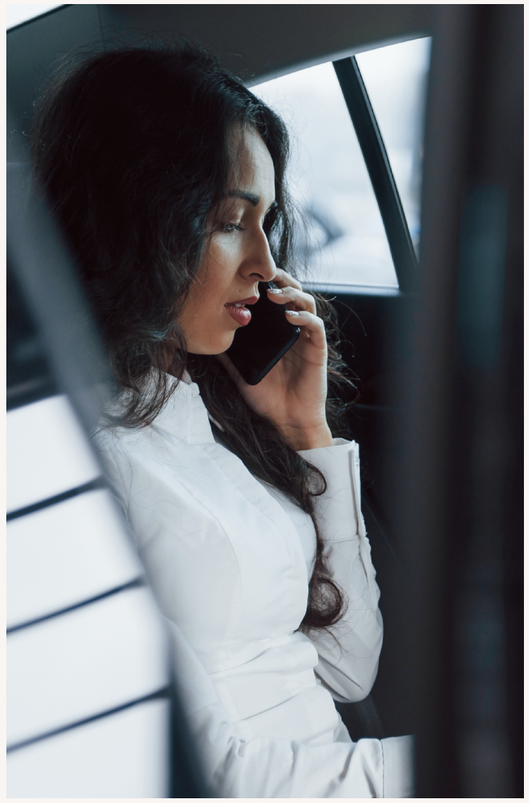
If a tenant reaches the Ground 8 threshold and that threshold is still satisfied at the hearing, the landlord has the strongest possible position: the court must grant possession.

With Grounds 10 and 11, the court must answer another question: is possession reasonable in the circumstances?

And that's why these grounds tend to be used together.

Ground 8 gives you the mandatory route. Grounds 10 and 11 provide a discretionary alternative if something changes along the way.

In short, Ground 8 is the one you really want. Grounds 10 and 11 are the backups. That does not mean that Grounds 10 and 11 cannot be used without Ground 8. They can be, and they are.



Ground 8 - Rent arrears

"You can use this ground to evict your tenant if they owe you at least 3 months' rent, if they pay rent monthly or at least 13 weeks' rent, if the rent is paid weekly or fortnightly.

"Your tenant will need to owe you 3 months or 13 weeks' rent on the day you give them the notice and at the date of the hearing."

Grounds for possession: guidance for landlords and letting agents, Gov.uk

Ground 8 is relatively simple and straightforward.

If a tenant has reached the relevant level of arrears (3 months' rent if they pay monthly, or 13 weeks' rent if they pay weekly), the ground is justified, and the court must grant possession.

What some agents may not have considered is that you don't necessarily have to wait 3 full months before a Ground 8 notice becomes available. Time matters less than the actual level of arrears and the missed payments.

This means that if the rent is due monthly on the 1st, the relevant arrears can be reached as soon as that payment is missed three times. A tenant paying only half their rent for six months could also reach the same level of arrears.

Grounds 10 - Any rent arrears + 11 - Persistent arrears

"If your tenant owes you rent, you can try and evict them before they owe you 3 months' rent. However, you will only get a possession order to evict them if the court believes it is reasonable."

Ground 10, Grounds for possession: guidance for landlords and letting agents, Gov.uk

"You can try to evict your tenant if they have repeatedly delayed paying rent."

Ground 11, Grounds for possession: guidance for landlords and letting agents, Gov.uk

You may be asking the question: "Why should I bother with Grounds 10 and 11 if Ground 8 is mandatory?"

Well, when you bring forward a Ground 8 notice, the tenant can always pay up.

While that may sound obvious, it presents a real practical problem.

Say that your tenant has reached the level of arrears needed for Ground 8. You issue court proceedings. Then, the day before the

hearing, the tenant makes a payment that takes the arrears below the Ground 8 threshold.

Suddenly, your mandatory ground doesn't look so mandatory, and your landlord is stuck with a tenant they'd really rather see the back of.

This is where Grounds 10 and 11 come in. They're a safety net that says: "Yes, the tenant has reduced the arrears enough to defeat Ground 8, but this is still a persistent or significant rent problem and we believe possession is reasonable."

By serving the grounds together, you give yourself and your landlords a toolkit to cover all eventualities.

Don't expect an immediate eviction

There is another important point we need to cover here, as I believe it will become increasingly important in the Private Rented Sector: suspended possession orders.

If Ground 8 has fallen away, but the court is satisfied that there is still a serious, ongoing rent problem, the judge doesn't necessarily have to choose between evicting the tenant immediately and doing nothing.

They can make a possession order but suspend it on conditions.

That might mean that the tenant has to keep paying the rent going forward, plus an additional amount every month to help clear the arrears. These orders are common in the social housing sector, and I personally expect them to become much more common in the private sector.

Why, I hear you ask? Because Section 21 used to provide landlords with an alternative. If the tenant's arrears weren't serious enough to justify a mandatory Ground 8, a landlord could simply solve the issue with a no-fault eviction.

Now that Section 21 isn't available, landlords may increasingly have to make a choice about whether they're prepared to tolerate low-level arrears or take a stronger formal action against it.

Keeping the house in order

Arrears claims also come with another consideration.

In these cases, it's not enough to know how much the tenant owes. You need to know how much the landlord might owe the tenant.

In certain situations, the tenants will be able to make a counterclaim against your landlords.

The two obvious examples I can see turning into an issue are:

1. Disrepair
2. Deposit protection

If the landlord you're working with launches a claim, but the property they're providing the tenant is in serious disrepair, it will almost certainly trigger a counterclaim.

Similarly, if the tenant's deposit hasn't been properly protected, it also needs to be addressed as quickly as possible, before your landlord files a claim.

This is where you could offer some real value to your landlords. Helping them get their houses in order, literally and figuratively, helps avoid counterclaims and shows your landlords the benefits of an attentive, knowledgeable agent.

One final complication

There is an interesting issue when arrears are caused by Universal Credit (UC).

Grounds 8, 10 and 11 claims will be thrown out if the arrears are due to a tenant running into difficulties with their UC payments or access.

Unlike social landlords, who, with the tenant's consent, can access UC information, private landlords are kept in the dark. This means your landlords won't know whether their tenant hasn't been paid their UC benefit, or has been paid but hasn't passed it on.

That creates a difficult position for landlords trying to determine why the rent hasn't been paid.

It's a good example of why arrears possession claims aren't always as simple as looking at a rent statement and counting the months.

Final thought

Grounds 8, 10 and 11 might look like some of the simplest Section 8 grounds.

In one sense, they are.

But the simplicity of the grounds hides considerable practical complexity.

The key thing for agents is to think beyond the arrears figure on the day the notice is served. The tenant might pay. A counterclaim might arise. The court might consider a suspended possession order. And increasingly, landlords will have to decide how far they're prepared to go in cases where arrears don't quite reach the mandatory threshold.

Ground 8 is the goal.

Grounds 10 and 11 are the safety net.

And with Section 21 no longer available as an alternative, understanding how those three grounds work together will become much more important.



Grounds 12, 13, and 15 - Tenancy breaches and property deterioration

David Smith explores the grounds available where tenants breach their tenancy obligations or cause deterioration to the property.

Ground 12 can be used when a tenant breaches their tenancy, and 13 and 15 are used when the tenant has allowed the property (or any common areas) and the landlord-provided furniture to deteriorate.



The important thing to remember is that these three are all discretionary grounds, meaning it is within the presiding judge's discretion whether the landlord will be granted possession.

Let's get started.

Ground 12: Breach of tenancy

"If your tenant has broken one or more terms in the tenancy agreement that is not related to paying rent, you can try and evict them using this ground."

Grounds for possession: guidance for landlords and letting agents, Gov.uk

Ground 12 is probably the broadest of the three.

This ground covers breaches of the tenancy agreement. At first glance, this may seem like it should be a mandatory (automatic repossession if proved) ground rather than a discretionary one.

After all, if a tenant has breached their agreement, why shouldn't the landlord simply get their property back?

The answer is that not every breach is serious enough to justify an eviction.

Tenancies are constantly breached in minor ways. For example, they might keep a small pet without prior consent or make a small alteration to the property that causes little to no damage (cosmetic or otherwise).

It's very possible to breach the terms of an agreement in a technical sense without any real-world effect.

It would be disproportionate to treat every minor breach as a ground for possession.

For the court to justify the eviction, the breach needs to be sufficiently serious.

What breaches count under Ground 12?

There isn't a single list compiling all the breaches that could fall under the purview of Ground 12.

Depending on the terms of the agreement, the ground could cover any number of things.

One obvious example that we've already touched on is pets. If the tenant simply ignores the requirement for getting the landlord's consent under the Renters' Rights Act, Ground 12 may be relevant. But the circumstances will matter. A court isn't necessarily going to evict someone because they have a goldfish.
At the other end of the scale, you might have a tenant repeatedly using the property for short-term lets or Airbnb when they aren't permitted to do so.

Unlawful subletting, short letting, overcrowding, or allowing people to occupy the property in circumstances prohibited by the tenancy agreement can all potentially create much more serious issues.

And there's a useful practical lesson here for agents.

The behaviour needs to be considered in the context of the tenancy agreement.

Don't simply assume that something is a breach because it looks undesirable. Check what the agreement actually says.

The evidence matters

This is perhaps the most important practical point about Ground 12.

If the landlord wants to regain possession of their property, they need to prove that breaches have occurred and that they're significant enough to justify eviction.

That means they need evidence.

If the alleged breach is unlawful short letting, there may be adverts on short-let platforms. If it's overcrowding, there may be reports from the neighbours or evidence from inspections.

If it's damage, there may be photographs and inspection records.

But letting agents need to be careful about how they gather that evidence.

There is no justification for turning a property into a surveillance operation. Installing hidden cameras inside a tenant's home is not an acceptable substitute for proper property management, and agents also need to consider their obligations around data protection and CCTV.

Routine management inspections, properly conducted by the agent, are one of the best ways to gather evidence. So can reports from neighbours or other evidence available from public sources.

The key is to build a proper evidential picture rather than simply turning up in court and saying, "I know they're doing it."

Ground 13 - Deterioration of property and Ground 15 - Deterioration of furniture

"You can try and evict your tenant if they have allowed the condition of the property to get worse."

Ground 13, Grounds for possession: guidance for landlords and letting agents, Gov.uk

"You can try and evict your tenant if they have allowed the condition of the furniture to get worse."

Ground 15, Grounds for possession: guidance for landlords and letting agents, Gov.uk

Grounds 13 and 15 are more specific.

Broadly speaking, they cover situations where the property and landlord-provided furniture have deteriorated to an unfit condition as a result of misuse by the tenant.

It's important to note that these grounds aren't applicable to the normal wear and tear that comes from the day-to-day lives of their tenants. Paint gets scuffed. Carpets wear. Furniture gets marked. That's part of letting a property.

The court is looking for something considerably more serious, like long-term, significant damage.

A nail in the wall to hang a picture isn't going to justify possession. But start cutting large holes in the wall to run television cables, seriously damaging doors, punching holes in the walls or abusing common areas, and the consequences become a lot more actionable.

The same principle applies to furniture.

A little wear and tear on a landlord's dining table won't be enough. A dog trying to find a lost toy by digging down through the sofa, for example, is a very different matter.

And there's an obvious point that sometimes gets missed: Ground 15 concerns **landlord-provided furniture.** If a tenant destroys their own sofa, that's generally their problem.

The two-week notice period

One of the slightly counterintuitive features of these grounds is the short notice period of only two weeks for all three grounds.

Given that we're talking about potentially serious breaches or deterioration, that may initially seem surprising.

But because these are discretionary grounds, the court has considerable flexibility when deciding what happens next. It can suspend or delay a possession order in appropriate circumstances.

That means a tenant could potentially be saying to the court: "I accept there was a problem. I've fixed it. Here's my plan to make sure it doesn't happen again."

That's a much stronger position than simply ignoring the landlord.
And it highlights why the letting agent's approach before issuing proceedings matters.
Give tenants some time to make things right
I think this is going to be one of the biggest practical lessons of the new regime.

If you discover a breach, don't simply wait until possession proceedings become necessary. Raise it with the landlord, explain the problem, and give the tenant an opportunity to resolve it. Keep records of those communications. And if the tenant promises to put things right, monitor whether they actually do.

This isn't about being soft on breaches. Quite the opposite.

If the landlord ultimately ends up in court, evidence that the letting agent identified the problem, engaged with the tenant, and gave them an opportunity to resolve it can be extremely valuable.

Conversely, if the tenant repeatedly promises to comply and then continues to do exactly the same thing, that helps demonstrate that the problem isn't simply a one-off mistake.

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Final thought

Grounds 12, 13, and 15 demonstrate a fundamental aspect of the new possession regime.

Possession isn't simply about proving that something went wrong. It's about proving that what went wrong is serious enough to justify ending someone's tenancy.

For landlords, that means evidence will matter much more.

So will record-keeping.

So will communication.

And, perhaps most importantly, so will the steps taken before a Section 8 notice is served.

A two-week notice period doesn't mean letting agents should wait until the last minute to address a problem. In many cases, the real groundwork for a possession claim should already have been done by the time the notice is served.

And if the tenant ignores your efforts, or repeatedly breaks promises to comply, the landlord is in a much stronger position.

The new system may have made possession more complicated, but it has also made good property management more important than ever.



02

What David’s analysis tells us



David Smith’s articles cover three possession scenarios, but together they point to the same lesson: **successful Section 8 possessions are more than simply picking a ground and serving a notice.**

The reason for possession matters. So does the evidence, the timing, how the notice is prepared, and, perhaps most importantly, what happens once the case reaches court.

So what does David’s analysis add up to?

Know the ground

Different grounds come with different requirements, and some are mandatory while others are discretionary. Getting the basis for possession right from the outset is critical.

Get the evidence in order

A possession claim needs more than a reference to the relevant ground. Agents and landlords must be able to demonstrate the facts behind the claim and have the right documentation available.

Understand what happens next

Serving a Section 8 notice is not the end of the process. If the tenant does not leave, the court may ultimately need to decide possession.

Don’t leave it too late

Possession issues rarely become easier when they are left unresolved. Recognising the relevant ground early gives landlords and agents more time to understand their options and prepare properly.

Take a case-by-case approach

No single Section 8 route works for every situation. The tenancy circumstances, the reason for seeking possession, and the evidence available all matter.

The final step is turning that understanding into a process you can apply consistently across your portfolio.



03

The ideal Section 8 agent process



From David's articles, you should have a good grasp of how different types of grounds work, theoretically and practically.

So, how can you apply these lessons to your agency's own Section 8 process? Goodlord is here to help.

Goodlord takes much of the operational burden off your shoulders, so you can focus on shepherding your landlords through the possession process. Goodlord does this by keeping tenancy processes organised, reducing manual work, and making compliance part of everyday property management.

When a possession issue arises, the groundwork may already sit across rent records, tenancy documents, inspection reports, and conversations with landlords and tenants. The more connected these processes are, the easier

it is for teams to understand the situation and identify what needs attention.

Here's how to put that into practice.

Identify issues earlier

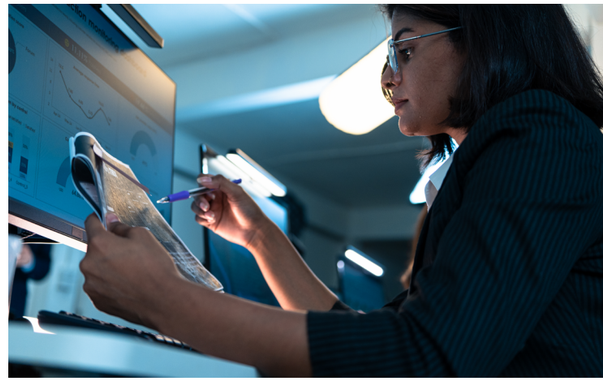
A problematic tenancy often makes itself obvious before it degenerates completely. Rent arrears, property damage, and tenancy breaches all point to a property that needs attention. Landlord decisions to sell or move back in create different triggers.

Goodlord's property management and rent payment workflows help agencies manage ongoing tenancies, track payments, and maintain safety and compliance documentation. This gives teams a stronger operational foundation to spot issues and respond promptly.

THE BENEFIT:

Less reliance on manual chasing and disconnected records.





Make tenancy records work for you

When problems with the tenancy escalate into a full possession notice, you, as the agent, must be on hand to help establish what happened, what was communicated to whom, and what evidence is available.

Goodlord brings key parts of the tenancy journey together, from referencing and contracts to payments and property management. Its payment tools also support reconciliation and provide audit trails.

This connected approach can reduce the need to piece information together from multiple systems. Agents should still maintain the specific evidence required for each possession case.

THE BENEFIT:

Better-organised tenancy information leads to less administrative friction.

Turn knowledge into a repeatable process

As David's articles show, different grounds have different requirements. Recognising the right route and assessing the evidence still requires appropriate judgement and, where necessary, legal advice.

Agencies can support that work with a consistent internal workflow:

- Identifying the issue
- Review the circumstances
- Apply the correct ground
- Check the evidence
- Seek advice
- Agree next steps
- Track progress

Goodlord's wider platform automates routine tasks and embeds compliance checks into tenancy workflows, rather than leaving every step to manual follow-up. Agencies can apply the same operational principle to their own possession procedures.

THE BENEFIT:

Clearer responsibilities, fewer compliance gaps, and more time for decisions that need human judgement.

Better processes. Better prepared.

Section 8 makes it important to understand not only the relevant ground, but also the circumstances and evidence behind a case.

David Smith's analysis helps agents understand the legal considerations. Goodlord streamlines tenancy administration by connecting workflows, reducing repetitive tasks, and helping teams manage compliance more efficiently.

Identify issues early. Keep records organised. Make the next step clear.

That's how agencies can move from reacting to possession problems to managing tenancies with greater consistency and confidence.



Conclusion: **Start with knowledge, finish with good processes**

Possession is one of the most consequential parts of property management. It affects landlords' plans, tenants' homes, and the relationships agents work hard to maintain.

As this playbook shows, the circumstances behind each case matter. There are different routes to consider, different requirements to understand, and no substitute for getting the details right.

For letting agents, this is an opportunity to show the value they bring: helping landlords understand their options, navigating complex situations professionally, and knowing when to seek specialist legal advice.

The next step is applying your new understanding to the realities of managing a portfolio while continuing to deliver the responsive, reliable service landlords and tenants expect.

Give your team more time for what matters

Run your agency, not just your processes.

The demands on letting agents extend far beyond possession. From starting tenancies to managing payments, property management, and compliance, the everyday workload can bury you under an avalanche.

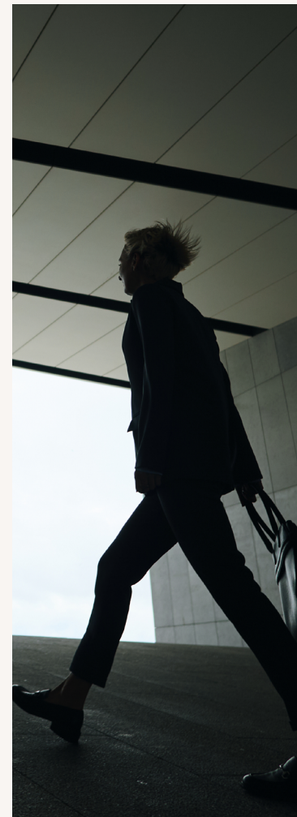
Goodlord brings key parts of the tenancy journey together in one platform, helping agencies streamline workflows and reduce the burden of repetitive administration.

That means more opportunity to focus on clients, grow your business, and deliver a better experience throughout the tenancy.

Ready to see a better way to manage your agency?

Explore the Goodlord platform and discover how connected workflows can help your team work more efficiently.

Book a call today



Coming soon: The Section 8 playbook. Antisocial behaviour and redevelopment

Possession doesn't stop at arrears, breaches, and a landlord's plans for their own property. In part two, David turns to two grounds that private landlords rarely had to think about while Section 21 was available, but which will matter much more from here on.

Ground 14 – Antisocial behaviour: What the ground really covers (it's broader than you might think), why a complaint isn't the same as evidence, and how agents can build a record that stands up in court.

Ground 6 – Redevelopment: How the Renters' Rights Act has opened up a new route to possession for substantial works, including for properties bought with tenants already in place, and what landlords need to show that their plans are genuine.

Keep your eye for the next eBook in this series

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