How to navigate the trickiest possession grounds

(a legal expert's guide)



Section 8:
Grounds 6, 6B, and 14

A practical guide to possession under the Renters' Rights Act

WITH DAVID SMITH



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Executive summary

The trickiest possession grounds under Section 8

Without Section 21, every possession case now rests on choosing the right ground and proving it. Some grounds are far harder to get right than others, and getting them wrong costs landlords months of time and money.

That makes legal expertise more important than ever. Goodlord's State of the Lettings Industry Report 2026 found that 81% of landlords value expert knowledge of rental legislation and compliance when choosing their ideal letting agent. As possession rules change, agents can show exactly why that expertise matters.

The cost of getting it wrong is time. Complex cases are likely to take longer. Choose the wrong ground or arrive without the evidence, and a claim can be adjourned or dismissed, sending the landlord back to the start while arrears keep building.

In this guide, David Smith, Partner at Bishop & Sewell, explores three of the trickiest Section 8 grounds, all reshaped by the Renters' Rights Act. He explains what makes them hard to get right, what evidence matters, and why the records your agency keeps day to day often decide the outcome.

Three grounds. Three challenges.

- **Ground 6: Redevelopment -** This ground can be used when a landlord intends to carry out substantial redevelopment that requires the property to be vacant. Having a plan isn't enough. The landlord must show the redevelopment is genuine, funded, costed, and properly planned, with a clear reason the tenant cannot remain in the property.

- **Ground 6B: Compliance with enforcement action -** This ground applies when a landlord needs possession to comply with enforcement action affecting the property, such as a banning order, a prohibition order, or the revocation of an HMO licence. The focus here is on necessity, not convenience. The landlord's own conduct matters too, particularly if they contributed to the problem that led to enforcement action.

- **Ground 14: Antisocial behaviour -** This ground can be used where a tenant, someone living with them, or a visitor has engaged in antisocial behaviour. Complaints are easy to make, but hard to prove. A successful case depends on establishing a pattern of behaviour, keeping reliable records, and demonstrating that the tenant has had an opportunity to change.

Getting the details right

The possession grounds covered in this guide aren't necessarily difficult because they're obscure. They're difficult because you need to understand and properly evidence the circumstances surrounding them.

Because when it comes to the trickiest possession grounds, getting the details right matters.

Dealing with arrears, breaches, or a landlord who wants to sell or move in? Our companion guide, The Section 8 playbook: Arrears, breaches and landlord plans, covers those grounds.



01

Why some grounds are harder to get right



What each ground asks you to prove

Not all possession grounds are equally straightforward. Some require landlords to prove a genuine intention to redevelop their property. Others depend on establishing what happened, why enforcement action was taken, or whether a tenant's behaviour meets the specific legal threshold for the ground.

For letting agents, the challenge is knowing what each ground requires and whether the landlord has the evidence to support it.

With the three grounds in this guide, that means asking different questions:

Ground 6: Redevelopment
- Does the landlord have a genuine redevelopment plan?
- Is the redevelopment plan properly costed and funded?
- Why does the work mean the tenant cannot remain in the property?

Ground 6B: Compliance with enforcement action
- What action has the local authority taken, and what does the enforcement notice require?
- Why is possession necessary to comply?
- Could the landlord's own actions have contributed to the problem?

Ground 14: Antisocial behaviour
- What has actually been reported, and by whom?
- Is there reliable evidence of the behaviour?
- Has the tenant had a fair opportunity to respond and change their conduct?

These are not just administrative checks. They help establish whether the ground is appropriate and whether the landlord can show they have met the legal requirements.

Mandatory or discretionary?

Section 8 grounds fall into two categories: mandatory and discretionary. The distinction matters because it affects what the court must consider when deciding whether to make a possession order.

Mandatory grounds mean that, if the landlord proves the ground and meets the relevant legal requirements, the court must make a possession order.

Discretionary grounds give the court more room to consider the circumstances. Even where the landlord has established the ground, the court must decide whether it is reasonable to grant possession.

Of the three grounds explored in this guide, Grounds 6 and 6B are mandatory, while Ground 14 is discretionary.

That does not make the mandatory grounds automatic or straightforward. Landlords still need to meet the requirements of the relevant ground and provide evidence to support their case. And with a discretionary ground such as Ground 14, the wider circumstances and the reasonableness of possession also matter.

	Mandatory ground	Discretionary ground
Ground 6	✓	
Ground 6B	✓	
Ground 14		✓

The takeaway for agents: Knowing the ground is only the starting point. Understanding what must be proved and what evidence is available is what helps landlords make informed decisions before taking action.

Ground 6: Redevelopment

Proving the plan is legitimate

Ground 6 may be a mandatory ground, but simply having a vague idea of redeveloping a property won't get you very far. Landlords and agents must show a defined, genuine intention to carry out substantial property works. In David's guidance below, you'll see all the considerations that go into this ground.

David's view - The redevelopment of Ground 6

Redevelopment is an important part of the property ecosystem, so a Section 8 ground covering it has long been of interest to the possession regime. The changes brought about by the Renters' Rights Act (RRA) have made Ground 6 considerably more useful to private landlords.

Ground 6 allows landlords to seek possession if they need to demolish or substantially reconstruct a property and cannot reasonably carry out the work with the tenant in situ.

This ground has some fairly technical requirements, as well as a much bigger practical issue.

The revised Ground 6 means landlords can now buy properties with tenants already in place and, in certain circumstances, seek possession to carry out substantial redevelopment. This is a significant change from the old rules.

Ground 6 - Redevelopment

"You can use this ground if you need to redevelop or demolish the property, and your tenant cannot live there whilst it is being demolished or redeveloped. Usually, you cannot evict someone on this basis in the first 6 months of the tenancy, but the exact requirements can vary."

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



Broadly, Ground 6 applies where the landlord wants to demolish or substantially reconstruct the whole (or a large part) of their property. This also applies when they want to carry out substantial works on a larger building of which the property forms a part.

For leaseholding private landlords, there's an important point here. The landlord seeking possession has to be the same landlord who intends to carry out the work. A superior landlord can't issue a Ground 6 notice if they want to do the work.

Of course, the landlord serving the notice doesn't have to personally pick up a hammer and start knocking down walls. Contractors can do the physical work, but the landlord has to drive it and be paying for it.

Buying a property with a tenant already in place

This is where I think Ground 6 becomes particularly interesting.

Under the pre-RRA version of Ground 6, restrictions limited when a landlord could acquire an interest in a property. In practical terms, a landlord couldn't simply buy a property with a tenant already living there and then rely on Ground 6 to evict them based on redevelopment plans.

This restriction has now been removed.

That opens up a whole world of possibilities: a new legal route for landlords to identify underused, outdated, or inefficient properties, acquire them with the old tenants in place, and then seek possession to carry out a substantial renovation.

This doesn't mean that every tenanted property in an agent's portfolio is suddenly ripe for redevelopment.

The ground requirements must be met, and commercial questions remain about whether the purchase and redevelopment would be worth it in the long run.

I can imagine this being particularly relevant to older properties occupied by the same tenant for many years that have reached the point where significant work is required.

It may also be relevant to properties sold at auction with long-standing tenants in place. Historically, those properties could be difficult to deal with because the buyer couldn't necessarily use Ground 6 to obtain vacant possession for redevelopment. The revised ground changes that position.

The importance of a genuine redevelopment plan

Now, there is a big difference between having an idea for redevelopment and having genuine intent to do so. This is a very important part of securing a successful Ground 6 repossession.

Ground 6 is not a ground that a landlord can simply use because they would prefer to have the property empty. Agents and landlords will need to demonstrate that the redevelopment (or demolition) plan is real and ready for implementation.

This means thinking about the practical evidence behind the proposal:

- Do you have the money to do the work?
- Has the work been properly costed?
- If you're borrowing to fund it, is that finance available?
- What about planning permission?

You need to consider whether planning permission has been obtained, or whether the application is sufficiently advanced that there is a realistic prospect of getting it.

And perhaps most importantly, you need to be able to demonstrate that the work genuinely requires the tenant to leave. A surveyor will likely need to provide a report setting out the proposed works, their extent, and why the property cannot safely or reasonably be occupied while those works are being carried out.

If you turn up at court simply saying, "I want to redevelop this property", that's not going to be enough.

Why can't the tenant stay in the property?

As I alluded to above, for Ground 6 to be used successfully, you must prove that the in situ tenant cannot remain at the property while redevelopment works are taking place.

Now, there is, of course, a chance that the tenant will argue that they can stay in the property while the work is carried out.

If the work is so substantial that the tenant cannot safely or reasonably remain, that is one thing. But if the proposed works could be completed while the tenant occupies a smaller part of the property, the position becomes more complicated.

In those circumstances, the landlord may need to consider whether the tenancy could be varied so that the tenant occupies a smaller area.

If the tenant refuses that proposal, Ground 6 may still become relevant. The more straightforward cases will be those where the redevelopment is so extensive that the tenant simply cannot remain in the property while the work is undertaken.



There is also a practical question about duration.

If you need the property empty for a weekend to carry out a small amount of work, it is difficult to see why possession should be necessary. The tenant could stay in a hotel at the landlord's expense.

Where you're talking about substantial works taking six or seven weeks, the argument becomes much stronger.

There has never been a particularly neat rule saying exactly how long the works must last, so I would want to see a realistic programme of works and, where appropriate, supporting evidence from a surveyor.

The current Ground 6 is subject to several additional statutory conditions and a six-month restriction at the start of a tenancy, subject to limited exceptions. The notice period is four months.

Why a negotiated surrender may make sense

You should now see how a Ground 6 possession order is a lot more complicated than it might initially seem. It can also quickly become expensive.

You need surveyors' reports, planning information, costings, and other evidence. Then there are legal fees and the time it takes to take a case through the courts.

By the time you've spent all that money trying to obtain possession, it may be worth asking whether you'd be better off spending some of it negotiating with the tenant.

That could mean agreeing to a payment in exchange for the tenant surrendering the tenancy.

I'm not saying that will always work. I've dealt with cases where tenants simply won't agree to leave.

But if the objective is to get the property vacant so that substantial redevelopment can begin, a negotiated surrender can sometimes be quicker and more commercially sensible than spending money on litigation.

An interesting interaction with MEES and repairs

Another aspect of Ground 6 could become increasingly important. Consider minimum energy efficiency standards (MEES).

Some properties may require considerable work to bring them up to the required standard. In some cases, that work could be so extensive that the property cannot reasonably remain occupied while it takes place.

That potentially creates an interesting interaction between MEES improvements and Ground 6.

The same issue could arise with serious repair problems.

Imagine an improvement notice relating to damp. The only way to resolve the problem is to carry out substantial work to the property. That involves stripping back the plaster, with work expected to take around 12 weeks.

The work cannot safely be carried out with the tenant in place.

In a situation like that, Ground 6 can provide a potential route to possession where substantial redevelopment or reconstruction is genuinely required.

That doesn't mean landlords should deliberately leave repairs until they can use Ground 6. Quite the opposite. But it does demonstrate why agents need to understand the interaction between possession law and the increasingly demanding requirements around the condition and energy performance of rented property.



Final thoughts

Ground 6 is one of the more interesting changes to the possession regime because it sits at the intersection of tenant protection, redevelopment, and the condition of the UK's housing stock.

For landlords, the key lesson is that having a redevelopment plan isn't enough.

You need a genuine, settled intention to carry out the work, evidence you can fund it, appropriate planning considerations, and a clear explanation of why the tenant cannot remain while the work takes place.

For letting agents, that means understanding the evidence as much as understanding the ground itself.

And for anyone considering buying a property with a tenant already in place, Ground 6 is now part of the acquisition strategy.

The Renters' Rights Act has changed the balance here.

It has made it possible, in circumstances that were previously much more restricted, to acquire a property with a tenant in situ and then seek possession to carry out substantial redevelopment.

That is a significant change.

And I suspect we will see more landlords and investors thinking about what this means for the older, less efficiently used parts of the private rented sector.

What this means for your agency



The agent's role here is to help the landlord pull together costings, finance, planning documents, and the surveyor's report, and keep a clear timeline of what was discussed with the tenant.

Goodlord keeps documents and correspondence for each tenancy in one place, so when the landlord needs to show the plan is real, the evidence is ready to hand.

Explore Goodlord's tenancy management tools.



Ground 6B: Compliance with enforcement action

Necessity, not convenience

Ground 6B might seem straightforward: if enforcement action means a landlord can no longer legally let their property, they need a way to regain possession. But the ground raises some important questions about landlord responsibility, tenant protection, and compensation.

And while it provides a route to possession, it doesn't necessarily remove the consequences of the landlord's own conduct.

David's view - Enforcement action and Ground 6B

Ground 6B is one of the newer and more controversial grounds for possession introduced into the Housing Act 1988 by the Renters' Rights Act.

This ground might seem pretty straightforward at first glance. If a landlord has fallen foul of an enforcement action and continuing the let would put them in breach of the law, Ground 6B gives them a route to repossession to avoid any further unlawfulness.

But there is considerably more to it than that.

Ground 6B sits in a very interesting (and awkward) position between landlord responsibility, tenant protection, and the practical realities of local authority enforcement. While it was designed to solve a legitimate problem, the way it's drafted raises questions about compensation, enforcement, and what happens when the landlord is partly responsible in the first place.

With all that in mind, let's take a closer look.



What is Ground 6B?

> "The court can order you to get your property back if you have been investigated for breaking the law. Under this ground, the court can also tell you to pay compensation to your tenant."

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

Ground 6B is essentially a compliance ground that applies when a particular enforcement action has been taken, and the landlord cannot continue to let the property without breaching it.

The situations covered by 6B are quite specific. They include a banning order, certain improvement notices, a prohibition order, the refusal or revocation of an HMO or selective licence, a property being occupied by more people than the licence permits, and certain planning enforcement notices or injunctions.

The important point is that these are not simply cases where a landlord has decided that they would rather have the property empty.

Something has happened which means that continuing the tenancy creates a legal problem that the landlord cannot get out of any other way.

For example, imagine a landlord whose HMO licence has been revoked. They

cannot simply carry on letting the property as though nothing has happened. Or imagine a prohibition order that means the property, or part of it, cannot lawfully remain occupied.

Before Ground 6B, there was a potential gap in the system, as even a Section 21 notice was not valid if an HMO licence was revoked.

A landlord could find themselves in a position where the law effectively said, "You cannot continue to let this property", but equally there was no possession ground allowing them to bring the tenancy to an end.

That is one reason Ground 6B exists.

It is not quite a "bad landlord" ground

This is where I think the wording can be slightly misleading.

It would be very easy to read Ground 6B as a ground which says: "The landlord has broken the law, so the landlord gets the property back." But that isn't really what is happening.

In some cases, of course, the landlord may have behaved badly. But Ground 6B is not limited to situations where the landlord has deliberately committed an offence. The question is whether something has happened which means that continuing to let the property would put the landlord in breach of the relevant enforcement action.

Take an improvement notice. A landlord may genuinely believe their property is acceptable, only for the local authority to decide that remedial work is required. Or consider a licensing situation. A landlord may have applied for a licence on the basis that the property could accommodate five people, only for the authority to grant a licence for four.

That doesn't necessarily mean that the landlord set out to break the law, although doubtless there is an argument they have been careless. But if the landlord cannot legally continue to accommodate the existing occupants, they need a mechanism to resolve the situation.

Why is it controversial?

The controversy comes from the other side of the argument.

Tenant groups can reasonably ask: "Hang on, if a landlord has behaved badly enough to end up with an enforcement notice, licence revocation, or prohibition order, aren't we now giving them a mechanism to get rid of their tenant?"

You could imagine a particularly unscrupulous landlord looking at Ground 6B and thinking: "Well, if I deliberately let the property deteriorate, perhaps I can get an enforcement notice and then use that as a route to possession."

That isn't what the legislation is intended to encourage. But it is one reason why the ground needs to be treated with some care.

The legislation allows the court to award compensation to the tenant when it orders possession under Ground 6B. That is clearly intended to protect against the ground becoming a cost-free way to remove tenants following enforcement action. But there is a catch.

The legislation does not set out a simple fixed compensation figure. Instead, the court can award whatever sum appears sufficient to compensate the tenant for damage or loss resulting from the possession order. The court must also consider the circumstances that made Ground 6B available, including any tenant conduct that caused or contributed to the situation.

So the courts have considerable scope to develop the meaning of this provision over time.

How much compensation?

This is one of the areas where I think we are going to have to wait for some case law.

There isn't a simple tariff saying that a Ground 6B possession order automatically means £5,000, £10,000, or some other fixed sum for the tenant.

The legislation talks about compensation for "damage or loss" resulting from the possession order. That immediately raises some interesting questions:

- Are we talking primarily about straightforward financial losses, such as removal costs and other moving-related expenses?
- Could there be arguments about wider forms of loss and inconvenience?
- What happens if the tenant has contributed to the circumstances which made Ground 6B necessary?

The legislation expressly tells the court to take that into account.

For example, if a prohibition order makes continued occupation unlawful but the tenant refuses to leave, and the landlord ultimately has to use Ground 6B to obtain possession, the tenant's conduct could be relevant to the compensation question.

But precisely how the courts will approach these issues is something we will learn through cases.

I suspect a series of decisions will eventually establish clearer principles.



The practical problem with compensation

I foresee another issue here that might be overlooked: the compensation is tied to the possession order.

So, if the tenant simply leaves without the matter reaching court, there may be no Ground 6B possession order and therefore no court-ordered compensation. That matters because many tenants will leave rather than fight a possession claim in court.

Even where compensation is awarded, a second practical question remains: will the landlord actually pay it?

Enforcing a judgment can be a hassle. A tenant already having to find somewhere else to live may not have the time, money, or legal knowledge to pursue enforcement against a landlord.

So while the compensation provision sounds like an important safeguard, we shouldn't assume every tenant entitled to compensation will receive it.

This is one of those areas where the effectiveness of legislation depends on the wider system working properly. The courts have to be accessible. People have to understand their rights. And, ultimately, judgments have to be enforceable.

Ground 6B is about necessity, not convenience

For landlords and agents, the key lesson is that Ground 6B should not be seen as an easy route to possession simply because an enforcement notice has appeared.

The underlying circumstances matter.

If the property cannot lawfully continue to be let, there needs to be a mechanism to bring the tenancy to an end. That is the sensible rationale for Ground 6B.

But if a landlord has contributed to the situation through poor management or deliberate non-compliance, the ground doesn't make that behaviour disappear.

Indeed, the compensation provision means the circumstances that made Ground 6B available may come back into focus when the court considers what, if anything, should be paid to the tenant.

That creates an interesting balance.

The law needs to give landlords a way out when enforcement action makes continued occupation unlawful, but it also needs to ensure Ground 6B does not become a convenient escape route for landlords who created the problem themselves.

Final thoughts - A ground that will take time to settle

Ground 6B is therefore one of those grounds where I suspect the legislation will only tell us part of the story.

The basic principle is clear enough: if enforcement action means that a tenancy cannot lawfully continue, the landlord needs a route to possession.

But the interesting questions are all around the edges.

- How will courts approach compensation?
- How much weight will they give to the landlord's conduct?
- How much weight will they give to the tenant's conduct?
- What counts as "damage or loss"?

And, perhaps most importantly, how often will tenants actually pursue the compensation which the legislation potentially gives them?

There is a legitimate policy argument for having Ground 6B. Without it, landlords could find themselves trapped in a position where they are legally required to stop letting a property but have no effective way of ending the tenancy.

But there is also a legitimate concern that the ground could be perceived as rewarding poor behaviour if the safeguards are not effective.

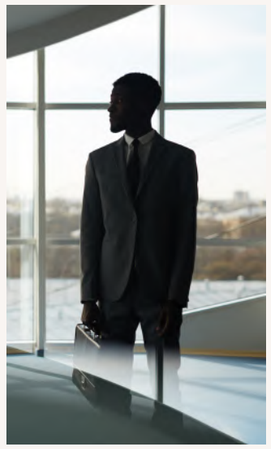
That is why I think Ground 6B is such an interesting example of legislative drafting. And, as is so often the case with housing law, the real test will not be what the legislation says on paper. It will be how it works in practice.

What this means for your agency

When serving a Ground 6B notice, keep a clear record of enforcement notices, correspondence with the council, and every step the landlord took to comply, because the landlord's conduct can affect compensation.

Goodlord stores safety and compliance documents against each property, so you can show what the council required and when the landlord acted.

Explore Goodlord's compliance tools.



Ground 14:
Antisocial behaviour

Complaints are easy to make, but hard to prove

Antisocial behaviour usually starts small but can quickly get out of control. Ground 14 gives landlords a route to address antisocial behaviour, but a successful case depends on more than an allegation: agents must establish what happened, gather reliable evidence, and show how the situation has been handled.

David's view - Tackling bad behaviour with Ground 14

"You can use this ground if your tenant, a person that lives with them or a person who visits them commits antisocial behaviour. This will also apply when your tenant or a person living or visiting them has committed a serious offence near the property. The behaviour does not need to have been in the property, it could have happened nearby."

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

Historically, private landlords haven't had to think much about Ground 14. This ground addresses antisocial behaviour, and in the past, private landlords would usually evict such tenants using a simple Section 21.

Now that landlords can no longer use Section 21, Ground 14 will become much more important for dealing with behaviour that causes problems for neighbours, management staff, and housemates.

But there is an important nuance from the outset here. Ground 14 is not simply a provision that says if somebody has complained about a tenant, that tenant can be removed from the property. Ground 14 is a discretionary ground, which means the court must consider the circumstances of the problem behaviour and decide whether eviction is the appropriate outcome.

That makes how agents and landlords deal with the problem before going to court particularly important.

Ground 14 covers more than general nuisance

When people think about Ground 14, they usually place "antisocial behaviour" into one big box. In reality, Ground 14 covers several different types of tenant conduct, some of which go beyond what you or I would initially assume.

The most familiar category is conduct that causes, or is likely to cause, nuisance or



annoyance to people residing in, visiting, or otherwise engaging in lawful activity in the locality of the dwelling.

In simple terms, it's about behaviour that causes problems for other people. However, the important words here are "likely to cause." You don't necessarily need to wait until the neighbours are driven to despair before you can act. If the problem tenant's conduct is clearly causing a nuisance, the court might find your evidence sufficient.

There is also a category dealing with conduct which affects the management of the property. That can be particularly relevant to landlords and agents. A tenant who repeatedly refuses access, abuses property managers or contractors, or behaves aggressively towards people trying to carry out legitimate management functions may potentially fall within Ground 14.

So Ground 14 isn't just about blaring music at two in the morning. It can also cover behaviour that makes it impossible for agents and landlords to manage their properties effectively.

Landlords are not automatically liable for their tenant's behaviour

A common misconception is that if a tenant is causing issues for their neighbours, the landlord is somehow legally responsible. Generally, this isn't the case.

Ordinarily, a landlord isn't liable to a third party because their tenant is causing a fuss. This can change, however, if it is found that the landlord is actively encouraging the tenant's behaviour or has taken action that maintains the situation when it could have been resolved otherwise.

With this in mind, the starting point for any Ground 14 eviction action should be "let's establish what's happening and decide what, if anything, needs to be done."

However, a landlord may also have other obligations or routes for involvement. In a block of flats, for example, a freeholder may have separate powers where antisocial behaviour is taking place in a property. So landlords should not simply ignore complaints, but they should not assume every complaint makes them legally responsible for the tenant's conduct.



Not every complaint is evidence

Investigating complaints can be more difficult.

Allegations of antisocial behaviour can be made very easily. Proving them can be a whole other story.

A neighbour can allege that your tenant is behaving aggressively, making noise, and causing problems, but these allegations won't always be true. Neighbour disputes quickly become personal, and two people can see the same incident very differently. Such complaints can also be made maliciously because of prejudice or due to a disagreement.

Therefore, the investigating agent should approach a dispute neutrally, without assuming the tenant is automatically at fault. Agents and landlords should always start by establishing what actually happened and keep a proper record of the investigation.

This evidence could take many forms. Letters from neighbours, incident reports, tenant communications, inspection records, and other documentary evidence can all help support a Ground 14 case.

It's always better to have a fully fleshed-out case. It's not a good look and likely to be unsuccessful to arrive in front of a judge and rest your entire case on "well, the neighbour told us..."

One-off incidents won't tell the whole story

Because Ground 14 is discretionary, it may be enough to quash the notice if the tenant arrives in court, admits they behaved badly, and commits to changing their behaviour.

The important question for agents in this scenario is whether the problematic behaviour has actually stopped. Are they still receiving complaints? Has the tenant followed through on their commitments? Have they earnestly engaged with you or their landlord?

If it seems like they made the effort to change their behaviour, great! But if they slip back into bad habits, establishing a continuing pattern will help a claim for possession succeed. Single events of bad behaviour may be enough if they are extremely severe, but everyone has a bad day now and again, and courts are far more likely to be persuaded by ongoing or repeated behaviour, or a failure to engage with attempts to resolve the problem.

Fixing the problem before it gets to court

With this in mind, agents should not think of Ground 14 as the first solution for problem tenants. Where appropriate, they should engage with the tenant, explain what has been reported, give them an opportunity to respond, and make clear what needs to change.

It can also be useful to agree on future behaviour. In social housing, community mediation can sometimes result in a behaviour agreement setting out what the tenant has agreed to do, even though it may not be a legally enforceable contract.

That agreement can nevertheless be very useful evidence. If the tenant agrees to stop the behaviour and then repeats it shortly after, the landlord can show that the problem was raised, the tenant understood what needed to change, and an opportunity to improve was provided.

This creates a much stronger evidential trail than simply saying that there have been numerous complaints.

What about HMOs?

HMOs create another important dimension because the court must consider the effect of the behaviour on other occupiers.

In an HMO, one person's behaviour can have a much more immediate impact on everyone else. Someone behaving aggressively in a communal area, creating persistent noise, or making other residents feel unsafe can affect how those people can use their own homes.

Again, however, evidence matters.

Other occupiers may be reluctant to attend court, particularly if they are worried about retaliation. Where somebody is prepared

to give direct evidence about what they have experienced, that can be extremely significant. Landlords should also consider practical steps to protect other occupiers while the matter is being dealt with.

The bigger lesson

Ground 14 demonstrates something fundamental about the new possession regime.

Antisocial behaviour is not dealt with simply by proving that somebody has made a complaint.

The agent needs to establish what happened, gather the evidence properly, and demonstrate the effect of the behaviour on other people. Because the ground is discretionary, the tenant's response and subsequent conduct also matter.

That means good property management starts well before serving a Section 8 notice.

Investigate complaints properly. Keep records. Speak to the tenant. Give them a clear opportunity to put things right and, where appropriate, agree what needs to change. Then monitor whether it actually changes.

If the tenant improves their behaviour, you may resolve the problem without possession proceedings. If they do not, you and the landlord will have built the evidential record needed to explain to the court why possession has become necessary.
The new regime may have made possession more complicated, but Ground 14 shows that this is not simply about becoming better at serving notices.

It is about managing problems better. Spot the behaviour early, investigate it properly, engage with the tenant, document what happens, and, if the behaviour continues, make sure the court can see the whole story.

What this means for your agency



Agents assisting with a Ground 14 notice need to log every complaint, inspection note, and conversation with the tenant as it happens, so the pattern is visible if it goes to court.

Goodlord keeps communications organised against each tenancy, so a pattern of complaints is visible at a glance rather than pieced together later. And thorough referencing before a tenancy starts gives you a clearer picture of who you're letting to.

Explore Goodlord's tenancy management tools.



02

What David's analysis tells us



The three grounds explored in this guide cover very different situations. Ground 6 covers redevelopment, Ground 6B relates to compliance with an enforcement action, and Ground 14 focuses on antisocial behaviour.

But David's analysis reveals some interesting common themes. In all cases, it's not enough to simply pick a ground and hit go. Landlords and their agents need to understand what the court needs to see, what evidence supports the case, and how the people involved have behaved before and during the process.

For letting agents, there are three important lessons here:

1. Evidence matters more than allegation

A complaint, a proposed project, or an enforcement notice may explain why a landlord is considering possession. But you need to understand and document the circumstances properly.

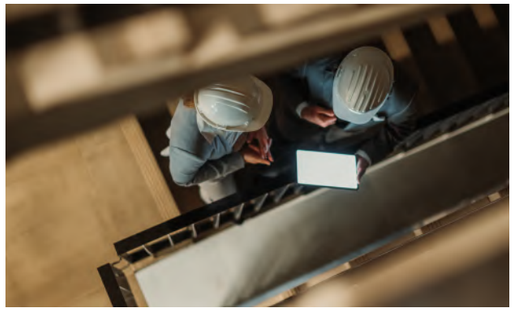
With Ground 14, that means looking beyond the fact that a complaint has been made. Agents need to establish what happened, consider the available evidence, and keep a record of how the matter was investigated.

The same evidence-led approach applies to the other grounds. Agents should be able to establish what the landlord intends to do, what action has been required, and what has happened in response.

THE PRACTICAL LESSON:

Build the record as events unfold. Piecing together a case after a dispute has escalated is much harder than keeping accurate records from the outset.





2. A landlord's intentions need to be genuine

Ground 6 demonstrates why a landlord's intention to redevelop cannot simply be taken at face value. There needs to be a genuine, workable plan behind the proposed works.

Agents should understand what the landlord is proposing, why the work is necessary, and whether the practical arrangements support that intention. A vague ambition to improve a property is not the same as a properly developed redevelopment plan.

This is a useful distinction for agents to keep in mind more generally: the reason given for seeking possession needs to stand up to scrutiny.

THE PRACTICAL LESSON:

Ask questions early. Establish the landlord's plans, the reasons behind them, and the evidence available to support them before advising on the next steps.

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3. The circumstances behind the case matter

Ground 6B highlights another important point: possession should not be treated as a convenient way to resolve a problem without considering how that problem arose.

Where enforcement action is involved, agents need to understand the action taken by the local authority and the circumstances that led to it. A landlord's own conduct may be relevant, including when the court considers the wider consequences of the case.

That does not mean every enforcement situation will have the same outcome. It does mean agents should avoid assuming that enforcement action tells the whole story.

THE PRACTICAL LESSON:

Keep a clear record of the issue, the landlord's response, and any steps taken to put matters right. Where the circumstances are complicated, obtain appropriate legal advice.

Across all three grounds, cases are won or lost on records made long before you serve a notice. That's where your agency's everyday processes matter most.



03

Building an evidence-led process with Goodlord



The grounds we've explored in this guide all point to the power of preparation and evidence in securing possession.

In each chapter, the same need came up: records made as events happen, kept in one place, and easy to find when a landlord asks whether they have a case. Here's how that comes together in Goodlord.

Keep the details together

A landlord calls: the neighbours have complained again, and they want to know if they have a case. How quickly could your team pull together every complaint, inspection note, and message from the last six months?

That's the Ground 14 problem, and Ground 6 raises the same need. Each case depends on a clear timeline of complaints, conversations, and documents. With communications and documents organised against each tenancy in Goodlord, that timeline already exists when the landlord calls.

The benefit:

A more joined-up property management process helps your team keep tenancy activity organised, maintain visibility across their portfolio, and find important information when they need it.



Turn everyday activity into a clearer record

A reliable evidence trail is about more than recording complaints or property issues. Financial records can also be important when agents need to understand a tenancy's history or respond to questions from landlords and tenants.

Goodlord's rent payment tools provide agents with payment information and audit trails, helping them keep track of rent activity and maintain a clearer record of payments. That record matters most when a case takes months to reach court and arrears start to build.

The benefit:

Rent payment audit trails give your team better visibility of payment activity and make it easier to refer back to relevant records when questions arise.

Keep safety and compliance documents accessible

Safety and compliance requirements create another important layer of administration. Agents need to retain the documents associated with a property and ensure the right information is available when required.

Goodlord helps agents manage safety and compliance documentation alongside their wider property management activity, giving teams a more centralised way to keep important records organised. As the Ground 6B chapter showed, a landlord's response to enforcement action can affect what the court awards, so being able to show what was required, and when, can make the difference.

The benefit:

Keeping safety and compliance documents in one place makes it easier for your team to access key information, monitor requirements, and keep property records up to date.



Protect landlords before and after a notice

Good records help a landlord prove their case, but proving it takes time. Ministry of Justice figures put the median time from a landlord's claim to repossession at just over 27 weeks, and that clock only starts once the notice period has ended. The more complex the case, the longer it's likely to take, and every extra month waiting for possession is another month of potential arrears.

That's why rent protection matters alongside good process. Goodlord's Rent Protection Insurance helps letting agents protect their landlords' rental income if arrears build while a case moves through the courts. Our State of the Lettings Industry Report 2026 found that 62% of agents are recommending more landlords take out rent protection insurance, but only 22% of landlords have bought new or improved cover.

Referencing has a role too. It won't prevent a redevelopment plan or an enforcement notice, but thorough checks before a tenancy starts give agents and landlords a clearer picture of who they're letting to. It's also the quality landlords most often look for in an agent: 86% chose thorough tenant referencing and fraud prevention when asked what matters in their ideal letting agent.

The benefit:

Referencing reduces risk at the start of a tenancy, and rent protection helps agents protect their landlords' income if a possession case runs long.

See what Goodlord could do for your agency

Managing a property portfolio means keeping on top of hundreds of details, conversations, and tasks. Goodlord helps letting agencies bring key parts of their tenancy workflows together, making day-to-day management easier and delivering a more consistent experience for landlords and tenants.

Book a demo and we'll show you how agencies use Goodlord to keep tenancy records, compliance documents, and communications in one place, so you're ready when a landlord asks: can we prove it?

Book your demo today



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