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## Landlord and Tenant Dispute Q & A

### Q. What is a Section 21 notice?

A. A s21 notice is used by a landlord to evict a tenant when either:

- A fixed term tenancy ends and there is a written contract, or
- During a tenancy with no fixed end date (a 'periodic tenancy')

There are exceptions for when a s21 notice cannot be used to evict a tenant. Speak to our expert team of Landlord and Tenant Solicitors for more information.

### Q. How much notice must be given when a s21 notice has been issued?

A. Usually, tenants must be given two months' notice to leave the property under a s21 notice. However, due to COVID-19 legislation the notice period is currently longer. For the most up to date information, speak to our Landlord and Tenant Solicitors.

### Q. What is a Section 8 notice?

A. A s8 notice is a notice seeking possession after a tenant has broken the terms of the tenancy. The notice must specify which term of the tenancy has been broken. If the tenant does not leave the property on or before the date specified on the notice, the landlord may apply to the court for a possession order. The notice period given to tenants under has also been altered by COVID-19 legislation. For the most up to date information contact Gepp Solicitors.

### Q. What is a standard possession order?

A. In situations where rent is outstanding, and a landlord and tenant cannot agree a rent repayment plan, the next step may be for the landlord to seek a standard possession order.

### Q. What is an accelerated possession order?

A. If the landlord is not claiming rent arrears and the tenant has not left the property by the date specified on the s21 Notice, the landlord may seek an accelerated possession order. As the name suggests, this can be quicker than applying for a standard possession order

### Q. Does a landlord have to provide repairs?

A. A landlord will always be responsible for certain repairs, such as structural repairs, the plumbing of baths sinks and toilets, heating, gas pipes, flues and ventilation, electrical wiring and damage caused through attempted repairs. A landlord will have a right to reasonable access to carry out repairs. Other responsibilities may be found within the tenancy agreement.

### Q. Does a landlord have to return a deposit at the end of a tenancy?

A. A deposit paid to a landlord at the start of a tenancy as security against potential rent arrears or damage to the property should be returned to the tenant if there are no arrears and the property has been left in good condition. Damage to the property may mean that the landlord is entitled to make deductions from the deposit. However, a tenant is not responsible for general 'wear and tear' following normal use.

This is not legal advice; it is intended to provide information of general interest about current legal issues.