

Agents' checklist for serving Section 21 notices

Section 21 requirements for properties in England where first AST commenced on/after 01.06.2019

1. Notice cannot be served within first 4 months of the initial fixed term tenancy and cannot end the tenancy earlier than the fixed term unless there is a valid break clause;
2. The notice must provide at least 2 calendar months' notice:
 - a. Check the service clause in the agreement for deemed service date dependant on method of service.
3. Notice can only be relied upon in proceedings for 6 months from date of service;
4. Prescribed Form 6a must be used, without modification or transposing onto headed paper etc.
5. No payments, other than permitted payments have been required from, or paid by the tenant:
 - b. Permitted payments (see Tenants Fees Act 2019) include max deposit of 5 weeks rent.
 - i. 5 weeks rent = monthly rent x 12 / 52 x 5 (do not round up)
6. Tenants must be provided with:
 - a. A valid Gas Safety Certificate for the time of inception of tenancy AND a valid gas safety certificate dated in the last 12 months prior to S21.
 - b. The Government 'How to Rent' booklet which is current at the start of tenancy, or the latest version prior to S21 if the tenancy is periodic.
 - c. A valid Energy Performance Certificate for the property.
7. The Council must not have served the landlord/agent with an Improvement Notice or Emergency Remedial Notice within the last 6 months
8. If the Tenant has raised issues with the condition of the property, in writing, the landlord must have responded within 14 days, setting out their steps to fix them.
9. If required, does the property have a valid selective and/or HMO licence.
 - a. If not, has an application for a licence been made?
10. If a deposit was paid;
 - i. Has it been protected with an authorised scheme within 30 days of receipt?
 - ii. Was the full Prescribed Information ("PI") provided to the tenant or any relevant persons that paid the deposit?

PI includes all of the below

- (a) the name, address, telephone number, e-mail address and any fax number of the scheme administrator,
- (b) any information contained in a leaflet supplied by the scheme administrator,
- (c) the procedures that apply under the scheme by which an amount in respect of a deposit may be paid or repaid to the tenant at the end of the tenancy,
- (d) the procedures that apply under the scheme where either the landlord or the tenant is not contactable at the end of the tenancy;
- (e) the procedures that apply under the scheme where the landlord and the tenant dispute the amount to be paid or repaid to the tenant in respect of the deposit;
- (f) the facilities available under the scheme for enabling a dispute relating to the deposit to be resolved without recourse to litigation; and
- (g) the following information in connection with the tenancy in respect of which the deposit has been paid—
 - (i) the amount of the deposit paid;
 - (ii) the address of the property;
 - (iii) the name, address, telephone number, and any e-mail address or fax number of the landlord;
 - (iv) the name, address, telephone number, and any e-mail address or fax number of the tenant, including such details that should be used by the landlord or scheme administrator for the purpose of contacting the tenant at the end of the tenancy;
 - (v) the name, address, telephone number and any e-mail address or fax number of any relevant person;
 - (vi) the circumstances when all or part of the deposit may be retained by the landlord, by reference to the terms of the tenancy; and
 - (vii) a statement signed by the landlord that—
 - (aa) the information provided is accurate to the best of his knowledge and belief; and
 - (bb) the tenant has been given the opportunity to sign any document containing the information.