

Form 3A can be used for a number of different grounds for possession under Section 8, not just Ground 4A. This guide focuses specifically on Ground 4A and explains what landlords need to know when using Form 3A to serve notice on this ground.



Ministry of Housing,
Communities &
Local Government

Form 3A

Notice seeking possession of a property let on an assured tenancy or an assured agricultural occupancy in the private rented sector

Housing Act 1988 section 8, as amended

This notice tells you that your landlord would like you to leave their property.

For use in the private rented sector in England only. For tenancies in the social rented sector, **Form 3** should be used.

Information for the tenant

This form has been completed by your landlord or their agent and explains the reasons you are being asked to leave the property you rent so that your landlord can regain possession.

Your landlord intends to begin court proceedings for possession of the property they rent to you, which is identified in **question 1.2** below.

You do not have to leave immediately. If you choose not to leave, your landlord must apply to the court to evict you. If your landlord makes an application to the court, the court will decide whether or not you will need to leave. It is illegal for your landlord to try to force you to leave, for example by changing the locks or harassing you. They must follow the correct legal process.

You should read this notice in full immediately and seek advice on your options.

If you want to stay, you may be able to resolve the situation with your landlord or challenge the claim in court.

There is information in **Section 6** on the next steps and where you can find advice. **Section 6** also includes information for those with rent arrears and other debt problems.

Further guidance on this form, for both landlords and tenants, can be accessed at: <https://www.gov.uk/guidance/assured-tenancy-forms>

Form 3A Notice seeking possession of a property let on an assured tenancy or an assured agricultural occupancy in the private rented sector (05.26)

Ground 4A only applies to assured tenancies. Therefore, if the agreement is a licence or a common law tenancy, Ground 4A cannot be used to seek possession.

Note: If you have an assured agricultural occupancy you may have a licensor instead of a landlord. In those circumstances you will be a licensee.

Except in **Section 5**, references in this notice to a landlord include a licensor and references to tenant(s) include licensee(s).

Before serving a Ground 4A notice, we recommend speaking to your tenants about their plans and whether they would like to remain in the property. If they would like to stay and you are happy for the tenancy to continue, there may be no need to serve the notice. Issuing a Ground 4A notice without discussing this with the tenants first could be confusing and may lead them to believe they are being asked to leave when this has not previously been discussed.

If the tenants have a joint contract, make sure all tenants are named on the Ground 4A notice and that each tenant receives a copy. Do not serve the notice only on the lead tenant.

If each tenant has their own individual contract, each tenant will need their own Ground 4A notice, with their individual name on it.

1. The tenant(s) details

- 1.1 Full name(s) of tenant(s)
Sandra Student, Richard Resident and Olivia Occupier

Notes to the landlord

You can complete and sign this notice electronically or by hand.

Note 1.1: If it is a joint tenancy you must list all of the tenants.

- 1.2 Your landlord is seeking possession of the following property:

First line of address

10 Student Street

Second line of address

Town or city

Studentville

County (optional)

Postcode

S T 1 7 U D

Note 2.1: Before you can apply to the court to begin possession proceedings you must give the minimum amount of notice according to the grounds you are relying on, though you may choose to give more.

You cannot apply to the court for a possession order until the notice period has expired. If you are relying on more than one ground you must wait until the expiry of the longest notice period of the possession grounds you are using as set out in section 8 (4AA) Housing Act 1988. The exception is if you are seeking possession on the grounds of Antisocial Behaviour (Grounds 7A and 14), in which case you may enter the date you serve the notice and apply to the court immediately.

For guidance on the minimum amount of notice, see the **Form 3A: Completing the notice seeking possession – guidance for private landlords** at: <https://www.gov.uk/guidance/assured-tenancy-forms>

2. Earliest date your landlord can apply to court to regain possession

- 2.1 Your landlord cannot begin court proceedings for possession earlier than

Day	Month	Year
3	1	0 7 2 0 2 7

3. Latest date your landlord can apply to court to regain possession

The latest date that your landlord can apply to court for a possession order is 12 months from the date of service of this notice. **After this the notice will no longer be valid.**

This time limit may be extended if you enter a breathing space under the Debt Respite Scheme (Breathing Space Moratorium and Mental Health Crisis Moratorium) (England and Wales) Regulations 2020.

Form 3A Notice seeking possession of a property let on an assured tenancy or an assured agricultural occupancy in the private rented sector (05.26)

This is the date by which you are asking the tenants to leave the property. The date must fall between 1 June and 30 September. If the tenants do not leave by this date, the tenancy does not automatically end. You can then apply to the court to begin possession proceedings.

Question 4.1 is optional. However, to make it clear which ground you are relying on and avoid any confusion, we recommend selecting Ground 4A.

4. Landlord's reasons for asking you to leave

Your landlord must explain why they are seeking possession of the property. This means they must give you reasons why they want you to leave the property and give you at least the minimum amount of notice to do so.

They can only use certain reasons called 'possession grounds'. The possession grounds are in Schedule 2 to the Housing Act 1988 (as amended) and can be found in full in **Form 3A: Legal wording for possession grounds** which can be accessed at: <https://www.gov.uk/guidance/assured-tenancy-forms>

Question 4.1 is optional. It lists some common possession grounds which have been summarised to aid your understanding. It does not include every possible ground. Your landlord may tick the relevant box(es) here if they apply.

Questions 4.2 and 4.3 are mandatory. Your landlord will set out the grounds that they are relying on in **question 4.2** and an explanation for using those grounds in **question 4.3**.

4.1 Common reasons for seeking possession include:

- ☐ You have rent arrears of more than 13 weeks or 3 months (depending on whether your tenancy is weekly, fortnightly or monthly) (Ground 8)
- ☐ You have some unpaid rent or are persistently late paying rent (Grounds 10 or 11)
- ☐ Your landlord wants to use or sell the property (Grounds 1 or 1A)
- ☒ Your landlord wants to rent their property to new students or workers (Grounds 4A, 5A or 5C)
- ☐ Your landlord plans to re-develop their property (Ground 6)
- ☐ Antisocial behaviour or breach of other legal requirements (Grounds 7A or 14)
- ☐ You have breached the terms of your tenancy agreement (Ground 12)
- ☐ You have allowed the condition of the property or furniture to deteriorate (Grounds 13 or 15)
- ☐ You do not have the right to rent in the UK (Ground 7B)
- ☐ Other (ground(s) not listed above)

Note to the landlord 4.1:

This is a list of common grounds for possession. To aid your tenant(s) understanding you can tick the boxes to indicate the reason(s) you are seeking possession. If none of the listed grounds apply, select 'Other (ground(s) not listed above)'. Provide the full legal wording for each possession ground you are seeking to rely on in **question 4.2**.

Question 4.2 is mandatory and must be completed. You must include the full legal wording for Ground 4A, as prescribed by the Government. The required wording can be found in the example below or in the [Government's official legal wording for Form 3A](#).

Please be aware that the Ground 4A wording continues onto the additional sheet at the end of Form 3A. Make sure you include the wording in full. Failure to provide the required legal wording may result in the notice being invalid.

4.2 Possession ground(s) as set out in schedule 2 to the Housing Act 1988

Below are the grounds your landlord is using to try to regain possession of the property. Read this carefully and seek advice if you do not understand.

Ground 4A

The following conditions are met-

- (a) the dwelling-house is in an HMO or is an HMO,
- (b) the tenant meets the student test when the tenancy is entered into,
- (c) the landlord or, in the case of joint landlords, at least one of them, gives the tenant, before the tenancy is entered into, a written statement of the landlord's wish to be able to recover possession on the basis that
 - (i) the tenant meets the student test when the tenancy is entered into, and
 - (ii) the landlord intends, on the next occasion on which the dwellinghouse is let, to let it to a tenant who meets the student test when that new tenancy is entered into,
- (d) the period-
 - (i) beginning with the day on which the tenancy was entered into, and
 - (ii) ending with the day on which the tenant was entitled to possession of the dwelling-house,
 is six months or less,
- (e) the relevant date falls within the period beginning with 1 June and ending with 30 September in any year, and
- (f) the landlord seeking possession intends, on the next occasion on which the dwelling-house is let, to let it to a tenant who meets the student test when that new tenancy is entered into.

For the purposes of the conditions in paragraphs (b), (c) and (f), a tenant meets the student test when a tenancy is entered into if-

- (a) the tenant is a full-time student at that time, or
- (b) at that time, the landlord reasonably believes that the tenant would become a full-time student during the tenancy.

But, in a case where two or more persons are or would be the tenant, the tenant does not meet the student test unless all of those persons meet that test.

Legal wording continued on a separate sheet.

Note to the landlord 4.2:

For this notice to be valid, tenants must be given notice of the legal grounds the landlord is using to seek possession. Insert the full legal wording as set out in schedule 2 of the Housing Act 1988 (as amended) for each ground that you are using. The legal wording can be found in **Form 3A: Legal wording for possession grounds** accessed at: <https://www.gov.uk/guidance/assured-tenancy-forms>. The legal wording may be long so continue on a separate sheet if necessary.

Do not rely on the name of the ground only.

The guidance mentioned above also contains an explanation of the ground, published alongside the full legal wording. You are advised to supply this explanation here alongside the legal wording, as it appears in the guidance.

The Government also recommends including an explanation of why you are relying on Ground 4A and provides suggested wording that you can use. Providing an explanation is not mandatory, and you do not have to use the Government's suggested wording. However, we recommend including an explanation as good practice, as this can help tenants understand why they have received the notice. The Government's suggested explanation can be found on the additional sheet at the end of the form.

Question 4.3 is mandatory and must be completed. There is no set Government wording for this section, so you should provide the relevant information and evidence to explain why you are entitled to rely on Ground 4A. You can use the example wording below as a starting point and adapt it to reflect your individual circumstances.

4.3 Landlord's explanation of why each possession ground is being used
This is your landlord's explanation of how and why they believe they are legally able to use the grounds for possession in **questions 4.1** and **4.2**.

Ground 4A

The property is an HMO as it is occupied by 3 unrelated tenants who share a bathroom, toilet and kitchen at the property.

All the tenants were full-time students when the tenancy was entered into.

Before the tenancy was entered into, the landlord gave the tenants a written statement of the landlord's wish to be able to recover possession on the basis that the tenants met the student test when the tenancy was entered into and the landlord intended, on the next occasion on which the property was let, to let the property to tenants who meet the student test when that new tenancy is entered into.

The tenancy was entered into on 15 May 2026 less than 6 months before the tenancy start date on 31 July 2026.

The date given at section 2.1 above (being the earliest date that the landlord can apply to Court to regain possession) falls within the period beginning with 1 June and ending with 30 September.

The landlord intends on the next occasion on which the property is let, to let it to tenants who meet the student test when the new tenancy is entered into.

Note to the landlord 4.3:

Write a heading for each ground you are using and explain in your own words why you believe you can use that ground. You should include as much evidence as possible.

If necessary, continue on a separate sheet, making it clear which question you are answering.

Key points you should evidence:

- The property must be an HMO (House in Multiple Occupation), this means the property should be a 3 or more bed.
- The property was let to full-time students when the contract was signed.
- You have sent a Ground 4A written statement.
- The tenancy was signed no more than 6 months before the tenant(s) move in (unless they signed the contract before 1st May 2026, then this rule does not apply).
- The date you would like the tenant(s) to vacate the property falls between 1st June and 30th September.
- You intend to let to full-time students again after the current tenants have vacated the property.

This section is for the details of the person serving the notice. This can be you as the landlord, or someone authorised to serve the notice on your behalf, such as your letting or managing agent.

5. Contact details of the landlord, licensor or agent

5.1 Signed

A. Landlord

5.2 I am the

- ☒ Landlord
☐ Agent
☐ Licensor

5.3 Date

Day	Month	Year
2	0	0 3 2 0 2 7

5.4 Name of landlord, licensor, or agent

Alan Landlord

5.5 Address of landlord, licensor, or agent

First line of address

15 Property Row

Second line of address

Town or city

Homeford

County (optional)

Postcode

L A 1 5 R

5.6 Phone number

01453 567293

5.7 Email

a.landlord@landlordmail.co.uk

Notes to the landlord

Note 5.1: This notice must be signed and completed by the landlord, licensor, or someone who is authorised to give notice on behalf of the landlord or licensor.

If you are joint landlords or licensors either each sign this notice using the additional signatures box below, or agree for one landlord or licensor to sign this notice on behalf of you all.

Note 5.4: Give the details of the landlord, licensor, or agent who completed and signed this notice.

You must give this notice to the tenant(s) and keep a copy for yourself.

Note 5.7: If you provide an email address, you agree that the tenant and the court may use this address to serve documents on you.

This is the date that this notice is served.

You can find more information on when a notice is deemed served [here](#).

Additional signatures for joint landlords or joint licensors

Where there are joint landlords, one landlord can sign on behalf of everyone, or you can use the additional signature section if multiple landlords wish to sign.

1. Signature, full name, address, and capacity of signatory (landlord, licensor).

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2. Signature, full name, address, and capacity of signatory (landlord, licensor).

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3. Signature, full name, address, and capacity of signatory (landlord, licensor).

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This page includes useful information for tenants.

Unipol also has a Ground 4A guide for tenants that you can signpost your tenants to.

6. Information for tenants

Whether you want to leave or stay, you should seek advice immediately.

If you want to stay, you may be able to resolve the situation directly with your landlord.

Before your landlord can apply to the court for a possession order they must give you at least the minimum amount of notice. The amount of time depends on the reason they want to regain possession. For the minimum amount of notice required for the ground(s) that your landlord is using see **Form 3A: Receiving the notice seeking possession – guidance for tenants** accessed at: <https://www.gov.uk/guidance/assured-tenancy-forms>.

If your landlord goes to court, you will have the opportunity to dispute the possession claim.

There is more information on the process for possession (known as the possession action process) at: <https://www.gov.uk/guidance/renting-out-your-property-guidance-for-landlords-and-letting-agents/repossessing-your-privately-rented-property-on-or-after-1-may-2026>

When seeking to regain possession, landlords must also adhere to duties set out in Section 16E of the Housing Act 1988. Further information can be found in **Form 3A: Receiving the notice seeking possession – guidance for tenants**, accessed at: <https://www.gov.uk/guidance/assured-tenancy-forms>

Where to seek advice

There are places you can find advice about this notice:

- www.shelter.org.uk or Shelter's emergency helpline on 0808 800 4444
- Get free legal advice through the Housing Loss Prevention Advice Service at <https://www.gov.uk/guidance/legal-aid-for-possession-proceedings>
- A citizens advice adviser by calling 03444 111 444 or online. You can find out more at: <https://www.citizensadvice.org.uk/about-us/contact-us/>
- A housing advice centre or law centre.
- You can get legal advice from a legal representative. Find a solicitor at <https://solicitors.lawsociety.org.uk/>
- Civil Legal Advice (CLA) may be able to direct you to legal advice on housing. You can contact them at www.gov.uk/civil-legal-advice, by calling 0345 345 4345 (Monday to Friday, 9am–8pm and Saturday 9am–12:30pm), or by texting 'legalaid' and your name to 80010 to ask CLA to call you back. It costs the same as a normal text message.

If you're worried about becoming homeless contact your local authority for support. You can find your local authority at: www.gov.uk/find-local-council

Form 3A Notice seeking possession of a property let on an assured tenancy or an assured agricultural occupancy in the private rented sector (05.26)

Advice on owing rent (rent arrears) or any other problem debt

If you need advice on owing rent (rent arrears) or any other problem debt, you can contact:

- A citizens advice adviser by calling 03444 111 444 or online. You can find out more at: <https://www.citizensadvice.org.uk/about-us/contact-us/>
- Housing Loss Prevention Advice Service at <https://www.gov.uk/guidance/legal-aid-for-possession-proceedings>
- Your local authority for details of where you may find assistance. You can find your local authority at: www.gov.uk/find-local-council
- Money Helper (formerly the Money Advice Service) for guidance on finding a free debt adviser on its website: www.moneyhelper.org.uk/ or over the phone by calling 0800 138 777.

If you are experiencing problem debt, a debt adviser may consider a Breathing Space to be an appropriate option for you while you work with them to identify a solution to your debts. The Breathing Space Scheme provides a temporary pause on creditor enforcement action to give you time to speak to a debt adviser about how to address your debts.

If you are in a Breathing Space moratorium under the Debt Respite Scheme, your landlord must speak to your debt adviser instead of contacting you directly about you owing rent.

A standard breathing space lasts up to 60 days. During this time, your landlord cannot give you notice to start the possession process on grounds related to owing rent (rent arrears). Once your Breathing Space comes to an end, your landlord will be notified and can continue or begin any enforcement action on the rent owed.

If the notice is not about owing rent and if you are in a Breathing Space, show your debt adviser this notice to notify them of the change in your circumstances.

Breathing space is not a payment holiday and you should still pay ongoing liabilities, including ongoing rent payments, as they fall due.

This additional sheet contains the remainder of the required legal wording for Ground 4A, along with the Government's recommended explanation of the ground.

Extra sheets

Include the number of the section and question which is being continued.

Section 4.2 - Possession ground as set out in schedule 2 to the Housing Act 1988.

Ground 4A legal wording continued:

In this ground, "full-time student" means a person receiving education provided by means of a full-time course-

- (a) of any description mentioned in Schedule 6 to the Education Reform Act 1988 provided by an institution in England or Wales;
- (b) of any description mentioned in section 38(2) of the Further and Higher Education (Scotland) Act 1992 provided by an institution in Scotland;
- (c) of any description mentioned in Schedule 1 to the Further Education (Northern Ireland) Order 1997 (S.I. 1997/1772 (N.I. 15)) provided by an institution in Northern Ireland.

In a case where, because of paragraph 8(7) of Schedule 1 to the 1988 Act, a tenancy becomes an assured tenancy, the condition in paragraph (c) of the first paragraph of this ground is met if the written statement referred to there is given within the period of 28 days beginning with the date on which the tenancy becomes an assured tenancy.

Explanation

This ground can be used if the property is a house in multiple occupation (HMO). A property is considered a HMO when it is occupied by at least three people who form more than one household and they share facilities such as a toilet, bathroom, or kitchen.

This ground may be relied upon during the period between 1 June and 30 September each year when an HMO is occupied by full-time students and the property is required for a new group of students for the next academic year.

This ground cannot be used if the tenancy was entered into more than six months before the date the tenants could move in. Prior notice must also have been given for this ground to be used.

Signature

A. Landlord

If necessary, continue on a separate sheet, remembering to sign and date it.

Date

Day	Month	Year
2	0	0 3 2 0 2 7

This section should be signed and dated with the date the notice is being served.