

# Case Review

## Evictions & Debt Recovery



1. About the Landlord											
Full Name											
Address											
					Postcode						
Phone					Email						
Does the Landlord live with the tenant?					Yes	No	Is the Landlord related to the tenant?				
					Yes	No					
2. About the Agent (if applicable)											
Company					Contact Name						
Phone					Email						
Who we correspond with?					Agent	Landlord	Who we invoice?				
					Agent	Landlord					
3. The Rental Property											
Property Address					Postcode						
					Date Purchased						
Does the Landlord named above own the property?											
Is the property Lease or Freehold?					Is the property subject to a council complaint/improvement notice?	Yes	No				
Is the property insured?	Yes	No			When does your insurance expire?						
Did you purchase the property with the tenant insitu?	Yes	No			Has the tenant been advised of the change of Landlord?	Yes	No	N/A			
Does the property have a gas supply?	Yes	No			Is your Electrical Installation Condition Report (EICR) in date?	Yes	No				
HMO Property?	Yes	No			HMO License Required?	Yes	No				
Is the property subject to a property licence? <small>If your property is subject to a LL licence please ensure you provide a copy.</small>						Yes	No				
How many properties do you have?							What's your mortgage expiry date?				
4. About the Tenant											
Tenant 1 - Full name											
Tenant 2 - Full name											
Tenant 3 - Full name											
Tenant 4 - Full name											
Guarantor Name											
Guarantor Address					Postcode						
Do you want to include the guarantor in proceedings? <small>(You will need to provide the deed of guarantee)</small>						Yes	No				
Do you have a deed of guarantee?						Yes	No				

## 5. About the Tenancy Agreement

When did the tenancy start?						
Do you have a tenancy agreement?	Yes	No	Tenancy Period	6 mon	12 mon	Other
What type of agreement do you have?	Assured shorthold		Shorthold tenancy	Company Let		Other
Is the tenancy periodic? <i>(The tenancy is ongoing per the original agreement)</i>				Yes	No	
If No, how many times has the tenancy been renewed?						
Has the Letting Agent taken over the management of this tenancy after it started?				Yes	No	

## 6. About the Deposit

Did you take a deposit?	Yes	No	Amount taken	
Was the deposit registered?	Yes	No	Date registered	
Registered with?	DPS	TDS	MyDeposits	Other
Have you provided the certificate to the tenant?	Yes	No	Date provided	
Have you provided the deposit prescribed information to the tenant?	Yes	No	Date provided	
Have you returned the deposit?	Yes	No	Date provided	
Return reason				
Have you recalculated the deposit cap?	Yes	No	N/A	
When was the deposit received by the landlord?				

2

## 7. About Rent Payments & Arrears

Are there rent arrears?	Yes	No	Rent arrears amount?			
What date is the rent paid on?						
When is the rent payable?	Monthly	Weekly	Quarterly	In advance	Other	
Current rent amount		Have you increased the rent?	Yes	No	Original rent amount	
Date of last payment made?						
Do Housing Benefit/Universal Credit contribute to the rent?	Yes	No	How much?		Date Paid	

## 8. Notices Served

Have you served any notices on the tenant?	Section 8	Section 21
Reason:		

## 9. What action do you want us to take first?

Step 1 Eviction Notice	Section 8	Section 21	Both <i>(If Applicable)</i>	Commercial Notice to Quit
Step 2 Court Application	Step 3 Bailiff Application		Debt Recovery	



## 10. Deregulation Confirmation (for Section 21 and Court applications)

At the start of the tenancy did you give the tenant a copy of the Gas Safety Certificate?	Yes	No	N/A	If yes, on what date	
Did you give the tenant a copy of the Energy Performance Certificate?	Yes	No		If yes, on what date	
Did you give the tenant a How to rent guide?	Yes	No		If yes, on what date	
Did you provide the tenants with a copy of Electrical Installation Condition Report (EICR)?	Yes	No		If yes, on what date	

## 11. About the property condition/repairs

Have you received any notification from the tenant about anything needing repairing at the rented property?	Yes	No		
When and how were you informed?				
<div></div>				
Have all the repairs complained of been addressed/completed? (Supply evidence)	Yes	No		
Did the tenant confirm repairs done and if so, how? (Supply evidence)	Yes	No		
Have you received any communication from the Local Authority about the condition of the property?	Yes	No		
What action have you taken? (Supply evidence)				
<div></div>				
Have you received a Relevant Notice from the Local Authority?	Yes	No	If yes, on what date	

**12. For Step 1 Legal Notices or Step 2 Court Applications:** You will need to provide the following documents below (depending on which notice you require).

**PLEASE NOTE ANY REASON IF THE DOCUMENTS ARE NOT AVAILABLE**

Documents Required	Section 8	Section 21
Tenancy Agreement (AST)	✓	✓
Deposit Certificate & Prescribed Information	✓	✓
Copy of Landlord's ID	✓	✓
Up to date rent statement	✓	✓
Pre-Action protocol correspondence	✓	
Landlord's license (if applicable)	✓	✓
EPC		✓
Electrical Installation Condition Report (EICR)		✓
Gas Safety Certificates (If gas installed)		✓
How to rent guide		✓
Copies of any Section 8/21 notices		✓
Evidence of damage, complaints, subletting etc.	✓	
Signed certificate of service (required for court hearing)		

**13. Additional Information - Please explain any issues which may support your case.**  
Continue on a separate sheet if needed.

#### 14. Your declaration and instructions to LegalforLandlords

**I/we accept** that the information provided within this case review will form the basis of instruction for LegalforLandlords to issue Legal Notices or Court Instructions. The content of which will also be used with the signature provided to produce Certificates of Service and Witness Statements.

**I/we confirm** that information I have provided is accurate and factually correct and agree that if it is found information to have been withheld or incorrectly provided that this could invalidate any Legal Notice or Instruction and/or delay and change the outcome of the case through no fault of LegalforLandlords.

**I/we confirm** that the Landlord is the owner of the property or has consent from the owner to allow for notice to be served on the tenants. Evidence of this may be required.

**I/We agree** to the use of any evidence to be used by LegalforLandlords in preparation for the case.

**I/we accept** that the approach to instruction may change if LegalforLandlords identify any additional risk or concerns as further due diligence checks are carried out. We accept that whilst this may delay matters, LegalforLandlords will be taking the best course of action for the Landlord. However, if LegalforLandlords are instructed by us to continue against their recommendations, we accept the risk that the case may get adjourned/or dismissed.

**I/we accept** LegalforLandlords Terms of Business & Price List and understand that at times there may be extra work involved which is outside of the normal remit of our instruction which may incur an additional charge. Payment is required in advance of services provided with refunds only issued if work has not been completed or we are found to be at fault. Refunds will be subject to a deduction of a case review fee of £60+VAT for Step 1 & £199 +VAT for Step 2.

**I/we accept** LegalforLandlords cannot be held accountable for the timescales of 3rd parties such as the County Court, Bailiffs/Enforcement Officers or the outcome and actions of these 3rd parties. We are aware that the tenant may submit a defense of which the Judge will make a decision on the day if to continue proceedings or adjourn. This decision will be outside the control of LegalforLandlords.

**I am the Landlord/Landlord's Agent with full authority to sign this form**

**Full Name:**

**Landlord      Agent**

**Company:**

**Date:**

**Signature:**



**Signing this form:** You can use this icon in the tool bar to create a digital version of your signature

☐ I give consent for LegalforLandlords to contact me about their services and utilise any documentation for marketing purposes.

# FAQs

## What are the Steps of Eviction?

**Step 1:** Issue of the first Legal Notice, Section 8 or Section 21

**Step 2:** Court Application & Hearing

**Step 3:** Appointment of the Bailiffs

## What is the difference between a Section 8 & Section 21 Notice?

**Section 8:** This notice is used if the Landlord has a specific reason to evict the tenant such as rent arrears, complaints, damage, subletting or if they want to move back in. Notice period is between 2 weeks and 2 months.

**Section 21:** This notice is used if the Landlord wants the property back at the end of the fixed term contract. No reason is required, the minimum period is 2 months.

## What are the costs?

**Step 1:** £179 +VAT

**Step 2:** £1498 INC VAT & Court Fees

**Step 3:** £399 + VAT

## How long does the eviction process take?

After the Legal Notice has expired, the average time for a court hearing to take place is between 6/8 weeks all depending on the timescales of the County Courts and how backlogged they are. London or particularly busy courts may take longer.

## Can you take a Guarantor to Court?

Yes, if there is a deed of guarantee and they are UK based and you specify that the Guarantor is to be included in proceedings.

## How are the notices served?

We will aim to serve the notice within 3 working days from payment. This will be done by First class post and recorded delivery. Both of which are suitable methods for a court application.

## How will I know if the tenant has received the notice?

We can check to see if the tenant has signed for the notice on Royal Mail tracking. If they haven't, we send a copy via first class post and they would have received this.

## How will I know if my tenant has left?

Contact should be made to the tenant closer to the expiry of the notice to ask what their intentions are. Try and only contact the tenant either on the day of expiry or a couple of days prior. If no contact is made and the keys have not been returned, you will need to proceed with the eviction process/bailiff process depending on where your case is currently.

## What do I do if the tenant makes contact?

Keep any evidence and respond briefly to prevent jeopardising the case.

## What if the tenant reports an issue for example a leak?

As a Landlord you are still required to attend any concerns the tenant has in the property even if the tenant is in rent arrears. You should contact the tenant to make arrangements for a visit either with yourself and or managing agent and contractor.

## My Gas Safety Certificate/EPC has expired after the Legal Notice has expires, do I have to arrange for a new inspection to be carried out?

This should be carried out as normal.

## Can I inspect the property during the eviction process or request the tenant allows access for viewings?

We wouldn't advise this unless it was necessary. For example, a leak or an emergency which will put the tenant or property at risk.

## Can I text the tenant after the notice has been served to chase rent arrears?

No, the notice explains what will happen if the tenant doesn't pay, then court action will be taken. If there are rent arrears, then a money order will be requested during the hearing to award you a CCJ against the tenant for any outstanding balance.

## Do I need to contact you for case updates?

No. We will contact you by phone, text or email as and when the updates become available to us from the Courts or Bailiffs. Copies of any appropriate documents will be sent to you by email.

### **Why am I being asked to complete a certificate of service?**

This is a Legal document to confirm the method of service for the prescribed documents you have issued to the tenant during the tenancy.

### **What happens at court?**

In most cases a 15-minute hearing will be required before a Judge to obtain possession of the property. We will provide the representation, but you should also attend. Once possession is granted the tenant will be given a date to vacate the property.

### **What happens after court?**

If the tenant does not leave (or leaves and does not surrender the keys) by the date the Judge demands, then we will need to apply for bailiffs to remove them.

### **Can I request the transfer to high court for bailiffs?**

If rent arrears are present, we will automatically request this. This will be decided by the Judge at the hearing. The level of the rent arrears will be taken into consideration.

### **How long do the bailiffs take to set a date?**

Normally 6-8 weeks, however some courts (especially in the London area) can take anything up to 10-15 weeks.

### **Will the bailiffs remove the tenant's furniture and belongings?**

No, they attend to sign the warrant to confirm possession has been obtained to prevent the tenant from accessing the property further.

### **Will the bailiff change the lock?**

No, you will need to arrange a locksmith. However, we can provide an additional service for this, so you do not need to attend the eviction.

### **What if the tenant has left their belongings in the property?**

Arrangements will need to be made for them to collect at a convenient time. You need to hold on to these for a minimum of 4 weeks.

### **How do I get my money back:**

After the tenant has been evicted LegalforLandlords can arrange to trace the tenant for you so that you can either enforce the collection of the debt with an Attachment to Earnings Order or a Writ of Control.