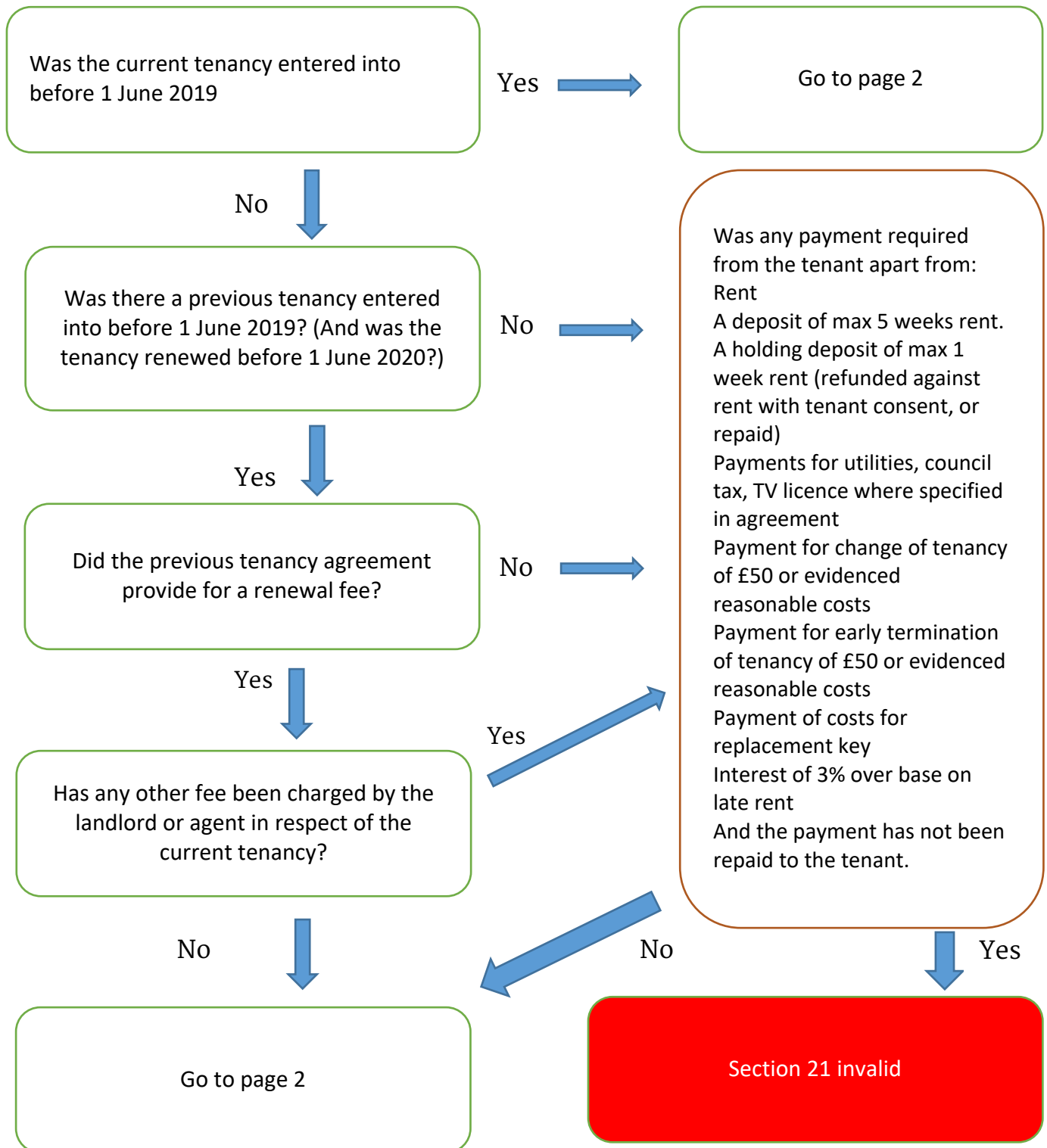
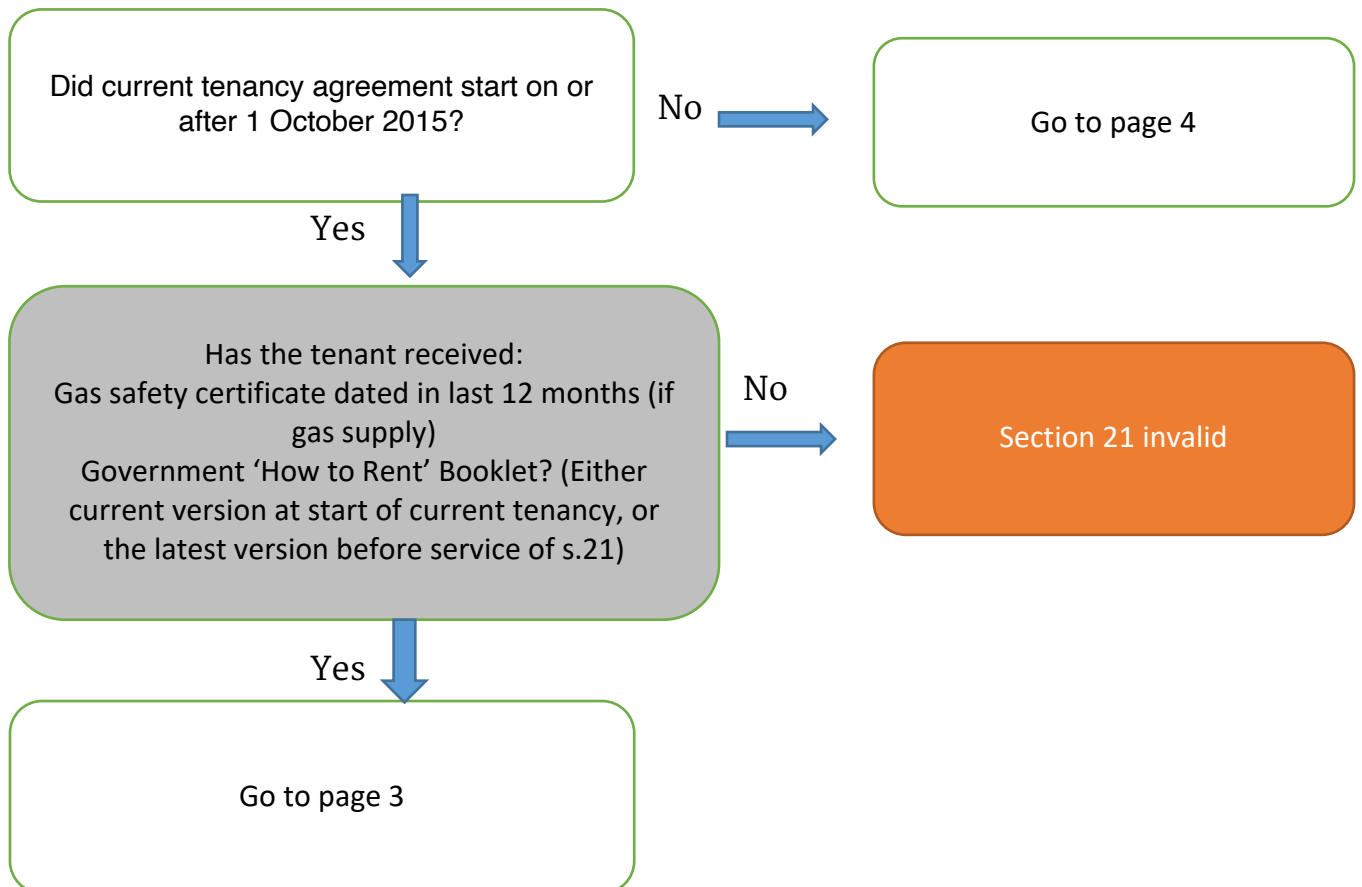


Flow chart for checking statutory validity of section 21 notices



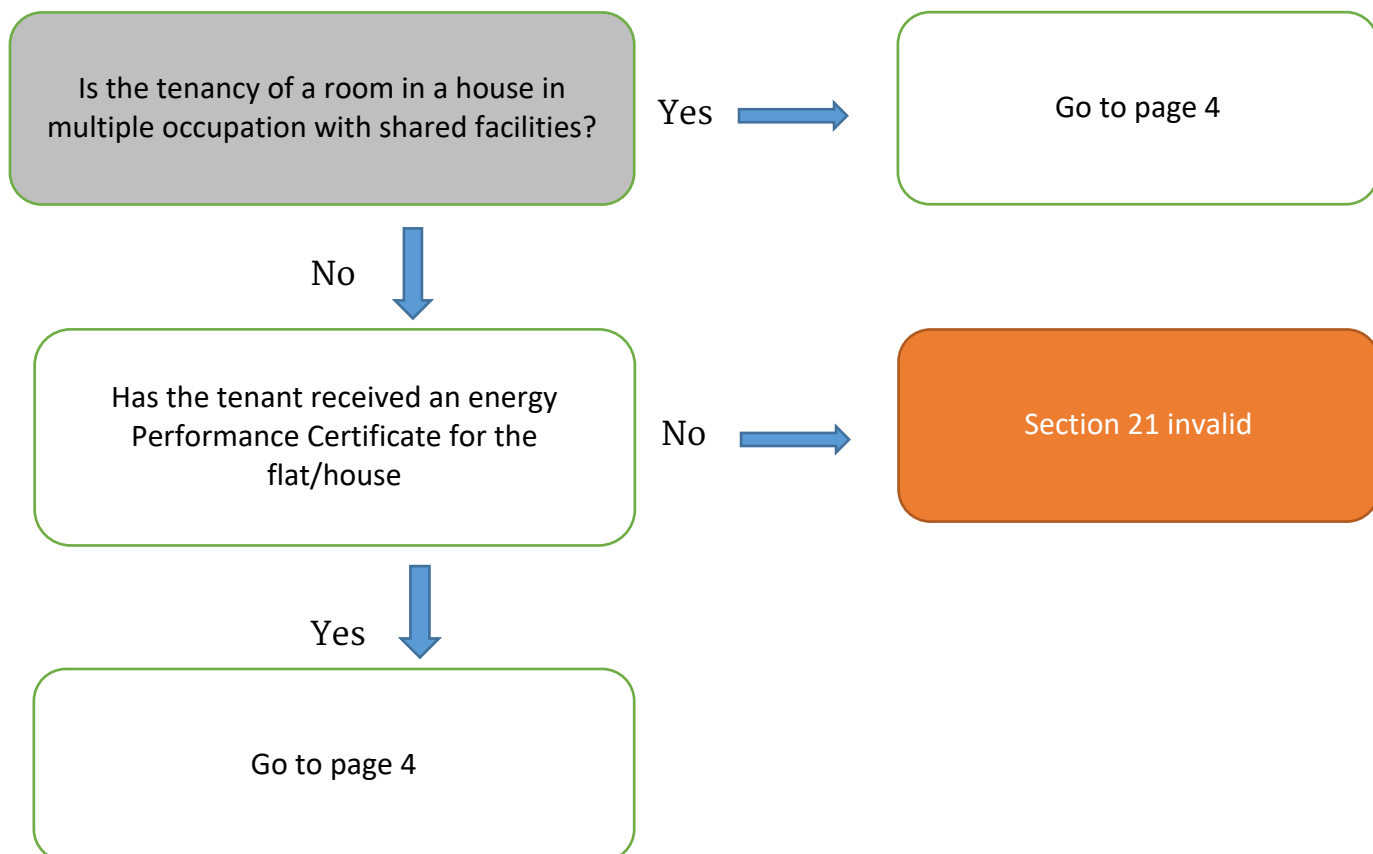


Grey Area – Gas Safety Certificates. In *Caridon Property Ltd v Monty Shooltz*. Central London County Court. 2 February 2018, it was held that the effect of the Assured Shorthold Tenancy Notices and Prescribed Requirements (England) Regulations 2015 was that the current gas safety certificate had to be provided to the tenant prior to their occupation. A failure to do so could not be remedied by providing it later. No section 21 could be served. This was a County Court appeal judgment by HHJ Luba QC. It is therefore not binding but is persuasive.

If this the case, it is also not clear whether provision of the gas safety certificate before the commencement of any replacement/subsequent tenancy term can remedy the breach and enable a s.21 to be served in the future.

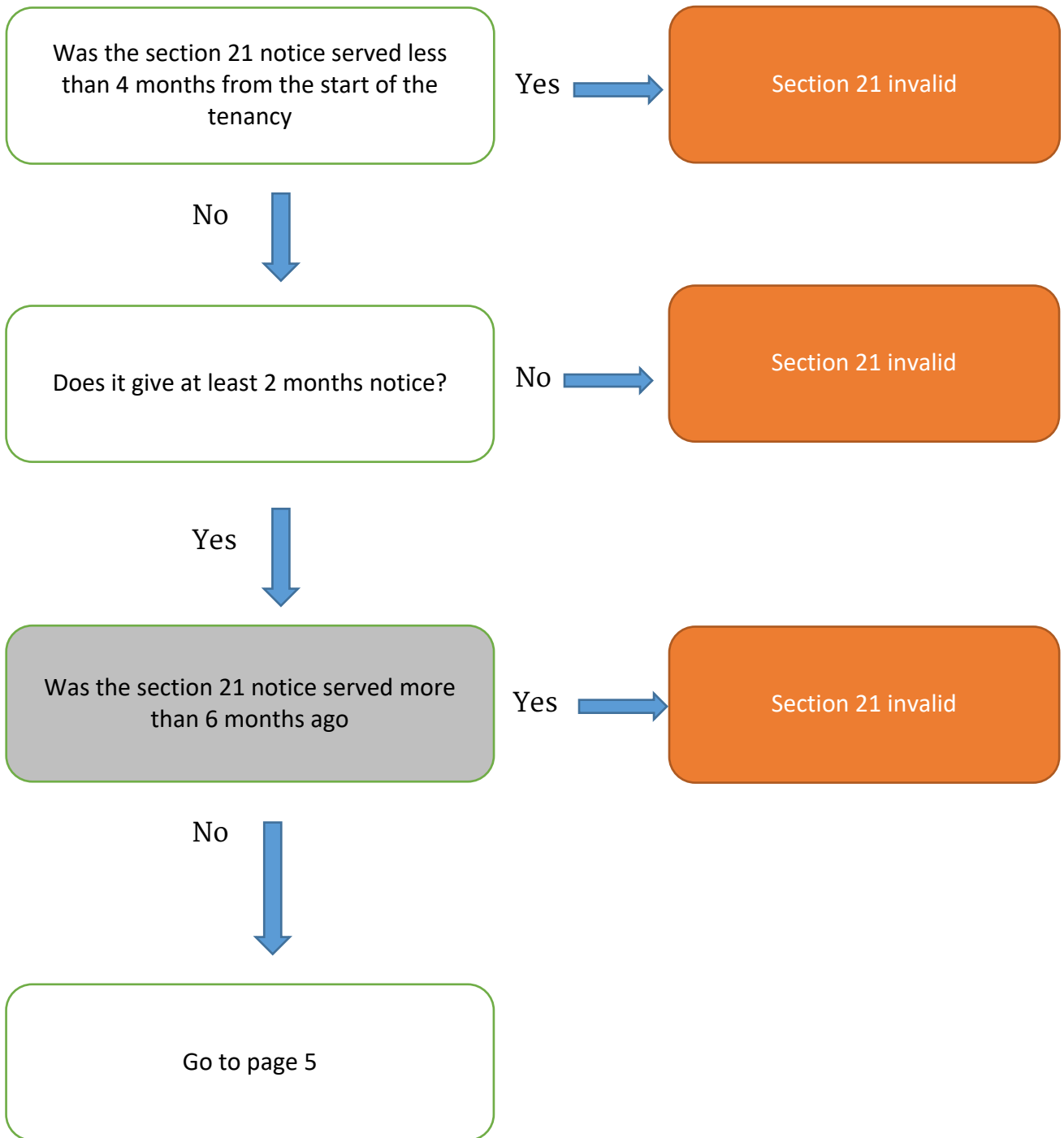
See <https://nearlylegal.co.uk/2018/02/i-can-serve-gas-safety-certificate>

The related case of *Treacarrell House Limited v Rouncefield* on the same issue is due to be heard by the Court of Appeal in January 2020.

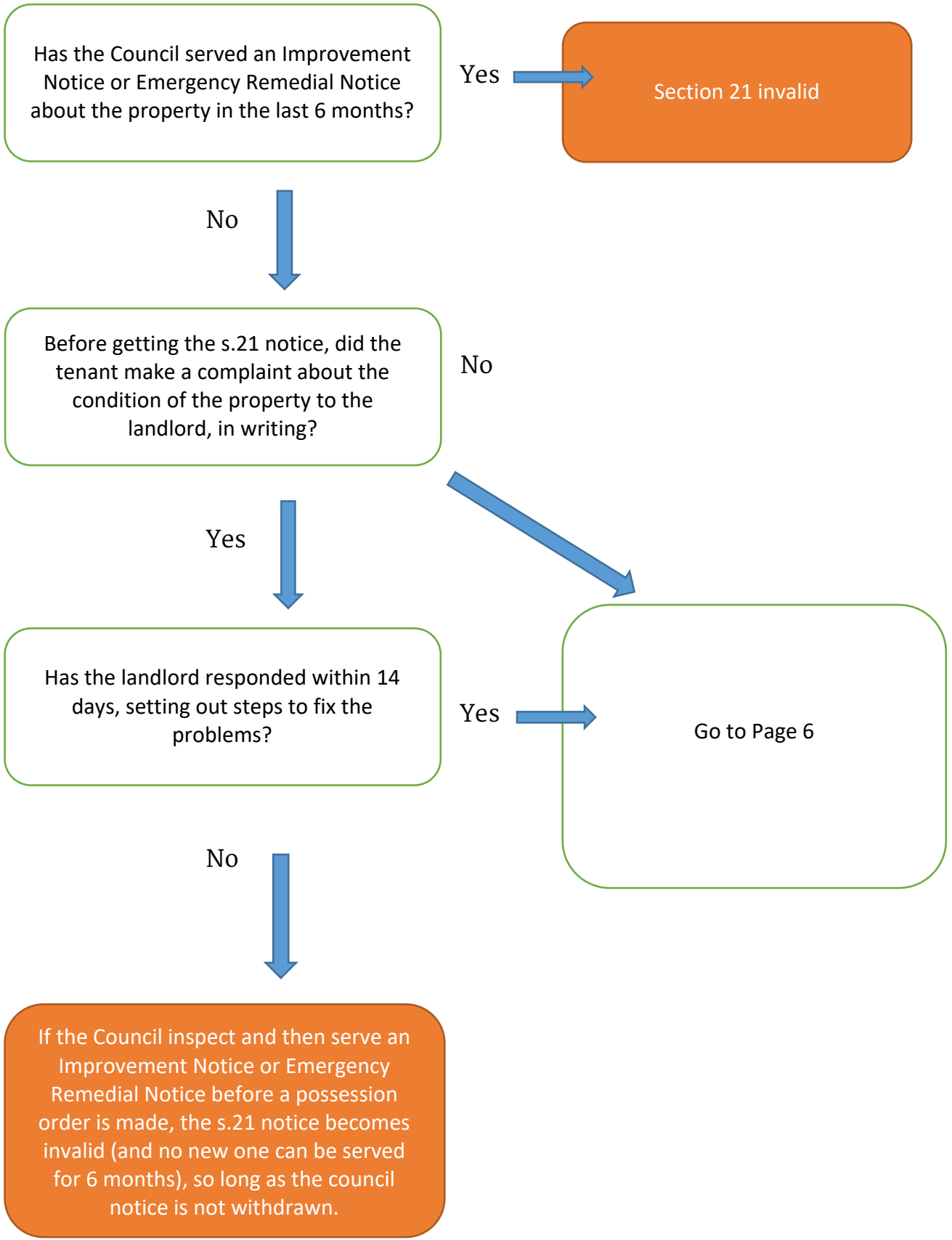


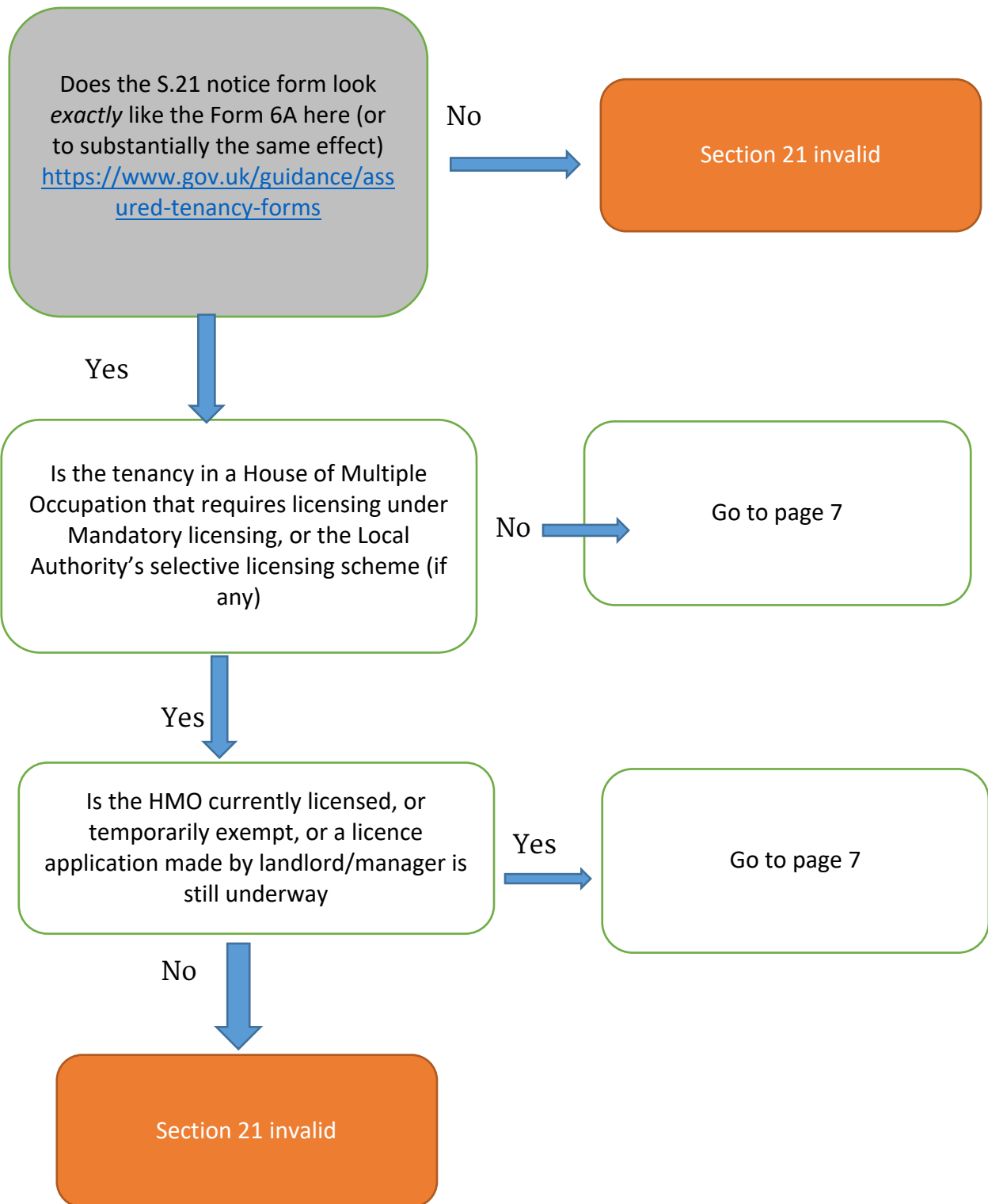
Grey Area:

It is not clear whether Section 6 of The Energy Performance of Buildings (England and Wales) Regulations 2012 applies where the tenancy is of a room in an HMO with shared facilities. I understand that this is being tested in various cases. This box represents the general view at this point, but case law may hold that an EPC is required for the tenancy of a room in an HMO in the future. There is a county court judgment that the EPC is not required, *Home Group Ltd v Henry*. County Court at Newcastle. 21 May 2018 – see <https://nearlylegal.co.uk/2019/05/troubles-with-tlas-hmos-and-epcs/>

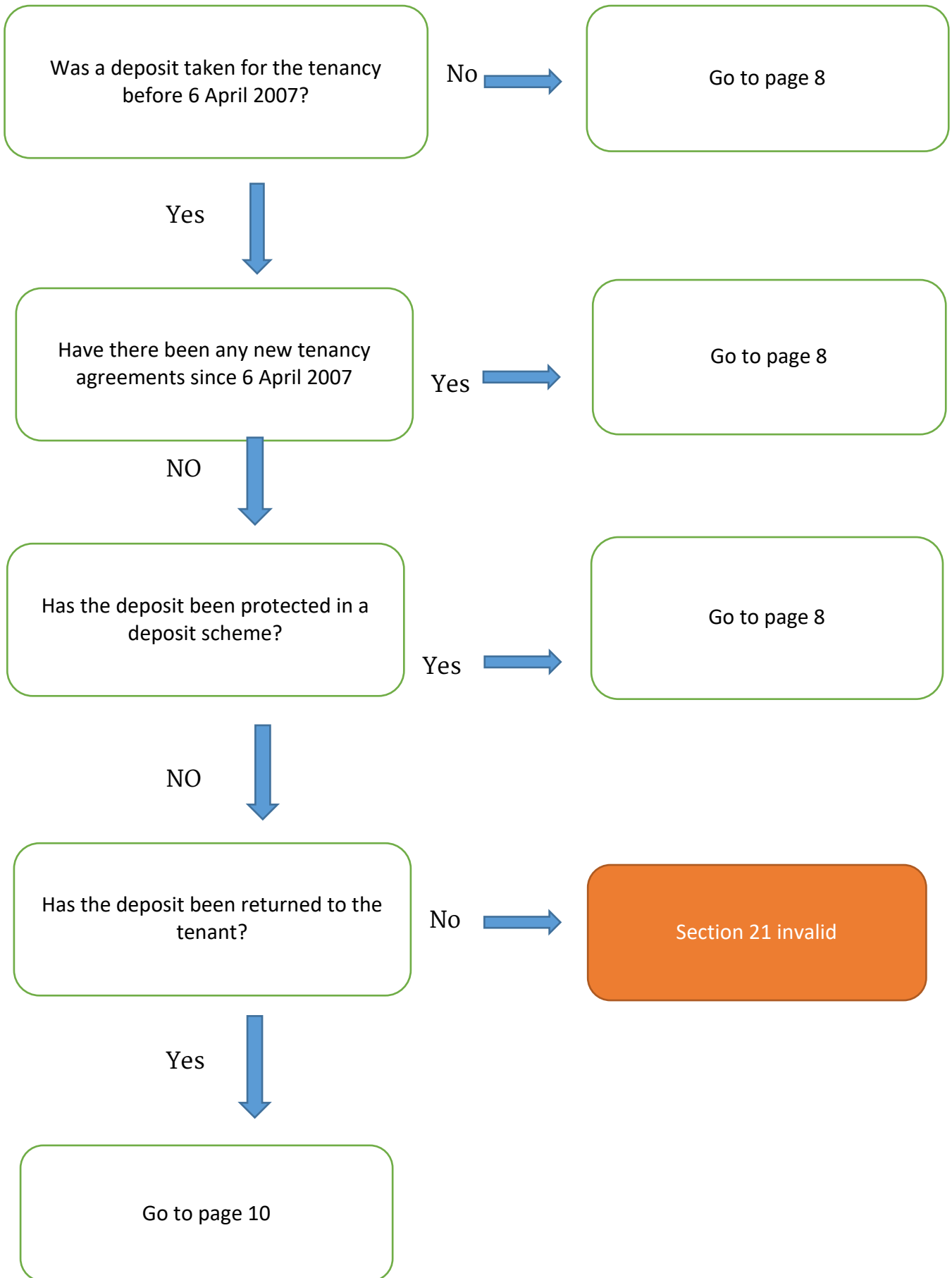


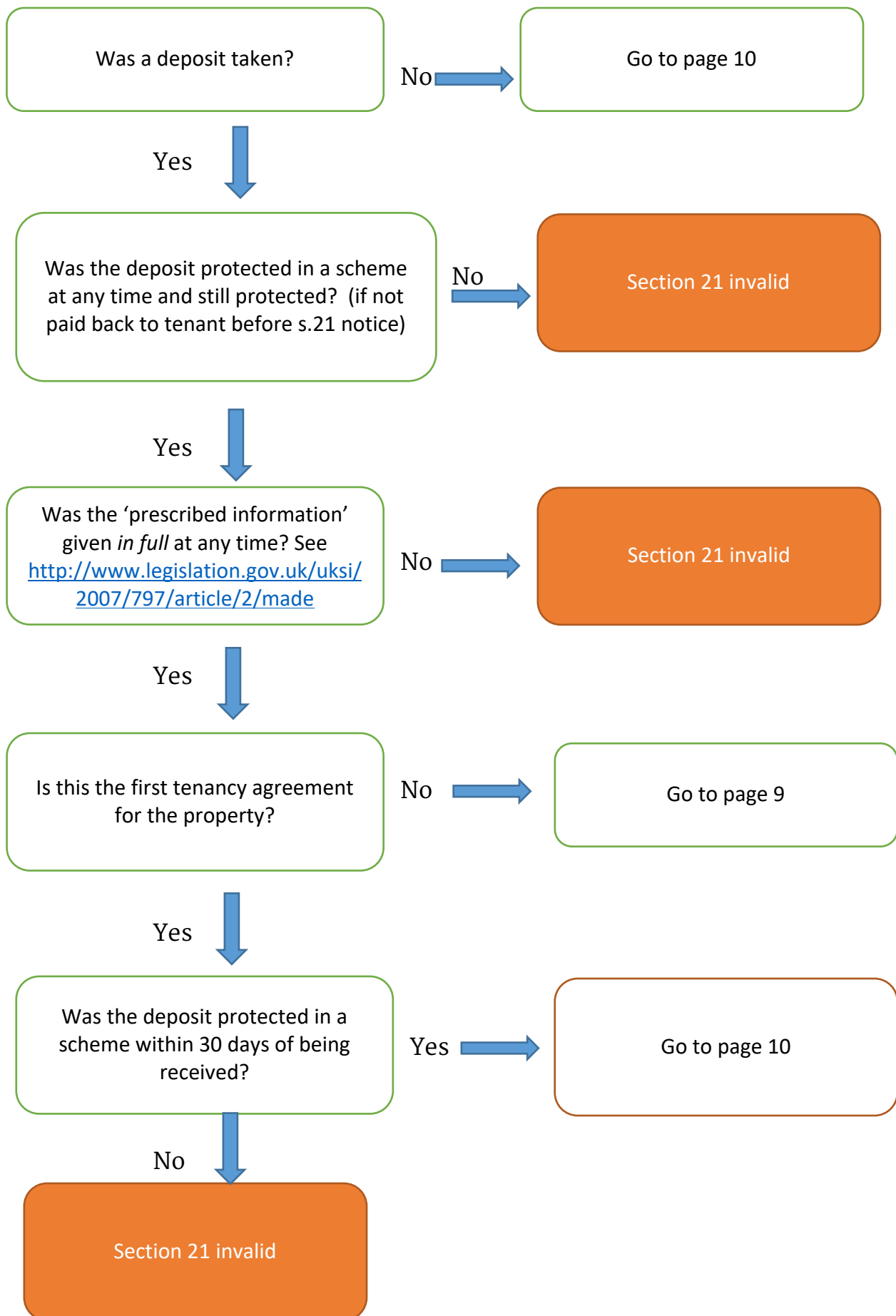
Grey area: While s.21(4)(a) notices no longer have to expire on the last day of a period of the tenancy, and s.21(4)(a) only really applies to tenancies that have been periodic from the very start (or a contractual periodic), where the period of a tenancy is such as to require more than 2 months notice (eg quarterly, or annual), the question here is did the s.21(4)(a) notice period expire more than 4 months ago.



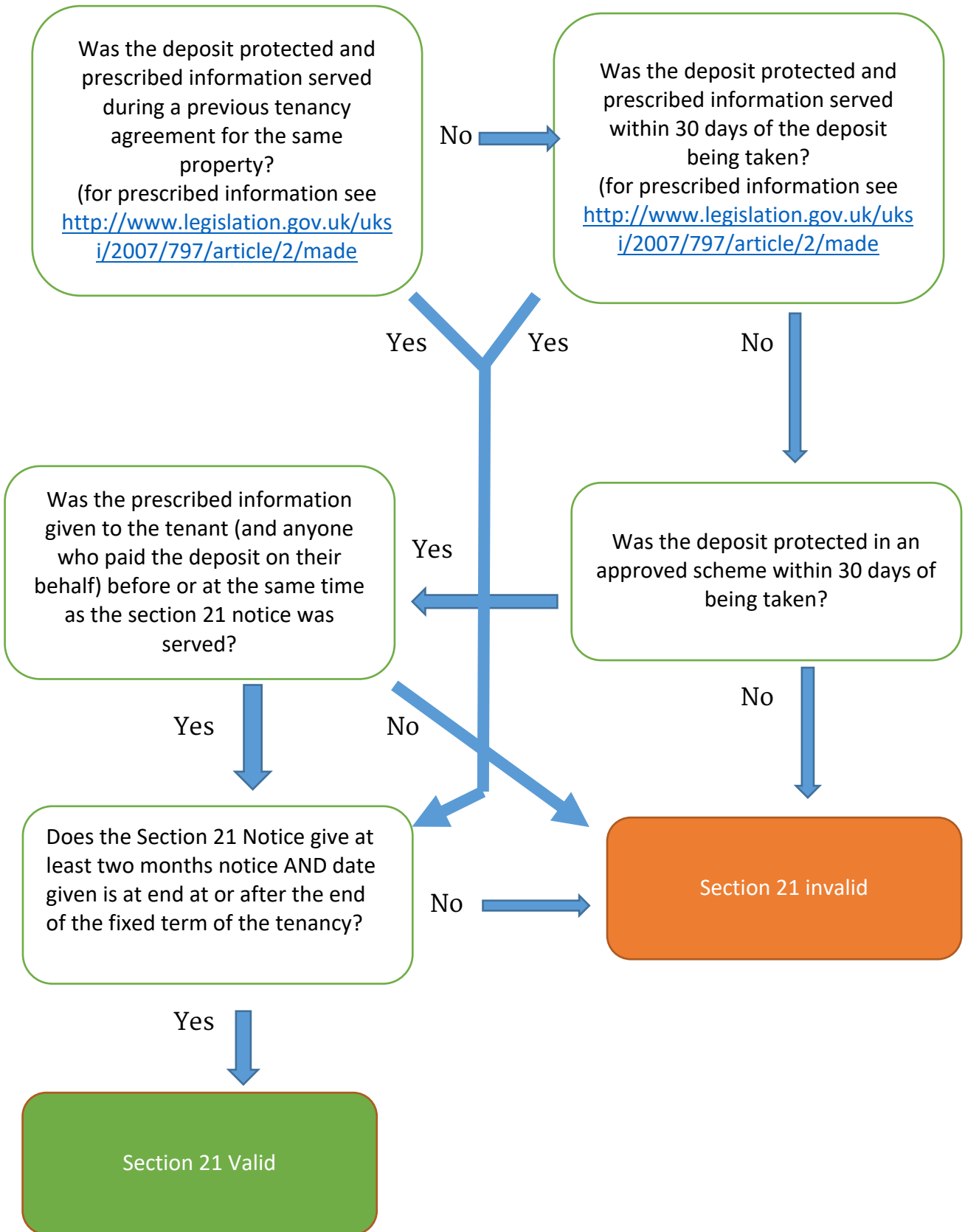


Grey area: Pre 1 October 2015 tenancies. There are different views on whether s.37 Deregulation Act 2015 made the use of Form 6A prescribed as of 1 October 2018, or whether further regulations are required. This may be an issue for case law if there are no new regulations.

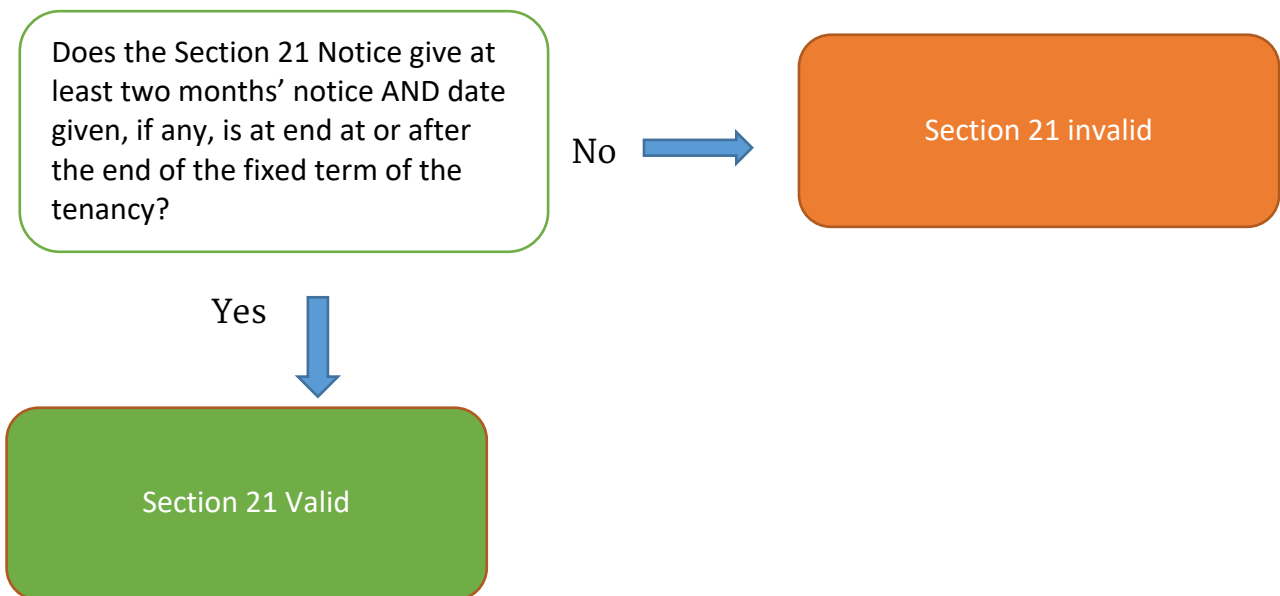








Subject to court decisions, See <http://nearlylegal.co.uk/category/housing-law-all/deposits/>



(Possibly, subject to details of notice being right, service being made on all tenants and so on)

Grey boxes are 'grey areas' and notes are provided in grey on the same page.

S.21(4)(a) notices are no longer required, except for tenancies that were periodic from the very start, or became periodic contractually rather than as a statutory periodic, and even then, they no longer have to specify an expiry date that is the end day of a period of the tenancy.

All the requirements of the chart above must be met.