



CLIENT CARE LETTER

Possession Claims — Section 8 Housing Act 1988

Thank you for instructing Amin Haque Solicitors. This letter sets out the terms on which we will act for you, the scope of the work we will carry out, the fees that apply, and the risks you need to understand before proceeding. Please read it carefully alongside our Terms of Business, which together form the agreement between us.

By proceeding with your instructions, you confirm that you have read and understood both documents. If you have any questions before proceeding, please contact us before returning the acceptance form.

1. Responsibility for Your Matter

Nurul Haque, Solicitor and Director, has overall responsibility for your matter. Other members of the team will assist from time to time to ensure continuity of service. If the person handling your matter changes, you will be notified promptly.

Please contact us if you have any queries. If the fee earner responsible is unavailable, please speak to a colleague or leave a message. Please note that support staff are not authorised to give legal advice.

2. Scope of Work

The work we will carry out depends on the service you have selected. Subject to the package chosen, our services cover:

- Reviewing your documents and advising on whether the chosen ground is available
- Preparing and serving the relevant Section 8 notice in the prescribed form
- Preparing and issuing court proceedings for possession (where the full package is selected)
- Preparing a witness statement in support of your claim
- Attending the first possession hearing (Section 8 full package — first hearing only)
- Instructing the bailiff following a possession order (where included in the package)

Where we prepare and serve the notice, service is by first class post unless you have specifically requested and paid for an alternative method of service.

IMPORTANT — WHAT IS NOT INCLUDED IN THE FIXED FEE



The fixed fee does not cover: defended cases; appeals; counterclaims; applications to set aside; any hearing beyond the first hearing; telephone chasing of courts or bailiff companies (see section 9); or any work arising from your tenant raising a disrepair, discrimination or other counterclaim.

If your tenant defends the claim, our hourly rate will apply from the date the defence is received. We will notify you as soon as a defence is received and will not undertake further work without your instruction to proceed at the hourly rate.

3. Grounds for Possession — Section 8 Housing Act 1988

All possession claims under Section 8 are based on one or more grounds set out in Schedule 2 to the Housing Act 1988 (as amended by the Renters' Rights Act 2025). The grounds we act upon are:

Ground	Name	Type	Key Point
Ground 1	Landlord / Family Occupation	Mandatory	4-month notice. Cannot use in first 12 months of tenancy. Restricted reletting applies.
Ground 1A	Landlord Intends to Sell	Mandatory	4-month notice. New ground — RRA 2025. Cannot use in first 12 months. Restricted reletting applies even if sale falls through.
Ground 6	Redevelopment	Mandatory	4-month notice. Landlord must have owned property before tenancy began.
Ground 7A	Serious ASB (Court Conviction)	Mandatory	4-week notice (can be shorter). Court conviction required.
Grounds 8, 10 & 11	Rent Arrears	G8: Mandatory G10/11: Discretionary	4-week notice. 3 months' arrears required for Ground 8 (increased from 2 months). Always plead all three together.
Ground 13	Deterioration of Property	Discretionary	2-week notice. Court must find it reasonable to grant possession.
Ground 14	Anti-Social Behaviour / Nuisance	Discretionary	2-week notice. Court must find it reasonable to grant possession.

Mandatory grounds: if the ground is proved, the court must grant possession. Discretionary grounds: the court must also be satisfied it is reasonable to grant possession. We will advise you on which ground or grounds apply to your circumstances.

4. Pre-Action Obligations — What You Must Have in Place

Before any Section 8 notice can be served, the following must be satisfied. Failure to comply will affect the validity of your claim:

- Deposit protection: if you took a deposit, it must be held in an authorised scheme (DPS, MyDeposits or TDS) and the prescribed information must have been served on your tenant.



This is an absolute bar to possession (except for Grounds 7A and 14). Authority: Housing Act 2004 s.215 as amended by Renters' Rights Act 2025 s.26.

- Tenant Fees Act compliance: no prohibited payment or excess deposit can be outstanding. Authority: Tenant Fees Act 2019.

We will carry out a pre-action review of your documents as part of every instruction. If we identify any compliance issues, we will advise you in writing before the notice is served.

5. Important Points Specific to Certain Grounds

Grounds 1 and 1A — restricted reletting (criminal offence):

If possession is obtained under Ground 1 (landlord or family occupation) or Ground 1A (sale), you must not re-let the property, market it for re-letting, or use it as a holiday or short-term let for a period of 12 months from the later of: (a) the date specified in the notice as the earliest date for proceedings, or (b) the date the possession claim is filed at court. This restriction applies to Ground 1A even if the sale subsequently falls through. It is a criminal offence to breach this restriction. Authority: Housing Act 1988 s.20F as inserted by RRA 2025 s.14.

Grounds 1 and 1A — reasonable belief (criminal offence):

You must have a genuine and reasonable belief that the ground you are relying upon is valid at the date the notice is served. It is a criminal offence to serve a notice under these grounds without that reasonable belief. Authority: Housing Act 1988 s.16J as inserted by RRA 2025 s.14.

Ground 8 — threshold change:

The minimum rent arrears threshold for Ground 8 has increased from 2 months to 3 months (or 13 weeks for weekly or fortnightly tenancies). This applies at both the date of the notice and the date of the possession hearing. We will always plead Grounds 10 and 11 alongside Ground 8 to protect your position if arrears reduce before the hearing.

6. Proof of Identity

We are required by law to verify the identity of all clients. This is a legal requirement designed to prevent money laundering and financial crime. It does not imply any wrongdoing on your part.

Please provide:

- One form of photo identification: current signed passport or photo card driving licence
- One proof of address: utility bill or bank statement (not a mobile phone bill) in your name at your current address, no more than three months old

Please provide copies only — do not send originals. Copies may be provided by post or email to landlords@aminhaque.co.uk.



7. Costs and Fees

Our fees are charged on a fixed fee basis for straightforward matters, and on an hourly rate for complex matters and defended cases. The fees applicable to your instruction are set out below.

A. Section 8 Notices — Stage 1 (Notice Only)

Service	Fee (ex VAT)	VAT @ 20%	Total (inc VAT)	Notes
Grounds 8, 10 & 11 — Rent Arrears Notice	£125.00	£25.00	£150.00	Fixed fee. Non-refundable.
Ground 1 — Landlord / Family Occupation Notice	£166.67	£33.33	£200.00	Fixed fee. Non-refundable.
Ground 1A — Landlord Intends to Sell Notice	£166.67	£33.33	£200.00	Fixed fee. Non-refundable.
Grounds 6, 7A, 13, 14 — Notice	From £291.67	@ 20%	From £350.00	Hourly rate. Guideline from £350 inc VAT. Confirmed after review.
Additional tenant (per tenant)	£75.00	£15.00	£90.00	Per additional tenant on the tenancy. Strongly recommended.

B. Section 8 Full Package (Notice + Court Proceedings + First Hearing + Bailiff Instruction)

Service	Fee (ex VAT)	VAT @ 20%	Total (inc VAT)	Notes
Full Package — Grounds 8/10/11, Ground 1 or Ground 1A	See below	Included	£1,495.00	See disbursements note below.

The Full Package fee of £1,495.00 includes our professional fees, VAT, court fee (£404.00) and advocate fee (£168.00). The bailiff fee (£148.00) is payable separately once a possession order is obtained.

C. Paying in Stages

Service	Fee (ex VAT)	VAT @ 20%	Total (inc VAT)	Notes
Stage 1 — Notice (G8/10/11, G1, G1A)	See Section A above	—	See above	Non-refundable.
Stage 2 — Court Proceedings (professional fee)	£700.00	£140.00	£840.00	Plus court fee £404 and advocate fee £168.
Stage 3 — Bailiff Instruction	£146.00	£29.20	£175.20	Plus bailiff fee £148.00.

D. Hourly Rate Matters and Defended Cases



Service	Fee (ex VAT)	VAT @ 20%	Total (inc VAT)	Notes
Grounds 6, 7A, 13, 14 — all stages	£177.00/hr	@ 20%	£212.40/hr	Estimate provided before proceedings issued.
Defended cases (all grounds)	£177.00/hr	@ 20%	£212.40/hr	Applies from date defence received.

E. Other Fees and Services

Service	Fee (ex VAT)	VAT @ 20%	Total (inc VAT)	Notes
Section 3 / Section 48 Notice	£75.00	£15.00	£90.00	Standalone notice.
Section 13 Rent Increase Notice	£250.00	£50.00	£300.00	Preparation only.
Review / Cancellation — Full Package only	£240.00	£48.00	£288.00	See section 8 below.
Witness Statement (notice not served by us)	£177.00	£35.40	£212.40	Proof of service required.
Certificate of Service	£146.00	£29.20	£175.20	Where landlord / agent served notice.
Service by Special Delivery (per notice)	£30.00	£6.00	£36.00	Per notice — multiple if multiple tenants.
High Court transfer application	£350.00	£70.00	£420.00	Plus court fee £123, writ £78, enforcement fees.
Hastings / Clerkenwell & Shoreditch surcharge	£210.00	£42.00	£252.00	Additional travel and time.
Contractual costs recovery preparation	£350.00 on account	—	—	Written instruction and costs clause in tenancy required.

8. Non-Refundable Notice Fee Policy

IMPORTANT — PLEASE READ CAREFULLY

Notice fees are non-refundable in all circumstances.

When you instruct us to serve a Section 8 notice, you are paying for our time in reviewing your documents, assessing whether the ground is available, advising you on compliance, and preparing the notice. This work is carried out regardless of whether the notice is ultimately served.



If, following our review, it transpires that you do not qualify to serve a notice on the ground selected — for example because the deposit was not protected, the tenancy is not old enough, or the evidence is insufficient — the notice fee is still payable. You will receive our written advice on what steps you need to take before you can proceed.

There are no refunds on notice fees under any circumstances, including where the tenant vacates before the notice is served, where you decide not to proceed, or where we are unable to serve the notice due to deficiencies in your documents.

9. Disbursements and Price Changes

Disbursements are costs we pay to third parties on your behalf. The principal disbursements in possession proceedings are:

- Court fee: £404.00 (current as at April 2026)
- Advocate fee: £168.00 (current as at April 2026)
- Bailiff fee: £148.00 (current as at April 2026)
- Barrister fee: quoted when required

These fees are set by the Ministry of Justice and are subject to change, typically in line with inflation and usually with little or no advance notice. The figures quoted above are correct as at the date of this letter.

If any disbursement increases between the date of your instruction and the date it falls due for payment, you will be required to pay the increased amount. This applies whether you have taken a full package or are paying in stages. We will notify you of any increase as soon as we are aware of it.

Full Package clients: payment of the package fee does not fix the disbursement amounts. If the court fee, advocate fee or bailiff fee increases before the relevant stage is reached, you will be required to pay the difference.

10. Recovery of Your Costs

Undefended cases:

If your case is undefended, your recoverable costs are limited to the court fee (£404.00) and a nominal fixed sum of £69.50. You cannot recover our professional fees in an undefended case.

Contractual costs:

If your tenancy agreement contains a clause entitling you to recover your legal costs from your tenant, we can prepare a statement of costs for filing with the court. This requires a separate instruction in writing and a payment on account of £350.00 before we prepare the statement. Please check your tenancy agreement before instructing us on this.

**Defended cases:**

If your tenant defends the claim, the court has a discretion to award costs. Not all costs are recoverable as of right, and if your tenant has legal aid, you will not be able to recover costs without the court's permission, which is rarely granted. We will advise you on the costs position once a defence is received.

11. Defended Cases and Hourly Rate

If your tenant serves a defence, our hourly rate of £177.00 plus VAT (£212.40 including VAT) will apply from the date the defence is received. All work from that point — reviewing the defence, advising you, preparing for further hearings, attending hearings beyond the first, instructing counsel, taking witness statements — will be charged at the hourly rate.

We will notify you immediately when a defence is received. If you do not wish us to continue at the hourly rate, you must tell us in writing and we will stop work until a fee is agreed. If you do not instruct us to stop, we will assume you wish us to continue and you will be liable for all time incurred.

We will provide regular costs updates on defended matters and will invoice periodically. Invoices are payable within 14 days. We reserve the right to cease acting if invoices are not paid.

12. Chasing and Follow-Up

Our fixed fee includes email chasing of the court and bailiff only. Telephone chasing of courts and bailiff is not included in the fixed fee because of the significant time involved — calls routinely involve waiting times in excess of 90 minutes.

If you require telephone chasing, this will be charged at our hourly rate. We will always attempt to resolve matters by email in the first instance, which we recommend as it creates a written record.

We will provide updates when there are material developments in your case. We are not able to provide daily or weekly updates when there is nothing new to report without charging for this time.

13. Review and Cancellation Fees

Full package:

If you have taken the full package and instruct us to proceed to court, but subsequently decide not to proceed after we have reviewed your file, a cancellation fee of £240.00 plus VAT (£288.00 including VAT) is payable. The only element of the full package fee that is refundable in these circumstances is the court fee, provided it has not already been paid to the court.

Notice-only instructions:

As set out in section 8 above, notice fees are non-refundable in all circumstances.

**Restart fee:**

If we do not receive instructions or documents from you within four weeks of our initial file review, we will need to carry out a full review again before proceeding. A further review fee will apply. This is because the legal position, including arrears figures and compliance status, may have changed.

14. Costs Risks — Important

IMPORTANT — COSTS RISKS IN POSSESSION PROCEEDINGS

Possession proceedings are court proceedings and carry costs consequences. If you lose the claim, or if the court finds that you acted improperly or without reasonable grounds, you could be ordered to pay your tenant's legal costs. This could amount to between £5,000 and £10,000 or more if your tenant is legally represented.

Before instructing us to issue court proceedings, please consider whether you have legal expenses insurance. If you have landlord insurance, check whether it includes legal expenses cover. Your insurer must be notified before notices are served in most cases.

We strongly recommend that you obtain legal expenses insurance before proceedings are issued if you do not already have it.

15. Timescales

It is not possible to give a precise timescale at the outset as this depends on factors outside our control, including court listing dates, the tenant's response, and local authority involvement. Typical timescales for undefended Section 8 possession claims are 12 to 20 weeks from issue of proceedings to obtaining a possession order, but this can be significantly longer if the matter is defended or if there are court delays.

We will keep you informed of progress throughout and will notify you of any significant delays.

16. Our Responsibilities

We will:

- Review your documents and provide written advice on eligibility and any missing items before the notice is served
- Keep you informed of material developments in your matter
- Notify you of anything that affects the overall cost of your matter
- Respond to correspondence within 2 to 7 working days
- Advise you on whether the expected outcome justifies the costs and risks involved



17. Your Responsibilities

You must:

- Provide us with accurate and complete information. If any information you provide is false, inaccurate or misleading, we may need to withdraw from your matter
- Respond to our correspondence promptly
- Provide clear and timely instructions when requested
- Pay invoices within 14 days of the invoice date
- Notify us immediately if your circumstances change — for example, if your tenant vacates, makes a payment, or makes a complaint
- Confirm in writing if you have legal expenses insurance and provide policy details before we issue any proceedings

18. No Guarantee of Outcome

We will use our best endeavours to obtain a possession order for you. We cannot guarantee success. Possession proceedings depend on many factors outside our control, including the quality of your evidence, the strength of your tenant's defence, and the assessment of the judge. By instructing us, you acknowledge that you understand these risks.

19. Limitation of Liability

Our liability to you in connection with this matter is limited to the fees you have paid to us. We will not be liable for any indirect or consequential loss, including loss of rental income, loss of profit, or other financial loss arising from the conduct of this matter. We will not be liable for losses arising from your failure to provide accurate information or to respond to our correspondence promptly.

These limitations do not affect your rights under the Solicitors Regulation Authority compensation arrangements.

20. Payment Terms

Fees are payable in advance unless otherwise agreed. Invoices are due within 14 days. We reserve the right to cease acting if fees are not paid and to charge interest on overdue amounts at 8% per annum above the Bank of England base rate.

Payment may be made by bank transfer to:

Bank: Lloyds Bank
Account Name: Amin Haque Client Account
Sort Code: 30-91-91
Account Number: 33237168



Please include your name and matter reference with all payments.

21. Legal Aid

We do not hold a Legal Aid franchise and are unable to act on a publicly funded basis. If you believe you may be eligible for Legal Aid, please contact the Legal Services Commission or Citizens Advice Bureau for details of firms that provide Legal Aid in your area.

We look forward to acting for you. Please sign and return the enclosed acceptance form confirming that you have read and understood this letter and our Terms of Business and that you wish us to proceed.

If you have any questions about anything in this letter before signing, please do not hesitate to contact us.

Yours sincerely

Nurul Haque

Solicitor | Director

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