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STATUTORY INSTRUMENTS

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**1993 No. 2174 (L.22)**

**COUNTY COURTS**

**PROCEDURE**

**The County Court (Forms) (Amendment No. 2) Rules 1993**

*Made* - - - - *17th August 1993*

*Coming into force* - - *1st November 1993*

- 1.—(1) These Rules may be cited as the County Court (Forms) (Amendment No. 2) Rules 1993.  
(2) In these Rules, a form referred to by number means the form so numbered in the Schedule to the County Court (Forms) Rules 1982(1) and “the Schedule” means that Schedule.
2. There shall be substituted in the Schedule, for forms N.2, N.5, N.6, N.26, N.27, N.27(1), N.27(2), N.28, N.29 and N.31, the forms contained in Schedule 1 to these Rules.
3. There shall be inserted in the Schedule, after forms N.5, N.11, N.26 and N.118, the forms contained in Schedule 2 to these Rules.
4. Form N.7 in the Schedule shall be omitted.

The undersigned members of the Rule Committee appointed by the Lord Chancellor under section 75 of the County Courts Act 1984(2), having made these Rules, certify them and submit them to the Lord Chancellor.

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(1) S.I. 1982/586; the relevant amending instruments are S.I. 1984/879, 1985/567, 1986/1505, 1988/279, 1989/886, 1918, 1990/517, 1991/1132 and 1992/2040.  
(2) 1984 c. 28; section 75 was amended by the Courts and Legal Services Act 1990 (c. 41), sections 2(4), 16, Schedule 18, paragraph 47.

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I allow these Rules, which shall come into force on 1st November 1993.


*Mackay of Clashfern, C.*  
*Frank J. White*  
*R. H. Hutchinson*  
*J. H. Wroath*  
*Margaret Wilby*  
*Peter Birts*  
*Henrietta Manners*  
*E. C. Gee*  
*R. J. Winstanley*

Dated 17th August 1993

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SCHEDULE 1

SCHEDULE 1



## County Court Summons

Plaintiff's full name and address

Plaintiff's Solicitor's address

Ref. Tel No

Defendant's full name (including title e.g. Mr, Mrs or Miss) and address

Give a brief description of type of claim

Particulars of the plaintiff's claim against you

My claim is worth    £5000 or less     over £5000

All cases over £1000

I would like my case decided by    trial     arbitration

Signed  
Plaintiff or plaintiff's solicitor  
(or see enclosed "Particulars of claim")

Case Number	Always quote this.	
<b>In the</b>		
<b>County Court</b>		
The court office is open from 10am to 4 pm Monday to Friday		
Telephone:		

Seal

This summons is only valid if sealed by the court.  
If it is not sealed it should be sent to the court.

Keep this summons, you may need to refer to it

What the plaintiff claims from you

Amount claimed	see particulars
Court fee	
Solicitor's costs	
<b>Total Amount</b>	

Summons issued on \_\_\_\_\_

What you should do

You have 21 days (16 days if you are a limited company served at your registered office) from the date of the postmark to either

- defend the claim by filling in the back of the enclosed form and sending it to the court;
- OR
- admit the claim and make an offer of payment, by filling in the front of the enclosed reply form and sending it to the court.

If you do nothing judgment may be entered against you.

Please read the information on the back of the form. It will tell you more about what to do

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## SCHEDULE 1—continued

### Please read this page : it will help you deal with the summons

#### If you dispute all or part of the claim

You may be entitled to help with your legal costs. Ask about the legal aid scheme at any county court office, citizens' advice bureau, legal advice centre or firm of solicitors displaying the legal aid sign.

- Say how much you dispute in the part of the enclosed form for defending the claim and return it to the court. The court will tell you what to do next.
- If you dispute only part of the claim, you should also fill in the part of the form for admitting the claim and pay the amount admitted into court.
- If the court named on the summons is not your local county court, and/or the court for the area where the reason for the claim arose, you may write to the court named asking for the case to be transferred to the county court of your choice. You must explain your reasons for wanting the transfer. However, if the case is transferred and you later lose the case, you may have to pay more in costs.

#### How the claim will be dealt with if defended

If the claim is worth £1,000 or less it will be dealt with by arbitration (small claims procedure) unless the court decides the case is too difficult to be dealt with in this informal way. Costs and the grounds for setting aside an arbitration award are strictly limited. If the claim is for £1,000 or less and is not dealt with by arbitration, costs, including the costs of help from a legal representative, may be allowed.

If the claim is worth over £1000 it can still be dealt with by arbitration if either you or the plaintiff asks for it and the court approves. If your claim is dealt with by arbitration in these circumstances, costs may be allowed.

#### If you want to make a claim against the plaintiff

This is known as a counterclaim

Fill in the part of the enclosed form headed 'Counterclaim'. If your claim is for more than the plaintiff's claim you may have to pay a fee - the court will let you know. Unless the plaintiff admits your counterclaim there will be a hearing. The court will tell you what to do next.

#### If you admit the claim or any part of it

- You may pay an appropriate amount into court to compensate the plaintiff (see **Payments into Court** box on this page), accompanied by a notice (or letter) that the payment is in satisfaction of the claim. If the plaintiff accepts the amount paid he is also entitled to apply for his costs.
- If you need time to pay, complete the enclosed form of admission and give details of how you propose to pay the plaintiff. If your offer is accepted, the court will send an order telling you how to pay. If it is not accepted, the court will fix a rate of payment based on the details given in your form of admission and the plaintiff's comments. Judgment will be entered and you will be sent an order telling you how and when to pay.
- If the plaintiff does not accept the amount paid or offered, the court will fix a hearing to decide how much you must pay to compensate the plaintiff. The court will tell

you when the hearing, which you should attend, will take place.

#### General information

- If you received this summons through the post the date of service will be 7 days (for a limited company at its registered office, the second working day) after the date of posting as shown by the postmark.
- You can get help to complete the enclosed form and information about court procedures at any county court office or citizens' advice bureau. The address and telephone number of your local court is listed under 'Courts' in the phone book.
- Please address forms or letters to the Chief Clerk.
- Always quote the whole of the case number which appears at the top right corner of the front of this form; the court is unable to trace your case without it.

#### Registration of judgments

If the summons results in a judgment against you, your name and address may be entered in the Register of County Court Judgments. This may make it difficult for you to get credit. A leaflet giving further information can be obtained from the court.

#### Interest on judgments

If judgment is entered against you and is for more than £5000, the plaintiff may be entitled to interest on the total amount.

#### Payments into Court

You can pay the court by calling at the court office which is open 10 am to 4 pm Monday to Friday

You may only pay by:

- cash
- banker's or giro draft
- cheque supported by a cheque card
- cheque (unsupported cheques may be accepted, subject to clearance, if the Chief Clerk agrees)

Cheques and drafts must be made payable to HM

Paymaster General and crossed.

Please bring this form with you.

#### By post

You may only pay by:

- postal order
- banker's or giro draft
- cheque (cheques may be accepted, subject to clearance, if the Chief Clerk agrees).

The payment must be made out to HM Paymaster

General and crossed.

This method of payment is at your own risk.

And you must:

- pay the postage
- enclose this form
- enclose a self addressed envelope so that the court can return this form with a receipt

The court cannot accept stamps or payments by bank and giro credit transfers.

Note: You should carefully check any future forms from the court to see if payments should be made directly to the plaintiff

#### To be completed on the court copy only

Served on:

By posting on:

Officer:

This summons was returned by the Post Office marked 'Gone Away' on:

N2 Default summons (amount not fixed)

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SCHEDULE 1—continued



**Summons for possession of property**

Plaintiff's full name  
address

Name and address for service and payment.  
(if different from above)  
Ref / Tel no.

Defendant's full name (including title e.g. Mr, Mrs or Miss) and address

Case No.	Always quote this number
<b>In the</b>	
<b>County Court</b>	
The court office is open from 10am to 4 pm Monday to Friday	
Telephone :	



The plaintiff (your landlord or mortgage lender) is **claiming possession**

of

for the reasons given in the attached particulars of claim.

The plaintiff is also making a claim for money.  
*( details are given in the particulars of claim )*

**WHAT THIS MEANS**

- On the date set out below, the court will decide whether or not you have to leave , and if you have to leave, when.

**WHAT YOU SHOULD DO**

- **Get help and advice immediately** from a solicitor or any of the advice agencies on the attached list.
- Make sure the court knows as much about your circumstances as possible by :
  - **filling in the reply form** attached to this summons, and
  - **coming to the hearing**

*( The notes on the back of this form give you more information about what you should do.)*

The court will make its decision

on 

at

 am/pm

at

Court fee	
Solicitor's costs	
<b>Total amount</b>	
Summons issued on	

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## SCHEDULE 1—continued

### Important notes to help you

No one can evict you from your home unless the court lets them. The court will not make a decision before the date shown on the front of the form. In certain cases the court can:

- allow you a reasonable time to pay rent arrears or the amount borrowed and let you stay in the property;
- decide not to make a possession order;
- give you time to find somewhere else to live, or
- (for mortgage cases regulated by the Consumer Credit Act only) look at the original loan agreement and decide if it is fair.

But, the court cannot decide any of these things unless it knows about your circumstances. To make sure of this, fill in the reply form and come to the hearing, even if you have reached agreement about repayment with your landlord or mortgage lender since the summons was issued.

#### Filling in the reply form

- You must fill in the reply and make sure it reaches the court **within 14 days after the date of service**. The date of service will be 7 days after the court posted the summons to you. The postmark will tell you when this was.
- Fill in the reply form and take or send it to the court even if you cannot come to the hearing.
- If you need help to fill it in you can get it from:
  - any county court;
  - any of the advice agencies on the attached list;
  - a solicitor.
- Keep the summons and a copy of your reply form. The court will send a copy of your completed reply to the plaintiff.
- If you do not pay within the time stated on any order, the order will be registered when the plaintiff takes steps to enforce payment.

#### Interest on judgments

- If the money judgment entered against you is for more than £5000, the plaintiff may be entitled to interest on the total amount.

#### How to pay

- **PAYMENT(S) MUST BE MADE to the person named at the address for payment quoting their reference and the court case number.**
- **DO NOT bring or send payments to the court. THEY WILL NOT BE ACCEPTED.**
- You should allow **at least 4 days** for your payments to reach the plaintiff or his representative. **Ask for a receipt.**
- Make sure that you keep records and can account for all payments made. Proof may be required if there is any disagreement. It is not safe to send cash unless you use registered post.
- A leaflet giving further advice about payment can be obtained from the court.
- If you need more information you should contact the plaintiff or his representative.

#### Disagreeing with the claim

- If you disagree with the claim it is even more important that you get help, fill in the reply form and come to the hearing. You may be able to get help with your legal costs. Ask about the legal aid scheme at any firm of solicitors showing the legal aid sign or at any advice agency. A leaflet about legal aid is available from any county court.



#### Registration of judgments

- If the court orders you to pay money to the plaintiff (a money judgment) and you do not pay, your name and address may be entered in the Register of County Court Judgments. **This may make it difficult for you to get credit.**
- If the money is paid in full within the time stated on the order, the order **will not be registered.**

Certificate of service

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**SCHEDULE 1—continued**



**Possession Summons  
(forfeiture and  
right of re - entry)**

Plaintiff's  
full name  
address

Name and  
address for  
service and  
payment  
costs to be  
paid by  
defendant

Ref / Tel no.

Defendant's  
full name  
(including  
title e.g. Mr,  
Mrs or Miss )  
and address

The plaintiff (your landlord) is **claiming possession**  
of

because you have not paid the rent due under the  
terms of your lease.

**WHAT THIS MEANS**

- On the date set out below, the court will decide:
  - whether or not you have to leave , and if you  
have to leave, when, and
  - how and when you must pay the arrears and costs.

**WHAT YOU CAN DO**

- You can :
  - pay all the rent and costs owing, or
  - fill in the attached form of reply, and
  - come to the hearing.

**( The notes on the back of this form give you more information about what you should do. )**

The court will make its decision

on  **at**  am/pm

at

Case No.	<small>Always quote this number</small>
<b>In the</b>	
<b>County Court</b>	
<small>The court office is open from 10am to 4 pm Monday to Friday</small>	
Telephone :	



Rent in arrears at date of issue of this summons	:
Court fee	:
Solicitor's costs	:
<b>Total amount</b>	:
Summons issued on	

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## SCHEDULE 1—continued

### What you can do

- You can pay all the unpaid rent and costs, including any rent which has become due since the summons was issued. **If you do this, the hearing will be cancelled and your lease will continue**
- The daily rate of rent is given in the particulars of claim. Add this amount for each day since the summons was issued to the total amount shown on the front of the summons. (See 'How to pay' box).
- You must pay all the money due at least **5 clear days** before the hearing. If you pay by cheque, allow enough time for the cheque to clear by this time.
- If you **do not pay** all the money, the hearing will go ahead. The plaintiff can ask for an order that you pay all the money owed and the costs. The court could order that you lose (forfeit) your lease. **This could result in your eviction from the property.**
- If you **cannot pay**, fill in the attached form of reply and attend the hearing. This will help the court decide if you should be allowed time to pay the arrears and stay in the property.
- If you need help to fill in the form you can get it from staff at any county court or an advice agency. A list of advice agencies in your area is attached.
- You must return the form of reply to the court within 14 days of service. The date of service will be 7 days after the court posted the summons to you. The postmark will tell you when this was.

### Registration of judgments

- If the court orders you to pay money to the plaintiff ( a money judgment) and you do not pay, your name and address may be entered in the Register of County Court Judgments. **This may make it difficult for you to get credit.**

- If the money is paid in full within the time stated on the order, the order will not be registered.
- If you **do not pay** within the time stated on the order, the order will be registered when the plaintiff takes steps to enforce payment.

### Interest on judgments

- If the the money judgment entered against you is for more than £5000, the plaintiff may be entitled to interest on the total amount.

### How to pay

- **PAYMENT(S) MUST BE MADE to the person named at the address for payment quoting their reference and the court case number .**
- **DO NOT bring or send payments to the court.THEY WILL NOT BE ACCEPTED.**
- You should allow at least 4 days for your payments to reach the plaintiff or his representative. **Ask for a receipt.**
- Make sure that you keep records and can account for all payments made. Proof may be required if there is any disagreement. It is not safe to send cash unless you use registered post.
- A leaflet giving further advice about payment can be obtained from the court.
- If you need more information you should contact the plaintiff or his representative.

Certificate of service



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SCHEDULE 1—continued

**Order for possession**  
(rented property)

Plaintiff

Defendant(s)

In the	
County Court	
Case No.	<small>Always quote this</small>
Plaintiff's Ref.	
Defendant's Ref.	



To the defendant(s)

**1** The court has decided that you should give the plaintiff possession of

This means you must leave the property on

**2** You must also pay to the plaintiff £ \_\_\_\_\_ for unpaid rent, use and occupation of the property and

<sup>(1)</sup> delete if not applicable (a) £ \_\_\_\_\_ for the plaintiff's costs of making the application for possession.

(b) the plaintiff's costs to be taxed\* on scale  
\* If the plaintiff's costs are to be taxed, that is looked at by a judge to decide if they are reasonable you will have to pay those costs within 14 days of taxation. You will be sent a copy of the plaintiff's bill and will be able to object to any amounts in it. The judge will decide if your objections are valid.

**3** You must pay:  
 (a) the total amount of £ \_\_\_\_\_ to the plaintiff on or before

(b) the total amount of £ \_\_\_\_\_ to the plaintiff by instalments of £ \_\_\_\_\_ per \_\_\_\_\_ the first instalment to be paid to the plaintiff on or before

**4** If you do not leave the property and pay the money owed by the dates given, the plaintiff can ask the court bailiff to evict you and remove your goods to obtain payment. This is called 'enforcing the order and money judgment'.

**5** Payments should be made to the plaintiff at the place where you would normally pay your rent. If you need more information about making payments you should contact the plaintiff. The court cannot accept any payments.

Date

Plaintiff's / Defendant's address

**Note**

If you do not pay the money when it is due and the plaintiff takes steps to enforce payment, the order will be registered in the Register of County Court Judgments. This may make it difficult for you to get credit. Further information about registration is available in a leaflet which you can get from any county court office.

The court office at

is open between 10 am and 4 pm, Monday to Friday. When writing to the court, please address forms or letters to the Chief Clerk and quote the case number

N26 (Order for possession (rented property)) (Order 22, rule 1(1))

*Status: This is the original version (as it was originally made). This item of legislation is currently only available in its original format.*

SCHEDULE 1—continued

**Judgment for plaintiff  
(forfeiture)  
(non payment of rent)**

Plaintiff

Defendant(s)

In the		County Court
Case No.	<i>Always quote this</i>	
Plaintiff's Ref.		
Defendant's Ref.		



To the defendant(s)

**1** The court has decided that you should give the plaintiff possession of

because you have not paid the rent due under the terms of your lease.

**2** You must also pay to the plaintiff £ for unpaid rent, £ for use and occupation of the property and

(a) £ for the plaintiff's costs of making the application for possession.

(b) the plaintiff's costs to be taxed\* on scale

\* If the plaintiff's costs are to be taxed, that is looked at by a judge to decide if they are reasonable you will have to pay those costs within 14 days of taxation. You will be sent a copy of the plaintiff's bill and will be able to object to any amounts in it. The judge will decide if your objections are valid.

**3** You must pay:

(a) the total sum of £ to the plaintiff on or before

(b) the total sum of £ to the plaintiff by instalments of £, the first instalment to be paid to the plaintiff on or before

**4** If you pay the unpaid rent and costs as set out in paragraph 3, the existing lease will continue and the plaintiff will no longer be entitled to possession of the property under this order. If you do not pay the amounts owing, the plaintiff can take steps to evict you and your goods may be sold or other enforcement proceedings taken to obtain payment. This is called 'enforcing the order and money judgment'.

**5** Payments should be made to the plaintiff at the place where you would normally pay your rent. If you need more information about making payments you should contact the plaintiff. The court cannot accept any payments.

Date

Plaintiff's / Defendant's address

Note

If you do not pay the money owed when it is due and the plaintiff takes steps to enforce payment, the order will be registered in the Register of County Court Judgments. This may make it difficult for you to get credit. Further information about registration is available in a leaflet which you can get from any county court office.

The court office at

is open between 10 am and 4 pm Monday to Friday. When writing to the court, please address forms or letters to the Chief Clerk and quote the case number.

N27 Judgment for plaintiff (forfeiture non payment of rent) (Order 22, rule 1(1))

**Status:** This is the original version (as it was originally made). This item of legislation is currently only available in its original format.

**SCHEDULE 1—continued**

**Judgment for plaintiff  
(forfeiture)  
(order refused under Rent Acts)**

**Plaintiff**

**Defendant(s)**

In the	
County Court	
Case No.	<i>Always quote this</i>
Plaintiff's Ref.	
Defendant's Ref.	



**To the defendant(s)**

**1** The court has decided that you should give the plaintiff possession of

because you have not paid the rent due under the terms of your lease, but that no steps should be taken to evict you under this order.

**2** You must also pay to the plaintiff £ \_\_\_\_\_ for unpaid rent, £ \_\_\_\_\_ for use and occupation of the property and

(a) £ \_\_\_\_\_ for the plaintiff's costs of making the application for possession.

(b) the plaintiff's costs to be taxed\* on scale

\* If the plaintiff's costs are to be taxed, that is looked at by a judge to decide if they are reasonable you will have to pay those costs within 14 days of taxation. You will be sent a copy of the plaintiff's bill and will be able to object to any amounts in it. The judge will decide if your objections are valid.

**3** You must pay :

(a) the total sum of £ \_\_\_\_\_ to the plaintiff on or before \_\_\_\_\_

(b) the total sum of £ \_\_\_\_\_ to the plaintiff by instalments of £ \_\_\_\_\_, the first instalment to be paid to the plaintiff on or before \_\_\_\_\_

**4** If you pay the total amount as set out in paragraph 3, your existing lease will continue. If you do not pay the amounts owing, the plaintiff can issue further proceedings to evict you.

**5** Payments should be made to the plaintiff at the place where you would normally pay your rent. If you need more information about making payments you should contact the plaintiff. The court cannot accept any payments.

**Date**

Plaintiff's/Defendant's address

**Note**

If you do not pay the money owed when it is due and the plaintiff takes steps to enforce payment, the order will be registered in the Register of County Court Judgments. This may make it difficult for you to get credit. Further information about registration is available in a leaflet which you can get from any county court office.

The court office at

is open between 10 am and 4 pm Monday to Friday. When writing to the court, please address forms or letters to the Chief Clerk and quote the case number.

N27(1) Judgment for plaintiff (forfeiture)(order refused under Rent Acts)(Order 22, rule 1(1))

*Status: This is the original version (as it was originally made). This item of legislation is currently only available in its original format.*

**SCHEDULE 1—continued**

**Judgment for plaintiff  
(forfeiture)  
(suspended under Rent Acts)**

**Plaintiff**

**Defendant(s)**

In the  County Court	
Case No.	<i>Always quote this</i>
Plaintiff's Ref.	
Defendant's Ref.	



To the defendant(s)

**1** The court has decided that you should give the plaintiff possession of

because you have not paid the rent due under the terms of your lease.

**2** You must also pay to the plaintiff £ \_\_\_\_\_ for unpaid rent, £ \_\_\_\_\_ for use and occupation of the property and

(a) £ \_\_\_\_\_ for the plaintiff's costs of making the application for possession.

(b) the plaintiff's costs to be taxed\* on scale  
\* If the plaintiff's costs are to be taxed, that is looked at by a judge to decide if they are reasonable you will have to pay those costs within 14 days of taxation. You will be sent a copy of the plaintiff's bill and will be able to object to any amounts in it. The judge will decide if your objections are valid.

**3** You must pay the total sum of £ \_\_\_\_\_ to the plaintiff on or before  
**If you do pay, the existing lease will continue and the plaintiff will no longer be entitled to possession of the property under this order.**

**4** If you cannot pay the total amount owing within the time mentioned in paragraph 3, you can still stay in the property. To be able to do this, you must pay the total sum by instalments of £ \_\_\_\_\_ per \_\_\_\_\_ in addition to the current rent. **Once the arrears and costs have been paid, the plaintiff will not be entitled to possession of the property under this order.**

**5** Payments should be made to the plaintiff at the place where you would normally pay your rent. If you need more information about making payments you should contact the plaintiff. The court cannot accept any payments.

**Date**

**Plaintiff's/ Defendant's address**

**Note**

If you do not pay the money owed when it is due and the plaintiff takes steps to enforce payment, the order will be registered in the Register of County Court Judgments. This may make it difficult for you to get credit. Further information about registration is available in a leaflet which you can get from any county court office.

The court office at \_\_\_\_\_ is open between 10 am and 4 pm Monday to Friday. When writing to the court, please address forms or letters to the Chief Clerk and quote the case number.

**Status:** This is the original version (as it was originally made). This item of legislation is currently only available in its original format.

SCHEDULE 1—continued

**Order for possession  
(possession suspended)**  
(rented property)

Plaintiff

Defendant(s)

In the		County Court
Case No.	<i>Always quote this</i>	
Plaintiff's Ref.		
Defendant's Ref.		



To the defendant(s)

**1** The court has decided that **unless** you make the payments as set out in paragraph 3 you must give the plaintiff possession of

on

**2** You must also pay to the plaintiff £ \_\_\_\_\_ for unpaid rent, use and occupation of the property and

(a) £ \_\_\_\_\_ for the plaintiff's costs of making the application for possession.

(b) £ \_\_\_\_\_ the plaintiff's costs to be taxed\* on scale  
\* If the plaintiff's costs are to be taxed, that is looked at by a judge to decide if they are reasonable you will have to pay those costs within 14 days of taxation. You will be sent a copy of the plaintiff's bill and will be able to object to any amounts in it. The judge will decide if your objections are valid.

**3** You must pay the plaintiff the total amount of £ \_\_\_\_\_ by instalments of £ \_\_\_\_\_ per \_\_\_\_\_ in addition to the current rent. The current rent is £ \_\_\_\_\_ per \_\_\_\_\_. The first payment of both these amounts must be made on or before \_\_\_\_\_. When you have paid the total amount mentioned, the plaintiff will not be able to take any steps to evict you as a result of this order.

**4** If you **do not pay** the money owed and costs by the dates given **and the current rent**, the plaintiff can ask the court bailiff to evict you and remove your goods to obtain payment. This is called 'enforcing the order and money judgment'.

**5** Payments should be made to the plaintiff at the place where you would normally pay your rent. If you need more information about making payments you should contact the plaintiff. The court cannot accept any payments.

Date

Plaintiff's / Defendant's address

Note

If you do not pay the money owed when it is due and the plaintiff takes steps to enforce payment, the order will be registered in the Register of County Court Judgments. This may make it difficult for you to get credit. Further information about registration is available in a leaflet which you can get from any county court office.

The court office at

is open between 10 am and 4 pm Monday to Friday. When writing to the court, please address forms or letters to the Chief Clerk and quote the case number.

N28 Order for possession (possession suspended) (rented property) (Order 22 rule 1(1))

Status: This is the original version (as it was originally made). This item of legislation is currently only available in its original format.

SCHEDULE 1—continued

**Order for possession**  
(mortgaged property)

Plaintiff

Defendant(s)

In the	
County Court	
Case No.	<small>Always quote this</small>
Plaintiff's Ref.	
Defendant's Ref.	



**1** To the defendant(s)  
 The court has decided that you should give the plaintiff possession of

This means you must leave the property on

**2** You must also pay to the plaintiff

to delete if not applicable

(a) £ \_\_\_\_\_ which is the amount outstanding under the mortgage

and

(b) the plaintiff's costs of making the application for possession which will be added to the amount outstanding under the mortgage.

(c) £ \_\_\_\_\_ for the plaintiff's costs of making the application for possession.

(d) the plaintiff's costs to be taxed\* on scale \_\_\_\_\_

\*If the plaintiff's costs are to be taxed, that is looked at by a judge to decide if they are reasonable, you will have to pay those costs within 14 days of taxation. You will be sent a copy of the plaintiff's bill and will be able to object to any amounts in it. The judge will decide if your objections are valid.

**3** You must pay the costs of £ \_\_\_\_\_ to the plaintiff:

(a) on or before \_\_\_\_\_

(b) by instalments of £ \_\_\_\_\_ per \_\_\_\_\_, the first instalment to be paid to the plaintiff on or before \_\_\_\_\_

**4** If you do not leave the property and pay any costs set out in paragraph 3, any amount mentioned in paragraph 2(a) (less any payments you have made) will immediately become payable. The plaintiff will also be able to ask the court bailiff to evict you and ask the court to take steps to obtain payment. This is called 'enforcing the order and money judgment'

**5** Payments should be made to the plaintiff at the place where you would normally pay your monthly repayments. If you need more information about making payments you should contact the plaintiff. The court cannot accept any payments.

Date \_\_\_\_\_

Plaintiff's / Defendant's address

**Note**  
 If you do not pay the money owed when it is due and the plaintiff takes steps to enforce payment, the order will be registered in the Register of County Court Judgments. This may make it difficult for you to get credit. Further information about registration is available in a leaflet which you can get from any county court office.

The court office at \_\_\_\_\_ is open between 10 am and 4 pm, Monday to Friday. When writing to the court, please address forms or letters to the Chief Clerk and quote the case number \_\_\_\_\_

N29 Order for possession (mortgaged property) (Order 22 rule 1(1))

**Status:** This is the original version (as it was originally made). This item of legislation is currently only available in its original format.

SCHEDULE 1—continued

**Order for possession  
(possession suspended)  
(mortgaged property)**

Plaintiff

Defendant(s)

In the		County Court
Case No.	<i>Always quote this</i>	
Plaintiff's Ref.		
Defendant's Ref.		



To the defendant(s)

**1** The court has decided that **unless** you make the payments as set out in paragraph 3 you must give the plaintiff possession of

on

**2** You must also pay to the plaintiff

5.11  
if not  
applicable

- (a) £ \_\_\_\_\_ for arrears due under the mortgage
  - (b) £ \_\_\_\_\_ which is the amount outstanding under the mortgage
  - (c) the plaintiff's costs of making the application for possession which will be added to the amount outstanding under the mortgage.
  - (d) £ \_\_\_\_\_ for the plaintiff's costs of making the application for possession.
  - (e) the plaintiff's costs to be taxed\* on scale
- \* If the plaintiff's costs are to be taxed, that is looked at by a judge to decide if they are reasonable you will have to pay those costs within 14 days of taxation. You will be sent a copy of the plaintiff's bill and will be able to object to any amounts in it. The judge will decide if your objections are valid.

**3** You must pay the plaintiff the arrears (and costs) by instalments of £ \_\_\_\_\_ per \_\_\_\_\_ in addition to the current repayments. The first payment of both these amounts should be made on or before \_\_\_\_\_. When you have paid the total amount of arrears (and costs) mentioned, the plaintiff will not be able to take any steps to evict you as a result of this order.

**4** If you do not make the payments as set out in paragraph 3, any amount mentioned in paragraph 2(a) (less any payments you have made) will immediately become payable. The plaintiff will also be able to ask the court bailiff to evict you and ask the court to take steps to obtain payment. This is called 'enforcing the order and money judgment'.

**5** Payments should be made to the plaintiff at the place where you would normally pay your monthly repayments. If you need more information about making payments you should contact the plaintiff. The court cannot accept any payments.

Date

Plaintiff's / Defendant's address

Note

If you do not pay the money owed when it is due and the plaintiff takes steps to enforce payment, the order will be registered in the Register of County Court Judgments. This may make it difficult for you to get credit. Further information about registration is available in a leaflet which you can get from any county court office.

The court office at

is open between 10 am and 4 pm, Monday to Friday. When writing to the court, please address forms or letters to the Chief Clerk and quote the case number.

N31 Order for possession (possession suspended mortgaged property) (Order22, rule1(1))

*Status: This is the original version (as it was originally made). This item of legislation is currently only available in its original format.*

SCHEDULE 2

SCHEDULE 2



**Application for possession (Assured tenancies)**

Plaintiff's full name and address

Name and address for service and payment (different from above) Ref / Tel No.

Defendant's name (including title e.g. Mr, Mrs or Miss) and address

Case No.	Always quote this number
<b>In the</b>	
<b>County Court</b>	
The court office is open from 10am to 4 pm Monday to Friday	
Telephone :	



The plaintiff (your landlord) is claiming possession of

**WHAT THIS MEANS**

- The court will be deciding whether or not you have to leave, and if you have to leave, when .

**You must act immediately - there will not normally be a court hearing.**

- **Read this application**, the information leaflet enclosed and the affidavit .
- **Get advice** from an advice agency ( a list of agencies is attached) or a solicitor.
- **Fill in the form of reply** and return it to the court office.

Court fee	
Solicitor's costs	
<b>Total amount</b>	
Application issued on	

More information about assured tenancies is available in Housing Booklet 19 (Assured Tenancies). The booklet is produced by the Department of the Environment. Your local Citizens Advice Bureau will have a copy.



## SCHEDULE 2—continued

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### Affidavit to support my application for possession

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**Paragraph 1**

Insert full name, address and occupation of person making this affidavit. Give the address of the property and delete words in brackets to show whether property is a house or part of one.

1

I,

make this affidavit to support my application for an order for possession of

which is a (dwelling - house) (part of a dwelling - house).

**Paragraph 2(a)**

Give the date of the current (or latest) written tenancy agreement. A copy of the agreement must be attached (exhibited) to this affidavit. It must contain all the terms of the agreement.

2

(a) On the            day of            19            , I entered into a written tenancy agreement with the defendant (s). A copy of that agreement, marked 'A', is exhibited to this affidavit. Both the tenancy and the agreement were made on or after 15 January 1989.

**Paragraph 2(b)**

Delete the words in brackets if the rent and duration of the tenancy are as set out in the written agreement. If either has changed, delete (i) or (ii) as appropriate.

(b) The current agreement relates to the same, or substantially the same, property. The terms are the same as set out in the agreement at paragraph 2(a) (except for :  
(i) the amount of rent to be paid. The current rent is  
£            per            ;  
(ii) the duration of the tenancy.)

**Paragraph 3**

Delete the words in brackets if there was no previous landlord.

3

Neither I, (nor the previous landlord) let the property mentioned above, or any other property, to the defendant(s) before 15 January 1989.

**Paragraph 4**

Delete the words in brackets, as appropriate, to show whether there is one or more defendant and whether the tenancy is an assured tenancy (i.e. you are claiming possession on one of the grounds set out in paragraph 7, or an assured shorthold tenancy). Give date when tenant(s) moved into the property.

4

The defendant(s) (is) (are) the original tenant(s) to whom the property was let under the assured (shorthold) tenancy agreement. The tenant(s) first occupied the property on

**Paragraph 5**

Delete the word in brackets to show whether the tenancy is an assured tenancy (i.e. you are claiming possession on one of the grounds set out in paragraph 7, or an assured shorthold tenancy).

5

The tenancy is an assured (shorthold) tenancy and not a protected, statutory or housing association tenancy under the Rent Act.

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Status: This is the original version (as it was originally made). This item of legislation is currently only available in its original format.

SCHEDULE 2—continued

Paragraph 6  
Delete the words in brackets to show whether the tenancy is an assured or an assured shorthold tenancy. Delete paragraphs (a) - (c) as appropriate to show how the latest tenancy agreement came about.

6

The tenancy is an assured (shorthold) tenancy :

- (a) It is subject to the written agreement referred to in paragraph 2(a) above.  
I have served a notice on the defendant(s) that I wish to have possession of the property.
- (b) The written agreement referred to in paragraph 2(a) has expired. There is now a further assured (shorthold) tenancy for an unspecified period. The terms of this tenancy are the same as in the written tenancy except as indicated at paragraph 2(b). Since the written agreement, there has not been a tenancy which was agreed orally and which was followed by a statutory tenancy,
- (c) The written agreement referred to in paragraph 2(a) has expired. There is now a further assured (shorthold) tenancy for a fixed period of \_\_\_\_\_ months. That period ends on the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_\_. The terms of this tenancy are the same as in the written tenancy except as indicated at paragraph 2(b).

Paragraph 7  
Delete the whole of this paragraph if the tenancy is an assured shorthold tenancy. If not, delete paragraphs (a) - (e) as appropriate to show the grounds on which you are claiming possession. Evidence to support those grounds must be given in paragraph 16.

7

The tenancy is an assured tenancy and I am seeking an order for possession on the following grounds :

- (a) At some time before the start of the tenancy (I) (a joint landlord) occupied the property as my main home. (The joint landlord's name is \_\_\_\_\_.)
- (b) (I) (a joint landlord) bought the property before the tenancy started and (I) (my husband) (my wife) (a joint landlord) (or the joint landlord's (husband) (wife) intend(s) to live in it as (my) (his) (her) main home. (The joint landlord's name is \_\_\_\_\_)
- (c) The tenancy was for a fixed term of eight months or less and, in the twelve months before the tenancy started, the property was let for a holiday.
- (d) The tenancy was for a fixed term of twelve months or less and, in the twelve month period before the tenancy started, the property was let to students by a specified educational establishment.
- (e) The property is held for use by a minister of religion as a residence from which to carry out (his) ( her) duties and is now needed for this purpose.

Paragraph 8  
Delete this paragraph if the tenancy is an assured tenancy or you are claiming possession on one of the grounds set out in paragraph 7 or the latest tenancy is an assured shorthold tenancy for a fixed period.

8

The fixed term tenancy has come to an end. No other assured tenancy exists except an assured shorthold tenancy for an unspecified period.

**Status:** This is the original version (as it was originally made). This item of legislation is currently only available in its original format.

## SCHEDULE 2—continued

**Paragraph 9**  
Delete this paragraph if the tenancy is an **assured tenancy** if you are claiming possession on one of the grounds set out in paragraph 7

**9** The assured shorthold tenancy was for a period of not less than six months. It did not follow an assured tenancy which was not an assured shorthold tenancy.

**Paragraph 10**  
Delete this paragraph if your tenancy is an **assured tenancy**, if you are claiming possession on one of the grounds in paragraph 7

**10** I could not end the tenancy earlier than six months after it began except where the tenant broke the terms of the tenancy agreement.

**Paragraph 11**  
Delete this paragraph if your tenancy is an **assured tenancy**, if you are claiming possession on one of the grounds in paragraph 7

**11** I did not serve a notice on the defendant(s), before the current assured shorthold tenancy expired, saying that any new tenancy would not be as an assured shorthold tenancy.

**Paragraph 12**  
Give the date on which the notice was served. A copy of the notice must be exhibited to this affidavit. Delete the words in brackets as appropriate

**12** A notice was served on the defendant (s) on the                      day of                      19                      which said (I might ask for possession) (confirming that the tenancy was to be an assured shorthold tenancy) . A copy of the notice, marked 'B', is exhibited to this affidavit.

**Paragraph 13**  
Give details of how the notice (in paragraph 12) was served e.g. delivered personally, by post, etc. Exhibit any proof of service e.g. recorded delivery slip, marking it 'B1'

**13**

**Paragraph 14**  
Give the date on which the notice was served and the length of notice given. A copy of the notice must be exhibited to this affidavit

**14** A further notice was served on the defendant(s) on the                      day of                      19                      which said I intended to make an application for possession of the property. A copy of that notice, marked 'C', is exhibited to this affidavit. The notice of                      month (s) has expired.

Status: This is the original version (as it was originally made). This item of legislation is currently only available in its original format.

SCHEDULE 2—continued

Paragraph 15  
Give details of how the notice (in paragraph 14) was served e.g. delivered personally, by post etc. Exhibit any proof of service e.g. recorded delivery slip, marking it 'C1'

15

[Empty box for Paragraph 15 details]

Paragraph 16  
Give details of further evidence you wish to use to prove your claim for possession. Exhibit any written document(s) which support that evidence marking them 'D1', 'D2' and so on

16

[Empty box for Paragraph 16 details]

Paragraph 17  
Insert address of property and the time within which you want possession. You may not make any claim for rent arrears

17

I ask the court to grant me an order for possession of

within \_\_\_\_\_ days and for payment of my costs of making this application.

Sworn at

in the \_\_\_\_\_ of  
this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_

Before me .....

Officer of a court, appointed by the Circuit Judge to take affidavits

**Status:** This is the original version (as it was originally made). This item of legislation is currently only available in its original format.

## SCHEDULE 2—*continued*

Certificate of service

*Status: This is the original version (as it was originally made). This item of legislation is currently only available in its original format.*

**SCHEDULE 2—continued**

**Form of reply to application for possession**

**(Assured tenancies)**

- Each of the questions in this form relates to a paragraph in the plaintiff's affidavit. You will find it easier to fill in if you have the affidavit open in front of you.
- Use black ink when you fill in the form.
- When you have filled it in, sign it and send or take it to the court office shown on the application.

In the		County Court
Case Number	<small>Always quote this</small>	
Plaintiff		
Defendant		

- 1 Are you the tenant named in the tenancy agreement attached to the plaintiff's affidavit?  Yes  No
- 2 Does the tenancy agreement referred to at paragraph 2(a) of the plaintiff's affidavit:
- (a) set out the terms of your tenancy agreement with the plaintiff?  Yes *If YES, go to question 4*  No *Give details below*
- (b) set out the terms of your tenancy agreement except that the rent you pay, or the duration of the tenancy, have changed (as stated in paragraph 2(b) of the affidavit)  Yes *If YES, go to question 4*  No *Give details below*

- 3 If you have answered No to either part (a) or (b) of question 2, say which terms of the agreement are different, and how they differ.

- 4 When did you move into the property?

- 5 Did you have a tenancy agreement with the plaintiff (or the previous landlord), for the same, or substantially the same, property, (or another property) before 15 January 1989.  Yes *If YES, give details below*  No

*Say who the landlord was, and give details of the property and the previous tenancy (including the dates when you occupied the property). If you have a copy of the agreement, attach a copy to this reply.*

**Status:** This is the original version (as it was originally made). This item of legislation is currently only available in its original format.

**SCHEDULE 2—continued**

**6** Do you disagree with the plaintiff's claim to be entitled to have possession of the property?  Yes *If YES, give details below*  No

*You must have proper legal reasons for disagreeing with the claim for possession. Having nowhere else to live is not a legal reason.*

**Answer questions 7 and 8 only if the tenancy is an assured shorthold tenancy. (See paragraph 5 of the plaintiff's affidavit). If it isn't, go to question 9.**

**7** Has more than 6 months passed from the beginning of the tenancy?  Yes *If YES, go to question 8*  No *Give details below*

*Say why you disagree with the plaintiff's statement that more than six months have passed since the tenancy began.*

**8** Has the plaintiff ever sent you a notice saying that any new tenancy would not be an assured shorthold tenancy?  Yes *If YES, give details below*  No

Date notice received

**9** The plaintiff has attached a copy of two notices to the affidavit.

(a) Did you receive:

(i) the notice referred to in paragraph 12 of the affidavit?  Yes  No

(ii) the notice referred to in paragraph 14 of the affidavit?  Yes  No

(b) If you did, when did you receive them?

Give date (i)

Give date (ii)

*Status: This is the original version (as it was originally made). This item of legislation is currently only available in its original format.*

**SCHEDULE 2—continued**

**10** In the box below, say if you disagree with any further evidence the plaintiff has given in paragraph 16 of the affidavit. If you do, say why you disagree and with what.

**11** If the court decides the plaintiff should have possession of the property, you will normally be told to leave in 14 days. However, if this would cause you exceptional hardship the court may allow up to 6 weeks (but no longer). If you think you would suffer exceptional hardship, say why in the box below.

**12** If the court decides you should pay the plaintiffs costs of making this application, would you prefer to pay the costs by instalments?

Yes       No

<p>Give an address to which notices about this case should be sent to you</p>   <p style="text-align: right;">Postcode <input style="width: 100px;" type="text"/></p>	<p><b>Signed</b></p> <p><i>(To be signed by you or by your solicitor)</i></p> <p><b>Dated</b></p>
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**Status:** This is the original version (as it was originally made). This item of legislation is currently only available in its original format.

**SCHEDULE 2—continued**

<p><b>Reply to possession summons (mortgaged property)</b></p> <p>Complete this form and attend the hearing to make sure the court knows all the circumstances of your case.</p> <ul style="list-style-type: none"> <li>• Please use <b>black ink</b>. Tick the correct boxes and give the other details where they apply to you. Where they do not, write 'N/A'.</li> <li>• Keep your summons and a copy of this form when you have filled it in. Send or take it to the court office shown on the summons.</li> <li>• If you need help to fill in the form, staff at any county court or any of the advice agencies on the attached list will help.</li> </ul>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2" style="text-align: right; padding: 5px;"><b>In the</b></td> </tr> <tr> <td colspan="2" style="text-align: right; padding: 5px;"><b>County Court</b></td> </tr> <tr> <td style="padding: 5px;"><b>Case Number</b></td> <td style="padding: 5px; font-size: small; text-align: center;">Always quote this</td> </tr> <tr> <td colspan="2" style="padding: 5px;"><b>Plaintiff</b></td> </tr> <tr> <td colspan="2" style="padding: 5px;">Plaintiff's ref:</td> </tr> <tr> <td colspan="2" style="padding: 5px;"><b>Defendant</b></td> </tr> <tr> <td colspan="2" style="padding: 5px;"><b>Date of hearing:</b></td> </tr> </table>	<b>In the</b>		<b>County Court</b>		<b>Case Number</b>	Always quote this	<b>Plaintiff</b>		Plaintiff's ref:		<b>Defendant</b>		<b>Date of hearing:</b>	
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Plaintiff's ref:															
<b>Defendant</b>															
<b>Date of hearing:</b>															

**About the claim**

**1** Do you agree with what is said in paragraphs 1 and 2 of the particulars of the claim ?

Yes       No

If No, say what you disagree with

**2** Do you disagree with any claim for mortgage arrears as set out in paragraph 4(a) of the particulars of claim ?

Yes       No

If Yes, say how much you estimate the arrears to be.

£   None

**3** Do you disagree with any reasons given in paragraph 4(b) of the particulars of claim ?

Yes *If YES, give details below*       No

*Say which of the reasons you disagree with and why.*

(continue at top of next column)

**4** Have you paid any money to your mortgage lender since the summons was issued?

Yes       No *If NO, go to question 6.*

**5** How much have you paid and when?

£	on
£	on
£	on

**6** Since the summons was issued have you come to any agreement with your mortgage lender about repaying the arrears ?

Yes       No *If NO, go to question 8*

Status: This is the original version (as it was originally made). This item of legislation is currently only available in its original format.

SCHEDULE 2—continued

**7** How much have you agreed to pay in addition to the current mortgage instalments?

£   Week  Month

**8** If you have not reached any agreement with your mortgage lender, do you want the court to consider allowing you to pay the arrears by instalments?

Yes  No *If NO, go to question 10*

**9** How much can you afford to pay in addition to the current instalments?

£  per

Answer question 10 only if the loan secured by the mortgage (or part of it) is a regulated consumer credit agreement (see paragraph 3 of the particulars of claim)

**10** Do you want the court to consider, whether or not the terms of your original loan agreement are fair?

Yes  No

**State benefits**

**11** Have you applied for Income Support?

Yes  No

**12** Are you getting Income Support?

Yes  No

**13** When did you start to receive Income Support?

Give date

**14** Does the Department of Social Security pay your mortgage interest direct to your mortgage lender?

Yes  No

**Personal details**

**15** Surname

Forename

Mr  Mrs  Miss

Married  Single

Other (say what)

Address (if different from address in summons)

Postcode

**Dependants**  
(people you look after financially)

**16** Have you any dependant children?

Yes *If YES, give the number in each age group below*  No

under 11  11 - 15  16 - 17  18 and over

Other dependants (give details below)

**Money you receive**

		Weekly	Monthly
<b>17</b> Usual take - home pay or income if self employed including overtime, commission, bonuses	£ <input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>
Unemployment benefit	£ <input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>
Pension	£ <input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>
Child benefit	£ <input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other benefits and allowances	£ <input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>
Others living in my home give me	£ <input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>
I am paid maintenance for myself (or children) of	£ <input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>
Total income	£ <input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>

**Status:** This is the original version (as it was originally made). This item of legislation is currently only available in its original format.

**SCHEDULE 2—continued**

**Bank accounts and savings**

**18** Do you have a current bank or building society account?  
 Yes  No

**19** Is it in credit?  
 Yes *If YES, by how much?* £  No

If it is overdrawn, say by how much £

**20** Do you have a savings or deposit account?

Yes *If YES, say how much is in the account* £  No

**Money you pay out**

**21** Do you have to pay any court orders or fines?  
 Yes *If YES, give details below*  No *If NO, go to question 23*

Court	Case no.	£	per
Total court order instalments			

**22** Are you behind with any of the court payments or fines you have listed?

Yes *If YES, say which*  No

**23** Do you have any loan or credit debts?

Yes *If YES, give details below*  No

	£	per

**24** Are you behind with any of the payments listed at question 23?

Yes *If YES, say which*  No

**Regular expenses**

**25** (Do not include any payments made by other members of the household out of their own income)

What regular expenses do you have?  
 (List below)

		Weekly	Monthly
Council tax	£	<input type="checkbox"/>	<input type="checkbox"/>
Gas	£	<input type="checkbox"/>	<input type="checkbox"/>
Electricity	£	<input type="checkbox"/>	<input type="checkbox"/>
Water charges	£	<input type="checkbox"/>	<input type="checkbox"/>
TV rental & licence	£	<input type="checkbox"/>	<input type="checkbox"/>
Telephone rental	£	<input type="checkbox"/>	<input type="checkbox"/>
H.P. repayments	£	<input type="checkbox"/>	<input type="checkbox"/>
Mail order	£	<input type="checkbox"/>	<input type="checkbox"/>
Housekeeping, food, school meals	£	<input type="checkbox"/>	<input type="checkbox"/>
Travelling expenses	£	<input type="checkbox"/>	<input type="checkbox"/>
Clothing	£	<input type="checkbox"/>	<input type="checkbox"/>
Maintenance payments	£	<input type="checkbox"/>	<input type="checkbox"/>
Others	£	<input type="checkbox"/>	<input type="checkbox"/>
	£	<input type="checkbox"/>	<input type="checkbox"/>
<b>Total expenses</b>	£	<input type="checkbox"/>	<input type="checkbox"/>

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**SCHEDULE 2—continued**

**Priority debts**

**26** This section is for arrears only. Do not include regular expenses listed at Question 25.

Community Charge arrears	£	Others (give details below)	
Council tax arrears	£		£
Water charges arrears	£		£
Fuel debts Gas	£		£
Electricity	£		£
Other	£		£
Maintenance arrears	£		£

**27** Give details of any events or circumstances which have led to your being in arrears with your mortgage (for example, divorce, separation, redundancy, death, illness etc.). If you believe you would suffer exceptional hardship by being ordered to leave the property immediately, say why.

**28** If an order for possession were to be made will you have somewhere else to live?

Yes     No

If Yes, say when you would be able to move in ?

Give date

Signed <small>(To be signed by you or by your solicitor)</small>	Date
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**SCHEDULE 2—continued**

<p><b>Reply to possession summons (rented property)</b></p> <p>Complete this form and attend the hearing to make sure the court knows all the circumstances of your case.</p> <ul style="list-style-type: none"> <li>• Please use <b>black ink</b>. Tick the correct boxes and give the other details where they apply to you. Where they do not, write 'N/A'.</li> <li>• Keep your summons and a copy of this form when you have filled it in. Send or take it to the court office shown on the summons.</li> <li>• If you need help to fill in the form, staff at any county court or any of the advice agencies on the attached list will help.</li> </ul>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center; padding: 5px;">In the</td> <td style="text-align: center; padding: 5px;">County Court</td> </tr> <tr> <td style="padding: 5px;">Case Number</td> <td style="text-align: center; padding: 5px;"><small>Always quote this</small></td> </tr> <tr> <td colspan="2" style="padding: 5px;"><b>Plaintiff</b></td> </tr> <tr> <td colspan="2" style="padding: 5px;">Plaintiff's ref:</td> </tr> <tr> <td colspan="2" style="padding: 5px;"><b>Defendant</b></td> </tr> <tr> <td colspan="2" style="padding: 5px;">Date of hearing:</td> </tr> </table>	In the	County Court	Case Number	<small>Always quote this</small>	<b>Plaintiff</b>		Plaintiff's ref:		<b>Defendant</b>		Date of hearing:	
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Case Number	<small>Always quote this</small>												
<b>Plaintiff</b>													
Plaintiff's ref:													
<b>Defendant</b>													
Date of hearing:													

**1 About the claim**

Do you agree with what is said in paragraphs 1 and 2 of the particulars of the claim?

Yes       No

If No, say what you disagree with

**2** Do you disagree with any claim for arrears of rent set out in paragraph 3(a) of the particulars of claim?

Yes       No

If Yes, say how much you estimate the arrears to be.

£        None

**4** Have you paid any money to your landlord since the summons was issued?

Yes       No *If NO, go to question 6.*

**3** Do you disagree with any reasons given in paragraph 3(b) or (c) of the particulars of claim?

Yes *If YES, give details below*       No

*Say which of the reasons you disagree with and why.*

*(continue at top of next column)*

**5** How much have you paid and when?

£		on
£		on
£		on

**6** Have you come to any agreement with your landlord about repaying the arrears since the summons was issued?

Yes       No *If NO, go to question 8*

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SCHEDULE 2—continued

**Dependants**  
(people you look after financially)

**18** Have you any dependant children?

Yes *If YES, give the number in each age group below*  No

under 11  11 - 15  16 - 17  18 and over

Other dependants *(give details)*

**Money you receive**

	Weekly	Monthly
<b>19</b> Usual take - home pay or income if self employed <i>including overtime, commission, bonuses</i>	£ <input type="text"/>	<input type="text"/>
Unemployment benefit	£ <input type="text"/>	<input type="text"/>
Pension	£ <input type="text"/>	<input type="text"/>
Child benefit	£ <input type="text"/>	<input type="text"/>
Other benefits and allowances	£ <input type="text"/>	<input type="text"/>
Others living in my home give me	£ <input type="text"/>	<input type="text"/>
I am paid maintenance for myself (or children) of	£ <input type="text"/>	<input type="text"/>
Total income	£ <input type="text"/>	<input type="text"/>

**Bank accounts and savings**

**20** Do you have a current bank or building society account?

Yes  No

**21** Is it in credit?

Yes *If YES, by how much?* £

No

If it is overdrawn, say by how much £

**22** Do you have a savings or deposit account?

Yes *If YES, say how much is in the account* £

No

**Money you pay out**

**23** Do you have to pay any court orders or fines?

Yes *If YES, give details below*  No *If NO, go to question 25*

Court	Case no.	£	per
Total court order instalments			

**24** Are you behind with any of the court payments or fines you have listed?

Yes *If YES, say which*  No

**25** Do you have any loan or credit debts?

Yes *If YES, give details below*  No

	£	per

**26** Are you behind with any of the above payments?

Yes *If YES, say which*  No

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**SCHEDULE 2—continued**

**Regular expenses**

**27** (Do not include any payments made by other members of the household out of their own income)  
What regular expenses do you have?  
(List below)

		Weekly	Monthly
Council tax	£	<input type="text"/>	<input type="text"/>
Gas	£	<input type="text"/>	<input type="text"/>
Electricity	£	<input type="text"/>	<input type="text"/>
Water charges	£	<input type="text"/>	<input type="text"/>
TV rental & licence	£	<input type="text"/>	<input type="text"/>
Telephone rental	£	<input type="text"/>	<input type="text"/>
H.P. repayments	£	<input type="text"/>	<input type="text"/>
Mail order	£	<input type="text"/>	<input type="text"/>
Housekeeping, food, school meals	£	<input type="text"/>	<input type="text"/>
Travelling expenses	£	<input type="text"/>	<input type="text"/>
Clothing	£	<input type="text"/>	<input type="text"/>
Maintenance payments	£	<input type="text"/>	<input type="text"/>
Others	£	<input type="text"/>	<input type="text"/>
	£	<input type="text"/>	<input type="text"/>
<b>Total expenses</b>	£	<input type="text"/>	<input type="text"/>

**Priority debts**

**28** This section is for arrears only. Do not include regular expenses listed at Question 27.

Community charge arrears	£	<input type="text"/>
Council tax arrears	£	<input type="text"/>
Water charges arrears	£	<input type="text"/>
Fuel debts Gas	£	<input type="text"/>
Electricity	£	<input type="text"/>
Other	£	<input type="text"/>
Maintenance arrears	£	<input type="text"/>
Others (give details below)		
<input type="text"/>	£	<input type="text"/>
<input type="text"/>	£	<input type="text"/>
<input type="text"/>	£	<input type="text"/>
<input type="text"/>	£	<input type="text"/>

**29** Give details of any events or circumstances which have led to your being in arrears with your rent (for example, divorce, separation, redundancy, death, illness etc.). If you believe you would suffer exceptional hardship by being ordered to leave the property immediately, say why.

**Signed**

**Date**

(To be signed by you or by your solicitor)

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**SCHEDULE 2—continued**

**Order that plaintiff have possession**

(Assured tenancies)

Plaintiff

Defendant

In the		County Court
Case No.	<i>Always quote this</i>	
Plaintiff's Ref.		
Defendant's Ref.		



To the defendant(s)

**1** The court has decided that you should give the plaintiff possession of

This means you must leave the property on

**2** You must also pay the plaintiff's costs of making the application for possession. You must pay

(a) £ to the plaintiff on or before

(b) £ to the plaintiff by instalments of £ per

The first instalment to be paid on or before

**3** Payments should be made to the plaintiff at the address given on the front of the application for possession.

**4** If you do not leave the property and pay the costs by the dates given, the plaintiff can ask the court bailiff to evict you and remove sufficient of your goods to pay the costs.

This is called 'enforcing the order and money judgment'.

Date

Plaintiff's/Defendant's address

Note

If you do not pay the money owed when it is due and the plaintiff takes steps to enforce payment, the order will be registered in the Register of County Court Judgments. This may make it difficult for you to get credit. Further information about registration is available in a leaflet which you can get from any county court office.

The court office at

is open between 10 am and 4 pm. When writing to the court, please address forms or letters to the Chief Clerk and quote the case number.

N26A Order that plaintiff have possession (Assured tenancies) (Order 22, rule 1(1))



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**SCHEDULE 2—continued**

**Particulars of claim for possession  
(rented property)**

In the	County Court
Case Number	

**Notes to help you complete this form**

This form should only be used to recover possession of residential premises where one of the grounds is non-payment of rent. If you need more space, please continue on a separate sheet. Mark the sheet clearly with the names of the parties and the paragraph number(s) to which the information relates

**Paragraph 1(a)**  
Give the address of the property the plaintiff wishes the defendant to leave

**Paragraph 1(b)**  
Delete the appropriate words in brackets to show whether the property is a dwelling - house or part of one

**Paragraph 2(a)**  
Give the type of tenancy e.g assured, protected, etc (or licence), the date of the agreement, amount of current rent and when it is payable e.g. weekly, fortnightly

**Paragraph 2(b)**  
If the claim for possession is not based on forfeiture for non payment of rent, delete this paragraph. If it is, give the daily rate at which unpaid rent should be calculated

**Paragraph 3(a)**  
Say how much rent is outstanding up to the time the summons is issued, giving details of payments missed. If a schedule of payments missed or not made on time is attached, say so. Say whether payments generally have been made regularly and on time giving sufficient detail to support your claim for possession

**Plaintiff**

**Defendant (s)**

**About the tenancy**

**1**

(a) The plaintiff has a right to possession of the property at

(b) The property is a (dwelling - house) (part of a dwelling - house.)

**2**

(a) The property is let to the defendant under a (n)

 tenancy agreement (or licence)

which began on

The rent is

 £  per

(b) The daily rate at which any unpaid rent should be calculated is £  per day.

**3**

The reason the plaintiff is asking for possession is :

(a) because the rent has not been paid as it should have under the terms of the tenancy agreement. Details are set out below.

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SCHEDULE 2—continued

Paragraph 3(b)

Delete this paragraph if the claim for possession is because of rent arrears only or you are claiming possession on statutory grounds. If not, give details of any other failure to comply with the tenancy agreement (or licence)

(b) because the defendant has failed to comply with the terms of the tenancy agreement in the following way:

Paragraph 3(c)

Delete this paragraph if you are not claiming possession on statutory grounds. If you are, say what the statutory grounds are

(c) because :

Paragraph 4

Give details of any steps taken to recover the arrears. If there have been previous court proceedings, give the date they were started and concluded, and the terms of the any order(s) made

4

The following steps have been already been taken to recover the arrears:

Paragraph 5

Give the date notice to quit (of breach of lease) (or seeking possession) was given to the defendant. Delete the words in brackets to show which type of notice was served

5

The appropriate notice to quit (notice of breach of lease) (or notice seeking possession) was served on the defendant on

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**SCHEDULE 2—continued**

**Paragraph 6**  
Give what details you know of the defendant's financial and other circumstances. Say in particular, whether Housing Benefit or arrears are paid direct to the plaintiff by DSS and if so, how much

**6**

**About the defendant (s)**

The following information is known about the defendant's circumstances :

**Paragraph 7**  
Delete this paragraph if you do not wish to give details of the plaintiff's financial and other circumstances to support the claim for possession

**7**

**About the plaintiff**

The plaintiff is asking the court to take the following information into account when making its decision whether or not to grant an order for possession:

**Paragraph 8**  
Delete this paragraph if the claim for possession is not based on forfeiture for non payment of rent. If it is, delete (a) or (b) as appropriate. If (a) is deleted give the name and address of the person entitled to make a claim

**8**

(a) There is no underlessee (or mortgagee) entitled to claim relief against forfeiture .

(b)

of

of

is entitled to claim relief against forfeiture as underlessee (or mortgagee) .

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SCHEDULE 2—continued

Paragraph 9  
Delete paragraphs (a) - (c) as appropriate

9

What the court is being asked to do

The plaintiff is asking the court to make an order that the defendant(s) :

(a) give the plaintiff possession of the property (land) mentioned in paragraph 1 ;

(b) pay the unpaid rent due from [ ]  
to the date of issue of this summons, and from the date of issue of the summons  
to the date an order is made, at the rate of £ [ ] per [ ]

(c) pay the costs of making this application for possession.

Paragraph 10  
Delete if not applicable

10

The plaintiff is also asking that judgment is entered against the defendant for the total amount of the arrears outstanding up to the time an order is made (and costs).

Signed [ ]  
(Solicitors for) Plaintiff  
Date [ ]

Give an address where notices about this case can be sent to you [ ]  
Postcode [ ]

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SCHEDULE 2—continued

**Particulars of claim for possession (mortgaged property)**

In the	County Court
Case Number	

**Notes to help you complete this form**

This form should only be used to recover possession of residential premises where the grounds include non-payment of agreed repayments. If you need more space, please continue on a separate sheet. Mark the sheet clearly with the names of the parties and the paragraph number to which the information relates.

**Paragraph 1**  
Insert date of legal charge or mortgage. Give the address of the property charged. If there is more than one loan agreement, the details required in paragraphs 1–5 should be given for each of them (see note above).

**Paragraph 2**  
Delete the words in brackets to show whether the property is a dwelling - house or part of one.

**Paragraph 3**  
Delete paragraph (a) if the loan is not secured by a regulated consumer credit agreement. If it is, give date notice of default was given to defendant and delete paragraph (b).

**Paragraph 4(a)**  
Say what the amount of arrears outstanding is up to the date of issue of the summons. Give details of all payments missed. If a schedule of payments missed or not made on time is attached, say so. Say whether payments generally have been made regularly and on time giving sufficient detail to support your claim for possession.

**Plaintiff**

**Defendant (s)**

**About the mortgage ( legal charge )**

**1** A mortgage (legal charge) was agreed between the plaintiff (s) and the defendant(s) on

The property charged was

**2** The property is a (dwelling - house) (part of a dwelling - house).

**3** (a) The loan secured by the mortgage is a regulated consumer credit agreement. Notice of default was given to the defendant(s) on

(b) The loan secured by the mortgage is not a regulated consumer credit agreement.

**4** The reason(s) the plaintiff is asking for possession is that the defendant(s) has (ve) not complied with the conditions which apply to the mortgage (legal charge) because :

(a) the agreed repayments of the loan and interest have not been made. Details are set out below.

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SCHEDULE 2—continued

**Paragraph 4 (b)**  
Delete this paragraph if the claim for possession is for arrears of repayments only. If not, give details of any other failure to comply with the agreed terms of the loan

(b)

**Paragraph 5 (a)**  
Give the amount loaned. But see note to paragraph 1 if more than one loan agreement

5

(a) The amount loaned was £

**Paragraph 5 (b)**  
Give the current terms of repayment. Where appropriate, give the amounts of any regular instalments and (separately) any interest which has to be paid

(b) The current terms of repayment are :

**Paragraph 5 (c)**  
Give the amount required to pay the mortgage in full. The date of the calculation must not be more than 14 days after the issue of the summons. Also, give details of the costs which the plaintiff would incur if the mortgage were to be paid in full

(c) The amount required to pay the mortgage in full as at

would be £  taking into account any adjustment for early settlement. The solicitors and administrative costs which would be involved if there were full settlement would amount to £

**Paragraph 5 (d)**  
Delete this paragraph if there are no additional payments due under the terms of the mortgage, e.g. default interest, penalties, insurance, costs of previous court proceedings, etc. If there are payments due, say how much and what it is for. Indicate whether or not they are included in the amounts at paragraph 5(b)

(d) The following additional payments are also due under the terms of the mortgage (legal charge) :

		Included in paragraph 5(b)	
		Yes	No
£	for		
£	for		
£	for		

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## SCHEDULE 2—continued

**Paragraph 5 (e)**

Delete this paragraph if there are no additional payments listed at paragraph 5(d). If there are payments, give details of any payments which are in arrear and say by how much.

(e) Of the payments in paragraph 5(d), the following are in arrear :

arrears of £
arrears of £
arrears of £

**Paragraph 5 (f)**

Delete this paragraph if the loan is not secured by a regulated consumer credit agreement. If it is, give the total amount of the loan outstanding.

(f) The total amount outstanding under the loan agreement secured by the mortgage is £

**Paragraph 5 (g)**

Give the rates of interest which applied when the agreement was first made, the rate which applied immediately before the arrears now claimed occurred and the current rate, if different.

(g) Interest rates which have applied to the mortgage (legal charge) are as follows :

Date	%	Date	%

**Paragraph 6**

Give details of any steps already taken to recover arrears or repayment of money. If there have been previous court proceedings, give the date they were started and concluded and the terms of any order(s) made.

6

The following steps have been already been taken to recover the money secured by the mortgage :

### About the defendant (s)

**Paragraph 7**

Give what details you know of the defendant's financial and other circumstances. Say in particular whether the plaintiff is paid interest or arrears direct under Social Security regulations and if so, how much.

7

The following information is known about the defendant's circumstances :

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SCHEDULE 2—continued

Paragraph 8  
Delete this paragraph if the property (land) being claimed does not include a dwelling-house. If it does, delete (a) or (b) as appropriate. Give the name of the person to be given notice under section 8(3) of the Matrimonial Homes Act 1983

8 (a) There is no one who should be given notice of these proceedings because of a registered interest in the property.

(b) Notice of these proceedings will be given to

[Redacted Name Box]

who has a

registered interest in the property.

What the court is being asked to do

Paragraph 9  
Delete paragraphs (a) - (c) as appropriate

9 The plaintiff is asking the court to make an order that the defendant(s) :

(a) give the plaintiff possession of the property mentioned in paragraph 1 ;

(b) pay the outstanding arrears;

(c) pay the costs of making this application.

Paragraph 10  
Delete if not applicable

10 The plaintiff is also asking that judgment is entered against the defendant(s) for the total amount outstanding under the mortgage (legal charge).

Signed  
  
(Solicitors for) Plaintiff  
  
Date

Give an address where notices about this case can be sent to you  
  
  
Postcode [Redacted]



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## SCHEDULE 2—continued

**7** How much have you agreed to pay in addition to the current rent ?  
£   Week  Month

**8** Did you receive the notice to quit (notice of breach of lease) (notice seeking possession) from the plaintiff referred to in paragraph 5 of the particulars of claim ?  
 Yes  No

**9** If you have not reached any agreement with your landlord, do you want the court to consider allowing you to pay the arrears by instalments?  
 Yes  No *If NO, go to question 11*

**10** How much can you afford to pay in addition to the current rent ?  
£  per

**11** Do you have a money or other claim (a counterclaim) against your landlord ?  
 Yes *If YES, give details below*  No

*Say what your claim is for and, if for money, how much*

### State benefits

**12** Have you applied for Income Support ?  
 Yes  No

**13** Are you getting Income Support ?  
 Yes  No

**14** Have you applied for Housing Benefit ?  
 Yes  No *If NO, go to question 16*  
When did you apply ?  
Give date

**15** If you are getting Housing Benefit, how much do you get ?  
£  per

Is the Housing Benefit paid to you ?

Yes  No

OR  
to your landlord ?  Yes  No

### Alternative housing

**16** If an order for possession were to be made would you have somewhere else to live?  
 Yes  No  
If Yes, say when you would be able to move in.  
Give date

### Personal details

**17** Surname

Forename

Mr  Mrs  Miss

Married  Single

Other (say what)

Address  
(if different from address in summons)

Postcode

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## EXPLANATORY NOTE

*(This note is not part of the Rules)*

These Rules complement the changes to the possession procedure which are introduced by the County Court (Amendment No. 3) Rules 1993 (S.I.1993/2175) by amending the County Court (Forms) Rules 1982 so as to substitute new forms for the possession summons and for possession orders. Particulars of claim, with reply forms for the tenant, are prescribed for use in cases involving residential property. These rules also prescribe forms for the accelerated possession procedure introduced by the Amendment No. 3 Rules for property let under certain assured and assured shorthold tenancies.