

Housing Law Fundamentals Service of Documents

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Outline

Valid service of Proceedings

- Method Place and Time
- Addressing problems with service
- How to Challenge Service

Valid Service of Notices

- Notices served pursuant to statute
- Notices Served pursuant to Common Law

Method CPR 6.3

- Personal Service
- First Class Post or DX
- Leaving at specified place
- Electronic means IF D has 'indicated' willing to accept PD6A
- Service deemed to have occurred on second business day after 'step' taken CPR 6.14
- Trespassers CPR 55.6

Time

CPR 7.5(1) Where the claim form is served within the jurisdiction, the claimant must complete the step required by the following table in relation to the particular method of service chosen, before 12.00 midnight on the calendar day four months after the date of issue of the claim form.

Its 4 months and 1 day - Barton v Wright Hasell [2016] EWCA Civ 177

From 1 Oct 2025 CPR 7.65 and 7.6 apply to Part 8 Claims – CPR 8.2(2)

Place

Solicitors – **Must** serve on solicitor if nominated to accept service CPR 6.7(1)

Rule 6.2(d) ‘solicitor’ includes any other person who, for the purposes of the Legal Services Act 2007, is an authorised person in relation to an activity which constitutes the conduct of litigation (within the meaning of that Act). Mazur?

Contractually agreed method

CPR 6.11 Contract must specifically relate to service of **proceedings** Cavadore Ltd v Jawa [2019] EWHC 3410 (Ch)

The proceedings must relate **solely** to the contract.

Usual/Last Known Address

CPR 6.9(3) Were a claimant has reason to believe that the address of the defendant ...is an address at which the defendant no longer resides or carries on business, the claimant **must** take reasonable steps to ascertain the address of the defendant's current residence or place of business ('current address').

CPR 6(4)b C **must** consider whether service by alternative method is possible - See *Sajid v Nuur (2018) CLCC*

Fixing Service Problems

- Prospective application to extend time for service of Claim Form CPR 7.6(1) - Overriding Objective
- Retrospective application to extend time for service of Claim Form- Application must be made promptly AND C must show all reasonable steps taken to serve but unable to CPR 7.6(3)
- Dispense with service of Claim Form- Exceptional Circumstances
- Issue again!

Response pack

You should read the 'notes for defendant' attached to the claim form which will tell you when and where to send the forms.

Included in this pack are:

- either **Admission Form N9A** (if the claim is for a specified amount)
- or **Admission Form N9C** (if the claim is for an unspecified amount or is not a claim for money)
- either **Defence and Counterclaim Form N9B** (if the claim is for a specified amount)
- or **Defence and Counterclaim Form N9D** (if the claim is for an unspecified amount or is not a claim for money)
- Acknowledgment of service** (see below)

If you admit the claim or the amount claimed and/or you want time to pay

If you admit part of the claim

If you dispute the whole claim or wish to make a claim (a counterclaim) against the claimant

If you need 28 days (rather than 14) from the date of service to prepare your defence, or wish to contest the court's jurisdiction

If you do nothing, judgment may be entered against you

Complete

- the admission form
- the admission form and the defence form
- the defence form
- the acknowledgment of service

Acknowledgment of service

Defendant's full name if different from the name given on the claim form

In the

Claim No.	
Claimant (including ref.)	
Defendant	

Address to which documents about this claim should be sent (including reference if appropriate)

Postcode <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	If applicable	
	Telephone no.	
	Fax no.	
	DX no.	
	Your ref.	

E-mail

Tick the appropriate box

1. I intend to defend all of this claim

2. I intend to defend part of this claim

3. I intend to contest jurisdiction

If you file an acknowledgment of service but do not file a defence within 28 days of the date of service of the claim form, or particulars of claim if served separately, judgment may be entered against you.

If you do not file an application to dispute the jurisdiction of the court within 14 days of the date of filing this acknowledgment of service, it will be assumed that you accept the court's jurisdiction and judgment may be entered against you.

If served outside the jurisdiction see CPR rule 6.35 and 6.37(5).

Signed

Position or office held
(if signing on behalf of firm or company)

Date / /

For further details of the courts www.gov.uk/find-court-tribunal. When corresponding with the Court, please address forms or letters

Failure of Service

Bellway Homes Ltd v Occupiers of Garside House [2025] EWCA Civ 1347

- D acknowledges service without challenge = *prima facie* acceptance that the court has jurisdiction
- D is not obliged to acknowledge service and challenge jurisdiction if service is invalid
- Position is same if issue is late service or wrong address/method
- D must raise any issue on service/jurisdiction early in the proceedings (if represented!)

Statutory Notices

- Notices seeking possession
- Secure tenancies; section 83 HA 1985
- Assured tenancies; section 8 and section 21 HA 1988
- Depend on identity of landlord and contractual provisions
- Dispensing with service; section 83(1)(b) and section 8(1)(b)
- Mandatory service requirements; for example absolute grounds section 84A HA 1985 and sections 7A and 7B HA 1988, ground 8 serious rent arrears

Contractual Notice Provision

- Express term of the tenancy agreement
- Incorporate section 196 Law of Property Act 1925
- Provides for deemed service of a notice using a particular method: registered post, recorded delivery or personal delivery to the property
- Valid service even where it is known that tenant is not living at the property
- Require proof of service but not proof of receipt
- Dispute over whether tenancy terms apply?

Local Authority Landlords [NOSP]

- Benefit of section 233 Local Government Act 1972
- Birmingham City Council v Bravington [2023] EWCA Civ 308
- Service of notice related to serious offence in the locality of the property in accordance section 83ZA within 12 months of date of conviction
- Did Section 233 apply and were requirements met?
- Paragraphs 20 – 25; notice required or authorised under any enactment

■ Paragraph 41: In all the circumstances, I agree with Mr Manning that it is irrelevant when Mr Bravington became aware of the Notice. Like section 23 of the 1927 Act, section 233 of the 1972 Act is, in my view, designed to allocate the risks of a failure of communication and “to avoid disputes on issues of fact ... where the true facts are likely to be unknown to the person giving the notice, and difficult for the court to ascertain”. To adapt Slade LJ’s words, section 233 offers a local authority “choices of mode of service which will be deemed to be valid service, even if in the event the intended recipient does not in fact receive [the notice]”. It follows that, the Notice having been “left” at 9 Clunbury Road in such a way as to comply with section 233, it was duly served.

Common Law Notices

- Notice to quit ending contractual tenancy
- Express tenancy term in accordance with s.196 Law of Property Act 1925 referring to “any notice”
- Notice to quit must come to tenant’s attention; Wandsworth LBC v Atwell (1995) 27 H.L.R. 536
- Common law service requires receipt of the document; Knight v Goulandris [2018] EWCA Civ 237
- Presumption of service; Section 7 of Interpretation Act 1978

- Section 233 Local Government Act 1972 not apply
- Enfield London Borough Council v Devonish (1997) 29 HLR 691

"In my judgment section 233 cannot assist the council in this case because the notice to quit was not required or authorised to be given "by or under any enactment". It was required to be given at common law by the landlord if the tenancy was to be determined, and it is of no consequence that because the council happens to be a local authority they are therefore a creature of statute authorised by statute to act, *inter alia* as landlords. Many statutes and statutory instruments do specifically require or authorise a local authority, or one of its officers to give some form of notice, and in my judgment section 233 is intended to assist local authorities to give notice in such cases, but not to relieve a local authority of obligations which fall on every other landlord, including, for example, a housing association."

Notices to Quit

- Tenancy has ceased to be secure; alternative pleadings that tenancy has been surrendered if no express term for service
- Service on Personal Representatives and Public Trustee in succession claims

Resolving Disputes Regarding Service

- Dispute regarding receipt or validity of notice in the Defence
- Incorporation of tenancy terms; notice of variation in accordance with section 103 HA 1985
- Certificates of Service and witness statements
- Dispensing with notice; “just and equitable” to dispense with requirement of notice pursuant to s.83(1)(b) and section 8(1)(b)
- Harm caused by failure to serve notice on both Claimant and Defendant

Thank you for listening