

## SCHEDULES

### SCHEDULE 1

#### CONSEQUENTIAL AMENDMENTS OF RENT ACT

##### PART I

###### AMENDMENTS OF SCHEDULE 3 TO RENT ACT

1 After Case 3 there shall be inserted the following Case:—

*“Case 3A*

Where the condition of any furniture provided for use under the tenancy has, in the opinion of the court, deteriorated owing to ill-treatment by the tenant or any person residing or lodging with him or any sub-tenant of his and, in the case of any ill-treatment by a person lodging with the tenant or a sub-tenant of his, where the court is satisfied that the tenant has not, before the making of the order in question, taken such steps as he ought reasonably to have taken for the removal of the lodger or subtenant, as the case may be.”

2 In the application of Case 5 (assignment or sub-letting by tenant without landlord's consent) to a regulated furnished tenancy, for the reference to 8th December 1965 there shall be substituted a reference to the commencement date.

3 In the application of Case 8 (dwelling-house required for landlord or a member of his family) to a dwelling-house subject to a regulated furnished tenancy, for the reference to 23rd March 1965 there shall be substituted a reference to 24th May 1974.

4 (1) In Case 9 (overcharging by tenant of his own sub-tenant)—  
(a) after the words " by the tenant " there shall be inserted " (a) " and the word " also " shall be omitted; and  
(b) subject to sub-paragraph (2) below, at the end of the Case there shall be added the words “or

(b) for any sublet part of the dwelling-house which is subject to a contract to which Part VI of this Act applies is or was in excess of the maximum (if any) which it is lawful for the lessor, within the meaning of that Part, to require or receive having regard to the provisions of that Part”.

(2) In the application of sub-paragraph (1)(b) above to Scotland for the words " Part VI" there shall be substituted the words " Part VII ".

5 (1) In the application of Case 10 in Schedule 3 to the Rent Act 1968 or, as the case may be, Case 11 in Schedule 3 to the Rent (Scotland) Act 1971 (right of owner-occupier to regain possession) to a dwelling-house subject to a regulated furnished tenancy,

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*Status: This is the original version (as it was originally enacted).*

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for the reference to 8th December 1965 there shall be substituted a reference to the commencement date.

- (2) For the purposes of each of the Cases referred to in sub-paragraph (1) above, the giving of a notice before the commencement date under section 79 of the Rent Act 1968 or, as the case may be, section 94 of the Rent (Scotland) Act 1971 (notice by owner-occupier to person taking up furnished letting) shall be treated in the case of a regulated furnished tenancy as compliance with paragraph (a) of the Case in question.
- 6 In Part III, in paragraph 2 (definition of relevant date) at the beginning of sub-paragraph (a) there shall be inserted the words " except in the case of a regulated furnished tenancy " , and after that sub-paragraph there shall be inserted the following sub-paragraph :—
- “(aa) in the case of a regulated furnished tenancy, if the tenancy or, in the case of a statutory furnished tenancy, the previous contractual tenancy was created before the commencement date, within the meaning of the Rent Act 1974, the relevant date means the date on which expires the period of six months beginning on that commencement date ; and”.
- 7 In Part IV, in paragraph 3 (meaning of suitable alternative accommodation) the following words shall be added at the end of sub-paragraph (1):—
- “and that if any furniture was provided for use under the protected or statutory tenancy in question, furniture is provided for use in the accommodation which is either similar to that so provided or is reasonably suitable to the needs of the tenant and his family”.