

1980 No. 1697

LANDLORD AND TENANT

The Rent Act 1977 (Forms etc.) Regulations 1980

<i>Made - - - -</i>	30th October 1980
<i>Laid before Parliament</i>	7th November 1980
<i>Coming into Operation</i>	28th November 1980

The Secretary of State for the Environment, as respects England, and the Secretary of State for Wales, as respects Wales, in exercise of the powers conferred upon them by sections 49, 60, 66, 67, 73, 74, 77, 79, 81A(a) and 84 of, and paragraph 1 of Schedule 12 to, the Rent Act 1977(b) and by the said section 74 as applied by section 13 of the Rent (Agriculture) Act 1976(c) and of all other powers enabling them in that behalf, hereby make the following regulations:—

1. These regulations may be cited as the Rent Act 1977 (Forms etc.) Regulations 1980 and shall come into operation on 28th November 1980.

2.—(1) In these regulations the “1976 Act” means the Rent (Agriculture) Act 1976 and the “1977 Act” means the Rent Act 1977.

(2) In these regulations any reference to a numbered form shall be construed as a reference to the form bearing that number in Schedule 1 hereto, or to a form substantially to the like effect.

3.—(1) The forms prescribed for the purposes of notices of increase of rent under Part III of the 1977 Act shall be as follows:—

(a) in the case of a notice under section 45(2) of the 1977 Act where a rent determined by the rent officer has been registered on or after 28th November 1980, form No. 1;

(b) in the case of a notice under section 45(2) of the 1977 Act where the rent determined by the rent officer was registered before 28th November 1980—

(i) if the rent is not subject to the phasing provisions of Schedule 9 to the Act, form No. 2;

(ii) if the rent is subject to the phasing provisions of Schedule 9 to the Act, form No. 3; and

(c) in the case of a notice under section 46(2) of the 1977 Act, form No. 4.

(2) The forms prescribed for the purpose of Part IV of the 1977 Act, where an application is made to the rent officer, shall be as follows:—

(a) in the case of an application under section 67 of the Act—

(i) where a statutory tenancy arises at the end of a long tenancy under Part I of the Landlord and Tenant Act 1954(d), form No. 6;

(a) Inserted by section 71 of Housing Act 1980 (c. 51).

(b) 1977 c. 42.

(c) 1976 c. 80.

(d) 1954 c. 56.

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- (ii) where the dwelling house is subject to a statutory tenancy as defined in the 1976 Act, form No. 7; and
- (iii) in any other case, form No. 5;
- (b) in the case of an application under section 69(1) of the 1977 Act for a certificate of fair rent, form No. 8, and in the case of an application under section 69(4) for the registration of a rent in accordance with such a certificate, form No. 9;
- (c) in the case of an application under section 73 of the 1977 Act where the application is made by the landlord and the tenant jointly, form No. 10, and in any other case, form No. 11.
- (3) The form of notice to be served by a rent officer under paragraph 3(1) of Schedule 11 to the 1977 Act, as modified by the Regulated Tenancies (Procedure) Regulations 1980(a), shall be form No. 13 if, in pursuance of section 67(2)(b) of the 1977 Act the application was accompanied by details of the landlord's expenditure in connection with the provision of services, and shall be form No. 12 in any other case.
- (4) The form of notice to be served by a rent assessment committee under paragraph 7 of Schedule 11 to the 1977 Act, shall be form No. 14.
- (5) The form of an application under section 81A of the 1977 Act shall be form No. 15.
4. An application made under section 67, 69, 73 or 81A of the 1977 Act, as the case may be, shall contain the particulars specified in the relevant prescribed form.
5. The register kept for the purposes of Part IV of the 1977 Act under section 66(1) thereof shall contain the particulars with regard to a regulated tenancy or, as the case may be, housing association tenancy, specified in Schedule 2 hereto.
6. The fee to be paid under section 66(4) of the 1977 Act for a copy of an entry in the register certified under the hand of the rent officer or person duly authorised by him shall be 50p.
7. The particulars relating to a restricted contract, referred to a rent tribunal, regarding which the lessor may be required by notice to give information reasonably required by the tribunal, are those specified in Schedule 3 hereto.
8. The register kept for the purposes of Part V of the 1977 Act under section 79(1) thereof shall contain the particulars with regard to a restricted contract specified in Schedule 4 hereto.
9. The fee to be paid under section 79(6) of the 1977 Act for a copy of an entry in the register certified under the hand of an officer duly authorised in that behalf by the president of the rent assessment panel concerned shall be 50p.
10. The Rent (Agriculture) (Rent Registration) Regulations 1978(b) and the Rent Regulation (Forms etc.) Regulations 1978(c) are hereby revoked.
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(a) S.I. 1980/1695.

(b) S.I. 1978/494.

(c) S.I. 1978/495.

SCHEDULE 1

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Form No.

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FORM No. 1

RENT ACT 1977, SECTION 45(2), as amended by HOUSING ACT 1980

NOTICE OF INCREASE OF RENT UNDER REGULATED TENANCY See Notes WHERE A FAIR RENT HAS BEEN REGISTERED BY THE RENT OFFICER ON OR AFTER 28th NOVEMBER 1980.

PLEASE READ THE NOTES CAREFULLY AND KEEP THIS FORM See Note 3 To....., tenant of.....

1. A rent of £..... per (exclusive of rates) has been Cross out [registered by the Rent Officer] [determined by a Rent Assessment Committee] words which do not apply for the above premises and takes effect from.....

2. Unless—

- (a) a different rent is registered by the Rent Officer or determined by a Rent Assessment Committee, or See Note 1
(b) the Rent Officer agrees to cancel the registration, or See Note 1
(c) the rent is registered as variable— See Note 1

the maximum rent (exclusive of rates) you can be charged during the first year from the date in paragraph 1 is See Note 1

£ per

This is calculated as follows:—

New registered rent £ per

+

Previous rent limit £ per See Note 1

+

Service element (if any) £ per

= £ per

- 2

= £ per

3. After the end of the first year from the date in paragraph 1 the maximum rent (unless 2(a), (b) or (c) apply) is the full registered rent as shown in 1 above of

£ per

4. I hereby give you notice that your rent (exclusive of rates) will be increased as follows:—

Present rent £ per

New rent from.....* £ per

New rent from..... £ per

If two increases are shown above I am not obliged to remind you when the second increase becomes payable. The date at * must not be earlier than the date in paragraph 1 above nor 4 weeks before the date of service of this Notice.

Cross out this paragraph if tenant pays rates. [It is noted in the rent register that rates in respect of the above premises are borne by me or a superior landlord. I am entitled to add the amount for rates to the rent and to pass on to you future increases in rates without serving a Notice of Increase.]

Signed

Cross out words in square brackets if they do not apply. [On behalf of.....]

Address of Landlord

.....

[Name and Address of Agent.....]

.....

Date.....

NOTES

Use of notice

1. This Notice is only for use for increases which are to take effect when the tenancy is a statutory tenancy. A statutory tenancy comes into being when a tenancy agreed between the landlord and tenant (known as a contractual tenancy) has come to an end and the tenant has security of tenure under the Rent Act 1977.

2. The Notice can be served while there is still a contractual tenancy. If the contractual tenancy can be terminated before the (earliest) date in paragraph 4, this notice can be used instead of a notice to quit to turn the contractual tenancy into a statutory tenancy from that date.

Explanatory booklet

3. The Department of the Environment booklet "Regulated Tenancies" explains in more detail than these Notes how the fair rent system works and the rights and duties of landlords and tenants under the Rent Act. It is available free from Rent Officers, and Citizens' Advice Bureaux, and you are advised to obtain a copy.

Limitation of rent increases

4. The rent shown in paragraph 1 of the notice may not be exceeded unless the rent is registered as variable. It will only be registered as variable if the terms of the tenancy provide for the rent to be varied according to the cost of services or works of maintenance and repair carried out by the landlord or superior landlord and the Rent Officer considers the terms reasonable. Secondly, the landlord may only increase the rent during the first year from the date in paragraph 1 of the notice to the extent allowed under the provisions for the phasing of increases.

How phasing works

5. During the first year from the date in paragraph 1 of the Notice the landlord is permitted to charge half of the increase, except that where there is a service element he may charge this in full at once. After the end of the first year he can charge the full registered rent shown in paragraph 1.

Previous rent limit

6. The amount of increase permitted has to be worked out by taking as a starting point the previous rent limit. The previous rent limit is the amount the landlord was permitted by the Rent Act to charge immediately before the Rent Officer registered the rent (whether or not there has been an appeal to a Rent Assessment Committee). (Rates are disregarded for this purpose.) The landlord may not actually have been charging this amount.

Service element

7. The service element is the increase in the rent permitted on account of services provided by the landlord or a superior landlord. If there is a service element it has to be recorded in the Rent Officer's register.

Re-registration.

8. No application for a new registration may be made during the two years from the date in paragraph 1 of the notice unless either—

- (a) it is made by the landlord and the tenant acting together, or
- (b) there has been such a change in the circumstances taken into account when the rent was registered (e.g. the making of an improvement to the premises) as to make the registered rent no longer a fair rent.

But the landlord may apply three months in advance for a new registration to take effect after the end of the two year period.

Cancellation

9. As long as there is a regulated tenancy an application to the Rent Officer to cancel the registration can only be made jointly by landlord and tenant.

Help with rent and rates

10. If the tenant has difficulty in paying his rent or rates he should apply to the local Council Offices for details of the rent allowance and rate rebate schemes. The Council will also advise if he may be better off receiving Supplementary Benefit from the Department of Health and Social Security.

FORM No. 2

IMPORTANT NOTE—THE RENT ACT 1977 HAS BEEN AMENDED BY HOUSING ACT 1980. THIS FORM AND THE NOTES APPLY ONLY TO CASES WHERE THE RENT WAS REGISTERED BEFORE 28th NOVEMBER 1980

RENT ACT 1977

Sections 45(2) and 55 and Schedule 8. See Notes 1 to 3. Notice of Increase of Rent under Regulated Tenancy where the Rent is Registered
Please read all the Notes carefully as indicated in the margin
 Date.....
 To....., tenant of.....

See Notes 4 and 5. 1. A rent of £ per (exclusive of rates) was registered on as the fair rent for the above premises.

See Notes 6 to 13. 2. I hereby give you notice that your rent (exclusive of rates) will be increased as follows:—

*The date must not be earlier than the date of registration, the date on which the registration took effect, nor 4 weeks before the service of this Notice (see Note 14).	Present rent £		per (exclusive of rates)		*Date of new rent (see Note 12) as from
	Increase in rent (exclusive of rates)		New rent (exclusive of rates)		
£	per	£	per		

See Notes 16 and 17. NOTE TO TENANT: It is important to keep this Form. It is emphasised that if more than one increase in rent is specified above, each such increase will become payable as from the date shown for that increase. The landlord is not obliged to remind the tenant when such an increase becomes payable.

† Strike out this paragraph if the general phasing provisions do not apply (see Notes 6 to 13). †[3. The following information is relevant to the calculation of each increase in rent specified above.
 (a) Previous rent limit £ per
 (b) Service element recorded in the register £ per
 (c) Where there has been a reference to the Rent Assessment Committee, date of registration of rent determined by Rent Officer

See Note 15. [4. It is noted in the rent register that rates in respect of the above premises are borne by the landlord or a superior landlord. These are currently £ per [half year] [year] and the landlord is entitled to add this amount to the recoverable rent at the rate of £ per rental period. There may be further increases in the recoverable rent on account of future rate increases.]

Strike our words in square brackets if they do not apply. Signature of [landlord] [landlord's agent]
 [Name of landlord if notice served by agent]
 Address of landlord.....

 [Address of agent.....]

NOTES

Use of Notice

1. This Notice is for use to increase the rent for the premises where—
 - (a) the tenancy is a regulated tenancy and a fair rent is registered under the Rent Act 1977; and
 - (b) the increase is for any period of a statutory tenancy (see Notes 2 and 3). (There will be a statutory tenancy where a previous contractual tenancy (lease) has come to an end and the tenant has security of tenure under the Act); and
 - (c) the tenancy is not either:—
 - (i) a tenancy which has been converted from a controlled tenancy to a regulated tenancy on the issue of a qualification certificate; or
 - (ii) a tenancy where improvements have been carried out with respect to which a grant under Part I of the Housing Act 1969 or Part VII of the Housing Act 1974 is payable or has been paid.

Contractual tenancies

2. If there is an existing contractual tenancy of the premises and the registered rent is higher than the rent payable under that contract, the landlord cannot increase the rent unless either—
 - (a) the contract permits him to do so (in which case there is no need to serve this Notice); or
 - (b) he can first terminate the contractual tenancy (e.g. by serving a notice to quit under a periodic tenancy, such as a weekly tenancy).
3. Although this Notice relates to an increase in rent under a statutory tenancy it can be served while there is still a contractual tenancy. If the contractual tenancy could be brought to an end before the earliest date set out in paragraph 2 of this Notice by a notice to quit served at the same time as this Notice is served, this Notice will operate to convert the contractual tenancy into a statutory tenancy as from the earliest date set out in that paragraph.

Date of registration

4. Paragraph 1 should show the latest registered rent and the date on which it was registered, *not* the date from which it took effect. If this rent was registered following a determination by a Rent Assessment Committee, paragraph 3(c) should also be filled in to show the date of the Rent Officer's registration which preceded the reference to the Rent Assessment Committee. This date is important in cases to which the general phasing provisions apply (see Note 7).

Variable rents

5. Where the rent is registered as a variable rent in relation to services or works of maintenance or repair provided for by the terms of the tenancy, the landlord may charge the tenant in relation to them in accordance with those terms.

Limitation of rent increases

6. Subject to what is said in Notes 5 and 15 the landlord is not entitled to increase the rent above the registered rent. In cases where the general phasing provisions (set out in section 55 of and Schedule 8 to the Act) apply, the landlord may only increase the rent to the extent permitted by those provisions and no further. The permitted increase may have the effect of increasing the rent to the registered rent, but even so paragraph 3 of this Notice should be filled in. A case will come under the general phasing provisions where:—
 - (a) the tenancy was in existence when the rent was registered, or was granted after that date to the tenant under a previous regulated tenancy or a person who might succeed the tenant as a statutory tenant; and

- (b) the special phasing provisions of Schedule 9 (mainly for formerly controlled tenancies) do not apply (see Note 1 above); and
- (c) the special phasing provisions of section 89 (which concern unregistered Housing Association tenancies in certain circumstances) do not apply. Details of these provisions can be obtained from a Rent Officer or a Citizens' Advice Bureau.

The general phasing provisions are explained in Notes 7 to 12 below.

How general phasing works

7. General phasing is designed to spread rent increases above a certain amount over three annual stages, according to formulae set out in Schedule 8 to the Act. This means that there are two years of delay during which the rent increase may be phased, starting with the date when the rent determined by the Rent Officer was registered. The second increase may be charged a year later, and when the third year starts the full registered rent may be recovered.

8. *Previous rent limit*—in calculating the amount of the permitted increase, the starting point is the previous rent limit. This is usually, but not necessarily, the same as the present rent. It is the amount, disregarding rates, which the landlord was entitled to charge the tenant at the date of registration, or could have charged if he had served all notices of increase that he was entitled to serve. Where the rent has been determined by a Rent Assessment Committee, the date of registration for the purposes of calculating the previous rent limit is still taken as the date of the Rent Officer's original registration.

9. It is the difference between the previous rent limit and the registered rent that determines the permitted increase. This difference may comprise two elements. The first is the service element (if any) shown in paragraph 3(b) of the Notice.

10. *The service element* (which deals with increases on account of services provided by the landlord or a superior landlord) is recorded in the rent register. It is added to the previous rent limit and forms part of the permitted increase the first time an increase is made. There will be no service element, however, if no such amount is recorded in the register. (If the rent is registered as a variable rent, then, notwithstanding phasing, the landlord may charge the tenant for services in accordance with the terms of the tenancy.)

11. *The second element* of the permitted increase consists of the remainder of the difference between the previous rent limit and the registered rent, after deducting any service element. It proceeds either—

- (a) in thirds, one third for each year of delay and the final third at the start of the third year, or
- (b) if the remainder is less than £1.20 per week, in steps of 40p per week for each year (this sum may be altered by Order) until the registered rent is reached. The last step is an increase to the registered rent and may therefore be less than 40p.

How the Notice may be used to cover more than one increase

12. Where the rent is restricted by the general phasing provisions and the dates of further increases up to the registered rent level are known, it is open to the landlord, in filling in paragraph 2 of the Notice, to specify more than one rent increase.

Booklet

13. Further details of the general phasing arrangements are given in a booklet entitled "Regulated Tenancies: your rents rights and responsibilities", available free from a Rent Officer or a Citizens' Advice Bureau.

Long tenancies coming to an end

14. In the case of a statutory tenancy which has arisen by virtue of Part I of the Landlord and Tenant Act 1954 and where the application for the registration of a fair rent was made before the commencement of such tenancy, the date shown in paragraph 2 must not be earlier than the commencement of such tenancy nor earlier than the date from which the registration takes effect.

Rates

15. The registered rent does not include any sum payable in respect of rates borne by the landlord or a superior landlord. For any rental period of a statutory tenancy while there is a registered rent, such sums may be recovered without a notice of increase.

Re-registration

16. The registered rent will remain the maximum recoverable rent (exclusive of rates and subject to phasing) until a different rent is registered (or the registration is cancelled under section 73 of the Act). In general, during the three years from the date on which the registration takes effect, no further application for a new registration may be made unless either—

- (a) it is made by the landlord and the tenant acting together, or
- (b) there has been such a change in the circumstances taken into account when the rent was registered (e.g. the making of an improvement to the premises) as to make the registered rent no longer a fair rent.

But the landlord may apply three months in advance for a new registration to take effect after the end of the three year period.

Rent allowances

17. If the tenant has difficulty in paying his rent, he may apply to the local authority for a rent allowance. Details of the rent allowance scheme (and also of the rate rebate scheme) can be obtained from the local Council Offices.

FORM No. 3

IMPORTANT NOTE—THE RENT ACT 1977 HAS BEEN AMENDED BY HOUSING ACT 1980. THIS FORM AND THE NOTES APPLY ONLY TO CASES WHERE THE RENT WAS REGISTERED BEFORE 28th NOVEMBER 1980

RENT ACT 1977

Sections 45(2), 56 and 114. See Notes 1 to 3.

Notice of Increase of Rent under Regulated Tenancy where the Rent is Registered and the Increase is subject to the Special Phasing Provisions of Schedule 9 to the Act

Please read all the Notes carefully as indicated in the margin

Date.....

To..... tenant of.....

See Note 4.

1. A rent of £..... per..... (exclusive of rates) was registered on..... as the fair rent for the above premises.

See Notes 5 to 7.

2. I hereby give you notice that your rent (exclusive of rates) will be increased as follows:—

* The date must not be earlier than the date of registration, the date on which the registration took effect, nor 4 weeks before the service of this Notice.

Present rent £	Increase in rent (exclusive of rates)	per..... (exclusive of rates).	New rent (exclusive of rates)	* Date of new rent (See Note 7)
£.....	per.....	£.....	per.....	as from.....

See Notes 9 and 10.

NOTE TO TENANT: It is important to keep this Form. It is emphasised that if more than one increase in rent is specified above, each such increase will become payable as from the date shown for that increase. The landlord is not obliged to remind the tenant when such an increase becomes payable.

See Note 6.

3. The following information is relevant to the calculation of each increase in rent specified above:—

- (a) Previous limit at date of first registration of rent after conversion of tenancy or completion of improvements £..... per.....
- (b) If the rent referred to in paragraph 1 above is not the first after conversion of tenancy or completion of improvements details of other rents registered since that event £..... per..... registered on.....
- (c) Where there has been a reference to the Rent Assessment Committee, date of registration of rent determined by Rent Officer.....

See Note 8.

4. It is noted in the rent register that rates in respect of the above premises are paid by the landlord or a superior landlord. These are currently £..... per [half year] [year] and the landlord is entitled to add this amount to the recoverable rent at the rate of £..... per rental period. There may be further increases in the recoverable rent on account of future rate increases.]

Strike out words in square brackets if they do not apply.

Signature of [landlord] [landlord's agent].....
 [Name of landlord if notice served by agent.....]
 Address of landlord.....
 [Address of agent.....]

NOTES

Use of Notice

1. This Notice is for use to increase the rent for the premises where—

- (a) the tenancy is a regulated tenancy and a fair rent is registered under the Rent Act 1977; and
- (b) the increase is for any period of a statutory tenancy (see Notes 2 and 3). (There will be a statutory tenancy where a previous contractual tenancy (lease) has come to an end and the tenant has security of tenure under the Act); and
- (c) either—
 - (i) the tenancy has been converted from a controlled tenancy to a regulated tenancy on the issue of a qualification certificate; or
 - (ii) improvements have been carried out with respect to which a grant under Part I of the Housing Act 1969 or Part VII of the Housing Act 1974 is payable or has been paid;

and the increase is subject to the special phasing provisions of Schedule 9 to the Act.

Contractual tenancies

2. If there is an existing contractual tenancy of the premises and the registered rent is higher than the rent payable under that contract, the landlord cannot increase the rent unless either—

- (a) the contract permits him to do so (in which case there is no need to serve this Notice); or
- (b) he can first terminate the contractual tenancy (e.g. by serving a notice to quit under a periodic tenancy, such as a weekly tenancy).

3. Although this Notice relates to an increase in rent under a statutory tenancy it can be served while there is still a contractual tenancy. If the contractual tenancy could be brought to an end before the earliest date set out in paragraph 2 of this Notice by a notice to quit served at the same time as this Notice is served, this Notice will operate to convert the contractual tenancy into a statutory tenancy as from the earliest date set out in that paragraph.

Date of registration

4. Paragraph 1 should show the latest registered rent and the date on which it was registered, *not* the date from which it took effect. If this rent was registered following a determination by a Rent Assessment Committee, paragraph 3(c) should be filled in to show the date of the Rent Officer's registration which preceded the reference to the Rent Assessment Committee.

Limitation of rent increases

5. In cases to which the special phasing provisions apply, the landlord may only increase the rent to the extent permitted by those provisions and no further. The permitted increase may, however, have the effect of increasing the rent to the registered rent. The way in which the special phasing provisions spread rent increases over certain stages is explained in a booklet entitled "Controlled Tenancies" available free from a Rent Officer or a Citizens' Advice Bureau.

Previous rent limit

6. In calculating the amount of the permitted increase, the starting point is the previous rent limit. This is usually, but not necessarily, the same as the present rent. It is the amount, disregarding rates, which the landlord was entitled to charge the tenant at the date of registration, or could have charged if he had served all notices of increase that he was entitled to serve. Where the rent has been determined by a Rent Assessment Committee, the previous rent limit

is calculated as though that rent had been registered at the date of the Rent Officer's original registration.

How the Notice may be used to cover more than one increase

7. In filling in paragraph 2 of the Notice, it is open to the landlord to specify more than one increase.

Rates

8. The registered rent does not include any sum payable in respect of rates borne by the landlord or a superior landlord. For any rental period of a statutory tenancy while there is a registered rent, such sums may be recovered without a notice of increase.

Re-registration

9. The registered rent will remain the maximum recoverable rent (exclusive of rates and subject to phasing) until a different rent is registered (or the registration is cancelled under section 73 of the Act). In general, during the three years from the date on which the registration takes effect, no further application for a new registration may be made unless either—

- (a) it is made by the landlord and the tenant acting together, or
- (b) there has been such a change in the circumstances taken into account when the rent was registered (e.g. the making of an improvement to the premises) as to make the registered rent no longer a fair rent.

But the landlord may apply 3 months in advance for a new registration to take effect after the end of the 3 year period.

Rent allowances

10. If the tenant has difficulty in paying his rent, he may apply to the local authority for a rent allowance. Details of the rent allowance scheme (and also of the rate rebate scheme) can be obtained from the local Council Offices.

FORM No. 4

RENT ACT 1977, SECTION 46

NOTICE OF INCREASE OF UNREGISTERED RENT UNDER REGULATED TENANCY ON ACCOUNT OF INCREASED RATES. (See Notes 1-3)

Please read all the notes carefully

To..... tenant of.....

1. The rates in respect of the above premises have been increased as follows:—
Previous rates..... New rates..... Date of new rates
per[half year] [year] per [half year] [year] as from.....

2. From.....* your rent will be increased accordingly as follows:—

Present rent Increase in rent New rent
£ per..... £ per..... £ per.....

* The date must not be earlier than 6 weeks before the service of this Notice.

[3. On the day after the service of this Notice you will owe the sum of £....., for arrears of the above increase] (See Note 4).

Signature

[On behalf of.....]

Address of landlord.....

[Name and address of agent.....]

Date.....

NOTES

Use of Notice

1. This notice is for use to increase the rent on account of an increase in rates where—

- (a) the rent is inclusive of rates borne by the landlord or a superior landlord; and
- (b) the tenancy is a regulated tenancy under the Rent Act 1977; and
- (c) a fair rent has *not* been registered for the premises under the Act; and
- (d) the increase is to take effect when the tenancy is a statutory tenancy. A statutory tenancy comes into being when a tenancy agreed between the landlord and the tenant (known as a contractual tenancy) has come to an end and the tenant has security of tenure under the Rent Act 1977.

2. The notice can be served while there is still a contractual tenancy. If the contractual tenancy can be terminated before the date in paragraph 2, this notice can be used instead of a notice to quit to turn the contractual tenancy into a statutory tenancy from that date.

Rate demands

3. Until the local authority's demand for rates in a new rating period is made, the tenant's liability on account of rates continues to be based on the rates for the previous rating period. When the demand for the new period is received, the tenant's liability must be recalculated. If the rates have gone up, the landlord is entitled on serving this notice to an increase of rent on account of the increased rates. If there is a further demand for rates during the rating period, for example, because the rateable value has been increased, the tenant's liability must similarly be recalculated in order to ascertain what increase of rent the landlord is entitled to on account of the increased rates.

Arrears

4. This paragraph will only be needed where the date for the increase is a date earlier than the service of this Notice, and there have been rent days between the earlier date and the date of service of this Notice.

Help with rent and rates

5. If the tenant has difficulty in paying his rent or rates, he should apply to the local Council Offices for details of the rent allowance and rate rebate schemes. The Council will also advise if he may be better off receiving Supplementary Benefit from the Department of Health and Social Security.

FORM No. 5

RENT ACT 1977, SECTION 67
as amended by Housing Act 1980

APPLICATION FOR REGISTRATION OF FAIR RENT

(for use except in certain special cases set out in NOTE 1 which should be read before completing this form).

Please read all the notes carefully

To the Rent Officer

I/We apply for registration of a rent for the premises named in paragraph 1 below, and submit the following particulars of the premises and the tenancy.

THE PARTICULARS

1. Address of premises

2. Name of tenant (and address if different from 1 above)

3. Name and address of landlord

4. (a) Description of the premises (including the number of rooms and, if part only of a building, on which floor or floors)
(b) Is a garage or other separate building or land included in the tenancy? Yes No
If YES, give details.....
(c) Does the tenant share any accommodation—
(i) with the landlord? Yes No
If YES, give details.....
(ii) with another tenant? Yes No
If YES, give details.....

5. State the rent which the applicant seeks to have registered (Exclusive of Rates) see NOTE 2 £..... per.....

6. Are any services provided by the landlord or superior landlord? Yes No
If YES, give details.....

7. If the rent specified in 5 above includes any sum payable for services, state what amount, if any, the applicant claims to represent their value £..... per.....
N.B. Where the application is made by the landlord, he must attach details of the expenditure involved in providing such services; see NOTE 3

8. Is any furniture provided by the landlord or superior landlord? Yes No
If YES, give details, or if there is an inventory, attach a copy.....

9. Terms of the tenancy. (If a copy of the agreement is available it should be attached. It will be returned without delay).
(a) Term and date of commencement: from.....
(b) Rent now payable: £..... per.....
(c) Repairing obligations
(i) of landlord:
(ii) of tenant:
(d) Other terms:

10. (a) Are the premises separately rated? Yes No
 (b) Are the rates paid by the landlord or superior landlord? Yes No

11. Is the landlord a registered housing association, or housing trust, or the Housing Corporation? Yes No

12. Has the Rent Officer previously registered or confirmed a fair rent for the premises? Yes No

13. (1) If this application is made within 2 years* of the date on which a previous registration or confirmation took effect and (2) below does not apply, please state the grounds of application:

.....

- (2) The grounds need not be stated if the application is made—
 (a) jointly by the landlord and tenant at any time; or
 (b) by the landlord alone within the last 3 months of the period of 2 years* from the date on which the previous registration or confirmation took effect; or
 (c) by the landlord or tenant at any time if the previous rent was registered by a Rent Tribunal.

* *Three years* if the previous rent was determined or confirmed by the Rent Officer and his determination was registered, or his confirmation was noted in the Register, before 28th November 1980.

14. Has any change in the state of the premises occurred during the present tenancy (see NOTE 4) because of—

- (a) failure by the tenant (including a former tenant under the present tenancy) to comply with the terms of the tenancy? Yes No
 (b) improvements, including replacement of any fixtures or fittings, carried out by the tenant (including a former tenant under the present tenancy) otherwise than under the terms of the tenancy? Yes No
 (c) improvements by the tenant (including a former tenant under the present tenancy) to any furniture provided for use under the tenancy, or any deterioration in the condition of any such furniture due to ill treatment by the tenant, any person residing or lodging with him or any sub-tenant of his? Yes No

If YES, give details.....

Signed..... Signed.....
 (landlord/landlord's agent)* (tenant/tenant's agent)*

date.....

In a joint application (see NOTE 5) by landlord and tenant, both parties should sign. In an application by joint tenants, they should each sign, unless one signs as an agent for the rest with their agreement, in which case he should state that he is acting as agent.

* Delete the words which do not apply
 If signed by agent, name (For landlord).....
 and address of agent.
 (For tenant).....

NOTES

1. This form should NOT be used for—
 - (a) a statutory tenancy which will arise, or has arisen, at the end of a long tenancy under Part I of the Landlord and Tenant Act 1954 (use form No. 6), or
 - (b) a statutory tenancy which has arisen under the Rent (Agriculture) Act 1976 (use form No. 7), or
 - (c) an application supported by a certificate of fair rent (use form No. 8).
2. The Rent Officer cannot deal with the application unless item 5 has been completed (i.e. the rent is specified by the applicant).
3. If the rent includes an element for services and the application is made by the landlord, the Rent Officer cannot deal with the application unless details of the expenditure incurred on services are provided.
4. In the case of a tenancy which has been converted from a controlled tenancy to a regulated tenancy, "present tenancy" means the tenancy both while it was controlled and since it became regulated.
5. Where a joint application is made by both landlord and tenant, there is no right to have the matter referred to a Rent Assessment Committee if the Rent Officer determines without further consultation that the rent specified in the application is a fair rent.

FORM No. 6

RENT ACT 1977, SECTION 67

as amended by Housing Act 1980

APPLICATION FOR REGISTRATION OF FAIR RENT IN THE CASE OF A STATUTORY TENANCY ARISING AT THE END OF A LONG TENANCY UNDER PART I OF THE LANDLORD AND TENANT ACT 1954

Please read all the notes carefully

To the Rent Officer

I/We apply for registration of a rent for the premises named in paragraph 1 below, and submit the following particulars of the premises and the tenancy.

THE PARTICULARS

-
1. Address of premises
-
2. Name of tenant (and address if different from 1 above)
-
3. Name and address of landlord
-
4. (a) Description of the premises (including the number of rooms and, if part only of a building, on which floor or floors).
 (b) Is a garage or other separate building or land included in the tenancy? Yes No
 If YES, give details.....
- (c) Does the tenant share any accommodation—
 (i) with the landlord? Yes No
 If YES, details.....
 (ii) with another tenant? Yes No
 If YES, details.....
-
5. State the rent which the applicant seeks to have registered (Exclusive of Rates) *see NOTE 1* £..... per.....
-
6. Are any services provided by the landlord or superior landlord? Yes No
 If YES, give details.....
-
7. If the rent specified in 5 above includes any sum payable for services, state what amount, if any, the applicant claims to represent their value. £..... per.....
 N.B. Where the application is made by the landlord, he must attach details of the expenditure involved in providing such services: *see NOTE 2*
-
8. Is any furniture provided by the landlord or superior landlord? Yes No
 If YES, give details, or if there is an inventory, attach a copy.....
-
9. (a) On what date did, or will, the statutory tenancy commence?.....
 (b) What are the terms of the tenancy agreed between the landlord and the tenant or determined by the Court?.....
 (If a copy of the agreement or Court order is available, it should be attached. It will be returned without delay.)
 (c) Were any initial repairs to be carried out? Yes No
 (d) If YES, have they been completed? Yes No
 (e) If NO, give details of the repairs still to be completed:
-

10. (a) Are the premises separately rated? Yes No
 (b) Are the rates paid by the landlord or a superior landlord? Yes No

11. Has any change in the state of the premises occurred during the present tenancy because of—

(a) failure by the tenant (including a former tenant under the present tenancy) to comply with the terms of the tenancy? Yes No

(b) improvements, including replacement of any fixtures or fittings, carried out by the tenant (including a former tenant under the present tenancy) otherwise than under the terms of the tenancy? Yes No

(c) improvements by the tenant (including a former tenant under the present tenancy) to any furniture provided for use under the tenancy, or any deterioration in the condition of any such furniture due to ill treatment by the tenant, any person residing or lodging with him or any sub-tenant of his? Yes No

If YES, give details.....

Signed..... Signed.....
 (landlord/landlord's agent)* (tenant/tenant's agent)*
 date.....

In a joint application (*see NOTE 3*) by landlord and tenant, both parties should sign. In an application by joint tenants, they should each sign, unless one signs as an agent for the rest with their agreement, in which case he should state that he is acting as agent.

* Delete the words which do not apply.

If signed by agent, name (For landlord).....
 and address of agent.

(For tenant).....

NOTES

1. The Rent Officer cannot deal with the application unless item 5 has been completed (i.e. the rent is specified by the applicant).

2. If the rent includes an element for services and the application is made by the landlord, the Rent Officer cannot deal with the application unless details of the expenditure incurred on services are provided.

3. Where a joint application is made by both landlord and tenant, there is no right to have the matter referred to a Rent Assessment Committee if the Rent Officer determines without further consultation that the rent specified in the application is a fair rent.

FORM No. 7

RENT ACT 1977, SECTION 67, AND
 RENT (AGRICULTURE) ACT 1976
 as amended by Housing Act 1980

APPLICATION FOR REGISTRATION OF FAIR RENT IN CASE OF
 STATUTORY TENANCY UNDER THE RENT (AGRICULTURE) ACT 1976
 (see NOTE 1)

Please read the notes carefully

To the Rent Officer

I/We apply for registration of a rent for the premises named in paragraph 1 below, and submit the following particulars of the premises and the statutory tenancy.

THE PARTICULARS

1. Address of premises

2. Name of statutory tenant (and address if different from 1 above)

3. Name and address of landlord

4. (a) Description of the premises (including the number of rooms and, if part only of a building, on which floor or floors).
 (b) Is a garage or other separate building or land included in the tenancy?
 Yes No
 If YES, give details.....
- (c) Does the tenant share any accommodation—
 (i) with the landlord? Yes No
 (ii) with another tenant? Yes No
 If YES, give details.....

5. State the rent which the applicant seeks to have registered (Exclusive of Rates) *see NOTE 2*
 £..... per.....

6. Are any services provided by the landlord or superior landlord?
 Yes No
 If YES, give details.....

7. If the rent specified in 5 above includes any sum payable for services, state what amount, if any, the applicant claims to represent their value. £..... per.....
 N.B. Where the application is made by the landlord, he must attach details of the expenditure involved in providing such services: *see NOTE 3*

8. Is any furniture provided by the landlord or superior landlord?
 Yes No
 If YES, give details, or if there is an inventory, attach a copy.....

9. Terms of the statutory tenancy arising under the Rent (Agriculture) Act 1976—
 (a) Is there an agreement (whether or not in writing) that no rent shall be payable under the statutory tenancy? Yes No
 (b) If the answer to (a) above is NO, is any rent now payable under an agreement (whether or not in writing)? Yes No

- (c) If the answer to (b) is YES, state—
 - (i) What amount is payable.....
 - (ii) When the rent is payable.....
 - (iii) The period of the agreement.....
- (d) Is there an agreement in writing varying the terms of the statutory tenancy?

Yes No
- (e) If the answer to (d) is YES, give details of the agreements. (If a copy is available it should be attached. It will be returned without delay).

- 10. (a) Are the premises separately rated? Yes No
- (b) Are the rates paid by the landlord or a superior landlord? Yes No

- 11. Has the Rent Officer previously registered or confirmed a fair rent for the premises? Yes No

- 12. (1) If this application is made within 2 years* of the date on which a previous registration or confirmation in respect of a statutory tenancy under the Rent (Agriculture) Act 1976 took effect, and (2) below does not apply, please state the grounds of application.....
- (2) The grounds need not be stated if the application is made—
 - (a) jointly by the landlord and tenant at any time; or
 - (b) by the landlord alone within the last 3 months of the period of 2 years* from the date on which the previous registration or confirmation took effect; or
 - (c) by the landlord or tenant at any time if the previous rent was registered by a Rent Tribunal.

* Three years if the previous rent was determined or confirmed by the Rent Officer and his determination was registered, or his confirmation was noted in the Register, before 28th November 1980.

- 13. Has any change in the state of the premises occurred during the present tenancy because of—
 - (a) failure by the tenant (including a former tenant under the present tenancy) to comply with the terms of the tenancy? Yes No
 - (b) improvements, including replacement of any fixtures or fittings carried out by the tenant (including a former tenant under the present tenancy) otherwise than under the terms of the tenancy? Yes No
 - (c) improvements by the tenant (including a former tenant under the present tenancy) to any furniture provided for use under the tenancy, or any deterioration in the condition of any such furniture, due to ill treatment by the tenant, any person residing or lodging with him or any sub-tenant of his? Yes No

If YES, give details.....

Signed..... Signed.....
 (landlord/landlord's agent)* (tenant/tenant's agent)*
 date.....

In a joint application (see NOTE 4) by landlord and tenant, both parties should sign. In an application by joint tenants, they should each sign, unless one signs as an agent for the rest with their agreement, in which case he should state that he is acting as agent.

* Delete the words which do not apply
 If signed by agent, name (For landlord)
 and address of agent. (For tenant)

NOTES

1. Where a tenant—
 - (a) shares essential living accommodation such as a kitchen with other tenants (not the landlord), and
 - (b) has exclusive occupation of only one room, and at the time the tenancy (or licence) was granted, at least three other rooms in the same building were let (or were available for letting) on similar terms as separate residential accommodation,the tenancy will not be a statutory tenancy under the Rent (Agriculture) Act 1976.
2. The Rent Officer cannot deal with the application unless item 5 has been completed (i.e. the rent is specified by the applicant).
3. If the rent includes an element for services and the application is made by the landlord, the Rent Officer cannot deal with the application unless details of the expenditure incurred on services are provided.
4. Where a joint application is made by both landlord and tenant, there is no right to have the matter referred to a Rent Assessment Committee if the Rent Officer determines without further consultation that the rent specified in the application is a fair rent.

FORM No. 8

RENT ACT 1977, SECTION 69, as amended by Housing Act 1980
APPLICATION FOR CERTIFICATE OF FAIR RENT

Please read all the notes carefully

To the Rent Officer

I/We apply for a Certificate of Fair Rent for the premises named in paragraph 1 below, and submit the following particulars.

THE PARTICULARS

1. Address of premises.

2. Grounds of application (*see NOTE 1*)—

**(a)* the applicant intends to provide a dwelling house by the erection or conversion of the premises;

**(b)* the applicant intends to make improvements in the dwelling house;

**(c)* the applicant intends to let the premises on a regulated tenancy (or if the applicant is a registered housing association or housing trust or the Housing Corporation, a Part VI tenancy).

*Cross out whichever does not apply.

3. Is there an existing tenancy of the premises? Yes No
If NO, go to question 7.

4. Name of tenant and address if different from 1 above.

5. Terms of the tenancy. (If a copy of the agreement is available it should be attached. It will be returned without delay.)

(a) Term and date of commencement: _____ from _____ ;

(b) Rent now payable £..... per

(c) Repairing obligations—

(i) of the landlord:

(ii) of the tenant:

(d) Other terms:

6. Has any change in the state of the premises occurred during the present tenancy because of—

(a) failure by the tenant (including a former tenant under the present tenancy) to comply with the terms of the tenancy? Yes No

(b) improvements, including replacement of any fixtures or fittings, carried out by the tenant (including a former tenant under the present tenancy) otherwise than under the terms of the tenancy? Yes No

(c) improvements by the tenant (including a former tenant under the present tenancy) to any furniture, provided for use under the tenancy, or any deterioration in the condition of any such furniture due to ill treatment by the tenant, any person residing or lodging with him, or any sub-tenant of his? Yes No

If YES, give details:

7. Has the Rent Officer previously registered or confirmed a fair rent for the premises? (see NOTE 2). Yes No
-
8. (a) Description of the existing premises (including the number of rooms and, if part only of a building, on which floor or floors).
 (b) Is a garage or other separate building or land included in the tenancy, or will a garage or other separate building or land be included in it? Yes No
 If YES, give details:
 (c) Does or will, the tenant share any accommodation—
 (i) with the applicant? Yes No
 If YES, give details.....
 (ii) with another tenant? Yes No
 If YES, give details.....
-
9. Give a brief description of the works (if any) proposed to be carried out to the premises, and the improvements that will result from them, and enclose plans and specifications of the works:
-
10. State rent which the applicant seeks to have registered (Exclusive of Rates):
 £..... per (see NOTE 3).
-
11. Are any services provided, or to be provided, by the applicant or a superior landlord? Yes No
 If YES, give details:
-
12. If the rent specified in 10 above includes any sum payable for services, state what amount (if any), the applicant claims fairly represents their value.
 £..... per
 If possible, details of the expenditure involved in providing such services should be attached.
-
13. Is any furniture provided, or to be provided, by the applicant or a superior landlord? Yes No
 If YES, give details; or if an inventory is available attach a copy. As far as possible, the applicant should give an indication of the value of the furniture:
-
14. Where there is no existing tenancy, give details of the tenancy it is proposed to grant—
 (a) will it be for a fixed period and, if so, for how long?
 (b) repairing obligations—
 (i) of the landlord:
 (ii) of the tenant:
 (c) for what period will the rent be payable (per week, per month (etc.))?
 (d) other terms (if a copy of the proposed agreement is available it should be attached. It will be returned without delay).
-
15. (a) Are the premises separately rated? Yes No
 (b) Are the rates paid by the applicant or a superior landlord (or will they be paid by the applicant or superior landlord)? Yes No
-
16. Is the applicant a registered housing association or a housing trust, or the Housing Corporation. Yes No
-

Signed
[On behalf of]
Address of applicant.....
.....
[If signed by an agent, name and address of agent.....]
.....
Date.....

NOTES

1. A Certificate of Fair Rent can only be issued if one or other of the circumstances in paragraph 2 apply.
2. If a rent has previously been registered an application under paragraph 2(c) can only be made if at least 2 years have elapsed since the effective date of the last registration or confirmation.
3. The Rent Officer cannot deal with the application unless item 10 has been completed (i.e. the rent is specified by the applicant).

FORM No. 9

RENT ACT 1977, SECTION 69(4),
as amended by Housing Act 1980

APPLICATION FOR REGISTRATION OF FAIR RENT SUPPORTED BY
CERTIFICATE OF FAIR RENT

To the Rent Officer

I/We apply for the registration of a rent for the premises named in paragraph 2 below in accordance with the Certificate of Fair Rent.

THE PARTICULARS

1. Name and address of landlord (the applicant)

2. Address of premises to which Certificate of Fair Rent relates.

3. Date of Certificate of Fair Rent

4. (a) Are the premises separately rated? Yes No
(b) Are the rates paid by the landlord? Yes No

5. Is there a regulated tenancy, or a tenancy to which Part VI of the Act applies, of the premises on the terms shown in the Certificate of Fair Rent? (see NOTE at end). Yes No

If YES, state:

Name of tenant:

Date of commencement of the tenancy:

6. Have the works (if any) specified in the Certificate of Fair Rent been carried out? Yes No

7. (a) Are services provided? Yes No
(b) Are these as specified in the application for the Certificate of Fair Rent? Yes No
(c) If NO, specify the differences:

8. (a) Is furniture provided? Yes No
(b) Is this as specified in the application for the Certificate of Fair Rent? Yes No
(c) If NO, specify the differences:

Signed.....
[On behalf of.....]
[If signed by agent, name and address of agent.....]
Date.....

NOTE

An application for the registration of a rent cannot be made unless there is a regulated tenancy or a tenancy to which Part VI of the Act applies. (Part VI of the Act applies to tenancies where the landlord is a registered housing association, or a housing trust, or the Housing Corporation, which would otherwise be protected tenancies and which are not business tenancies.).

FORM No. 10

RENT ACT 1977, SECTION 73,
as amended by Housing Act 1980

JOINT APPLICATION FOR CANCELLATION OF REGISTERED RENT

To the Rent Officer

We jointly apply for the cancellation of the rent registered for the premises named in paragraph 1 below. A copy of the rent agreement is attached. The agreement increases the rent under the existing protected tenancy or grants a new regulated tenancy at a rent exceeding the rent under the previous tenancy.

At least 2 years have elapsed since the effective date of the last registration or confirmation of the rent.

THE PARTICULARS

1. Address of premises

2. Name of tenant (and address if different from 1 above)

3. Name and address of landlord

4. (a) Description of the premises (including the number of rooms and, if part only of a building, on which floor or floors).

(b) Is a garage or other separate building or land included in the tenancy?

Yes No

If YES, give details:

(c) Does the tenant share any accommodation—

(i) with the landlord?

Yes No

If YES, give details:

(ii) with another tenant?

Yes No

If YES, give details:

5. Are any services provided by the landlord or superior landlord?

Yes No

If YES, give details:

6. Is any furniture provided by the landlord or superior landlord? Yes No

If YES, give details, or if there is an inventory, attach a copy:

7. Terms of the tenancy. (If a copy of the tenancy agreement is available it should be attached. It will be returned without delay.)

(a) Term and date of commencement: from

(b) Rent now payable: £..... per

(c) Repairing obligations—

(i) of landlord:

(ii) of tenant:

(d) other terms:

8. (a) Are the premises separately rated? Yes No
- (b) Are the rates paid by the landlord or a superior landlord? Yes No

9. (a) Is the rent specified in the agreement inclusive of rates? Yes No
- (b) If YES, what is the present amount of the rates?
 £..... per

10. Has any change in the state of the premises occurred during the present tenancy because of—

(a) failure by the tenant (including a former tenant under the present tenancy) to comply with the terms of the tenancy? Yes No

(b) improvements, including replacement of any fixtures or fittings, carried out by the tenant (including a former tenant under the present tenancy) otherwise than under the terms of the tenancy? Yes No

(c) improvements by the tenant (including a former tenant under the present tenancy) to any furniture provided for use under the tenancy, or any deterioration in the condition of any such furniture, due to ill treatment by the tenant, any person residing or lodging with him or any sub-tenant of his? Yes No

If YES, give details:.....

Signed..... Signed.....
 (landlord/landlord's agent)* (tenant/tenant's agent)*

Date.....

* Delete the words which do not apply

If signed by agent, name (For landlord).....
 and address of agent.

(For tenant)

FORM No. 11

RENT ACT 1977, SECTION 73, as amended by Housing Act 1980
APPLICATION FOR CANCELLATION OF REGISTRATION OF RENT
WHERE THERE IS NO REGULATED TENANCY

To the Rent Officer

I/We apply for the cancellation of the registered rent of the premises named below.
At least 2 years have elapsed since the effective date of the registration or confirmation.

The premises are not for the time being subject to a regulated tenancy. If they were
let on a regulated tenancy I/we would be the landlord.

Address of the premises:

Signed

[On behalf of.....]

Address of applicant.....

[If signed by an agent, name and address of agent.....]

.....]

Date.....

FORM No. 12

THIS LETTER IS IMPORTANT. PLEASE READ IT CAREFULLY AND KEEP IT.

Dear Sir/Madam

RENT ACT 1977 as amended by HOUSING ACT 1980

NOTIFICATION OF APPLICATION FOR REGISTRATION OF FAIR RENT
PREMISES:

1. I have received an application for the registration of a fair rent in respect of the premises named above.
2. If you are not the applicant I enclose a copy of the application for your information. PLEASE KEEP IT. The rent proposed by the applicant is shown in paragraph 5 of the application. THIS IS NOT NECESSARILY THE AMOUNT I SHALL REGISTER AS THE FAIR RENT.
3. You are entitled to discuss with me what rent should be registered for the premises. If you wish me to hold a consultation for this purpose, to which the other party would be invited, or have any other comments you should let me know, *in writing*, within 14 days of the date of this letter. I am also writing similarly to the other party.
4. If either party asks for a consultation, or if I consider that one should be held then I will arrange it; if not I may determine and register a fair rent without further proceedings. Whether or not a consultation is held you will have the right to object to a Rent Assessment Committee against the rent I decide to register.
5. It may be necessary for me to inspect the premises, but this will not affect your right to a consultation.* In deciding whether to inspect the premises I need to know whether there has been a material change in condition since any previous inspection by a Rent Officer. If there has, you should let me know in writing within 14 days of the date of this letter.
6. If you need further information, please contact this office.

Yours faithfully

RENT OFFICER

* Inspections are normally made for furnished premises; and for unfurnished premises in the case of the first application for registration, or where 5 years have elapsed since a previous inspection, or where there has been a material change in condition.

FORM No. 13

THIS LETTER IS IMPORTANT. PLEASE READ IT CAREFULLY AND KEEP IT.

Dear Sir/Madam

RENT ACT 1977 as amended by HOUSING ACT 1980

NOTIFICATION OF APPLICATION FOR REGISTRATION OF FAIR RENT
PREMISES:

1. I have received an application for the registration of a fair rent in respect of the premises named above.

2. If you are not the applicant I enclose a copy of the application for your information. PLEASE KEEP IT. The rent the applicant proposes is shown in paragraph 5 of the application. This includes an amount for services provided by the landlord which is shown in paragraph 7. If you are not the landlord and the application was made by him, I enclose a copy of the details (which accompanied the application) of the expenditure incurred by the landlord in providing the services.

3. THE RENT PROPOSED IN THE APPLICATION IS NOT NECESSARILY THE AMOUNT I SHALL REGISTER AS THE FAIR RENT.

4. You are entitled to discuss with me what rent should be registered for the premises. If you wish me to hold a consultation for this purpose, to which the other party would be invited, or have any other comments you should let me know, *in writing*, within 14 days of the date of this letter. I am also writing similarly to the other party.

5. If either party asks for a consultation, or if I consider that one should be held then I will arrange it; if not I may determine and register a fair rent without further proceedings. Whether or not a consultation is held you will have the right to object to a Rent Assessment Committee against the rent I decide to register.

6. It may be necessary for me to inspect the premises, but this will not affect your right to a consultation.* In deciding whether to inspect the premises I need to know whether there has been a material change in condition since any previous inspection by a Rent Officer. If there has, you should let me know in writing within 14 days of the date of this letter.

7. If you need further information, please contact this office.

Yours faithfully

RENT OFFICER

* Inspections are normally made for furnished premises; and for unfurnished premises in the case of the first application for registration, or where 5 years have elapsed since a previous inspection, or where there has been a material change in condition.

FORM No. 14

RENT ACT 1977, Schedule 11, paragraph 7

NOTICE BY RENT ASSESSMENT COMMITTEE REQUIRING FURTHER INFORMATION

Date.....

To.....[landlord] [tenant] of
(address of premises)

(1) The application for registration of a fair rent for the above-named premises, made by has been referred by the Rent Officer for to a Rent Assessment Committee. To enable them to consider this application the Committee require you to give them the further information indicated below. You should send this information by not later than to:

(2) The further information required is:

(3) If you fail without reasonable cause to comply with this notice you will be liable on first conviction to a fine not exceeding £50 and on a second or subsequent conviction to a fine not exceeding £100.

Signed
for the Rent Assessment Committee

FORM No. 15

RENT ACT 1977, SECTION 81A, as amended by Housing Act 1980

APPLICATION FOR CANCELLATION OF RENT REGISTERED BY RENT TRIBUNAL

To the Rent Tribunal

I/We apply for the cancellation of the rent registered by the Rent Tribunal for the premises named below. At least 2 years have elapsed since the rent was entered on the register.

The dwelling is not for the time being subject to a restricted contract. If it were subject to a restricted contract, I/we would be the lessor.

Address of the premises:

Signed

[On behalf of.....]

Address of applicant.....

[If signed by an agent, name and address of agent.....

.....]

Date.....

SCHEDULE 2**PARTICULARS WITH REGARD TO THE TENANCY TO BE REGISTERED
IN THE REGISTER OF RENTS KEPT BY THE RENT OFFICER.**

1. Address of premises.
2. Names and addresses of landlord and tenant.
3. If granted for a term, date of commencement of the tenancy and length of term.
4. The rental period.
5. Allocation between landlord and tenant of liabilities for repairs.
6. Details of services provided by the landlord or a superior landlord.
7. Details of furniture provided by the landlord or a superior landlord.
8. In the case of a statutory tenancy which has arisen by virtue of Part I of the Landlord and Tenant Act 1954, particulars of the initial repairs.
9. Any other terms of the tenancy taken into consideration in determining the fair rent.

SCHEDULE 3

PARTICULARS RELATING TO A RESTRICTED CONTRACT REGARDING WHICH LESSORS MAY BY NOTICE BE REQUIRED TO GIVE INFORMATION.

1. The name of the lessee.
2. A specification of the dwelling to which the contract relates.
3. Accommodation occupied or used by the lessee (*a*) exclusively, (*b*) in common with the lessor (*c*) in common with persons other than the lessor.
4. Furniture provided by the lessor for the use of the lessee.
5. Services provided by the lessor for the use of the lessee.
6. The rateable value of the accommodation occupied by the lessee, where this has been separately assessed, or, where it has not, the rateable value of the dwelling of which the accommodation forms part.
7. Responsibility for payment of the rates for the accommodation occupied by the lessee.
8. Payments contracted to be made by the lessee to the lessor, and if separate payments are made in respect of occupation, furniture and services the separate payments in respect of each.
9. Whether board is supplied, and if so the nature and amount of the board.
10. The date the occupation of the accommodation began.

SCHEDULE 4

PARTICULARS WITH REGARD TO THE CONTRACT TO BE ENTERED IN THE REGISTER.

1. Names and addresses of parties to the restricted contract referred to the rent tribunal.
2. (a) The accommodation of which the lessee is entitled to exclusive occupation;
(b) the accommodation of which the lessee is entitled to the use in common with—
 - (i) the lessor
 - (ii) persons other than the lessor.
3. Details of any furniture provided by the lessor for the use of the lessee.
4. Details of any services provided by the lessor.
5. Whether board is supplied, and if so the nature and amount of the board.
6. Any other terms of the contract taken into consideration in determining the rent.

Signed by authority of
the Secretary of State
28th October 1980.

John Stanley,
Minister for Housing and Construction,
Department of the Environment.

30th October 1980.

Nicholas Edwards,
Secretary of State for Wales.

EXPLANATORY NOTE

(This Note is not part of the Regulations.)

These Regulations supersede the Rent (Agriculture) (Rent Registration) Regulations 1978 and the Rent Regulation (Forms etc.) Regulations 1978. They also replace paragraphs 11 and 12 of the Furnished Houses (Rent Control) Regulations 1946 (S.R. & O. 1946/781). They prescribe the forms to be used for the purposes of various provisions of the Rent (Agriculture) Act 1976 and the Rent Act 1977. A list of the prescribed forms appears at the beginning of Schedule 1.

The forms incorporate drafting amendments but the main changes have been made so as to reflect the amendments made by the Housing Act 1980 (1980 c. 51) to the 1976 and 1977 Acts. Briefly, these changes involve—

- (1) the abolition of controlled tenancies;
- (2) changes in the date from which decisions of rent officers and rent assessment committees are effective;
- (3) a reduction in the period of phasing of rent increases and of the period before which further applications can be made for the registration of rents;
- (4) provisions to enable owners of non-tenanted properties to apply for the cancellation of rents registered in respect of them;
- (5) a requirement whereby applications for rents including the cost of services must be accompanied by details of the cost of those services;
- (6) modifications to the procedures of rent officers in considering applications for the registration of rents;
- (7) the transfer of the functions of rent tribunals to rent assessment committees.

As a result of these amendments, certain forms previously prescribed are no longer required and are not repeated. However, four new forms have been prescribed—an application for cancellation of a registered rent where there is no regulated tenancy (form No. 11), notices to be given by rent officers to landlords and tenants on the receipt of applications for the registration of fair rents (forms Nos. 12 and 13) and the application for the cancellation of a rent registered by a rent tribunal (form No. 15).

The Regulations prescribe the particulars with regard to regulated tenancies which are to be contained in the register kept by rent officers, and increase to 50p the fee which is payable for a certified copy of an entry in a register. They also prescribe the particulars relating to restricted contracts about which lessors can be required to supply information to rent tribunals, and the particulars with regard to such contracts which are to be contained in the register kept by the president of rent assessment panels. The fee for a certified copy of an entry in that register is similarly increased to 50p.

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