
STATUTORY INSTRUMENTS

1993 No. 2246

HOUSING, ENGLAND AND WALES

The Housing (Right to Buy) (Prescribed Forms) (Amendment) Regulations 1993

Made - - - - *9th September 1993*

Coming into force - - *11th October 1993*

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 on them by section 176(1) and (5) of the Housing Act 1985⁽¹⁾ and of all other powers enabling them in that behalf, hereby make the following Regulations:

Citation and commencement

1. These Regulations may be cited as the Housing (Right to Buy) (Prescribed Forms) (Amendment) Regulations 1993 and shall come into force on 11th October 1993.

Amendments

2.—(1) The Housing (Right to Buy) (Prescribed Forms) Regulations 1986⁽²⁾ are amended in accordance with the following provisions of this regulation.

(2) After regulation 3 insert—

“**3A.** The form set out in Schedule 3 to these regulations, or a form substantially to the like effect, shall be the form of notice to be used by a secure tenant in claiming to exercise the right to acquire on rent to mortgage terms under section 144 of the Housing Act 1985.

3B. The form set out in Schedule 4 to these regulations, or a form substantially to the like effect, shall be the form of notice to be used by the landlord in admitting or denying the tenant’s right to acquire on rent to mortgage terms under section 146 of the Housing Act 1985.”⁽³⁾

(3) In Schedule 1 (form of notice claiming right to buy)—

(a) in the first paragraph⁽⁴⁾ omit “new town development corporations, and”;

(1) 1985 c. 68.

(2) S.I.1986/2194; relevant amending instruments are S.I. 1989/239, S.I. 1990/207.

(3) Section 144 was substituted by section 109 of the Leasehold Reform, Housing and Urban Development Act 1993 (c. 28), and section 146 was substituted by section 110 of that Act.

(4) Substituted by S.I. 1989/239.

- (b) after the first paragraph insert—
- “Tenants who wish to claim the right to acquire their homes on rent to mortgage terms should also complete this form. The procedure for applying for the right to buy and for rent to mortgage is at first the same. You decide at a later stage which option you wish to pursue-see the section of this form headed “What happens next?”.”;
- (c) in the third paragraph for “(B3/3), Victoria Road, Ruislip, HA4 0NZ” substitute “, P.O. Box 151, London E15 2HF”; and
- (d) in Part G—
- (i) above the last space for a signature omit “and the right to a mortgage”; and
- (ii) for the second paragraph after the heading “What happens next?” substitute—
- “After admitting your right to buy your landlord must notify you of the proposed terms of sale, including the purchase price. Your landlord must also give you information about the rent to mortgage scheme. At that stage you must decide whether to go ahead with the right to buy, or to apply to acquire on rent to mortgage terms, or to withdraw your application.
- If you decide on the right to buy or on rent to mortgage, you are not committed to buying the property under either scheme. You can transfer later from one scheme to the other. You may also withdraw at any time before completion by writing to your landlord.”.
- (4) In Schedule 2 (notice in reply to tenant’s right to buy claim)—
- (a) in Part A(5) omit the parenthetical words immediately after—
- (i) “property is admitted”; and
- (ii) (in the note to tenant) “The landlord is”;
- (b) in Part B—
- (i) for the heading substitute—
- “Part B: Denial of the right to buy on grounds other than paragraph 11 of Schedule 5 to the Housing Act 1985”; and**
- (ii) after “*statutory provisions*” insert “. *Complete Part C as well as Part B if the right to buy is denied on the ground in paragraph 11 of Schedule 5 to the Housing Act 1985 and on another ground.*”; and
- (c) for Part C substitute—

Part C: Elderly persons' dwellings: Denial of the right to buy on the ground in paragraph 11 of Schedule 5 to the Housing Act 1985

To:

Name(s) of person(s) whose right to buy is denied

<i>Surname</i>	<i>Other names</i>

Your right to buy the following property is denied:

Address of property

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Reason for denial

In the opinion of the landlord you do not have the right to buy because paragraph 11 of Schedule 5 to the Housing Act 1985 applies.

This means that the property

- was first let before 1st January 1990,
- is particularly suitable for occupation by elderly persons, and
- was let for occupation by a person aged 60 or more.

Note to tenant

If you do not agree with this reason for denying the right to buy you may ask the Secretary of State to decide whether it is correct. You must apply to the Secretary of State **within eight weeks**. If the property is in England write to HRTB Division, Department of the Environment, 2 Marsham Street, London SW1P 3EB. If the property is in Wales write to Housing Division, Welsh Office, Cathays Park, Cardiff CF1 3NQ.

(5) After Schedule 2, insert, as Schedules 3 and 4, the content of the Schedule to these Regulations.

Revocation

3. The Housing (Right to Buy) (Prescribed Forms) (Amendment) Regulations 1990(6) are hereby revoked.

Savings

4. These Regulations do not apply in a case where a notice under section 122 of the Housing Act 1985 (tenant's notice claiming to exercise the right to buy) was served before 11th October 1993.

(6) 1990/207.

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

Signed by authority of the Secretary of State

8th September 1993

G. S. K. Young
Minister of State,
Department of the Environment

9th September 1993

John Redwood
Secretary of State for Wales

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SCHEDULE

Regulation 2(5)

“SCHEDULE 3

Regulation 3A

Form RTB 3HOUSING ACT 1985: SECTION 144NOTICE CLAIMING THE RIGHT TO ACQUIRE ON RENT TO MORTGAGE TERMS

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

This notice is for use by certain secure tenants of local authorities and of certain housing associations and other bodies, who wish to claim the right to acquire their homes on rent to mortgage terms.

When you have filled in this notice, take it or send it by recorded delivery to your landlord. If you take it by hand, ask for a receipt. Keep a copy of the completed notice for yourself.

TO THE LANDLORD:

Part A: The property

Give the following details:

Address of the property you wish to acquire on rent to mortgage terms

Name of your landlord

Give the date of your application to buy and your landlord's reference number if you know it.

Date of application

Landlord's reference number

Part B: The tenant(s)

Give the following details of each person wishing to acquire on rent to mortgage terms:

Surname

Other names

Part C: Housing benefit

1. Has it been determined that you are entitled to housing benefit for any part of the last 12 months?

Please tick appropriate box

Yes No

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2. Has a claim for housing benefit been made by you or on your behalf for any part of the last 12 months and not been determined or withdrawn?

Please tick appropriate box

Yes No

Notes:

1. You cannot exercise the right to acquire on rent to mortgage terms:
 - if it has been determined that you are entitled to housing benefit for any part of the period which starts 12 months before you claim the right and ends with the date on which your acquisition is completed, or
 - if you or someone on your behalf has claimed housing benefit for any part of that period and the claim for benefit has not been determined or withdrawn.
2. If you claim housing benefit after applying to exercise the right to acquire on rent to mortgage terms, please tell your landlord.

Part D: Signature

Remember, if you deliberately give false information you may be prosecuted.

To be completed by each person wishing to acquire on rent to mortgage terms:

- I claim the right to acquire on rent to mortgage terms
- As far as I know the information given in this notice is true

<i>Signature</i>	<i>Surname</i>	<i>Other names</i>	<i>Date</i>

What happens next?

Your landlord must reply to your claim promptly, either by admitting or denying the right to acquire on rent to mortgage terms.

If your landlord has admitted the right to acquire on rent to mortgage terms, he must, at the same time, notify you of the proposed terms including the amount of the minimum initial payment.

This notice does not commit you to acquiring the property on rent to mortgage terms. You can transfer back to the right to buy, or you may withdraw at any time before completion by writing to your landlord.

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LANDLORD'S NAME

The Landlord should delete any Part of this notice which does not apply.

Part A: Admission of the right to acquire on rent to mortgage terms

To: Name(s) of person(s) whose right to acquire on rent to mortgage terms is admitted

Surname Other names

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Your right to acquire the following property on rent to mortgage terms is admitted:

Address of property

Part B: Denial of the right to acquire on rent to mortgage terms

To: Name(s) of person(s) whose right to acquire on rent to mortgage terms is denied

Surname Other names

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Your right to acquire the following property on rent to mortgage terms is denied:

Address of property

Reason(s) for denial

In the opinion of the landlord you do not have the right to acquire on rent to mortgage terms for the following reason(s):

Give full reasons; include references to any relevant statutory provisions

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.....
.....
.....

NOTE TO TENANT

Your right to acquire on rent to mortgage terms can only be denied in the circumstances set out in the Housing Act 1985, as amended.

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Part C: Minimum initial payment and other information

If the right to acquire on rent to mortgage terms is admitted, the landlord should insert the information on the minimum initial payment and the other information required by section 146(1)(a) of the Housing Act 1985.

Signed on behalf of the landlord	<input type="text"/>	Name	<input type="text"/>
Office held	<input type="text"/>	Date	<input type="text"/>

What happens next?

NOTE TO TENANT

There are three choices open to you at this stage. You must let your landlord know whether you want to:

- pursue your claim to exercise the right to acquire on rent to mortgage terms, stating the amount of the initial payment which you propose to make—see note below on ‘Initial payment’; or
- withdraw your claim to exercise the right to acquire on rent to mortgage terms and pursue your claim to exercise the right to buy; or
- withdraw both your claim to exercise the right to buy and your claim to exercise the right to acquire on rent to mortgage terms.

IMPORTANT: There is a time limit for responding to this notice. You should let your landlord know, in writing, **within twelve weeks** of receiving this notice which of the above choices you want to pursue.

If you do not respond within twelve weeks your landlord can send you another notice. If you do not respond to that notice **within 28 days** your notice claiming to exercise the right to acquire on rent to mortgage terms will be treated as withdrawn.

At any time before the end of the 28-day period, your landlord may extend it. If there are reasonable circumstances, for example if you are in hospital, it will be extended automatically until 28 days after those circumstances no longer exist.

- If you tell your landlord that you intend to pursue your claim to exercise your right to acquire on rent to mortgage terms, you are not committed to this. You can transfer back to the right to buy.
- If you tell your landlord that you intend to pursue your claim to exercise the right to buy, you are not committed to this. You can apply again to exercise your right to acquire on rent to mortgage terms.
- If you decide later on that you do not want to buy at all, you can withdraw at any time before completion by writing to your landlord.

Initial payment

If you decide that you want to pursue your claim to exercise the right to acquire on rent to mortgage terms, you must tell your landlord the amount of the initial payment which you propose to make. This cannot be less than the minimum initial payment stated in Part C of this form and it cannot be more than 80% of the purchase price stated in your landlord’s offer notice. You are not committed to paying the amount you propose. You can change it at any time before completion by writing to your landlord.

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EXPLANATORY NOTE

(This note is not part of the Regulations)

These Regulations amend the forms of notice (prescribed by the Right to Buy (Prescribed Forms) Regulations 1986) to be used by secure tenants to claim the right to buy under Part V of the Housing Act 1985 and by the landlord in reply. The amendments are subject to the saving provision in regulation 4. The Regulations also prescribe the form to be used by tenants claiming the right to acquire on rent to mortgage terms under Part V and the form of notice to be used by a landlord to admit or deny that claim.

The amendments and the new forms are consequential on amendments made to Part V of the Housing Act 1985 by the Leasehold Reform, Housing and Urban Development Act 1993. The 1993 Act added to Part V the right to acquire on rent to mortgage terms and substituted a new paragraph 11 (exclusion from the right to buy for certain dwelling-houses) in Schedule 5 to the Housing Act 1985.