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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

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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for housing benefit been made by you or on your behalf for any part of the last 12 months and not been determined or withdrawn?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behalf has claimed housing benefit for any part of that period and the claim for benefit has not been determined or withdrawn.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

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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

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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

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

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.