



Housing Act 1985

1985 CHAPTER 68

PART V

THE RIGHT TO BUY

Change of tenant or landlord after service of notice claiming right to buy

136 Change of secure tenant after notice claiming right to buy.

- (1) Where, after a secure tenant (“the former tenant”) has given a notice claiming the right to buy, another person (“the new tenant”)—
 - (a) becomes the secure tenant under the same secure tenancy, otherwise than on an assignment made by virtue of section 92 (assignments by way of exchange), or
 - (b) becomes the secure tenant under a periodic tenancy arising by virtue of section 86 (periodic tenancy arising on termination of fixed term) on the coming to an end of the secure tenancy,the new tenant shall be in the same position as if the notice had been given by him and he had been the secure tenant at the time it was given.
- (2) If a notice under section 125 (landlord’s notice of purchase price and other matters has been served on the former tenant, the landlord shall serve on the new tenant a further form for his use in claiming to exercise the right to a mortgage.
- (3) The new tenant may then serve a notice under section 134 (tenant’s notice claiming to exercise right to a mortgage) within the period of three months beginning with the service on him of that form or within that period as extended under the following provisions.
- (4) Where there are reasonable grounds for doing so, the landlord or, as the case may be, the [F¹Corporation] shall by notice in writing served on the new tenant extend (or further extend) the period within which his notice claiming to exercise the right to a mortgage may be served.

Status: Point in time view as at 01/02/1991.

Changes to legislation: Housing Act 1985, Cross Heading: Change of tenant or landlord after service of notice claiming right to buy is up to date with all changes known to be in force on or before 30 May 2024. There are changes that may be brought into force at a future date. Changes that have been made appear in the content and are referenced with annotations. (See end of Document for details)

- (5) If in such a case the landlord or [^{F1}Corporation] fails to do so, the county court may by order extend or further extend that period until such date as may be specified in the order.
- (6) The preceding provisions of this section do not confer any right on a person required in pursuance of section 123 (claim to share right to buy with members of family) to share the right to buy, unless he could have been validly so required had the notice claiming to exercise the right to buy been given by the new tenant.
- (7) The preceding provisions of this section apply with the necessary modifications if there is a further change in the person who is the secure tenant.

Textual Amendments

F1 Words substituted by [Housing Act 1988 \(c. 50, SIF 61\)](#), s. 140(2), [Sch. 17 Pt. II para. 106](#)

137 Change of landlord after notice claiming right to buy or right to a mortgage.

[^{F2}(1) Where the interest of the landlord in the dwelling-house passes from the landlord to another body after a secure tenant has given a notice claiming to exercise the right to buy or the right to a mortgage, all parties shall [^{F3}, subject to subsection (2),] be in the same position as if the other body had become the landlord before the notice was given and had been given that notice and any further notice given by the tenant to the landlord and had taken all steps which the landlord had taken.]

[^{F4}(2) If the circumstances after the disposal differ in any material respect, as for example where—

- (a) the interest of the donee in the dwelling-house after the disposal differs from that of the donor before the disposal, or
- (b) the right to a mortgage becomes exercisable against the [^{F5}Corporation] rather than the landlord, or *vice versa*, or
- (c) any of the provisions of Schedule 5 (exceptions to the right to buy) becomes or ceases to be applicable,

all those concerned shall, as soon as practicable after the disposal, take all such steps (whether by way of amending or withdrawing and re-serving any notice or extending any period or otherwise) as may be requisite for the purpose of securing that all parties are, as nearly as may be, in the same position as they would have been if those circumstances had obtained before the disposal.]

Textual Amendments

F2 [S. 137](#), existing provision renumbered as s. 137(1) by [Housing and Planning Act 1986 \(c. 63, SIF 61\)](#), s. 24(1), [Sch. 5 Pt. I para. 4\(1\)](#)

F3 Words inserted by [Housing and Planning Act 1986 \(c. 63, SIF 61\)](#), s.24(1), [Sch. 5 Pt. I para. 4\(2\)](#)

F4 [S. 137\(2\)](#) inserted by [Housing and Planning Act 1986 \(c. 63, SIF 61\)](#), s. 24(1), [Sch. 5 Pt. I para. 4\(3\)](#)

F5 Words substituted by [Housing Act 1988 \(c. 50, SIF 61\)](#), s. 140(2), [Sch. 17 Pt. II para. 106](#)

Status:

Point in time view as at 01/02/1991.

Changes to legislation:

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