



Housing Act 1988

1988 CHAPTER 50

PART V

MISCELLANEOUS AND GENERAL

Right to buy etc. and grants to obtain accommodation

124 Right to buy: tenant's sanction for landlord's delays

After section 153 of the Housing Act 1985 there shall be inserted the following sections—

“153A Tenant's notices of delay

- (1) Where a secure tenant has claimed to exercise the right to buy, he may serve on his landlord a notice (in this section referred to as an “initial notice of delay”) in any of the following cases, namely,—
 - (a) where the landlord has failed to serve a notice under section 124 within the period appropriate under subsection (2) of that section;
 - (b) where the tenant's right to buy has been established and the landlord has failed to serve a notice under section 125 within the period appropriate under subsection (1) of that section;
 - (c) where the tenant has claimed to exercise the right to be granted a shared ownership lease and the landlord has failed to serve a notice under section 146 within the period of the four weeks required by that section;
 - (d) where the tenant's right to a shared ownership lease has been established and the landlord has failed to serve a notice under section 147 within the period of the eight weeks required by that section; or
 - (e) where the tenant considers that delays on the part of the landlord are preventing him from exercising expeditiously his right to buy or his right to be granted a shared ownership lease;

Status: This is the original version (as it was originally enacted).

and where an initial notice of delay specifies any of the cases in paragraphs (a) to (d), any reference in this section or section 153B to the default date is a reference to the end of the period referred to in the paragraph in question or, if it is later, the day appointed for the coming into force of section 124 of the Housing Act 1988.

- (2) An initial notice of delay—
 - (a) shall specify the most recent action of which the tenant is aware which has been taken by the landlord pursuant to this Part of this Act; and
 - (b) shall specify a period (in this section referred to as “the response period”), not being less than one month, beginning on the date of service of the notice, within which the service by the landlord of a counter notice under subsection (3) will have the effect of cancelling the initial notice of delay.
- (3) Within the response period specified in an initial notice of delay or at any time thereafter, the landlord may serve on the tenant a counter notice in either of the following circumstances—
 - (a) if the initial notice specifies any of the cases in paragraphs (a) to (d) of subsection (1) and the landlord has served, or is serving together with the counter notice, the required notice under section 124, section 125, section 146 or section 147, as the case may be; or
 - (b) if the initial notice specifies the case in subsection (1)(e) and there is no action under this Part which, at the beginning of the response period, it was for the landlord to take in order to allow the tenant expeditiously to exercise his right to buy or his right to be granted a shared ownership lease and which remains to be taken at the time of service of the counter notice.
- (4) A counter notice under subsection (3) shall specify the circumstances by virtue of which it is served.
- (5) At any time when—
 - (a) the response period specified in an initial notice of delay has expired, and
 - (b) the landlord has not served a counter notice under subsection (3),the tenant may serve on the landlord a notice (in this section and section 153B referred to as an “operative notice of delay”) which shall state that section 153B will apply to payments of rent made by the tenant on or after the default date or, if the initial notice of delay specified the case in subsection (1)(e), the date of the service of the notice.
- (6) If, after a tenant has served an initial notice of delay, a counter notice has been served under subsection (3), then, whether or not the tenant has also served an operative notice of delay, if any of the cases in subsection (1) again arises, the tenant may serve a further initial notice of delay and the provisions of this section shall apply again accordingly.

153B Payments of rent attributable to purchase price etc

- (1) Where a secure tenant has served on his landlord an operative notice of delay, this section applies to any payment of rent which is made on or after the default date or, as the case may be, the date of the service of the notice and before the

occurrence of any of the following events (and, if more than one event occurs, before the earliest to occur)—

- (a) the service by the landlord of a counter notice under section 153A(3);
- (b) the date on which the landlord makes to the tenant the grant required by section 138 or, as the case may be, section 150;
- (c) the date on which the tenant serves notice under section 142(2) (claiming to be entitled to defer completion);
- (d) the date on which the tenant withdraws or is deemed to have withdrawn the notice claiming to exercise the right to buy or, as the case may be, the notice claiming to exercise the right to be granted a shared ownership lease; and
- (e) the date on which the tenant ceases to be entitled to exercise the right to buy.

(2) Except where this section ceases to apply on a date determined under any of paragraphs (c) to (e) of subsection (1), so much of any payment of rent to which this section applies as does not consist of—

- (a) a sum due on account of rates, or
- (b) a service charge (as defined in section 621A),

shall be treated not only as a payment of rent but also as a payment on account by the tenant which is to be taken into account in accordance with subsection (3).

(3) In a case where subsection (2) applies, the amount which, apart from this section, would be the purchase price or, as the case may be, the tenant's initial contribution for the grant of a shared ownership lease shall be reduced by an amount equal to the aggregate of—

- (a) the total of any payments on account treated as having been paid by the tenant by virtue of subsection (2); and
- (b) if those payments on account are derived from payments of rent referable to a period of more than twelve months, a sum equal to the appropriate percentage of the total referred to in paragraph (a).

(4) In subsection (3)(b) “the appropriate percentage” means 50 per cent. or such other percentage as may be prescribed.”