



# Leasehold Reform, Housing and Urban Development Act 1993

## 1993 CHAPTER 28

### PART II

#### PUBLIC SECTOR HOUSING

### CHAPTER I

#### ENGLAND AND WALES

#### *Right to acquire on rent to mortgage terms*

#### **111 Tenant's notice of intention etc**

After section 146 of the 1985 Act there shall be inserted the following sections—

#### **“146A Tenant's notice of intention**

- (1) Where a notice under section 146 has been served on a secure tenant, he shall within the period specified in subsection (2) serve a written notice on the landlord stating either—
  - (a) that he intends to pursue his claim to exercise the right to acquire on rent to mortgage terms and the amount of the initial payment which he proposes to make, or
  - (b) that he withdraws that claim and intends to pursue his claim to exercise the right to buy, or
  - (c) that he withdraws both of those claims.
- (2) The period for serving a notice under subsection (1) is the period of twelve weeks beginning with the service of the notice under section 146.

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*Status: This is the original version (as it was originally enacted).*

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- (3) The amount stated in a notice under subsection (1)(a)—
- (a) shall not be less than the minimum initial payment and not more than the maximum initial payment, and
  - (b) may be varied at any time by notice in writing served on the landlord.

#### **146B Landlord's notice in default**

- (1) The landlord may, at any time after the end of the period specified in section 146A(2), serve on the tenant a written notice—
- (a) requiring him, if he has failed to serve the notice required by section 146A(1), to serve that notice within 28 days, and
  - (b) informing him of the effect of this subsection and subsection (4).
- (2) At any time before the end of the period mentioned in subsection (1)(a) (or that period as previously extended) the landlord may by written notice served on the tenant extend it (or further extend it).
- (3) If at any time before the end of that period (or that period as extended under subsection (2)) the circumstances are such that it would not be reasonable to expect the tenant to comply with a notice under this section, that period (or that period as so extended) shall by virtue of this subsection be extended (or further extended) until 28 days after the time when those circumstances no longer obtain.
- (4) If the tenant does not comply with a notice under this section the notice claiming to exercise the right to acquire on rent to mortgage terms shall be deemed to be withdrawn at the end of that period (or, as the case may require, that period as extended under subsection (2) or (3)).”