
S T A T U T O R Y I N S T R U M E N T S

1976 No. 378

LANDLORD AND TENANT

The Rent Book (Forms of Notice) Regulations 1976

<i>Made - - - -</i>	<i>8th March 1976</i>
<i>Laid before Parliament</i>	<i>18th March 1976</i>
<i>Coming into Operation</i>	<i>1st June 1976</i>

The Secretary of State, in exercise of powers conferred by section 2(1) of the Landlord and Tenant Act 1962^(a) (as amended by section 117(2) of, and Schedule 15 to, the Rent Act 1968^(b)) and now vested in him^(c), and of all other powers enabling him in that behalf, hereby makes the following regulations:—

1. These regulations may be cited as the Rent Book (Forms of Notice) Regulations 1976 and shall come into operation on 1st June 1976.

2.—(1) In these regulations—

“the Rent Act” means the Rent Act 1968;

“controlled tenancy” and “regulated tenancy” shall be construed in accordance with section 7 of the Rent Act;

“protected tenancy” shall be construed in accordance with section 1 of the Rent Act; and

“statutory tenancy” shall be construed in accordance with section 3 of the Rent Act.

(2) The Interpretation Act 1889^(d) shall apply for the interpretation of these regulations as it applies for the interpretation of an Act of Parliament and as if these regulations and the regulations revoked by regulation 4 below were Acts of Parliament.

(3) In these regulations, unless the context otherwise requires, references to any enactment shall be construed as references thereto as amended by or under any other enactment.

3.—(1) Every rent book or other similar document provided in pursuance of section 1 of the Landlord and Tenant Act 1962 (provision of rent book or other similar document where the rent is payable weekly) shall in the cases specified in paragraph (2) below contain a notice of the matters set out in the appropriate form, or in a form substantially to the same effect.

(2) For the purposes of this regulation the appropriate form is:—

(a) in the case of premises being a dwelling-house let on or subject to a protected tenancy or statutory tenancy which is a controlled tenancy, the form set out in Part I of the Schedule to these regulations;

(b) in the case of premises being a dwelling-house let on or subject to a protected tenancy or statutory tenancy which is a regulated tenancy, the form set out in Part II of the said Schedule;

(c) in the case of premises occupied by virtue of a contract to which Part VI of the Rent Act applies, the form set out in Part III of the said Schedule.

^(a) 1962 c. 50.

^(c) S.I. 1970/1681 (1970 III, p. 5551).

^(b) 1968 c. 23.

^(d) 1889 c. 63.

4. The Rent Book (Forms of Notice) Regulations 1972(a) and the Rent Book (Forms of Notice) (Amendment) Regulations 1973(b) are hereby revoked.

SCHEDULE

Regulation 3

PART I

RENT BOOK FOR CONTROLLED TENANCY

Form of notice to be included in every rent book or other similar document used in connection with a controlled tenancy under which the rent is payable weekly.

INFORMATION FOR TENANT

*These entries must be kept up to date.

1. Address of premises.....
2. Name and address of landlord.....
3. Name and address of agent (if any).....
- *4. The inclusive rent is £..... per week.
- *5. The rent includes £..... per week for rates borne by the landlord or a superior landlord.
- *6. The rent also includes £..... per week for services or furniture.
- *7. The rent further includes £..... per week for improvements.
- *8. The rent further includes £..... per week for repairs.
9. The rateable value of the premises let on 31st March 1972 was £.....
10. If you think the landlord is not entitled to the rent being charged, you can apply to the county court to settle the matter.
11. If the rent includes a charge for services or furniture, appropriate adjustments to the charge can be agreed between you and the landlord in writing or, if agreement cannot be reached, decided by the county court.
12. Documents authorised or required by Part V of the Rent Act 1968 to be served by you on the landlord may be served on the agent (if any) named above or on the person who receives the rent. If the full name and address or the place of business of the landlord is required for any reason, he or his agent or the person who receives the rent must give you that information if you ask him for it in writing.
13. Your tenancy will cease to be controlled if the local authority issue a qualification certificate stating that the premises let to you have all the standard amenities for your exclusive use and are in good repair and fit for human habitation.
14. Should your tenancy cease to be controlled and you occupy the premises for purely residential purposes, the tenancy will become regulated, and your security of tenure will not be affected. It will be possible for a rent to be registered which is higher than the rent stated in paragraphs 4 to 8 above, but if this happens you may not have to pay the full amount of the higher rent at once, since any increase in the rent above 50 pence per week will be subject to phasing provisions.
15. Should your tenancy cease to be controlled and you occupy the premises for mixed business and residential purposes, the tenancy will come under the code of protection provided by Part II of the Landlord and Tenant Act 1954.

SUB-LETTING

16. If you sub-let part of the premises and you are not permitted to do this under your tenancy agreement, your landlord may apply to the county court for an order to evict you.

(a) S.I. 1972/1827 (1972 III, p. 5276).

(b) S.I. 1973/1055 (1973 II, p. 3167).

17. If you sub-let part of the premises, then:—

- (a) if the sub-tenancy is protected under the Rent Act 1968 you must give the landlord, within 14 days, a statement in writing of the sub-letting, giving particulars of occupancy, including the rent charged. The penalty for failing to do this without reasonable excuse, or for giving false particulars, is a fine not exceeding £10. When you have once given the landlord the particulars, you need not do so again if the only change is a change of sub-tenant; and
- (b) if you overcharge your sub-tenant, the landlord may apply to the county court for an order to evict you.

SECURITY OF TENURE

18. If you have a contractual tenancy the landlord must first bring it to an end before he can exercise any of his other rights. If he does so by means of a notice to quit, he must give you at least four weeks' notice in writing and that notice must contain certain prescribed information about tenants' rights.

19. Even after your contractual tenancy ends, your landlord cannot evict you without a court order, which will normally be granted only if the court thinks it reasonable to do so and either there is suitable accommodation for you to go to or one of a limited number of conditions is satisfied (for example, you have failed to pay rent or you or your family have been a nuisance or annoyance to neighbours).

20. It is a criminal offence for your landlord or anyone else to try to make you leave by using force, by harassing you or your family, or by interfering with your home or your possessions unless authorised by the court. If anyone does this, you should complain to your local authority.

RENT ALLOWANCES

21. If you have difficulty in paying your rent you may apply to your local authority for a rent allowance. When the rent is payable weekly, the landlord is obliged to insert in this rent book appropriate particulars of your local authority's rent allowance scheme. You may obtain further details of the scheme, and also details of your local authority's rate rebate scheme, from your local Council Offices.

PART II

RENT BOOK FOR REGULATED TENANCY

Form of notice to be included in every rent book or other similar document used in connection with a regulated tenancy under which the rent is payable weekly.

INFORMATION FOR TENANT

- 1. Address of premises.....
- 2. Name and address of landlord.....
- 3. Name and address of agent (if any).....

*These entries must be kept up to date.

- *4. The rent inclusive/exclusive† of rates is £..... per week.
If a fair rent is registered, paragraph 5 and, where it applies, paragraph 7 must be filled in.

†Strike out whichever is inapplicable.

- *5. The registered rent (which excludes rates) is £..... per week.

The word 'variable' should be added after the amount of registered rent if the entry in the register permits the landlord to vary the rent, in accordance with the cost of providing services or maintaining or repairing the premises in accordance with the terms shown in the register, without having to have a new rent registered.

- 6. As a result of the provisions for phasing rent increases following the registration of a fair rent, the maximum rent (exclusive of rates) which the landlord may for the time being charge may be less than the registered rent.

*7. In addition to the registered rent £..... per week is payable by way of rates borne by the landlord or a superior landlord.

IF A RENT HAS NOT BEEN REGISTERED

8. You or your landlord or both of you acting together may at any time apply to the Rent Officer to have a fair rent registered for the premises. Your local authority may also apply to the Rent Officer, but only to have a reduced rent registered.

9. Where no rent has been registered and your contractual term has ended then, except in the case where you enter into the new agreement referred to in paragraph 10 below, only limited increases in the rent are permitted, for example for rates increases or improvements (but see paragraph 11 below).

10. You and your landlord may agree to increase the rent under the existing contractual tenancy or to enter into a new tenancy agreement at an increased rent. Any such agreement must be in writing and signed by both you and the landlord, and must contain a statement at the head of the agreement, in conspicuous characters, to the effect that:—

- (i) your security of tenure will not be affected if you refuse to enter into the agreement, and
- (ii) entry into the agreement will not deprive you or the landlord of the right to apply at any time to the Rent Officer for the registration of a fair rent.

11. There are special provisions where grant-aided improvement works have been carried out, and where a tenancy, including a statutory tenancy, has been converted from rent control. Your local authority, a Housing Aid Centre or a Citizens' Advice Bureau can give you further information and tell you the address of the Rent Officer.

IF A RENT HAS BEEN REGISTERED

12. The landlord may not charge more rent (exclusive of rates) than is shown in the register, or if an increase of rent must be phased, more than is permitted under the relevant phasing provisions. He may add to this the amount of the rates that he pays for the premises if there is a note on the register that he pays the rates (see paragraph 7 above). In certain cases the registered rent may vary in accordance with the cost of providing services or maintaining or repairing the premises, but only if there is a note on the register to this effect (see paragraph 5 above).

13. The registered rent cannot be changed without applying to the Rent Officer. He will not register a new rent applying within the three years after a registration takes effect, unless an application is made by you and the landlord acting together, or there has been a change in the circumstances taken into account when the rent was registered—for example a change in the terms of the tenancy or the furniture supplied, or in the condition of the premises.

14. Further information on rents of regulated tenancies is set out in a booklet available free of charge at rent offices, Housing Aid Centres, Citizens' Advice Bureaux and local Council Offices.

SUB-LETTING

15. If you sub-let part of the premises and you are not permitted to do this under your tenancy agreement, your landlord may apply to the county court for an order to evict you.

16. If you sub-let part of the premises, then:—

- (a) if the sub-tenancy is protected under the Rent Act 1968 you must give the landlord, within 14 days, a statement in writing of the sub-letting, giving particulars of occupancy, including the rent charged. The penalty for failing to do this without reasonable excuse, or for giving false particulars, is a fine not exceeding £10. When you have once given the landlord the particulars, you need not do so again if the only change is a change of sub-tenant; and
- (b) if you overcharge your sub-tenant, the landlord may apply to the county court for an order to evict you.

SECURITY OF TENURE

17. If you have a contractual tenancy the landlord must first bring it to an end before he can exercise any of his other rights. If he does so by means of a notice to quit, he must give you at least four weeks' notice in writing and that notice must contain certain prescribed information about tenants' rights.

18. Even after your contractual term ends, your landlord cannot evict you without a court order, which except in certain special cases will be granted only if the court thinks it reasonable to do so and either there is suitable accommodation for you to go to or one of a limited number of conditions is satisfied (for example, you have failed to pay rent, or you or your family have been a nuisance or annoyance to neighbours).

19. It is a criminal offence for your landlord or anyone else to try to make you leave by using force, by harassing you or your family, or by interfering with your home or your possessions unless authorised by the court. If anyone does this, you should complain to your local authority.

RENT ALLOWANCES

20. If you have difficulty in paying your rent you may apply to your local authority for a rent allowance. When the rent is payable weekly, the landlord is obliged to insert in this rent book appropriate particulars of your local authority's rent allowance scheme. You may obtain further details of the scheme, and also details of your local authority's rate rebate scheme, from your local Council Offices.

PART III**RENT BOOK FOR PART VI CONTRACT**

Form of notice to be inserted in every rent book or other similar document used in connection with a contract to which Part VI of the Rent Act 1968 applies and under which the rent is payable weekly.

INFORMATION FOR TENANT

1. Address of premises.....
2. Name and address of landlord.....
3. Name and address of agent (if any).....
- *4. The rent inclusive/exclusive** of rates is £..... per week.
5. Description of premises occupied under the contract.....
6. Particulars of the accommodation which the occupier has a right to share with other persons.....
7. Other terms and conditions (if any) of the contract.....
- †[8. A rent of £..... per week inclusive/exclusive** of rates for the premises comprised in the contract was approved by the Rent Tribunal on.....]
- †[8. The rent for the premises comprised in the contract was reduced/increased** by the Rent Tribunal to £..... per week inclusive/exclusive** of rates on.....]
- †[8. Neither this contract nor any other contract relating to the premises has been referred to a Rent Tribunal.]
9. Either you, your landlord or the local authority may apply to the Rent Tribunal to fix a reasonable rent. If your landlord tries to bring your tenancy to an end by giving you notice to quit, which must be in writing giving you at least four weeks' notice and containing certain prescribed information about tenants' rights, then you may apply to the Rent Tribunal not only to fix a reasonable rent but also to postpone the operation of the notice, provided that you do so before the notice expires. The

*This entry must be kept up to date.

**Strike out whichever is inapplicable.

†Strike out words in square brackets if they do not apply.

Rent Tribunal may postpone the operation of the notice for up to 6 months at a time. Where after your tenancy has been referred to the Rent Tribunal, your landlord serves a notice to quit on you (whether before they give their decision or within 6 months after their decision), the operation of that notice may be postponed. You can find out about this from the Tribunal. Your local authority, a Housing Aid Centre or a Citizens' Advice Bureau will tell you the address.

10. When the Rent Tribunal fix a rent it is entered in a register which is kept by your local authority and which you are entitled to inspect. Once a rent for the premises is entered in this register it is an offence for the landlord to let them under a Part VI contract at a higher rent.

11. Once a rent has been registered, then for three years after the rent was last considered by the Rent Tribunal no new application for the registration of a different rent can be made, except by you and the landlord acting together, or where there has been a change of circumstances taken into account when the rent was last considered—for example a change in the terms of the tenancy or the furniture supplied, or in the condition of the dwelling.

12. Your tenancy may in certain circumstances cease to be a Part VI contract and become a regulated tenancy under the Rent Act 1968. If this happens you may be entitled to security of tenure and your rent may become regulated. You can obtain further information about regulated tenancies from your local rent office, Housing Aid Centre, Citizens' Advice Bureau or your local Council Offices.

13. Your landlord cannot evict you without a court order, and it is a criminal offence for your landlord or anyone else to try to make you leave by using force, by harassing you or your family, or by interfering with your home or your possessions unless authorised by the court. If anyone does this, you should complain to your local authority.

14. If you have difficulty in paying your rent, you may apply to your local authority for a rent allowance. When the rent is payable weekly, the landlord is obliged to insert in this rent book appropriate particulars of your local authority's rent allowance scheme. You may obtain further details about this scheme, and also about your local authority's rate rebate scheme, from your local Council Offices.

8th March 1976.

Anthony Crosland,
One of Her Majesty's Principal
Secretaries of State.

EXPLANATORY NOTE

(This Note is not part of the Regulations.)

Under the provisions of section 1 of the Landlord and Tenant Act 1962, where a person has the right to occupy any premises as a residence in consideration of a rent which is payable weekly, it is the duty of the landlord to provide a rent book or other similar document for use in respect of the premises.

These Regulations, which supersede the Rent Book (Forms of Notice) Regulations 1972, as amended by the Rent Book (Forms of Notice) (Amendment) Regulations 1973, revise the forms of notice which under the 1962 Act (as amended by the Rent Act 1968), are to be inserted in rent books or other similar documents in pursuance of the 1962 Act in the cases of:—

- (1) premises which are a dwelling-house let on or subject to a controlled tenancy;
- (2) premises which are a dwelling-house let on or subject to a regulated tenancy; and
- (3) premises occupied by virtue of a contract to which Part VI of the 1968 Act applies.

These Regulations take account in particular of changes in the Rent Act 1968 effected by the Rent Act 1974 (c. 51) and sections 7, 9 and 10 of the Housing Rents and Subsidies Act 1975 (c. 6).

SI 1976/378
ISBN 0-11-060378-8

