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STATUTORY INSTRUMENTS

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**1988 No. 2203**

**LANDLORD AND TENANT,  
ENGLAND AND WALES**

**The Assured Tenancies and Agricultural  
Occupancies (Forms) Regulations 1988**

*Made - - - - 14th December 1988*

*Coming into force - - 15th January 1989*

The Secretary of State for the Environment, as respects England, and the Secretary of State for Wales, as respects Wales, in exercise of the powers conferred upon them by sections 6(2) and (3), 8(3), 13(2) and (4), 20(2), 22(1), 41(2) and 45(1) and (5) of the Housing Act 1988<sup>(1)</sup>, and of all other powers enabling them in that behalf, hereby make the following Regulations:

1. These Regulations may be cited as the Assured Tenancies and Agricultural Occupancies (Forms) Regulations 1988 and shall come into force on 15th January 1989.

2. In these Regulations any reference to a section is to a section of the Housing Act 1988 and any reference to a numbered form is a reference to the form bearing that number in the Schedule to these Regulations, or to a form substantially to the same effect.

3. The forms prescribed for the purposes of Part I of the Housing Act 1988 shall be as follows—

(1) for a notice under section 6(2) proposing terms of a statutory periodic tenancy different from the implied terms, form no. 1;

(2) for an application under section 6(3) referring a notice under section 6(2) to a rent assessment committee, form no. 2;

(3) for a notice under section 8 informing a tenant that the landlord intends to begin proceedings for possession of a dwelling-house let on an assured tenancy which is not an assured agricultural occupancy, form no. 3;

(4) for a notice under section 8 informing a tenant that the landlord intends to begin proceedings for possession of a dwelling-house let on an assured agricultural occupancy, form no. 4;

(5) for a notice under section 13(2) proposing a new rent for an assured tenancy which is not an assured agricultural occupancy, form no. 5;

(6) for an application under section 13(4) referring to a rent assessment committee a notice under section 13(2) relating to an assured tenancy or an assured agricultural occupancy, form no. 6;

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(1) 1988 c. 50; in section 45(1), see the definition of “prescribed”.

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- (7) for a notice under section 20 of intention to grant an assured shorthold tenancy, form no. 7;
- (8) for an application under section 22(1) to a rent assessment committee for a determination of rent under an assured shorthold tenancy, form no. 8; and
- (9) for a notice under section 41(2) requiring a landlord or tenant to give information to a rent assessment committee, form no. 9.

Signed by authority of the Secretary of State

13th December 1988

*John Selwyn Gummer*  
Minister of State,  
Department of the Environment

14th December 1988

*Peter Walker*  
Secretary of State for Wales

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## SCHEDULE

### FORM No. 1 Housing Act 1988 section 6(2) Notice Proposing Different Terms for Statutory Periodic Tenancy

- Please write clearly in black ink.
- **This notice proposes changes to the terms of the statutory periodic tenancy. If you wish to refer it to a rent assessment committee you must keep to the time limit set out in paragraph 2 below.**
- Please read this notice very carefully as it may alter the terms of the statutory periodic tenancy which arises when a fixed term assured tenancy runs out. It may also be used when a fixed term assured agricultural occupancy ends.
- It can be used by either a landlord or a tenant.
- This notice must be served no later than the first anniversary of the day the former fixed term tenancy or occupancy ended.
- Do not use this notice if you are a landlord only proposing an increase in rent.
- If you need help or advice about this notice, and what you should do about it, take it immediately to any of the following:
  - a Citizens' Advice Bureau
  - a housing aid centre,
  - a law centre or a solicitor.

1. To:

*Name(s) of landlord(s) or tenant(s)\**

of:

*Address of premises*

2. This is to give notice that I/we\* propose different terms of the statutory periodic tenancy from those in the fixed term assured tenancy which has now ended to take effect from

*This date must be at least three months after this notice is served.*

*\*Cross out whichever does not apply.*

**Status:** This is the original version (as it was originally made). This item of legislation is currently only available in its original format.

- If you agree with the new terms and rent proposed, do nothing. They will become the terms of your tenancy agreement on the date specified in paragraph 2.
- If you don't agree with the proposed terms and any adjustment of the rent (see paragraph 4), and you are unable to reach agreement with your landlord/tenant, or you do not wish to discuss it with him, you may refer the matter directly to your local rent assessment committee, **within three months of the date on which the notice was served**, using a special form.
- The committee will determine the proposed changes in the terms of the tenancy or some other different terms covering the same points, and the appropriate level of rent, if this applies.

3. Changes to the terms

(a) The provisions of the tenancy to be changed are—  
*Please attach relevant sections of the agreement if available.*


(b) The proposed changes are—  
*(Continue on a separate sheet if necessary.)*


4.\*Changes to the rent, if applicable

The existing rent is  
This includes rates\*

£		per
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*eg. week, month, year*

The new rent which takes into account  
the proposed changes in the terms of the tenancy  
will be—

£		per
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*eg. week, month, year*

This includes rates\*

- Changes to the rent are optional. A proposal to adjust the rent to take account of the proposed new terms at paragraph 3 may be made if either the landlord or the tenant considers it appropriate.

*To be signed by the landlord or his agent (someone acting for him) or the tenant or his agent. If there are joint landlords or joint tenants each landlord/tenant or the agent must sign unless one signs on behalf of the rest with their agreement.*

Signed

--

Name(s) of land-  
lord(s)/tenant(s)

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Address of land-  
lord(s)/tenant(s)


Tel:

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*If signed by agent, name and address of agent*


Tel:

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Date:

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\*Cross out if this does not apply.

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**Status:** *This is the original version (as it was originally made). This item of legislation is currently only available in its original format.*

**FORM No. 2 Housing Act 1988 section 6(3) Application Referring a Notice Under Section 6(2) to a Rent Assessment Committee**

**Status:** This is the original version (as it was originally made). This item of legislation is currently only available in its original format.

- Please write clearly in black ink.
- Please tick boxes where appropriate.
- When you have filled the form in please send it to the appropriate rent assessment panel.
- Make sure you also send a copy of the notice served on you proposing the new terms of the statutory periodic tenancy.
- This application may be used by a landlord or a tenant who has been served with a notice under section 6(2) of the Housing Act 1988, varying the terms of a statutory periodic tenancy. It may also be used where there was an earlier assured agricultural occupancy.

1. Address of premises


2. Name(s) of tenant(s)

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3. Name(s) of landlord(s)

--

Address of landlord(s)


4. Details of premises.

(a) What type of property is it, eg house, flat or room(s)?

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(b) If it is a flat or room(s) say what floor(s) it is on.

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(c) Give the number and type of rooms, eg living room, bathroom.

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(d) Does the tenancy include any other facilities, eg garden, garage or other separate building or land?

Yes  No

(e) If Yes, please give details.


(f) Is any of the accommodation shared?

(i) with the landlord?

Yes  No

(ii) with another tenant or tenants?

Yes  No

(g) If Yes, please give details.


**Status:** This is the original version (as it was originally made). This item of legislation is currently only available in its original format.

5. What is the current rateable value of the premises?

£
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6. When did the statutory tenancy begin?

19
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7. Services

(a) Are any services provided under the tenancy (eg cleaning, lighting, heating, hot water or gardening)?

Yes  No

(b) If Yes, please give details.


(c) Is a separate charge made for services, maintenance, repairs, landlord's costs of management or any other item?

Yes  No

(d) What charge is payable?

£
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(e) Does the charge vary according to the relevant costs?

Yes  No

(f) If Yes, please give details.


8. (a) Is any furniture provided under the tenancy?

Yes  No

(b) If Yes, please give details  
(continue on a separate sheet if necessary).


9. What repairs are the responsibility of

(a) the landlord?


(b) the tenant?  
(continue on a separate sheet if necessary).


10. (a) Give details of the other terms of the tenancy, eg whether the tenancy is assignable and whether a premium may be charged on an assignment  
(continue on a separate sheet if necessary).


(b) Please attach the tenancy agreement (or a copy), with a note of any variations, if you have one. It will be returned to you without delay.

11. I/We\* attach a copy of the notice proposing changes to the statutory periodic tenancy and, if applicable, an adjustment of the amount of rent and apply to the rent assessment committee to consider it.

\*Cross out whichever does not apply.

**Status:** This is the original version (as it was originally made). This item of legislation is currently only available in its original format.

To be signed by the landlord or his agent (someone acting for him), or by the tenant or his agent. If there are joint landlords or joint tenants each landlord/tenant or the agent must sign, unless one signs on behalf of the rest with their agreement.

Signed

Name(s) of landlord(s)/tenant(s)

Address of landlord(s)/tenant(s)

Tel:

If signed by agent, name and address of agent

Tel:

Date:

FORM No. 3Housing Act 1988 section 8Notice Seeking Possession of a Property Let on an Assured Tenancy

*Status: This is the original version (as it was originally made). This item of legislation is currently only available in its original format.*

- Please write clearly in black ink.
- Do not use this form if possession is sought from an assured shorthold tenant under section 21 of the Housing Act 1988 or if the property is occupied under an assured agricultural occupancy.
- **This notice is the first step towards requiring you to give up possession of your home. You should read it very carefully.**
- If you need advice about this notice, and what you should do about it, take it as quickly as possible to any of the following—
  - a Citizens' Advice Bureau,
  - a housing aid centre,
  - a law centre,
  - or a solicitor.

You may be able to get Legal Aid but this will depend on your personal circumstances.

1. To:

*Name(s) of tenant(s)*

2. Your landlord intends to apply to the court for an order requiring you to give up possession of—

  
  

*Address of premises*

- If you have an assured tenancy under the Housing Act 1988, which is not an assured shorthold tenancy, you can only be required to leave your home if your landlord gets an order for possession from the court on one of the grounds which are set out in Schedule 2 to the Act.
- If you are willing to give up possession of your home without a court order, you should tell the person who signed this notice as soon as possible and say when you can leave.

3. The landlord intends to seek possession on ground(s)  in Schedule 2 to the Housing Act 1988, which reads

*Give the full text of each ground which is being relied on. (Continue on a separate sheet if necessary.)*

- Whichever grounds are set out in paragraph 3 the court may allow any of the other grounds to be added at a later date. If this is done, you will be told about it so you can discuss the additional grounds at the court hearing as well as the grounds set out in paragraph 3.

4. Particulars of each ground are as follows—

*Give a full explanation of why each ground is being relied on. (Continue on a separate sheet if necessary.)*

- If the court is satisfied that any of grounds 1 to 8 is established it must make an order (but see below in respect of fixed term tenancies).
- Before the court will grant an order on any of grounds 9 to 16, it must be satisfied that it is reasonable to require you to leave. This means that, if one of these grounds is set out in paragraph 3, you will be able to suggest to the court that it is not reasonable that you should have to leave, even if you accept that the ground applies.
- The court will not make an order under grounds 1, 3 to 7, 9 or 16, to take effect during the fixed term of the tenancy; and it will only make an order during the fixed term on grounds 2, 8 or 10 to 15 if the terms of the tenancy make provision for it to be brought to an end on any of these grounds.

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- Where the court makes an order for possession solely on ground 6 or 9, your landlord must pay your reasonable removal expenses.

**5. The court proceedings will not begin until after**

	19
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*Give the date after which court proceedings can be brought.*

- Where the landlord is seeking possession under grounds 1, 2, 5 to 7, 9 or 16 in Schedule 2, court proceedings cannot begin earlier than 2 months from the date this notice is served on you and not before the date on which the tenancy (had it not been assured) could have been brought to an end by a notice to quit served at the same time as this notice.
- Where the landlord is seeking possession on grounds 3, 4, 8 or 10 to 15, court proceedings cannot begin until 2 weeks after the date this notice is served.
- After the date shown in paragraph 5, court proceedings may be begun at once but not later than 12 months from the date this notice is served. After this time the notice will lapse and a new notice must be served before possession can be sought.

*To be signed by the landlord or his agent (someone acting for him).*

*Signed*

*Name(s) of landlord(s)*

*Address of landlord(s)*

*Tel:*

*If signed by agent, name and address of agent*

*Tel:*

*Date:*

*Status: This is the original version (as it was originally made). This item of legislation is currently only available in its original format.*

- Please write clearly in black ink.
- **This notice is the first step towards requiring you to give up possession of your home. You should read it very carefully.**
- If you need advice about this notice, and what you should do about it, take it as quickly as possible to any of the following-

- a Citizens' Advice Bureau,
- a housing aid centre,
- a law centre,
- or a solicitor.

You may be able to get Legal Aid but this will depend on your personal circumstances.

1. To:

*Name(s) of tenant(s) or licensee(s)*

2. Your landlord or licensor intends to apply to the court for an order requiring you to give up possession of-

  
  

*Address of premises*

- If you have an assured agricultural occupancy under the Housing Act 1988, which is not an assured shorthold tenancy, you can only be required to leave your home if your landlord or licensor gets an order for possession from the court on one of the grounds which are set out in Schedule 2 to the Act, except ground 16.
- If you are willing to give up possession of your home without a court order, you should tell the person who signed this notice as soon as possible and say when you can leave.

3. The landlord or licensor intends to seek possession on ground(s)  in Schedule 2 to the Housing Act 1988, which reads

*Give the full text of each ground which is being relied on. Continue on a separate sheet if necessary.)*

- Whichever grounds are set out in paragraph 3 the court may allow any of the other grounds to be added at a later date. If this is done, you will be told about it so you can discuss the additional grounds at the court hearing as well as the grounds set out in paragraph 3.

4. Particulars of each ground are as follows-

*Give a full explanation of why each ground is being relied on. (Continue on a separate sheet if necessary.)*

- If the court is satisfied that any of grounds 1 to 8 is established it must make an order (but see below in respect of fixed term tenancies or licences).
- Before the court will grant an order on any of grounds 9 to 15, it must be satisfied that it is reasonable to require you to leave. This means that, if one of these grounds is set out in paragraph 3, you will be able to suggest to the court that it is not reasonable that you should have to leave, even if you accept that the ground applies.
- The court will not make an order under grounds 1, 3 to 7 or 9, to take effect during the fixed term of the tenancy or licence; and it will only make an order during the fixed term on grounds 2, 8 or 10 to 15 if the terms of the tenancy or licence make provision for it to be brought to an end on any of these grounds.

*Status: This is the original version (as it was originally made). This item of legislation is currently only available in its original format.*

- Where the court makes an order for possession solely on ground 6 or 9, your landlord or licensor must pay your reasonable removal expenses.

**5. The court proceedings will not begin until after**

19
----

*Give the date after which court proceedings can be brought.*

- Where the landlord or licensor is seeking possession under grounds 1, 2, 5 to 7 or 9 in Schedule 2, court proceedings cannot begin earlier than 2 months from the date this notice is served on you and not before the date on which the tenancy or licence (had it not been an assured agricultural occupancy) could have been brought to an end by a notice to quit or determine served at the same time as this notice.
- Where the landlord or licensor is seeking possession on grounds 3, 4, 8 or 10 to 15, court proceedings cannot begin until 2 weeks after the date this notice is served.
- After the date shown in paragraph 5, court proceedings may be begun at once but not later than 12 months from the date this notice is served. After this time the notice will lapse and a new notice must be served before possession can be sought.

*To be signed by the landlord, the licensor or his agent (someone acting for him).*

Signed

Name(s) of landlord(s) or licensor(s)

Address of landlord(s) or licensor(s)

Tel:

*If signed by agent, name and address of agent*


Tel:

Date:  19

**Status:** This is the original version (as it was originally made). This item of legislation is currently only available in its original format.

- Please write clearly in black ink.
- Do not use this form if there is a current rent fixing mechanism in the tenancy.
- Do not use this form to propose a rent adjustment for a statutory periodic tenancy solely because of a proposed change of terms under section 6(2) of the Housing Act 1988.
- This notice may also be used to propose a new rent or licence fee for an assured agricultural occupancy. In such a case references to "landlord"/"tenant" can be read as references to "licensor"/"licensee" etc.
- **This notice proposes a new rent. If you want to oppose this proposal you must keep to the time limit set out in paragraph 2.** Read this notice carefully. If you need help or advice take it immediately to:
  - a Citizens' Advice Bureau,
  - a housing aid centre,
  - a law centre,
  - or a solicitor.

1. To:

of:

*Name(s) of tenant(s)*

*Address of premises*

2. This is to give notice that as from

your landlord proposes to charge a new rent.

The new rent must take effect at the beginning of a new period of the tenancy and not earlier than any of the following—

- (a) the minimum period after this notice was served, (The minimum period is—
  - in the case of a yearly tenancy, six months,
  - in the case of a tenancy where the period is less than a month, one month, and,
  - in any other case, a period equal to the period of the tenancy.)
- (b) the first anniversary of the start of the first period of the tenancy except in the case of—
  - a statutory periodic tenancy, which arises when a fixed term assured tenancy ends, or
  - an assured tenancy which arose on the death of a tenant under a regulated tenancy,
- (c) if the rent under the tenancy has previously been increased by a notice under section 13 or a determination under section 14 of the Housing Act 1988, the first anniversary of the date on which the increased rent took effect.

3. The existing rent is

*eg. week, month, year*

This includes/excludes\* rates

4. The proposed new rent will be

*eg. week, month, year*

This includes/excludes\* rates

\*Cross out whichever does not apply.

**Status:** This is the original version (as it was originally made). This item of legislation is currently only available in its original format.

- If you agree with the new rent proposed do nothing. If you do not agree and you are unable to reach agreement with your landlord or do not want to discuss it directly with him, you may refer the notice to your local rent assessment committee before the beginning of the new period given in paragraph 2. The committee will consider your application and will decide whether the proposed new rent is appropriate.
- You will need a special form to refer the notice to a rent assessment committee.

*To be signed by the landlord or his agent (someone acting for him). If there are joint landlords each landlord or his agent must sign unless one signs on behalf of the rest with their agreement.*

Signed

Name(s) of landlord(s)

Address of landlord(s)

Tel:

*If signed by agent, name and address of agent*

Tel:

Date:  19

**FORM No. 6Housing Act 1988 section 13(4)Application Referring A Notice Proposing A New Rent Under An Assured Periodic Tenancy or Agricultural Occupancy to a Rent Assessment Committee**

**Status:** This is the original version (as it was originally made). This item of legislation is currently only available in its original format.

- Please write clearly in black ink.
- Please tick boxes where appropriate.
- When you have filled the form in please send it to the appropriate rent assessment panel.
- You should use this form when your landlord has served notice on you proposing a new rent under an assured periodic tenancy.
- You will need to attach a copy of that notice to this form.
- This form may also be used to refer a notice proposing a new rent or licence fee for an assured agricultural occupancy. In such a case references to "landlord"/"tenant" can be read as references to "licensor"/"licensee" etc.

1. Address of premises


2. Name(s) of landlord(s)

--

Address of landlord(s)


3. Details of premises.

(a) What type of property is it, eg house, flat or room(s)?

--

(b) If it is a flat or room(s) say what floor(s) it is on.

--

(c) Give the number and type of rooms, eg living room, bathroom.

--

(d) Does the tenancy include any other facilities, eg garden, garage or other separate building or land?

Yes  No

(e) If Yes, please give details.


(f) Do you share any accommodation?

(i) with the landlord?

Yes  No

(ii) with another tenant or tenants?

Yes  No

(g) If Yes to either of the above, please give details.


**Status:** This is the original version (as it was originally made). This item of legislation is currently only available in its original format.

4. What is the current rateable value of the premises?

£
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5. (a) When did the present tenancy begin?

	19
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(b) When does the present tenancy end?

	19
--	----

6. (a) Did you pay a premium?

Yes  No

(b) If Yes, please give details.


7. Services

(a) Are any services provided under the tenancy (eg cleaning, lighting, heating, hot water or gardening)?

Yes  No

(b) If Yes please give details.


(c) Is a separate charge made for services, maintenance, repairs, landlord's costs of management or any other item?

Yes  No

(d) What charge is payable?

£
---

(e) Does the charge vary according to the relevant costs?

Yes  No

(f) If Yes, please give details.


8. (a) Is any furniture provided under the tenancy?

Yes  No

(b) If Yes, please give details  
(continue on a separate sheet if necessary).


9. Improvements

(a) Have you, or any former tenant(s) carried out improvements or replaced fixtures, fittings or furniture for which you or they were not responsible under the terms of the tenancy?

Yes  No

(b) If Yes, please give details  
(continue on a separate sheet if necessary).


**Status:** This is the original version (as it was originally made). This item of legislation is currently only available in its original format.

10. What repairs are the responsibility of

(a) the landlord?


(b) the tenant?  
(continue on a separate sheet if necessary).


11. (a) Give details of the other terms of the tenancy, eg whether the tenancy is assignable and whether a premium may be charged on an assignment  
(continue on a separate sheet if necessary).


(b) Please attach the tenancy agreement, or a copy (with a note of any variations), if you have one. It will be returned to you as quickly as possible.


12. Do you have an assured agricultural occupancy?      Yes       No

13. I/We\* attach a copy of the notice proposing a new rent under the assured periodic tenancy and I/we\* apply for it to be considered by a rent assessment committee.

*To be signed by the tenant or his agent (someone acting for him). If there are joint tenants, each tenant or his agent must sign, unless one signs on behalf of the rest with their agreement.*

Signed 

--

Name of tenant(s) 

--

Address of tenant(s) 


Tel: 

--

*If signed by agent, name and address of agent*  


Tel: 

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Date: 

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\*Cross out whichever does not apply.

**Status:** This is the original version (as it was originally made). This item of legislation is currently only available in its original format.

FORM No. 7 Housing Act 1988 section 20 **Notice of an Assured Shorthold Tenancy**

**Status:** This is the original version (as it was originally made). This item of legislation is currently only available in its original format.

- Please write clearly in black ink.
- If there is any thing you do not understand you should get advice from a solicitor or a Citizens' Advice Bureau, before you agree to the tenancy.
- The landlord must give this notice to the tenant before an assured shorthold tenancy is granted. It does not commit the tenant to take the tenancy.
- **This document is important, keep it in a safe place.**

To:

*Name of proposed tenant. If a joint tenancy is being offered enter the names of the joint tenants.*

1. You are proposing to take a tenancy of the dwelling known as:

  
  


from  /  /19 to  /  /19  
 day month year day month year

*The tenancy must be for a term certain of at least six months.*

2. This notice is to tell you that your tenancy is to be an assured shorthold tenancy. Provided you keep to the terms of the tenancy, you are entitled to remain in the dwelling for at least the first six months of the fixed period agreed at the start of the tenancy. At the end of this period, depending on the terms of the tenancy, the landlord may have the right to repossession if he wants.
3. The rent for this tenancy is the rent we have agreed. However, you have the right to apply to a rent assessment committee for a determination of the rent which the committee considers might reasonably be obtained under the tenancy. If the committee considers (i) that there is a sufficient number of similar properties in the locality let on assured tenancies and that (ii) the rent we have agreed is significantly higher than the rent which might reasonably be obtained having regard to the level of rents for other assured tenancies in the locality, it will determine a rent for the tenancy. That rent will be the legal maximum you can be required to pay from the date the committee directs.

4. This notice was served on you on  19

*To be signed by the landlord or his agent (someone acting for him). If there are joint landlords each must sign, unless one signs on behalf of the rest with their agreement.*

Signed

Name(s) of landlord(s)

Address of landlord(s)

Tel:

**Status:** This is the original version (as it was originally made). This item of legislation is currently only available in its original format.

*If signed by agent, name and address of agent*


*Tel:*

--

*Date:*

	19
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**Special note for existing tenants**

- Generally if you already have a protected or statutory tenancy and you give it up to take a new tenancy in the same or other accommodation owned by the same landlord, that tenancy cannot be an assured tenancy. It can still be a protected tenancy.
- But if you currently occupy a dwelling which was let to you as a protected shorthold tenant, special rules apply.
- If you have an assured tenancy which is not a shorthold under the Housing Act 1988, you cannot be offered an assured shorthold tenancy of the same or other accommodation by the same landlord.

**FORM No. 8 Housing Act 1988 section 22(1) Application to a Rent Assessment Committee for a Determination of a Rent Under an Assured Shorthold Tenancy**

**Status:** This is the original version (as it was originally made). This item of legislation is currently only available in its original format.

- Please write clearly in black ink.
- Please tick boxes where appropriate.
- A tenant with a fixed term assured short-hold tenancy may use this form to apply to the local rent assessment committee, during the fixed term, to have the rent reduced. This form cannot be used in the cases specified at the end of this form.
- The form may also be used to apply to have the rent reduced for a fixed term assured shorthold tenancy which is an assured agricultural occupancy. In such a case, references to "landlord"/"tenant" can be read as references to "licensor"/"licensee" etc.
- When you have filled the form in please send it to the appropriate rent assessment panel.

1. Address of premises


2. Name(s) of landlord(s)

--

Address of landlord(s)


3. Details of premises.

(a) What type of property is it, eg house, flat or room(s)?

--

(b) If it is a flat or room(s) say what floor(s) it is on.

--

(c) Give the number and type of rooms, eg living room, bathroom etc.

--

(d) Does the tenancy include any other facilities, eg garden, garage or other separate building or land?

Yes  No

(e) If Yes, please give details.


(f) Do you share any accommodation?

(i) with the landlord?

Yes  No

(ii) with another tenant or tenants?

Yes  No

(g) If Yes to either of the above, please give details.


4. What is the current rateable value of the premises?

£
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**Status:** This is the original version (as it was originally made). This item of legislation is currently only available in its original format.

5. (a) When did the present tenancy begin?
- (b) When does the present tenancy end?
6. (a) Please confirm by ticking box that you received a notice saying that the tenancy was to be an assured shorthold tenancy before the agreement was entered into.
- (b) Attach a copy of the notice if available. It will be returned without delay.
7. (a) Did you pay a premium? Yes  No
- (b) If Yes, please give details.
8. Services
- (a) Are any services provided under the tenancy (eg cleaning, lighting, heating, hot water or gardening)? Yes  No
- (b) If Yes, please give details.
- (c) Is a separate charge made for services, maintenance, repairs, landlord's costs of management or any other item? Yes  No
- (d) What charge is payable?
- (e) Does the charge vary according to the relevant costs? Yes  No
- (f) If Yes, please give details.
9. (a) Is any furniture provided under the tenancy? Yes  No
- (b) If Yes, please give details (continue on a separate sheet if necessary).
10. What repairs are the responsibility of
- (a) the landlord?
- (b) the tenant? (continue on a separate sheet if necessary).

**Status:** This is the original version (as it was originally made). This item of legislation is currently only available in its original format.

11. (a) Give details of the other terms of the tenancy, eg whether the tenancy is assignable, and whether a premium may be charged on an assignment  
(continue on a separate sheet if necessary).


(b) Please attach the tenancy agreement or a copy (with a note of any variations) if you have one. It will be returned to you without delay.

12. The existing rent is

£		per
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*eg. week, month, year*

This includes/excludes\* rates of

£		per
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13 I/We\* apply to the rent assessment committee to determine a rent for the above mentioned premises.

*To be signed by the tenant or his agent (someone acting for him). If there are joint tenants each tenant or his agent must sign, unless one signs on behalf of the rest with their agreement.*

Signed

--

Name(s) of tenant(s)

--

Address of tenant(s)


Tel:

--

*If signed by agent, name and address of agent*


Tel:

--

Date:

	19
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- An application cannot be made if—
  - (a) the rent payable under the tenancy is a rent previously determined by a rent assessment committee; or
  - (b) the tenancy is an assured shorthold tenancy that came into being on the ending of a tenancy which had been an assured shorthold of the same, or substantially the same, property and the landlord and tenant under each tenancy were the same at that time.
- The rent assessment committee cannot make a determination unless it considers—
  - (a) that there is a sufficient number of similar dwelling-houses in the locality let on assured tenancies (whether shorthold or not); and
  - (b) that the rent payable under the shorthold tenancy in question is significantly higher than the rent which the landlord might reasonably be expected to get in comparison with other rents under the assured tenancies mentioned in (a) above.

\*Cross out whichever does not apply.

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**FORM No. 9 Housing Act 1988 section 41(2) Notice by Rent Assessment Committee Requiring Further Information**

To:  *Landlord(s) | tenant(s)\**

of:  *Address of premises*

1. An application has been made to the rent assessment committee for consideration of-
  - ★ the terms of a statutory periodic assured tenancy
  - ★ an increase in rent under an assured periodic tenancy
  - ★ the rent under an assured shorthold tenancy
  - ★ an increase in rent under an assured agricultural occupancy
 of the above property. The committee needs more information from you, to consider the application.

2. The information needed is
- 
- 
- 

Please send it to

no later than  19

3. If you fail to comply with this notice without reasonable cause you will be committing a criminal offence and may be liable to a fine.

Signed  Date  19

*for the rent assessment committee*

*\*Cross out whichever does not apply.*

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## EXPLANATORY NOTE

*(This note is not part of the Regulations)*

These Regulations prescribe the forms to be used for the purposes of various provisions of Part I of the Housing Act 1988 relating to assured tenancies and assured agricultural occupancies.