

2015 No. 620

LANDLORD AND TENANT, ENGLAND

**The Assured Tenancies and Agricultural Occupancies (Forms)
(England) Regulations 2015**

Made - - - - *9th March 2015*

Coming into force - - *6th April 2015*

The Secretary of State, in exercise of powers conferred by sections 6(2) and (3), 8(3), 13(2) and (4), 22(1) and 45(1) and (5) of, and paragraphs 7(2) and 9(2)(a) of Schedule 2A to, the Housing Act 1988(a) makes the following Regulations:

Citation and commencement

1. These Regulations may be cited as the Assured Tenancies and Agricultural Occupancies (Forms) (England) Regulations 2015 and come into force on 6th April 2015.

Interpretation

2. In these Regulations any reference to a section or Schedule is a reference to a section of, or Schedule to, 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.

Prescribed forms

3. The forms prescribed for the purposes of Part I (rented accommodation) of the Housing Act 1988 are—

- (a) for a notice under section 6(2) proposing terms of a statutory periodic tenancy different from the implied terms, Form No. 1;
- (b) for an application under section 6(3) referring a notice under section 6(2) to a tribunal, Form No. 2;
- (c) for a notice under section 8 informing a tenant or licensee that the landlord intends to begin proceedings for possession of a dwelling-house let on an assured tenancy or an assured agricultural occupancy, Form No. 3;
- (d) for a notice under section 13(2) proposing a new rent for an assured tenancy of premises situated in England, Form No. 4;
- (e) for a notice under section 13(2) proposing a new rent or licence fee for an assured agricultural occupancy of premises situated in England, Form No. 5;

(a) 1988 c. 50. In section 45(1) see the definition of “prescribed”. Section 8(3) was amended by the Housing Act 1996 (c.52), Schedule 1, paragraph 1 and section 97(2)(a) of the Anti-social Behaviour, Crime and Policing Act 2014 (c. 12). Section 13(2) was amended by S.I. 2003/259, art. 2. Section 22(1) was amended by the Housing Act 1996 (c. 52), Schedule 8, paragraph 2(5). Schedule 2A was inserted by the Housing Act 1996, Schedule 7.

- (f) for an application under section 13(4) referring to a tribunal a notice under section 13(2) relating to an assured tenancy or an assured agricultural occupancy, Form No. 6;
- (g) for an application under section 22(1) to a tribunal for a determination of rent under an assured shorthold tenancy, Form No. 7;
- (h) for a notice under paragraph 7 of Schedule 2A, by the tenant to the landlord proposing that an assured tenancy be replaced by an assured shorthold tenancy, Form No. 8;
- (i) for a notice under paragraph 9 of Schedule 2A, by the landlord to the prospective tenant, proposing an assured shorthold tenancy where the tenancy meets the conditions for an assured agricultural occupancy, Form No. 9.

Revocations and savings

4.—(1) The Assured Tenancies and Agricultural Occupancies (Forms) Regulations 1997(**a**) are revoked in relation to England.

(2) The Assured Tenancies and Agricultural Occupancies (Forms) (Amendment) (England) Regulations 2003(**b**) are revoked.

(3) Nothing in paragraphs (1) and (2) affects the validity of a notice served before the coming into force of these Regulations if, at the date of service of the notice, the notice was in the form then prescribed by the Assured Tenancies and Agricultural Occupancies (Forms) Regulations 1997 or a form substantially to the same effect.

Signed by authority of the Secretary of State for Communities and Local Government

Brandon Lewis
Minister of State

9th March 2015

Department for Communities and Local Government

SCHEDULE

Regulation 3

FORMS PRESCRIBED FOR THE PURPOSES OF PART I OF THE HOUSING ACT 1988

(a) S.I. 1997/194, amended by S.I. 2002/337, 2003/260, 2003/307, 2013/630, 2013/1036, 2014/374, 2014/1900.

(b) S.I. 2003/260.

FORM No. 1

Housing Act 1988 section 6(2)

FORM 1

Notice proposing different terms for a Statutory Periodic Tenancy

Housing Act 1988 section 6(2)

- Please write clearly in black ink.
- Please cross out text marked with an asterisk (*) that does not apply.
- This form can be used by either a landlord or a tenant to propose changes to the terms of a statutory periodic tenancy, which arises when a fixed term of an assured tenancy, an assured shorthold tenancy or an assured agricultural occupancy ends.
- This notice must be served on the landlord or tenant no later than the first anniversary of the day on which the former fixed term tenancy or occupancy ended.
- Do not use this notice if you are a landlord proposing only an increase in rent. Instead, you should use the form headed *Landlord's Notice proposing a new rent under an Assured Periodic Tenancy or Agricultural Occupancy*, which is available from the tribunal or law stationers.

1 To:

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

Address of premises to which the tenancy relates:

.....
.....

2 This is to give notice that I/we* propose different terms for the statutory periodic tenancy from those of the fixed term assured tenancy which has now ended and that they should take effect from:

Insert date which must be at least three months after the date on which this notice is served.

3 Changes to the terms

(a) The existing provisions of the tenancy to be changed are:.....

.....
.....

Please attach relevant sections of the tenancy agreement if available

(b) The proposed changes are:.....

.....
.....

Continue on a separate sheet if necessary

4 Changes to the rent (if applicable). Go to section 5 if this does not apply.

- You should not propose a change to the rent on this form unless it is to take account of the proposed new terms at section 3. A change may be made if either the landlord or the tenant considers it appropriate.

(a) The existing rent is £.....per.....
(e.g. week, month, year)

(b) Does the rent include council tax? Yes/No*

(c) If yes, the amount that is included for council tax is: £.....per.....
(e.g. week, month, year)

- | | | |
|-----|---|---|
| (d) | Does the rent include water charges? | Yes/No* |
| (e) | If yes, the amount that is included for water charges is: | £.....per.....
(e g week, month, year) |
| (f) | The new rent which takes into account the proposed changes in the terms of the tenancy will be: | £.....per.....
(e g week, month, year) |
| (g) | Will the new rent include council tax? | Yes/No* |
| (h) | If yes, the amount that will be included for council tax is: | £.....per.....
(e g week, month, year) |
| (i) | Will the new rent include water charges? | Yes/No* |
| (j) | If yes, the amount that will be included for water charges is: | £.....per.....
(e g week, month, year) |

5 Name and address of landlord or tenant proposing the changes

To be signed and dated by the landlord or the landlord's agent (someone acting for him) or the tenant or the tenant's 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 Date

Please specify whether: landlord/landlord's agent/tenant/tenant's agent

Name(s) (Block Capitals)

Address.....

Telephone: Daytime Evening

What to do if this notice is served on you

- If you agree with the new terms and rent proposed, do nothing. They will become the terms of the tenancy agreement on the date specified in section 2.
- If you don't agree with the proposed terms and any adjustment of the rent (see section 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 the tribunal, before the date specified in section 2, using the form headed *Application referring a Notice proposing different terms for a Statutory Periodic Tenancy to a Tribunal* which you can obtain from the tribunal or a law stationer.
- The tribunal will decide what, if any, changes should be made to the terms of the tenancy and, if applicable, the amount of the new rent.
- If you need help or advice about this notice and what you should do about it, take it immediately to a citizens advice bureau, a housing advice centre, a law centre or a solicitor.

FORM No. 2

Housing Act 1988 section 6(3)

FORM 2

Application referring a Notice proposing different terms for a Statutory Periodic Tenancy to the Tribunal

Housing Act 1988 section 6(3)

- Please write clearly in black ink.
- Please tick boxes where appropriate and cross out text marked with an asterisk (*) that does not apply.
- This form should 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 which arises when a fixed term of an assured tenancy, an assured shorthold tenancy or an assured agricultural occupancy ends.
- When you have completed the form, please send it to the tribunal with a copy of the notice served on you proposing the new terms of the statutory periodic tenancy.

1. Details of tenant(s)

Name of tenant(s).....

Address of premises to which the tenancy relates:

.....

.....

Address for correspondence (if different):

.....

.....

2. Details of landlord(s) / agent*

Name:.....

Address:.....

.....

.....

3. Details of premises

(a) What type of accommodation is rented?

Room(s) Flat Terraced House

Semi-Detached House Fully Detached House Other (please specify).....

.....

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

Basement Ground First Second Other (please specify).....

.....

(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

If yes, please give details:

.....

.....

(e) Does the tenant share any of the accommodation with:

(i) the landlord? Yes No

(ii) another tenant or tenants? Yes No

If yes, to either of the above questions, please give details.....
.....
.....

4. When did the statutory periodic tenancy begin?.....
.....

5. Services

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

Yes No

If yes, please give details.....
.....
.....

(b) Is a separate charge made for services, maintenance, repairs, landlords' costs of management or any other item? Yes No Not applicable

If yes, what charge is payable? £..... per..... (e.g. week, month, year)

(c) Does the charge vary according to the relevant costs? Yes No Not applicable

If yes, please give details.....
.....
.....

6. Is any furniture provided under the tenancy? Yes No

If yes, please give details. Continue on a separate sheet if necessary or provide a copy of the inventory.....
.....
.....

7. Repairs

(a) What repairs are the responsibility of the landlord? Continue on a separate sheet if necessary.

.....
.....
.....

(b) What repairs are the responsibility of the tenant? Continue on a separate sheet if necessary.

.....
.....
.....

8. Other terms

Give details (if known) of the other terms of the tenancy, e.g. can you assign the tenancy (pass it on to someone else) and if so is a premium (a payment which is in addition to rent and equivalent to more than two months rent) payable on an assignment? Continue on a separate sheet if necessary.

.....
.....

9. Tenancy agreement

(a) Is there a written tenancy agreement? Yes No

*If yes, please attach the tenancy agreement (with a note of any variations).
It will be returned to you as soon as possible.*

10. Statement

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 for it to be considered by the Tribunal.

To be signed and dated by the landlord or the landlord's agent (someone acting for the landlord) or the tenant or the tenant's 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 Date

Please specify whether: landlord / landlord's agent / tenant / tenant's agent

Name(s) (Block Capitals)

Address

Telephone: Daytime Evening

FORM No. 3

Housing Act 1988 section 8, as amended by section 151 of the Housing Act 1996 and section 97 of the Anti-social Behaviour, Crime and Policing Act 2014

FORM 3

Notice seeking possession of a property let on an Assured Tenancy or an Assured Agricultural Occupancy

Housing Act 1988 section 8 as amended by section 151 of the Housing Act 1996 and section 97 of the Anti-social Behaviour, Crime and Policing Act 2014

- Please write clearly in black ink.
- Please cross out text marked with an asterisk (*) that does not apply.
- This form should be used where possession of accommodation let under an assured tenancy, an assured agricultural occupancy or an assured shorthold tenancy is sought on one of the grounds in Schedule 2 to the Housing Act 1988.
- Do not use this form if possession is sought on the "shorthold" ground under section 21 of the Housing Act 1988 from an assured shorthold tenant where the fixed term has come to an end or, for assured shorthold tenancies with no fixed term which started on or after 28th February 1997, after six months has elapsed. There is no prescribed form for these cases, but you must give notice in writing.

1 To:.....
*Name(s) of tenant(s)/licensee(s)**

2 Your landlord/licensor* intends to apply to the court for an order requiring you to give up possession of:.....
.....
.....
Address of premises

3 Your landlord/licensor* intends to seek possession on ground(s) in Schedule 2 to the Housing Act 1988 (as amended), which read(s):.....
.....
.....
Give the full text (as set out in the Housing Act 1988 (as amended) of each ground which is being relied on. Continue on a separate sheet if necessary.

4 Give a full explanation of why each ground is being relied on:.....
.....
.....
Continue on a separate sheet if necessary.

Notes on the grounds for possession

- 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 17, 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 section 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 (if there is one) and it will only make an order during the fixed term on grounds 2, 8, 10 to 15 or 17 if the terms of the tenancy make provision for it to be brought to an end on any of these grounds.
- Where the court makes an order for possession solely on ground 6 or 9, the landlord must pay your reasonable removal expenses.

5 The court proceedings will not begin until after:

Give the earliest date on which court proceedings can be brought

Notes on the earliest date on which court proceedings can be brought

- Where the landlord is seeking possession on grounds 1, 2, 5 to 7, 9 or 16 (without ground 7A or 14), 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. This applies even if one of grounds 3, 4, 8, 10 to 13, 14ZA, 14A, 15 or 17 is also specified.
- Where the landlord is seeking possession on grounds 3, 4, 8, 10 to 13, 14ZA, 14A, 15 or 17 (without ground 7A or 14), court proceedings cannot begin earlier than 2 weeks from the date this notice is served. If one of 1, 2, 5 to 7, 9 or 16 grounds is also specified court proceedings cannot begin earlier than two months from the date this notice is served.
- Where the landlord is seeking possession on ground 7A (with or without other grounds), court proceedings cannot begin earlier than 1 month 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. A notice seeking possession on ground 7A must be served on you within specified time periods which vary depending on which condition is relied upon:
 - Where the landlord proposes to rely on condition 1, 3 or 5: within 12 months of the conviction (or if the conviction is appealed: within 12 months of the conclusion of the appeal);
 - Where the landlord proposes to rely on condition 2: within 12 months of the court's finding that the injunction has been breached (or if the finding is appealed: within 12 months of the conclusion of the appeal);
 - Where the landlord proposes to rely on condition 4: within 3 months of the closure order (or if the order is appealed: within 3 months of the conclusion of the appeal).
- Where the landlord is seeking possession on ground 14 (with or without other grounds other than ground 7A), court proceedings cannot begin before the date this notice is served.
- Where the landlord is seeking possession on ground 14A, court proceedings cannot begin unless the landlord has served, or has taken all reasonable steps to serve, a copy of this notice on the partner who has left the property.
- After the date shown in section 5, court proceedings may be begun at once but not later than 12 months from the date on which this notice is served. After this time the notice will lapse and a new notice must be served before possession can be sought.

6 Name and address of landlord/licensor*.

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

Signed Date

Please specify whether: landlord/licensor/joint landlords/landlord's agent

Name(s) (Block Capitals).....

Address

Telephone: Daytime Evening

What to do if this notice is served on you

- This notice is the first step requiring you to give up possession of your home. You should read it very carefully.
- Your landlord cannot make you leave your home without an order for possession issued by a court. By issuing this notice your landlord is informing you that he intends to seek such an order. If you are willing to give up possession without a court order, you should tell the person who signed this notice as soon as possible and say when you are prepared to leave.
- Whichever grounds are set out in section 3 of this form, 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 section 3.
- If you need advice about this notice, and what you should do about it, take it immediately to a citizens' advice bureau, a housing advice centre, a law centre or a solicitor.

FORM No. 4

Housing Act 1988 section 13(2), as amended by the Regulatory Reform (Assured Periodic Tenancies) (Rent Increases) Order 2003

FORM 4

Landlord's Notice proposing a new rent under an Assured Periodic Tenancy of premises situated in England.

Housing Act 1988 section 13(2), as amended by the Regulatory Reform (Assured Periodic Tenancies) (Rent Increases) Order 2003

The notes over the page give guidance to both landlords and tenants about this notice.

To: [Tenant(s)]

of: [Address of the premises
subject to the tenancy]

From: [Landlord(s)][Landlord's Agent]*
*delete as appropriate
[Address for correspondence]

..... [Contact telephone number]

1 **This notice affects the amount of rent you pay.** Please read it carefully.

2 The landlord is proposing a new rent of £.....per[week][month][year]*, in place of the existing one of £.....per [week][month][year]*

* delete as appropriate

3 The first rent increase date after 11th February 2003 is
(see note 11 over the page)

4 The starting date for the new rent will be
(see notes 14 to 18 over the page)

5 Certain charges may be included and separately identified in your rent. (See note 12 over the page.) The amounts of the charges (if any) are:

Charges	Amount included and separately identified (enter "nil" if appropriate)	
	In the existing rent	In the proposed new rent
Council tax	£	£
Water charges	£	£
Fixed service charges	£	£

6 If you accept the proposed new rent, you should make arrangements to pay it. If you do not accept it, there are steps you should take before the starting date in paragraph 4 above. **Please see the notes over the page for what to do next.**

Signed: [Landlord(s)][Landlord's Agent]* (see note 13 over the page)

*delete as appropriate

Date:

Please read these notes carefully.

Guidance notes for tenants

What you must do now

- 1 This notice proposes that you should pay a new rent from the date in paragraph 4 of the notice. **If you are in any doubt or need advice about any aspect of this notice, you should immediately either discuss it with your landlord or take it to a citizens' advice bureau, a housing advice centre, a law centre or a solicitor.**
- 2 If you accept the proposed new rent, please make arrangements to pay it. If you pay by standing order through your bank, you should inform them that the amount has changed. You should also notify your Housing Benefit office in your local authority if you are claiming a Benefit or the Department for Work and Pensions if you are claiming Universal Credit. The Gov.UK website provides further advice: <http://www.gov.uk>. If you are worried that you might not be able to pay your rent, you should seek advice from a citizens' advice bureau or housing advice centre.
- 3 If you do **not** accept the proposed new rent, and do not wish to discuss it with your landlord, you can refer this notice to the tribunal. **You must do this before the starting date of the proposed new rent in paragraph 4 of the notice.** You should notify your landlord that you are doing so, otherwise he or she may assume that you have agreed to pay the proposed new rent.
- 4 To refer the notice to the tribunal, you must use the form *Application referring a notice proposing a new rent under an Assured Periodic Tenancy or Agricultural Occupancy to a Tribunal (form 6)*. You can obtain this from the tribunal or a legal stationer.
- 5 The tribunal will consider your application and decide what the maximum rent for your home should be. In setting a rent, the tribunal must decide what rent the landlord could reasonably expect for the property if it were let on the open market under a new tenancy on the same terms. The tribunal may therefore set a rent that is higher, lower or the same as the proposed new rent.
- 6 In these Guidance notes for agricultural occupants, the "tribunal" means the First-tier Tribunal or the Upper Tribunal.

Guidance notes for landlords on how to complete the notice

- 7 You can complete this notice in ink or arrange for it to be printed.
- 8 This notice should be used when proposing a new rent under an **assured periodic tenancy (including an assured shorthold periodic tenancy) of premises situated in England**. There is a different notice (Form No 5--*Landlord's or Licensor's Notice proposing a new rent or licence fee under an Assured Agricultural Occupancy of premises situated in England*) for proposing a new rent or licence fee for an assured agricultural occupancy of premises situated in England.
- 9 Do not use this notice if the tenancy agreement contains a term allowing rent increases, or there is some other basis such as a separate agreement with the tenant for raising the rent. Any provision you rely on needs to be binding on the tenant. Legal advice should be sought if there is any doubt on this score.
- 10 You need to use a different form to propose a rent increase for a statutory periodic tenancy (the first exception mentioned in note 16) if you are seeking to adjust rent solely because of a proposed change of terms under section 6(2) of the Housing Act 1988. Seek legal advice if you think this may apply to you. You can obtain the form headed *Notice proposing different terms for a Statutory Periodic Tenancy* from the First-tier Tribunal or a legal stationer.
- 11 Unless the tenancy is a new one, or one of the exceptions mentioned in note 16 applies, you must insert in paragraph 3 of the notice the first date after 11th February 2003, on which rent is proposed to be, or was, increased under this statutory notice procedure. That date determines the date that you can specify in paragraph 4 of the notice. See also note 15.
- 12 You should enter in each of the boxes in the second and third columns of the table in paragraph 5 either "nil" or the amount of the existing or proposed charge. You should only enter amounts for council tax and water charges where the tenant does not pay these charges directly. You should only enter fixed service charges

which are payable by the tenant in accordance with a term or condition which specifies that these charges will be included in the rent for the tenancy. Only enter an amount for service charges where the tenant has agreed to pay a **fixed** sum. Do **not** include in the table any **variable** service charge, ie a service charge within the meaning of section 18 of the Landlord and Tenant Act 1985, where the whole or part of the sum payable by the tenant varies or may vary according to **costs**.

- 13 You or your agent (someone acting on your behalf) must sign and date this notice. If there are joint landlords, each landlord must sign unless one signs on behalf of the rest with their agreement. The signature does not have to be hand-written if, for instance, the form is being printed or if you wish to use a laser or autosignature.

When the proposed new rent can start

- 14 The date in paragraph 4 of the notice must comply with the three requirements of section 13(2) of the Housing Act 1988, as amended by the Regulatory Reform (Assured Periodic Tenancies) (Rent Increases) Order 2003.

- 15 The **first requirement**, which applies in **all** cases, is that a minimum period of notice must be given before the proposed new rent can take effect. That period is:

- one month for a tenancy which is monthly or for a lesser period, for instance weekly or fortnightly;
- six months for a yearly tenancy;
- in all other cases, a period equal to the length of the period of the tenancy - for example, three months in the case of a quarterly tenancy.

- 16 The **second requirement** applies in **most** cases (but see note 17 for two exceptions):

(a) the starting date for the proposed new rent must not be earlier than 52 weeks after the date on which the rent was last increased using this statutory notice procedure or, if the tenancy is new, the date on which it started, **unless**

(b) that would result in an increase date falling one week or more before the anniversary of the date in paragraph 3 of the notice, in which case the starting date must not be earlier than 53 weeks from the date on which the rent was last increased.

This allows rent increases to take effect on a fixed day each year where the period of a tenancy is less than one month. For example, the rent for a weekly tenancy could be increased on, say, the first Monday in April. Where the period of a tenancy is monthly, quarterly, six monthly or yearly, rent increases can take effect on a fixed date, for example, 1st April.

- 17 The two exceptions to the second requirement, which apply where a statutory tenancy has followed on from an earlier tenancy, are:

- where the tenancy was originally for a fixed term (for instance, 6 months), but continues on a periodic basis (for instance, monthly) after the term ends; and
- where the tenancy came into existence on the death of the previous tenant who had a regulated tenancy under the Rent Act 1977.

In these cases the landlord may propose a new rent at once. However, the first and third requirements referred to in notes 15 and 18 must still be observed.

- 18 The **third requirement**, which applies in **all** cases, is that the proposed new rent must start at the beginning of a period of the tenancy. For instance, if the tenancy is monthly, and started on the 20th of the month, rent will be payable on that day of the month, and a new rent must begin then, not on any other day of the month. If the tenancy is weekly, and started, for instance, on a Monday, the new rent must begin on a Monday.

FORM No. 5

Housing Act 1988 section 13(2), as amended by the Regulatory Reform (Assured Periodic Tenancies) (Rent Increases) Order 2003

FORM 5

Landlord's or Licensor's Notice proposing a new rent or licence fee under an Assured Agricultural Occupancy of premises situated in England

Housing Act 1988 section 13(2), as amended by the Regulatory Reform (Assured Periodic Tenancies) (Rent Increases) Order 2003

The notes over the page give guidance to both landlords and tenants about this notice.

This notice may also be used by licensors to give notice proposing a new licence fee. In that case, references in this form and in the notes over the page to landlords, tenants, tenancy and rent should be read as references to licensors, licensees, licence and licence fees, respectively.

To: [Tenant(s)]
of: [Address of the premises
subject to the tenancy]
From: [Landlord(s)][Landlord's Agent]*
..... *delete as appropriate
..... [Address for correspondence]
..... [Contact telephone number]

1 **This notice affects the amount of rent you pay.** Please read it carefully.

2 The landlord is proposing a new rent of £ per[week][month][year]*, in place of the existing one of £ per [week][month][year]*

*delete as appropriate

3 The starting date for the new rent will be
(see notes 13 to 17 over the page)

4 Certain charges may be included and separately identified in your rent. (See note 11 over the page.) The amounts of the charges (if any) are:

Charges	Amount included and separately identified (enter "nil" if appropriate)	
	In the existing rent	In the proposed new rent
Council tax	£	£
Water charges	£	£
Fixed service charges	£	£

5 If you accept the proposed new rent, you should make arrangements to pay it. If you do not accept it, there are steps you should take before the starting date in paragraph 3 above. **Please see the notes over the page for what to do next.**

Signed: [Landlord(s)][Landlord's Agent]* (see note 12 over the page)
.....

*delete as appropriate

Date:

Please read these notes carefully.

Guidance notes for agricultural occupants

What you must do now

- 1 This notice proposes that you should pay a new rent from the date in paragraph 3 of the notice. **If you are in any doubt or need advice about any aspect of this notice, you should immediately either discuss it with your landlord or take it to a citizens' advice bureau, a housing advice centre, a law centre or a solicitor.**
- 2 If you accept the proposed new rent, please make arrangements to pay it. If you pay by standing order through your bank, you should inform them that the amount has changed. You should also notify your Housing Benefit office in your local authority if you are claiming a Benefit or the Department for Work and Pensions if you are claiming Universal Credit. The Gov.uk website provides further advice: <http://www.gov.uk>. If you are worried that you might not be able to pay your rent, you should seek advice from a citizens' advice bureau or housing advice centre.
- 3 If you do **not** accept the proposed new rent, and do not wish to discuss it with your landlord, you can refer this notice to the tribunal. **You must do this before the starting date of the proposed new rent in paragraph 3 of the notice.** You should notify your landlord that you are doing so, otherwise he or she may assume that you have agreed to pay the proposed new rent.
- 4 To refer the notice to the tribunal, you must use the form *Application referring a notice proposing a new rent under the Assured Periodic Tenancy or Agricultural Occupancy to a Tribunal (form 6)*. You can obtain this from the tribunal or a legal stationer.
- 5 The tribunal will consider your application and decide what the maximum rent for your home should be. In setting a rent, the tribunal must decide what rent the landlord could reasonably expect for the property if it were let on the open market under a new tenancy on the same terms. The tribunal may therefore set a rent that is higher, lower or the same as the proposed new rent.
- 6 In these Guidance notes for agricultural occupants, the "tribunal" means the First-tier Tribunal or the Upper Tribunal.

Guidance notes for landlords on how to complete the notice

- 7 You can complete this notice in ink or arrange for it to be printed.
- 8 This notice should be used when proposing a new rent or licence fee for an **assured agricultural occupancy of premises situated in England**. There is a different notice (Form No 4--*Landlord's Notice proposing a new rent under an Assured Periodic Tenancy of premises situated in England*) for proposing a new rent for an assured periodic tenancy (including an assured shorthold periodic tenancy) of premises situated in England.
- 9 Do not use this notice if the tenancy agreement contains a term allowing rent increases, or there is some other basis such as a separate agreement with the tenant for raising the rent. Any provision you rely on needs to be binding on the tenant. Legal advice should be sought if there is any doubt on this score.
- 10 You need to use a different notice to propose a rent increase for a statutory periodic tenancy (the first exception mentioned in note 15) if you are seeking to adjust rent solely because of a proposed change of terms under section 6(2) of the Housing Act 1988. Seek legal advice if you think this may apply to you. You can obtain the form headed *Notice proposing different terms for a Statutory Periodic Tenancy* from the First-tier Tribunal or a legal stationer.
- 11 You should enter in each of the boxes in the second and third columns of the table in paragraph 4 either "nil" or the amount of the existing or proposed charge. You should only enter amounts for council tax and water charges where the tenant does not pay these charges directly. You should only enter fixed service charges which are payable by the tenant in accordance with a term or condition which specifies that these charges will be included in the rent for the tenancy. Only enter an amount for service charges where the tenant has agreed to pay a **fixed** sum. Do **not** include in the table any **variable** service charge, i.e. a service charge within the meaning of section 18 of the Landlord and Tenant Act 1985, where the whole or part of the sum payable by the tenant varies or may vary according to **costs**.

- 12 You or your agent (someone acting on your behalf) must sign and date this notice. If there are joint landlords, each landlord must sign unless one signs on behalf of the rest with their agreement. The signature does not have to be hand-written if, for instance, the form is being printed or if you wish to use a laser or autosignature.

When the proposed new rent can start

- 13 The date in paragraph 3 of the notice must comply with the three requirements of section 13(2) of the Housing Act 1988, ignoring the amendments made by the Regulatory Reform (Assured Periodic Tenancies) (Rent Increases) Order 2003.
- 14 The **first requirement**, which applies in **all** cases, is that a minimum period of notice must be given before the proposed new rent can take effect. That period is:
- one month for a tenancy which is monthly or for a lesser period, for instance weekly or fortnightly;
 - six months for a yearly tenancy;
 - in all other cases, a period equal to the length of the period of the tenancy - for example, three months in the case of a quarterly tenancy.
- 15 The **second requirement** applies in **most** cases (but see note 16 for two exceptions). The starting date for the proposed new rent must not be earlier than the first anniversary of the date on which the rent was last increased using this statutory notice procedure or, if the tenancy is new, the date on which it started.
- 16 The two exceptions, which apply where a statutory tenancy has followed on from an earlier tenancy, are:
- where the tenancy was originally for a fixed term (for instance, 6 months), but continues on a periodic (for instance, monthly) basis after the term ends; and
 - where the tenancy came into existence on the death of the previous tenant who had a regulated tenancy under the Rent Act 1977.
- In these cases the landlord may propose a new rent at once. However, the first and third requirements referred to in notes 14 and 17 must still be observed.
- 17 The **third requirement**, which applies in **all** cases, is that the proposed new rent must start at the beginning of a period of the tenancy. For instance, if the tenancy is monthly, and started on the 20th of the month, rent will be payable on that day of the month, and a new rent must begin then, not on any other day of the month. If the tenancy is weekly, and started, for instance, on a Monday, the new rent must begin on a Monday.

FORM No. 6

Housing Act 1988 section 13(4), as amended by the Transfer of Tribunal Functions Order 2013

FORM 6

Application referring a Notice proposing a new rent under an Assured Periodic Tenancy or Agricultural Occupancy to a Tribunal

Housing Act 1988 section 13(4)

- Please write clearly in black ink
- Please tick boxes where appropriate and cross out text marked with an asterisk (*) that does not apply.
- This form should be used when your landlord has served notice on you proposing a new rent under an assured periodic tenancy, including an assured shorthold periodic tenancy
- This form may also be used to refer a notice proposing a new rent or licence fee for an assured periodic agricultural occupancy. In such a case references to "landlord"/"tenant" can be read as references to "licensor"/"licensee" etc.
- This form must be completed and sent to the tribunal - with a copy of the notice served on you proposing the new rent - before the date it is proposed that the new rent will take effect.

1. Address of premises

.....
.....
.....

2. Details of landlord(s) / agent*

Name:

Address:

.....
.....

3. Details of premises

(a) What type of accommodation do you rent?

- Room(s) Flat Terraced House
 Semi-Detached House Fully Detached House Other (*please specify*)

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

- Basement Ground First Second Other (*please specify*)

(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

If yes, please give details:

.....
.....

(e) Do you share any of the accommodation with:

(i) the landlord? Yes No

(ii) another tenant or tenants? Yes No

If yes, to either of the above questions, please give details
.....
.....

4. When did the present tenancy begin?

5. Did you pay a premium?

(Note: a premium is a payment which is additional to rent and is equivalent to more than two months rent. It may give you the right to assign the tenancy (pass it on to someone else) unless the tenancy agreement states or implies otherwise.)

Yes No

If yes, please give details:
.....
.....

6. Services

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

Yes No

If yes, please give details
.....

(b) Is a separate charge made for services, maintenance, repairs, landlords' costs of management or any other item? Yes No Not applicable

If yes, what charge is payable? £ per (e.g. week, month, year)

(c) Does the charge vary according to the relevant costs? Yes No Not applicable

If yes, please give details
.....

7. Is any furniture provided under the tenancy? Yes No

If yes, please give details. Continue on a separate sheet if necessary or provide a copy of the inventory.
.....
.....

8. Improvements

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

If yes, please give details. Continue on a separate sheet if necessary.
.....
.....

9. Repairs

(a) What repairs are the responsibility of the landlord? Continue on a separate sheet if necessary.

.....
.....

(b) What repairs are the responsibility of the tenant? Continue on a separate sheet if necessary.

.....
.....

10. Tenancy agreement

(a) Is there a written tenancy agreement? Yes No

*If yes, please attach the tenancy agreement (with a note of any variations).
It will be returned to you as soon as possible.*

11. Do you have an assured agricultural occupancy?

Yes No

12. Statement

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 the Tribunal.

To be signed and dated by the tenant or the tenant's agent (someone acting for him).

If there are joint tenants each tenant or the agent must sign unless one signs on behalf of the rest with their agreement.

Signed Date

.....
.....

Please specify whether: tenant / joint tenants / tenant's agent

Name(s) (Block Capitals)

Address

.....
.....

Telephone: Daytime Evening

FORM No. 7

Housing Act 1988 section 22(1), as amended by section 100 of the Housing Act 1996 and the Transfer of Tribunal Functions Order 2013

FORM 7

Application to the Tribunal for a determination of a rent under an Assured Shorthold Tenancy

Housing Act 1988 section 22(1) as amended by section 100 of the Housing Act 1996

- Please write clearly in black ink.
- Please tick boxes where appropriate and cross out text marked with an asterisk (*) that does not apply.
- This form should be used by a tenant with an assured shorthold tenancy which began (or for which a contract had been made) before 28th February 1997, to apply to the Tribunal, during the fixed term of the original tenancy, to have the rent reduced.
- This form should also be used by a tenant with an assured shorthold tenancy which began on or after 28th February 1997 (unless a contract had been made before that date), to apply to the Tribunal within six months of the beginning of the original tenancy, to have the rent reduced.
- This form cannot be used in the cases specified at the end of this form.
- When you have completed the form please send it to the Tribunal.

1. Address of premises

.....
.....
.....

2. Detail(s) of landlord(s)

Name:

Address:

.....
.....
.....

3. Details of premises

(a) What type of accommodation do you rent?

- Room(s) Flat Terraced House
 Semi-Detached House Fully Detached House Other (please specify)

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

- Basement Ground First Second Other (please specify)

(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

If yes, please give details:

.....
.....

(e) Do you share any of the accommodation with:

(i) the landlord? Yes No

(ii) another tenant or tenants? Yes No

If yes, to either of the above questions, please give details
.....
.....

4. Rent

(a) What is the current rent? £.....per.....
(e.g. week, month, quarter, year)

(b) Does the rent include council tax? Yes/No*
If yes, the amount that is included for council tax is: (e.g. week, month, quarter, year)

(d) Does the rent include water charges? Yes/No*
If yes, the amount that is included for water charges is: £.....per.....
(e.g. week, month, quarter, year)

5. About your tenancy

(a) When did the present tenancy begin?

(b) When does the present tenancy end?

(c) Does the tenancy replace an original tenancy? Yes No

If yes, when did the original tenancy begin?

(d) If the tenancy began before 28th February 1997, please confirm by ticking the box that you received a notice saying that the tenancy was to be an assured shorthold tenancy before the agreement was entered into.

Attach a copy of the notice, if available. It will be returned to you as soon as possible.

6. Did you pay a premium? Yes No

(Note: a premium is a payment which is additional to rent and is equivalent to more than two months rent. It may give you the right to assign the tenancy (pass it on to someone else) unless the tenancy agreement states or implies otherwise.)

If yes, please give details:

7. Services

(a) Are any services provided under the tenancy (eg cleaning, lighting, heating, hot water or gardening etc.)?
 Yes No

If yes, please give details

(b) Is a separate charge made for services, maintenance, repairs, landlords' costs of management or any other item? Yes No Not applicable

If yes, what charge is payable? £..... per..... (e.g. week, month, year)

(c) Does the charge vary according to the relevant costs? Yes No Not applicable

If yes, please give details

8. Is any furniture provided under the tenancy? Yes No

If yes, please give details. Continue on a separate sheet if necessary or provide a copy of the inventory.
.....
.....

9. Repairs

(a) What repairs are the responsibility of the landlord? Continue on a separate sheet if necessary.
.....
.....

(b) What repairs are the responsibility of the tenant? Continue on a separate sheet if necessary.
.....
.....

10. Other terms

Give details (if known) of the other terms of the tenancy, e.g. can you assign the tenancy (pass it on to someone else) and if so is a premium (a payment which is in addition to rent and equivalent to more than two months rent) payable on an assignment? Continue on a separate sheet if necessary.
.....
.....

11. Tenancy agreement

(a) Is there a written tenancy agreement? Yes No

*If yes, please attach the tenancy agreement (with a note of any variations).
It will be returned to you as soon as possible.*

12. Statement

I/We* apply to the Tribunal to determine a rent for the above mentioned premises.

To be signed and dated by the tenant or the tenant's agent (someone acting for him).

If there are joint tenants each tenant or the agent must sign unless one signs on behalf of the rest with their agreement.

Signed Date

Please specify whether: tenant / joint tenants / tenant's agent

Name(s) (Block Capitals)

Address

Telephone: Daytime Evening

Cases where this form should not be used

- An application cannot be made if -
 - (a) the rent payable under the tenancy is a rent previously determined by a Tribunal or (before 1 July 2013) a Rent Assessment Committee); or
 - (b) the tenancy is a replacement tenancy and more than six months have elapsed since the beginning of the original tenancy. A replacement 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 Tribunal cannot make a determination unless it considers -
 - (a) that there is a sufficient number of similar properties in the locality let on assured tenancies (whether shorthold or not) for comparison; 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 for similar properties let on assured tenancies (whether shorthold or not) in the locality.

FORM No. 8

Housing Act 1988 Schedule 2A, paragraph 7(2), as inserted by Schedule 7 to the Housing Act 1996

FORM 8

Tenant's notice proposing that an Assured Tenancy be replaced by an Assured Shorthold Tenancy

Housing Act 1988 Schedule 2A, paragraph 7(2) as inserted by Schedule 7 to the Housing Act 1996

- Please write clearly in black ink.
- Please cross out text marked with an asterisk (*) that does not apply.
- This notice should only be used by an assured tenant. You should only use this notice to notify your landlord that you wish your assured tenancy to be replaced by an assured shorthold tenancy.
- This notice must be served by a tenant on a landlord before an assured tenancy can be replaced by an assured shorthold tenancy.
- **You should be aware that by serving this notice, you will be giving up your right to stay in the property after the first six months of the assured shorthold tenancy or, if you agree a fixed term with your landlord, after the end of the fixed term.**
- **You do not have to complete this form even if your landlord has asked you to do so. Your existing security of tenure as an assured tenant will be unaffected if you do not complete it.**
- **If you are in any doubt about whether to complete this form, take it immediately to a citizens' advice bureau, housing advice centre, a law centre or a solicitor.**
- Once you are clear that you wish to issue this notice, complete the form and send it to your landlord.

1 To:

.....

.....

Name(s) of landlord(s)

2 I/We*, the tenant(s) of:

.....

.....

Address of premises

give notice that I/we* propose that the assured tenancy to which this notice relates should be replaced by a shorthold tenancy.

3 I/We* propose that the new shorthold tenancy should commence on: ... / ... / ... (day/month/year)

Note: The new shorthold tenancy cannot commence until after the date this notice is served on the landlord.

4 I/We* understand that under my/our* existing tenancy, I/we* can only be required to give up possession in accordance with the grounds set out in Schedule 2 to the Housing Act 1988, whereas under the new shorthold tenancy, the landlord(s) will be able to recover possession of the premises without being required to prove a ground for possession, after the first six months of the assured shorthold tenancy, or, if there is a fixed term for longer than 6 months, at the end of that fixed term, subject to two months' notice.

Signed Date

.....

To be signed and dated by the tenant. If there are joint tenants each tenant must sign.

5 Name and address of tenant

Name(s) (Block Capitals)

.....

Address

.....

.....

Telephone: Daytime *Evening*

FORM No. 9

Housing Act 1988 Schedule 2A, paragraph 9, as inserted by Schedule 7 to the Housing Act 1996

FORM 9

Landlord's notice proposing an Assured Shorthold Tenancy where the tenancy meets the conditions for an Assured Agricultural Occupancy

Housing Act 1988 Schedule 2A, paragraph 9, as inserted by Schedule 7 to the Housing Act 1996

- Please write clearly in black ink.
- If the agricultural worker condition in Schedule 3 to the Housing Act 1988 is met with respect to the property to which the proposed assured tenancy relates, and the landlord wishes that tenancy to be an assured shorthold tenancy, he must serve this notice on the tenant before the tenancy is entered into.
- This notice cannot be used where the landlord has already granted to the prospective tenant (or, in the case of joint tenants, to at least one of them) a tenancy or licence under section 24 of the Housing Act 1988 (an assured agricultural occupancy).
- This notice does not commit the tenant to taking the tenancy.

1 To:

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

2 You are proposing to take a tenancy at the following address:

commencing on ... / ... / ... (day/month/year)

- 3 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 property for at least six months after the start of the tenancy. Depending on the terms of the tenancy, once the first six months have elapsed, the landlord may have the right to seek possession at any time, subject to two months' notice.
 - As an assured shorthold tenant, you have the right to apply to a tribunal for the determination of a reasonable rent for the tenancy. An application to the tribunal must be made on the form headed *Application to a Tribunal for the determination of a rent under an Assured Shorthold Tenancy* within six months of the beginning of the tenancy. You can obtain the form from the www.gov.uk website or a law stationer.
 - If you need help or advice about this notice, and what you should do about it, take it immediately to a citizens' advice bureau, a housing advice centre, a law centre or a solicitor.

4 Name and address of landlord.

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

Signed Date

Please specify whether: landlord / joint landlords/ agent

Name(s) (Block Capitals)

Address

Telephone: Daytime Evening

EXPLANATORY NOTE

(This note is not part of the Regulations)

These Regulations revoke, in England, and replace the Assured Tenancies and Agricultural Occupancies (Forms) Regulations 1997 (S.I. 1997/194, as amended, “the 1997 Regulations”) and revoke and replace the Assured Tenancies and Agricultural Occupancies (Forms) Regulations 2003 (S.I. 2003/260, “the 2003 Regulations”). They prescribe forms for the purposes of various provisions of Part I of the Housing Act 1988 relating to assured tenancies and assured agricultural occupancies. The use for those purposes of forms substantially to the same effect as the prescribed forms is authorised by regulation 2.

Form 3 prescribed by the 1997 Regulations has been reproduced with minor drafting amendments and with other amendments consequential on the Anti-social Behaviour, Crime and Policing Act 2014.

Other forms prescribed by the 1997 Regulations have been reproduced with minor drafting amendments, save for Forms 4D and 4E, which are only applicable in Wales, and Form 7 which is no longer in use in England.

Table 1 provides an overview of the forms prescribed by these Regulations and their equivalence to the forms prescribed by the 1997 Regulations.

Regulation 4 revokes the 1997 Regulations (in England) and the 2003 Regulations and provides that any notice served before the coming into force of these Regulations is valid providing that, at the date of service of the notice, the notice was in the form then prescribed by the 1997 Regulations or a form substantially to the same effect.

Table 1

<i>Form prescribed by 2015 Regulations</i>	<i>Equivalent under 1997 Regulations</i>	<i>Purpose</i>
Form 1	Form 1	Notice proposing different terms for a Statutory Periodic Tenancy (s. 6(2) Housing Act 1988)
Form 2	Form 2	Application referring a notice proposing different terms for a Statutory Periodic Tenancy (s. 6(3) Housing Act 1988)
Form 3	Form 3	Notice seeking possession of a property let on an Assured Tenancy or an Assured Agricultural Occupancy (s.8 Housing Act 1988 (as amended))
Form 4	Form 4B	Landlord's Notice proposing a new rent under an Assured Periodic Tenancy of premises situated in England (s. 13(2) Housing Act 1988 (as amended))
Form 5	Form 4C	Landlord's or Licensor's Notice proposing a new rent or license fee under an Assured Agricultural Occupancy of premises situated in England (s. 13(2) Housing Act 1988 (as amended))
Form 6	Form 5	Application referring a notice proposing a new rent under an Assured Periodic Tenancy or Agricultural Occupancy to the Tribunal (s. 13(4) Housing Act 1988 (as amended))
Form 7	Form 6	Application to the Tribunal for determination of a rent under an Assured Shorthold Tenancy (s. 22(1) Housing Act 1988 (as amended))
Form 8	Form 8	Tenant's notice proposing that an Assured Tenancy be replaced by an Assured Shorthold Tenancy (Schedule 2A, paragraph 7(2) Housing Act 1988 (as inserted by Schedule 7, Housing Act 1996))
Form 9	Form 9	Landlord's notice proposing an Assured Shorthold Tenancy where the tenancy meets the conditions for an Assured Agricultural Occupancy (Schedule 2A, paragraph 9 Housing Act 1988 (as inserted by Schedule 7, Housing Act 1996))

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