



2022 CHAPTER 20

Tenant to be provided with a rent receipt for payment in cash

- 3.—(1) The 2006 Order is amended as follows.
(2) For Article 5 substitute—

“Tenant to be provided with a rent receipt for payment in cash

5.—(1) This Article applies where the tenant of a dwelling-house makes to the landlord in cash—

- (a) any payment in consideration of the grant, renewal or continuance of a private tenancy, or
- (b) any payment in satisfaction (or part satisfaction) of an obligation arising under a private tenancy.

(2) The landlord must provide the tenant with a written receipt for the payment stating—

- (a) the date of payment;
 - (b) what the payment was for;
 - (c) the amount paid;
 - (d) if any amount remains outstanding, that amount;
 - (e) if no further amount remains outstanding, that fact.
- (3) Where a tenant pays a single sum consisting of two or more payments—
- (a) the duty in paragraph (2)(c) includes a duty to state how the sum paid is apportioned between each payment, and
 - (b) sub-paragraphs (d) and (e) of that paragraph apply in respect of each payment.

(4) Where, in the case of any payment within paragraph (1)(b), it is not possible for the person giving the receipt to state with certainty the amount that was required to satisfy the obligation in question, sub-paragraphs (d) and (e) of paragraph (2) require the matters mentioned in them to be stated to the best of that person's knowledge and belief.

(5) The receipt must be provided—

- (a) at the time the payment is made, or
- (b) if that is not possible, as soon as reasonably possible after that time.

(6) A tenant must not be required to make a payment in respect of the provision of the receipt.

(7) In the event of a failure to comply with paragraph (2) or (5), the following are guilty of an offence under this Order—

- (a) the landlord, and
- (b) any person appointed by the landlord to provide the receipt.

(But see Article 5ZB for a defence to this offence.)

(8) In this Article—

“landlord” includes a former landlord and (in a case falling within paragraph (1)(a)) a prospective landlord;

“tenant” includes a former tenant and (in a case falling within paragraph (1)(a)) a prospective tenant.

Continued failure by landlord to provide rent receipt after conviction or fixed penalty

5ZA.—(1) If a landlord is convicted of an offence under Article 5(7)(a) in respect of a failure to comply with Article 5(2), and the failure continues for more than 14 days after the conviction, the landlord is deemed to have committed a further offence under Article 5(7)(a) in respect of that failure.

(2) Paragraph (3) applies where—

- (a) a landlord fails to comply with Article 5(2),
- (b) the landlord is given a fixed penalty notice under Article 68A in respect of an offence under Article 5(7)(a) on the grounds of that failure, and
- (c) the landlord pays the fixed penalty stated in the notice.

(3) If the failure to comply with Article 5(2) continues for more than 14 days after the landlord pays the fixed penalty, the landlord is guilty of an offence under this Order.

(But see Article 5ZB for a defence to this offence.)

(4) In this Article “landlord” has the meaning given by Article 5(8).

Controlled tenancies: defence to offences under Articles 5 and 5ZA

5ZB.—(1) This Article applies where, in the case of a controlled tenancy (within the meaning given by Article 40(4)), a payment in cash was made in respect of rent for the tenancy.

(2) If—

- (a) a person is charged with an offence under Article 5(7) and a qualifying receipt was provided in accordance with Article 5(5), or
- (b) a person is charged with an offence under Article 5ZA(3) and a qualifying receipt was provided at any time before the end of the period of 14 days mentioned in Article 5ZA(3) (including before the fixed penalty notice was given),

paragraph (6) applies.

(3) A receipt is a qualifying receipt for the purposes of paragraph (2) if—

- (a) it complies with Article 5(2)(a), (b) and (c),
- (b) it complies with Article 5(2)(d) and (e) in respect of any payment, other than the rent, that was included in the sum paid, and
- (c) either condition A or condition B is met.

(4) Condition A is that—

- (a) after the cash payment, no further amount in respect of rent in fact remained outstanding,
- (b) the receipt stated that there was an amount outstanding, and
- (c) that amount consists wholly of a sum that is irrecoverable by virtue of Article 50(1).

(5) Condition B is that—

- (a) after the cash payment, an amount in respect of rent in fact remained outstanding (“the true arrears”),
- (b) the receipt stated as outstanding an amount that was more than the true arrears, and
- (c) the difference between the stated amount and the true arrears consists wholly of a sum that is irrecoverable by virtue of Article 50(1).

(6) It is a defence to the offence under Article 5(7) or (as the case may be) Article 5ZA(3) for the person charged to prove that the landlord (or former landlord) had a bona fide claim that the sum mentioned in paragraph (4)(c) or (5)(c) was recoverable.”.

(3) In Article 50 (tenancies subject to rent control: rent in excess of limit to be irrecoverable), after paragraph (3) insert—

“(4) In paragraph (2) “similar document” does not include a receipt under Article 5(2).”.

(4) In Article 66(1)(a) (service on an agent named in the rent book deemed to be service on the landlord), for “the rent book” substitute “a rent book”.

(5) In Article 68(1) (prosecution and punishment of offences), for “5(4)” substitute “5(7), 5ZA(3)”.

(6) In Article 68A (fixed penalty for certain offences)—

(a) in paragraph (1), after sub-paragraph (zb) (as inserted by section 1), insert—

“(zc) an offence under Article 5(7), except one deemed to have been committed by virtue of Article 5ZA(1);

(zd) an offence under Article 5ZA(3);”;

(b) in paragraph (8), after “4C(3),” (as inserted by section 1) insert “5(7), 5ZA(3),”.