

1967 No. 1831

## LANDLORD AND TENANT

### The Landlord and Tenant (Notices) Regulations 1967

<i>Made</i> - - -	8th December 1967
<i>Laid before Parliament</i>	15th December 1967
<i>Coming into Operation</i>	19th December 1967

I, Gerald, Baron Gardiner, Lord High Chancellor of Great Britain, in exercise of the powers conferred on me by section 66 of the Landlord and Tenant Act 1954(a), hereby make the following Regulations:—

1. These Regulations may be cited as the Landlord and Tenant (Notices) Regulations 1967, and shall come into operation on 19th December 1967.

2. The Interpretation Act 1889(b), applies to the interpretation of these Regulations as it applies to the interpretation of an Act of Parliament.

3. In these Regulations, unless the context otherwise requires—

“the principal Regulations” means the Landlord and Tenant (Notices) Regulations 1957(c).

A form referred to by number means the form so numbered in the Appendix to the principal Regulations.

4. For Forms 1 and 2 there shall be substituted the forms so numbered in Appendix 1 to these Regulations.

5. Form 3 shall be amended as follows:—

(a) In Note 2, after the words “exceeding 21 years” there shall be inserted the words “ at a rent which is less than two-thirds of the rateable value of the premises”.

(b) In Note 3, for the word “receipt” there shall be substituted the words “the giving”.

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(a) 1954 c. 56.

(b) 1889 c. 63.

(c) S.I. 1957/1157 (1957 I, p. 1230).

**6. Forms 7 and 9 shall be amended as follows:—**

(a) In paragraph 2 for the word “receiving” there shall be substituted the words “the giving of”;

(b) In Note 2 for the word “receiving” there shall be substituted the words “the giving of”, and for the word “receipt” there shall be substituted the words “the giving”.

**7. Where a Notice is given for a purpose for which the use of Form 7, 8 or 9 is required by the principal Regulations, and it is given in respect of a tenancy which is a long tenancy at a low rent for the purposes of Part 1 of the Leasehold Reform Act 1967(a) and the tenant is not a company or other artificial person, the Notice shall be in Form 7, 8 or 9 as amended in accordance with the amendments set out in Appendix 2 to these Regulations.**

**8. Nothing in these Regulations shall invalidate any Notice served before the 1st January 1968 which complies with the requirements of the principal Regulations, or any Notice in Form 7 or 9 served before 1st March 1968 which does not comply with the requirements of paragraph 6 of these Regulations.**

*Gardiner, C.*

**Dated 8th December 1967.**

## APPENDIX 1

*Forms to be substituted for Forms 1 and 2*

## FORM 1

## Landlord and Tenant Act 1954

*Landlord's Notice proposing a Statutory Tenancy*

To \_\_\_\_\_, tenant of premises  
known as \_\_\_\_\_

See Notes 1. I, \_\_\_\_\_ of \_\_\_\_\_, landlord of  
4 & 12 the above-mentioned premises, hereby give you notice terminating your  
tenancy of the premises on the \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_.

See Notes 2. You are requested within 2 months after the giving of this Notice  
6 & 7 to notify me in writing whether you are willing to give up possession of  
the premises on the said date.

*Consequences of this Notice if tenant claims the freehold or an extended  
lease.*

See Note 3. If you have a right under Part I of the Leasehold Reform Act  
1967 to acquire the freehold or an extended lease of property comprised  
in the tenancy, you must give me notice of your desire to have the freehold  
or an extended lease not later than 2 months after the service of this  
Notice: in that event, this Notice will not operate, and I will [or will not,  
*as the case may be*] be entitled to apply to the county court for possession  
of the premises under section 17 [or 18, *as the case may be*] of that Act  
and propose [or do not propose, *as the case may be*] to do so.

4. The following are the names and addresses of other persons known  
or believed by me to have an interest superior to your tenancy or to be  
the agent concerned with the premises on behalf of a person having such  
an interest—[*The names and addresses of any such persons should be  
stated here*]

*Consequences of this Notice if tenant does not claim the freehold or an  
extended lease.*

See Note 2 5. I believe that you are entitled to the protection of Part I of the Land-  
lord and Tenant Act 1954 in respect of the whole of the premises [or,  
*if part only of the premises qualifies for protection*, in respect of the fol-  
lowing part of the premises, namely \_\_\_\_\_],  
and the proposals contained in the next following paragraph are made on  
the assumption that the statutory tenancy would be a tenancy of the  
whole of the premises [or the said part of the premises].

6. If you are not willing to give up possession of the premises on the day of \_\_\_\_\_, 19\_\_\_\_, I propose that you should continue as a statutory tenant of the premises [or of the said part of the premises] on the following terms—

[Here should be stated—

- (i) rent, intervals at which rent is to be paid and whether payable in advance or in arrear; See Note 5
- (ii) whether any, and if so what, initial repairs are to be carried out;
- (iii) which, if any, of the initial repairs are to be carried out by the landlord and which, if any, by the tenant;
- (iv) which, if any, of the initial repairs to be carried out by the landlord are required in consequence of failure by the tenant to fulfil his obligations under the current tenancy, and the estimated cost of such repairs (excluding any part recoverable otherwise than from the tenant or his predecessors in title);
- (v) what amount the landlord proposes that the tenant should pay in respect of the cost incurred by the landlord in ascertaining the initial repairs set out in item (iv);
- (vi) whether payment for the amounts mentioned in items (iv) and (v) above is to be made by instalments or otherwise, and if by instalments, the amount of each instalment, the time at which the first is to be payable and the frequency of the instalments;
- (vii) obligations as to repairs other than the initial repairs mentioned above;
- (viii) any other terms.] See Notes 8, 9 & 10

If the amount of the rent cannot be settled by agreement between us, I propose to apply to the rent officer for the registration of a fair rent.

If any of the other terms cannot be settled by agreement between us, I propose to apply to the county court for a determination.

*[Paragraph 7 should be struck out, if not required*

7. If you continue in possession of the premises I require a record to be made of the state of repair of the premises as soon as may be after the completion of the initial repairs or, if the carrying out of initial repairs is not agreed between us or determined by the county court, as soon as may be after the beginning of the statutory tenancy.] See Note 11

8. This Notice is given under the provisions of section 4 of the Landlord and Tenant Act 1954.

Your attention is called to the Notes below.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

Signed..... (Landlord)

..... (Address)

## Form 1

## Notes

1. Part I of the Landlord and Tenant Act 1954, as amended by the Leasehold Reform Act 1967, provides that a tenant of residential premises under a tenancy granted for more than 21 years at a rent which is less than two-thirds of the rateable value of the premises shall, at the end of the period of the original tenancy, be entitled to continue as a tenant on the same terms as before unless he terminates the tenancy himself or it is terminated by the landlord in accordance with the provisions of the Act. For the purposes of the Act the rateable value is normally that shown in the valuation list on 23rd March 1965. The rateable value of the premises must not, however, have exceeded £400 in Greater London or £200 elsewhere.

2. The tenant's right to remain in occupation is confined to parts of the premises which he occupies at the end of the original tenancy.

3. Your rights under Part I of the Landlord and Tenant Act 1954 are in addition to, and distinct from, any right you may have under the Leasehold Reform Act 1967 to acquire the freehold or an extended lease of the premises. Any such right must, however, be exercised by service of the appropriate notice (in the form prescribed by the Leasehold Reform (Notices) Regulations 1967) within 2 months of the giving of this Notice. As a general rule, a person has such a right if:—

- (a) he has his only or main residence in a house which he occupies under a tenancy granted for more than 21 years at a rent which is less than two-thirds of its rateable value;
- (b) he has so occupied the house for at least the previous 5 years or a total of 5 out of the previous 10 years; and
- (c) the house has a rateable value not exceeding £400 in Greater London, or £200 elsewhere.

4. The landlord may terminate the tenancy by notice which, as a general rule, must be given not more than 12 nor less than 6 months before the date of termination specified in the notice. That date must not normally be earlier than the date on which the original tenancy expires. When the landlord terminates the tenancy, he may (a) propose in its place a statutory tenancy under the Rent Act 1965, or (b) give notice of his intention to apply to the court for possession of the premises.

5. This is a notice proposing a statutory tenancy. It sets out the landlord's proposals for the terms of your future tenancy should you decide that you wish to remain in possession of the premises, and do not have the right to acquire the freehold or an extended lease of the premises under the Leasehold Reform Act 1967, or have that right but do not wish to exercise it.

6. If you wish to give up possession of the premises comprised in the tenancy, you should notify the landlord to that effect within 2 months of the giving of this Notice and vacate the premises on the date of termination specified in it. Failure to notify the landlord may lead to an unnecessary application to the county court and consequent expense, which you may have to bear.

7. If you do not wish to give up possession of the premises comprised in the tenancy, you should within 2 months after the giving of this Notice notify the landlord to that effect. This will ensure that you do not lose the right conferred by the Landlord and Tenant Act 1954 to remain in possession as a statutory tenant on terms to be agreed between you and the landlord, or settled by the county court or the rent officer, as appropriate. If you fail to notify the landlord and are not in occupation of the premises 2 months after the giving of this Notice, you may lose the protection of the Act. If you fail to notify the landlord, but are in occupation 2 months after the giving of this Notice, you will not lose that protection.

8. After this Notice has been given, it will be open to you and the landlord to settle the terms of the statutory tenancy by agreement. If you cannot agree, the landlord may apply to the county court for a decision on any of the terms except the rent, which will be fixed as set out in Note 10 below.

9. The terms of the statutory tenancy may provide for the carrying out of certain repairs at the start of the tenancy. These are known as "initial repairs". You cannot be required to carry out any initial repairs yourself unless you are willing to do so. If the landlord carries out initial repairs he will be entitled to recover from you (a) the reasonable cost of the repairs, in so far as they are required in consequence of your failure to fulfil your obligations under your current tenancy; and (b) the reasonable cost of ascertaining what repairs are required for this reason. Whatever the obligations under your current tenancy, the Act provides that you will not be obliged to pay for more initial repairs than are needed to bring the premises into good repair, having regard to their age, character and locality.

If it is proposed that the terms of the statutory tenancy should include provisions for initial repairs, several matters relating to the repairs and payment for them will have to be agreed between you and the landlord, or determined by the court. These are—

- (i) what, if any, initial repairs are required;
- (ii) which, if any, of them are to be carried out by you, and which by the landlord;
- (iii) which of the repairs to be carried out by the landlord are to be paid for by you;
- (iv) whether any such payment is to be made by lump sum or by instalments and, if by instalments, the amount of each and the times for payment.

10. If you and the landlord cannot agree the amount of the rent (or if you or the landlord wish to have a fair rent registered), an application for the registration of a fair rent may be made to the rent officer by the landlord, or by you, or by the landlord and you jointly. In determining a fair rent regard will be had to all the circumstances (other than personal circumstances and excluding scarcity value) and in particular to the state in which the dwelling house will be when the initial repairs, if any, have been completed. An objection may be made to the rent officer's determination by either party, in which case the matter is referred to a rent assessment committee.

11. The Act enables the landlord to require that, if you retain possession of the premises, a record shall be made of their state of repair as soon as may be after the completion of the initial repairs or, in the absence of any agreement or determination requiring the carrying out of initial repairs, as soon as may be after the beginning of the statutory tenancy. If this Notice does not require a record to be made and you do not wish to give up possession, you may include such a requirement in your notification to the landlord that you are unwilling to give up possession. Any record required to be made will have to be made by a person appointed by the landlord and yourself, or, if you and the landlord cannot agree, by the President of the Royal Institution of Chartered Surveyors; and the cost of making the record will, in default of agreement, have to be met by the landlord and yourself in equal shares.

12. The term "landlord" for the purposes of this Notice does not necessarily mean the landlord to whom you pay the rent; it means the person who is your landlord for the purposes of Part I of the Act.

## FORM 2

## Landlord and Tenant Act 1954

*Landlord's Notice to resume Possession*

To \_\_\_\_\_, tenant of premises  
known as \_\_\_\_\_

See Notes  
4 & 10

1. I, \_\_\_\_\_ of \_\_\_\_\_,  
landlord of the above-mentioned premises, hereby give you notice termi-  
nating your tenancy of the said premises on the \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_.

See Notes  
5 & 6

2. You are requested within 2 months after the giving of this Notice  
to notify me in writing whether you are willing to give up possession of  
the premises on the said date.

*Consequences of this Notice if tenant claims the freehold or an extended  
lease*

See Note 3

3. If you have a right under Part I of the Leasehold Reform Act 1967  
to acquire the freehold or an extended lease of property comprised in the  
tenancy, you must give me notice of your desire to have the freehold or  
an extended lease not later than 2 months after the service of this  
Notice; in that event, this Notice will not operate, and I will [*or will not,  
as the case may be*] be entitled to apply to the county court for possession  
of the premises under section 17 [*or 18, as the case may be*] of that Act  
and propose [*or do not propose, as the case may be*] to do so.

4. The following are the names and addresses of other persons known  
or believed by me to have an interest superior to your tenancy or to be  
the agent concerned with the premises on behalf of a person having such  
an interest—[*The names and addresses of any such persons should be  
stated here*]

*Consequences of this Notice if tenant does not claim the freehold or an  
extended lease*

See Note 2

5. I believe that you are entitled to the protection of Part I of the  
Landlord and Tenant Act 1954 in respect of the whole of the premises  
[*or, if part only of the premises qualifies for protection, in respect of the  
following part of the premises, namely \_\_\_\_\_*].

See Notes  
7 & 8

6. If you are not willing to give up possession of the premises on the  
\_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_, I propose to apply to the  
county court for possession of the premises on the ground that [*here  
state ground or grounds*]

7. This Notice is given under the provisions of section 4 of the Land-  
lord and Tenant Act 1954.

Your attention is called to the Notes below.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_.

Signed .....(Landlord)  
.....(Address)

## Form 2

## Notes

1. Part I of the Landlord and Tenant Act 1954, as amended by the Leasehold Reform Act 1967, provides that a tenant of residential premises under a tenancy granted for more than 21 years at a rent which is less than two-thirds of the rateable value of the premises shall, at the end of the period of the original tenancy, be entitled to continue as a tenant on the same terms as before unless he terminates the tenancy himself or it is terminated by the landlord in accordance with the provisions of the Act. For the purposes of the Act the rateable value is normally that shown in the valuation list on 23rd March 1965: the rateable value of the premises must not, however, have exceeded £400 in Greater London or £200 elsewhere.

2. The tenant's right to remain in occupation is confined to parts of the premises which he occupies at the end of the original tenancy.

3. Your rights under Part I of the Landlord and Tenant Act 1954 are in addition to, and distinct from, any right you may have under the Leasehold Reform Act 1967 to acquire the freehold or an extended lease of the premises. Any such right must, however, be exercised by service of the appropriate notice (in the form prescribed by the Leasehold Reform (Notices) Regulations 1967) within two months of the giving of this Notice. As a general rule, a person has such a right if:—

- (a) he has his only or main residence in a house which he occupies under a tenancy granted for more than 21 years at a rent which is less than two-thirds of its rateable value;
- (b) he has so occupied the house for at least the previous 5 years or a total of 5 out of the previous 10 years; and
- (c) the house has a rateable value not exceeding £400 in Greater London, or £200 elsewhere.

4. The landlord may terminate the tenancy by notice given not more than 12 nor less than 6 months before the date of termination specified in the notice. That date must not normally be earlier than the date on which the original tenancy expires.

5. If you are willing to give up possession of the premises comprised in the tenancy, you should notify the landlord to that effect within 2 months of the giving of this Notice and vacate the premises on the date of termination specified in it. Failure to notify the landlord may lead to an unnecessary application to the county court and consequent expense, which you may have to bear.

6. If you are not willing to give up possession of the premises comprised in the tenancy you should within 2 months after the giving of this Notice notify the landlord to that effect. This will ensure that you do not lose the right conferred by the Landlord and Tenant Act 1954 to remain in possession unless the landlord obtains an order for possession of the premises from the county court. If you fail to notify the landlord and are not in occupation of the premises 2 months after the giving of this notice, you may lose the protection of the Act. If you fail to notify the landlord, but are in occupation 2 months after the giving of this notice, you will not lose that protection.

7. The grounds on which a landlord may apply for possession are—

- (i) that suitable alternative accommodation will be available for the tenant at the date of termination of the tenancy;
- (ii) that the tenant has failed to comply with any term of the tenancy as to payment of rent or rates or as to insuring or keeping insured any premises;



- (iii) that the tenant or a person residing or lodging with him or being his sub-tenant has been guilty of conduct which is a nuisance or annoyance to adjoining occupiers, or has been convicted of using any premises comprised in the tenancy or allowing such premises to be used for an immoral or illegal purpose and, where the person in question is a lodger or sub-tenant, that the tenant has not taken such steps as he ought reasonably to have taken for the removal of the lodger or sub-tenant;
- (iv) that the premises, or any part of them which is entitled to protection under the Act, are reasonably required by the landlord for occupation as a residence for himself or any son or daughter of his over 18 years of age or his father, mother, father-in-law or mother-in-law. But the court is precluded from making an order for possession on this ground where the landlord's interest was purchased or created after 18th February 1966, or where it is satisfied that having regard to all the circumstances of the case, including the question whether other accommodation is available for the landlord or the tenant, greater hardship would be caused by making the order than by refusing to make it;
- (v) in certain cases where the landlord is a public body, that for the purposes of redevelopment relevant to its functions the landlord proposes after the termination of the tenancy to demolish or reconstruct the whole or a substantial part of the premises.

The landlord must state in this Notice on which of these grounds he proposes to apply for possession.

8. The landlord may apply to the county court for an order for possession on any of the grounds listed above which he has stated in this Notice. In order to succeed in his application he must establish that ground and also, except where he is applying on ground (v) above, satisfy the court that it is reasonable that he should be granted possession. You will be given the opportunity to state your case before the court if you wish to resist the landlord's application.

9. Should the landlord fail in his application for possession this Notice will lapse, but he will then be at liberty to serve a fresh notice on you proposing the new terms on which your tenancy is to continue, and it will be open to you and the landlord either to agree the terms or to have them determined by the court or the rent officer, as appropriate.

10. The term "landlord" for the purposes of this Notice does not necessarily mean the landlord to whom you pay the rent; it means the person who is your landlord for the purposes of Part I of the Act.

## APPENDIX 2

*Amendments to Forms 7, 8 and 9 where the tenancy is a long tenancy at a low rent and the tenant is not a company or other artificial person*

1. Form 7 shall be amended as follows:—

(a) After paragraph 4 the following new paragraphs shall be inserted:—

*“Tenant’s possible alternative rights under Part I of the Leasehold Reform Act 1967*

5. If you have a right under Part I of the Leasehold Reform Act 1967 to acquire the freehold or an extended lease of property comprised in the tenancy, you must give me notice of your desire to have the freehold or an extended lease not later than two months after the service of this notice: in that event, this Notice will not operate, and I will [or will not, *as the case may be*] be entitled to apply to the county court for possession of the premises under section 17 [or 18, *as the case may be*] of that Act and propose [or do not propose, *as the case may be*] to do so. See Note 8

6. The following are the names and addresses of other persons known or believed by me to have an interest superior to your tenancy or to be the agent concerned with the premises on behalf of a person having such an interest—

*[The names and addresses of any such persons should be stated here]”*

(b) After Note 7 the following new Note shall be inserted:—

“8. Rights under Part II of the Landlord and Tenant Act 1954 are in addition to, and distinct from, any right the tenant may have under the Leasehold Reform Act 1967 to acquire the freehold or an extended lease of the premises. Any such right must however, be exercised by service of the appropriate notice (in the form prescribed by the Leasehold Reform (Notices) Regulations 1967) within 2 months of the giving of this Notice. As a general rule, a person has such a right if:—

- (a) he has his only or main residence in a house which he occupies under a tenancy granted for more than 21 years at a rent which is less than two-thirds of its rateable value;
- (b) he has so occupied the house for at least the previous 5 years or a total of 5 out of the previous 10 years; and
- (c) the house has a rateable value not exceeding £400 in Greater London, or £200 elsewhere.

If the tenant establishes his right to acquire the freehold or an extended lease, but the landlord is nevertheless entitled under the provisions of the Act of 1967 to obtain possession, the compensation payable to the tenant upon leaving the premises will be an amount assessed as provided in that Act, which will normally be higher than compensation at the rate mentioned in Note 5 above.”

## 2. Form 8 shall be amended as follows:—

- (a) After paragraph 3 the following new paragraphs shall be inserted:—

*“Tenant’s possible alternative rights under Part I of the Leasehold Reform Act 1967*

See Note 3

4. If you have a right under Part I of the Leasehold Reform Act 1967 to acquire the freehold or an extended lease of property comprised in the tenancy, you must give me notice of your claim to be so entitled not later than 2 months after the service of this Notice; in that event, this Notice will not operate, but I will be entitled to apply to the county court for possession of the premises under section 17 of that Act, and propose to do so.

5. The following are the names and addresses of other persons known or believed by me to have an interest superior to your tenancy or to be the agent concerned with the premises on behalf of a person having such an interest—

*[The names and addresses of any such persons should be stated here]”*

- (b) At the end of Note 3 there shall be inserted the words:—

*“(A tenant who is entitled under Part I of the Leasehold Reform Act 1967 to acquire the freehold or an extended lease of property comprised in the tenancy and gives notice (in the form prescribed by the Leasehold Reform (Notices) Regulations 1967) claiming that right is entitled instead to be paid compensation for the loss of that property in accordance with Schedule 2 of that Act. As a general rule, a person is so entitled if:—*

- (a) he has his only or main residence in a house which he occupies under a tenancy granted for more than 21 years at a rent which is less than two-thirds of its rateable value;
- (b) he has so occupied the house for at least the previous 5 years or a total of 5 out of the previous 10 years; and
- (c) the house has a rateable value not exceeding £400 in Greater London, or £200 elsewhere.)”

## 3. Form 9 shall be amended as follows:—

- (a) After paragraph 5 the following new paragraphs shall be inserted:—

*“Tenant’s possible alternative rights under Part I of the Leasehold Reform Act 1967*

See Note 5

6. If you have a right under Part I of the Leasehold Reform Act 1967 to acquire the freehold or an extended lease of property comprised in the tenancy, you must give me notice of your claim to be so entitled not later than 2 months after the service of this Notice; in that event, this Notice will not operate, but I will in due course be entitled to apply to the county court for possession of the premises under section 17 of that Act, and propose to do so.

7. The following are the names and addresses of other persons known or believed by me to have an interest superior to your tenancy or to be the agent concerned with the premises on behalf of a person having such an interest—

*[The names and addresses of any such persons should be stated here]*”

(b) At the end of Note 5 there shall be inserted the words:—

“(A tenant who is entitled under Part I of the Leasehold Reform Act 1967 to acquire the freehold or an extended lease of property comprised in the tenancy and gives notice (in the form prescribed by the Leasehold Reform (Notices) Regulations 1967) claiming that right is entitled instead to be paid compensation upon leaving the premises in accordance with Schedule 2 of that Act. As a general rule, a person is so entitled if:—

- (a) he has his only or main residence in a house which he occupies under a tenancy granted for more than 21 years at a rent which is less than two-thirds of its rateable value;
- (b) he has so occupied the house for at least the previous 5 years or a total of 5 out of the previous 10 years; and
- (c) the house has a rateable value not exceeding £400 in Greater London, or £200 elsewhere.)”

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## EXPLANATORY NOTE

*(This Note is not part of the Regulations.)*

These Regulations amend the Landlord and Tenant (Notices) Regulations 1957.

In order to take account of certain provisions of the Leasehold Reform Act 1967 revised forms of notice are prescribed for use, for the purposes of Part I of the Landlord and Tenant Act 1954, when terminating a long tenancy at a low rent of residential premises; and additions are required to be made to the forms of notice used for the purposes of Part II of that Act when they are used for terminating a business tenancy which is a long tenancy at a low rent and is held by a tenant who is not a company or other artificial person.

Amendments are also made to the forms of notice to terminate business tenancies used for general purposes.