
STATUTORY INSTRUMENTS

1997 No. 194

**LANDLORD AND TENANT,
ENGLAND AND WALES**

**The Assured Tenancies and Agricultural
Occupancies (Forms) Regulations 1997**

Made - - - - 29th January 1997

Coming into force - - 28th February 1997

The Secretary of State for the Environment, as respects England, and the Secretary of State for Wales, as respects Wales, in exercise of the powers conferred upon them by sections 6(2) and (3), 8(3), 13(2) and (4), 22(1), 41(2) and 45(1) and (5) of, and paragraphs 7(2)(a) and 9(2)(a)(i) of Schedule 2A to, the Housing Act 1988(1), and of all other powers enabling them in that behalf, hereby make the following Regulations:

Citation and commencement

1. These Regulations may be cited as the Assured Tenancies and Agricultural Occupancies (Forms) Regulations 1997 and shall come into force on 28th February 1997.

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(2) 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 rent assessment committee, Form No.2;

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

(2) Part I is amended by Parts III and V of the Housing Act 1996.

- (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 or an assured agricultural occupancy, Form No. 4;
- (e) for an application under section 13(4) referring to a rent assessment committee a notice under section 13(2) relating to an assured tenancy or an assured agricultural occupancy, Form No.5;
- (f) for an application under section 22(1) to a rent assessment committee for a determination of rent under an assured shorthold tenancy, Form No.6;
- (g) for a notice under section 41(2) requiring a landlord or tenant to give information to a rent assessment committee, 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 1988**(3)** (“the 1988 Regulations”), the Assured Tenancies and Agricultural Occupancies (Forms) (Amendment) Regulations 1989**(4)**, the Assured Tenancies and Agricultural Occupancies (Forms) (Amendment) Regulations 1990**(5)** and the Assured Tenancies and Agricultural Occupancies (Forms) (Amendment) Regulations 1993**(6)** are hereby revoked.

(2) Nothing in paragraph (1) 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 1988 Regulations.

Signed by authority of the Secretary of State for the Environment

28th January 1997

James Clappison
Parliamentary Under Secretary of State,
Department of the Environment

29th January 1997

William Hague
Secretary of State for Wales

(3) S.I. 1988/2203.
(4) S.I. 1989/146.
(5) S.I. 1990/1532.
(6) S.I. 1993/654.

SCHEDULE

Regulation 3

FORMS PRESCRIBED FOR THE PURPOSES OF PART I OF THE HOUSING ACT 1988
FORM No. 1 Housing Act 1988 section 6(2) Notice proposing different terms for a Statutory Periodic Tenancy

- 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 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 a rent assessment panel 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

Status: This is the original version (as it was originally made).

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

Signed 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 your local rent assessment committee, 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 Rent Assessment Committee* which you can obtain from a rent assessment panel or a law stationer.
- The rent assessment committee 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.

Status: This is the original version (as it was originally made).

- 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 your local rent assessment panel with a copy of the notice served on you proposing the new terms of the statutory periodic tenancy.

1. Name(s) of tenant(s):

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

2. Address of premises to which the tenancy relates:

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

3. Name(s) of landlord(s)/agent*:

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

Address of landlord(s)/agent*:

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

4. 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?

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

(e) If yes, please give details:

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

(f) Is any of the accommodation shared with:

(i) the landlord? Yes No
(ii) another tenant or tenants? Yes No

Status: This is the original version (as it was originally made).

(g) If yes, please give details:

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

5. When did the statutory periodic tenancy begin?

.....

6. Services.

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

Yes No

(b) If yes, please give details:

.....
.....

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

Yes No

(d) If yes, what charge is payable?

£..... per
(e.g. week, month, year)

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

Yes No

(f) If yes, please give details:

.....
.....

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

Yes No

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

.....
.....

8. What repairs are the responsibility of:

(a) the landlord? Continue on a separate sheet if necessary.

.....
.....

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

.....
.....

9. 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.

.....
.....

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

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

.....

Status: This is the original version (as it was originally made).

11. (a) I/We* attach a copy of the notice proposing changes to the statutory periodic tenancy and, if applicable, an adjustment of the amount of rent and apply for it to be considered by the rent assessment committee.

Signed Date
.....
.....

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

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

(b) Name and address of landlord or tenant referring to the rent assessment committee.

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

Address
.....
.....
.....

Telephone—Daytime

FORM No. 3 Housing Act 1988 section 8 as amended by section 151 of the Housing Act 1996 Notice seeking possession of a property let on an Assured Tenancy or an Assured Agricultural Occupancy

Status: This is the original version (as it was originally made).

- 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 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 by the Housing Act 1996, which read(s):

.....

.....

Give the full text (as set out in the Housing Act 1988 as amended by the Housing Act 1996) 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

- Where the landlord is seeking possession on grounds 1, 2, 5 to 7, 9 or 16, court proceedings cannot begin earlier than 2 months from the date this notice is served on you (even where one of grounds 3, 4, 8, 10 to 13, 14A, 15 or 17 is specified) and not before the date on which the tenancy (had it not been assured) could have been brought to an end by a notice to quit served at the same time as this notice.
- Where the landlord is seeking possession on grounds 3, 4, 8, 10 to 13, 14A, 15 or 17, court proceedings cannot begin earlier than 2 weeks from the date this notice is served (unless one of 1, 2, 5 to 7, 9 or 16 grounds is also specified in which case they cannot begin earlier than two months from the date this notice is served).
- Where the landlord is seeking possession on ground 14 (with or without other grounds), 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 his 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.

Status: This is the original version (as it was originally made).

- Please write clearly in black ink.
- Please tick boxes where appropriate.
- This form should be used to propose a new rent under an assured periodic tenancy, including an assured shorthold periodic tenancy.
- This form may also be used to propose a new rent or licence fee for an assured periodic agricultural occupancy. In such cases reference to "landlord"/"tenant" can be read as references to "licensor"/"licensee" etc.
- Do not use this form if there is a current rent fixing mechanism in the tenancy.
- Do not use this form to propose a rent adjustment for a statutory periodic tenancy solely because of a proposed change of terms under section 6(2) of the Housing Act 1988. You should instead use the form headed *Notice proposing different terms for a Statutory Periodic Tenancy* which you can obtain from a rent assessment panel or a law stationer.

1. To:

Name(s) of tenant(s)

2. Address of premises to which the tenancy relates:

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

3. This is to give notice that as from your landlord proposes to charge a new rent.

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

(a) the minimum period after this notice was served,

(The minimum period is:

in the case of a yearly tenancy, six months;

in the case of a tenancy where the period is less than a month, one month;

—in any other case, a period equal to the period of the tenancy:)

(b) the first anniversary of the start of the first period of the tenancy except in the case of:

—a statutory periodic tenancy, which arises when a fixed term assured tenancy ends, or;

—an assured tenancy which arose on the death of a tenant under a regulated tenancy;

(c) if the rent under the tenancy has previously been increased by a notice under section 13 or a determination under section 14 of the Housing Act 1988, the first anniversary of the date on which the increased rent took effect.

4. (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)

Status: This is the original version (as it was originally made).

5. (a) The proposed new rent will be: £..... per
(e.g. week, month, year)
- (b) Will the new rent include council tax? Yes No
- (c) If yes, the amount that will be included for council tax will be: £..... per
(e.g. week, month, year)
- (d) Will the new rent include water charges? Yes No
- (e) If yes, the amount that will be included for water charges will be: £..... per
(e.g. week, month, year)

6. Name and address of landlord.

To be signed and dated by the landlord or his 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 joint landlords landlord's agent

Name(s) (Block Capitals)

Address

Telephone—Daytime Evening

What to do if this notice is served on you

- You should read this notice carefully. Your landlord is proposing a new rent.
- If you agree with the new rent proposed, do nothing. If you do not agree and you are unable to reach agreement with your landlord or do not want to discuss it directly with him, you may refer this notice to your local rent assessment committee prior to the date specified in section 3, using the form headed *Application referring a Notice proposing a new rent under an Assured Periodic Tenancy or Agricultural Occupancy to a Rent Assessment Committee*. You can obtain this form from a rent assessment panel or a law stationer.
- The rent assessment committee will consider your application and will decide what the rent for the premises will be. The committee may set a rent that is higher, lower or the same as the landlord has proposed in section 5.
- If you are required to include payments for council tax and water charges in your rent, the rent the committee determines will be inclusive of council tax and water charges.
- If you need help or advice please take this notice immediately to a citizens advice bureau, a housing advice centre, a law centre or a solicitor.

FORM No. 5Housing Act 1988 section 13(4)Application referring a Notice proposing a new rent under an Assured Periodic Tenancy or Agricultural Occupancy to a Rent Assessment Committee

Status: This is the original version (as it was originally made).

- 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 your local rent assessment panel—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. Name(s) of landlord(s)/agent*:

.....

.....

Address of landlord(s)/agent*:

.....

.....

.....

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?

- 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

(e) If yes, please give details:

.....

.....

(f) Do you share any accommodation with

- (i) the landlord? Yes No
 (ii) another tenant or tenants? Yes No

(g) If yes to either of the above, please give details:

.....

.....

4. When did the present tenancy begin?

.....

.....

5. (a) Did you pay a premium?

Yes No

- 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.

(b) If yes, please give details:

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

6. Services

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

Yes No

(b) If yes, please give details:

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

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

Yes No

(d) What charge is payable?

£..... per.....
(e.g. week, month, year)

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

Yes No

(f) If yes, please give details:

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

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

Yes No

(b) If yes, please give details. Continue on a separate sheet if necessary or attach a copy of the inventory:

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

8. Improvements

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

Yes No

(b) If yes, please give details. Continue on a separate sheet if necessary:

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

9. What repairs are the responsibility of:

(a) the landlord?

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

(b) the tenant?

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

Status: This is the original version (as it was originally made).

10. (a) Is there a written tenancy agreement? Yes No
- (b) 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. (a) 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 rent assessment committee.

Signed Date

.....

.....

To be signed and dated by the tenant or his agent. If there are joint tenants each tenant or the agent must sign unless one signs on behalf of the rest with their agreement.

Please specify whether: tenant joint tenants tenant's agent

- (b) Name and address of tenant(s) referring to the rent assessment committee.

Name(s) (Block Capitals)

.....

.....

Address

.....

.....

Telephone—Daytime

FORM No. 6 Housing Act 1988 section 22(1) as amended by section 100 of the Housing Act 1996 **Application to a Rent Assessment Committee for a determination of a rent under an Assured Shorthold Tenancy**

Status: This is the original version (as it was originally made).

- 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 local rent assessment committee, 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 rent assessment committee 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 your local rent assessment panel.

1. Address of premises:

.....

2. Name(s) of landlord(s)/agent*

.....

 Address of landlord(s)/agent*

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?

- 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

(e) If yes, please give details:

.....

(f) Do you share any accommodation with:

- (i) the landlord? Yes No
 (ii) another tenant or tenants? Yes No

(g) If yes to either of the above, please give details:

.....

4. (a) What is the current rent?

£..... per
 (e.g. week, month, year)

(b) Does the rent include council tax?

- Yes No

Status: This is the original version (as it was originally made).

- (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)

- 5. (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
.....

- 6. (a) 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.
- (b) Attach a copy of the notice, if available. It will be returned to you as soon as possible.

- 7. (a) Did you pay a premium?
Yes No

- 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.

- (b) If yes, please give details:
.....
.....
.....

8. Services.

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

- (b) If yes, please give details:
.....
.....
.....

- (c) Is a separate charge made for services, maintenance, repairs, landlord's costs of management or any other item?
Yes No

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

- (e) Does the charge vary according to the relevant costs?
Yes No

- (f) If yes, please give details:
.....
.....
.....

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

- Yes No

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

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

10. What repairs are the responsibility of:

(a) the landlord. Continue on a separate sheet if necessary:

.....
.....

(b) the tenant. Continue on a separate sheet if necessary:

.....
.....

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

.....
.....

(b) Is there a written tenancy agreement? Yes Not

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

12. (a) I/We* apply to the rent assessment committee to determine a rent for the above mentioned premises.

Signed Date

To be signed and dated by the tenant or his agent. If there are joint tenants each tenant or the agent must sign unless one signs on behalf of the rest with their agreement.

Please specify whether: tenant joint tenants tenant's agent

(b) Name and address of tenant(s) referring to the rent assessment committee.

Name's) (Block Capitals)

Address

Telephone—Daytime

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 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 rent assessment committee 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.

Status: This is the original version (as it was originally made).

FORM No. 7 Housing Act 1988 section 41(2) Notice by Rent Assessment Committee requiring further information

1. To:

landlord(s) tenant(s)
of:

.....
.....

Address of premises

2. An application has been made to the rent assessment committee for consideration of:

- the terms of a statutory periodic assured tenancy
- an increase in rent under an assured periodic tenancy
- the rent under an assured shorthold tenancy
- an increase in rent under an assured agricultural occupancy

of the above property. The committee needs more information from you to consider the application.

3. The information needed is:

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

4. Please send it to:

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

no later than

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

6. Signed on behalf of the rent assessment committee.

Signed..... Date.....

Name (Block Capitals)

Address

.....
.....

Telephone

FORM No. 8 Housing Act 1988 Schedule 2A, paragraph 7(2) as inserted by Schedule 7 to the Housing Act 1996 Tenant's notice proposing that an Assured Tenancy be replaced by an Assured Shorthold Tenancy

Status: This is the original version (as it was originally made).

- 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

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

4. (a) 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.

(b) Name and address of tenant.

Name(s) (Block Capitals)

.....

Address

.....

.....

Telephone Daytime Evening

Status: This is the original version (as it was originally made).

- Please write clearly in **black ink**.
- Please tick boxes where appropriate.
- If the agricultural worker condition in Schedule 2 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 rent assessment committee for the determination of a reasonable rent for the tenancy. An application to your local rent assessment committee must be made on the form headed *Application to a Rent Assessment Committee for a determination of a rent under an Assured Shorthold Tenancy* within six months of the beginning of the tenancy. You can obtain the form from a rent assessment panel 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 his 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 joint landlords agent

Name(s) (Block Capitals)

Address:
.....
.....

Telephone—Daytime Evening

EXPLANATORY NOTE

(This note is not part of the Regulations)

These Regulations revoke and replace the Assured Tenancies and Agricultural Occupancies (Forms) Regulations 1988 (“the 1988 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.

Forms 3 and 4 prescribed by the 1988 Regulations have been amalgamated as new Form 3 with minor drafting amendments and with other amendments consequential on the Housing Act 1996. Forms 6A, 6B and 7 prescribed by the 1988 Regulations (Forms 6A and 6B were inserted by the Assured Tenancies and Agricultural Occupancies (Forms) (Amendment) Regulations 1993) have not been reproduced. Other forms prescribed by the 1988 Regulations have been reproduced with minor drafting amendments and with other amendments consequential on the Housing Act 1996. New Forms 8 and 9, which relate to the replacement of assured tenancies and assured agricultural occupancies by assured shorthold tenancies, are prescribed in consequence of amendments made to the Housing Act 1988 by the Housing Act 1996.

Regulation 4 revokes the 1988 Regulations, the Assured Tenancies and Agricultural Occupancies (Forms) (Amendment) Regulations 1989, the Assured Tenancies and Agricultural Occupancies (Forms) (Amendment) Regulations 1990 and the Assured Tenancies and Agricultural Occupancies (Forms) (Amendment) Regulations 1993.