

SCHEDULE 2

CCR ORDER 6

PARTICULARS OF CLAIM

Recovery of land

Rule 3.—(1) In a claim for recovery of land the particulars of claim shall—

- (a) identify the land sought to be recovered;
- (b) state whether the land consists of or includes a dwelling-house;
- (c) give details about the agreement or tenancy, if any, under which the land is held, stating when it commenced and the amount of money payable by way of rent or licence fee;
- (d) in a case to which section 138 of the Act applies (forfeiture for non-payment of rent), state the daily rate at which the rent in arrear is to be calculated; and
- (e) state the ground on which possession is claimed, whether statutory or otherwise.

(2) In proceedings for forfeiture where the claimant knows of any person entitled to claim relief against forfeiture as underlessee (including a mortgagee) under section 146 (4) of the Law of Property Act 1925(1) or under section 138 (9C) of the County Courts Act 1984(2), the particulars of claim shall give the name and address of that person and the claimant shall file a copy of the particulars of claim for service on him.

(3) Where possession of land which consists of or includes a dwelling-house is claimed because of non-payment of rent, the particulars of claim shall be in the prescribed form and shall also—

- (a) state the amount due at the commencement of the proceedings;
- (b) give—
 - (i) (whether by means of a schedule or otherwise) particulars of all the payments which have been missed altogether; and
 - (ii) where a history of late or under-payments is relied upon, sufficient details to establish the claimant's case;
- (c) state any previous steps which the claimant has taken to recover arrears of rent and, in the case of court proceedings, state—
 - (i) the dates when proceedings were commenced and concluded; and
 - (ii) the dates and terms of any orders made;
- (d) give such relevant information as is known by the claimant about the defendant's circumstances and, in particular, whether (and, if so, what) payments on his behalf are made direct to the claimant by or under the Social Security Contributions and Benefits Act 1992(3); and
- (e) if the claimant intends as part of his case to rely on his own financial or other circumstances, give details of all relevant facts or matters.

(1) 1925 c. 20.

(2) 1984 c. 28; section 138 was amended by the Administration of Justice Act 1985 (c. 61), sections 55 and 67(2), schedule 8; and by the Courts and Legal Services Act 1990 (c. 41), section 125(2), schedule 17, paragraph 17.

(3) 1992 c. 4.

Mortgage claim

Rule 5.—(1) Where a claimant claims as mortgagee payment of moneys secured by a mortgage of real or leasehold property or possession of such property, the particulars of claim shall contain the information required under this rule and, as the case may be, by rule 5A.

(2) Where there is more than one loan secured by the mortgage, the information required under the following paragraphs of this rule and under rule 5A shall be provided in respect of each loan agreement.

(3) The particulars shall state the date of the mortgage and identify the land sought to be recovered.

(4) Where possession of the property is claimed, the particulars of claim shall state whether or not the property consists of or includes a dwelling-house within the meaning of section 21 of the Act.

(5) The particulars shall state whether or not the loan which is secured by the mortgage is a regulated consumer credit agreement and, if so, specify the date on which any notice required by section 76 or section 87 of the Consumer Credit Act 1974⁽⁴⁾ was given.

(6) The particulars shall show the state of account between the claimant and the defendant by including—

- (a) the amount of the advance and of any periodic repayment and any payment of interest required to be made;
- (b) the amount which would have to be paid (after taking into account any adjustment for early settlement) in order to redeem the mortgage at a stated date not more than 14 days after the commencement of proceedings specifying the amount of solicitor's costs and administrative charges which would be payable;
- (c) where the loan which is secured by the mortgage is a regulated consumer credit agreement, the total amount outstanding under the terms of the mortgage;
- (d) the rate of interest payable—
 - (i) at the commencement of the mortgage;
 - (ii) immediately before any arrears referred to in sub-paragraph (e) accrued; and
 - (iii) where it differs from that provided under (ii) above, at the commencement of the proceedings; and
- (e) the amount of any interest or instalments in arrear at the commencement of the proceedings.

(7) The particulars of claim shall state any previous steps which the claimant has taken to recover the moneys secured by the mortgage or the mortgaged property and, in the case of court proceedings, state—

- (a) the dates when proceedings were commenced and concluded, and
- (b) the dates and terms of any orders made.

(8) In this rule “mortgage” includes a legal or equitable mortgage and a legal or equitable charge, and references to the mortgaged property and mortgagee shall be construed accordingly.

Mortgage claim—dwelling-house

Rule 5A.—(1) This rule applies where a claimant claims as mortgagee possession of land which consists of or includes a dwelling-house and in such a case the particulars of claim shall be in the prescribed form.

(4) 1974 c. 39.

(2) Where the claimant's claim is brought because of failure to make the periodic payments due, the particulars of claim shall—

- (a) give details (whether by means of a schedule or otherwise) of all the payments which have been missed altogether;
- (b) where a history of late or under-payments is relied upon, provide sufficient details to establish the claimant's case;
- (c) give details of any other payments required to be made as a term of the mortgage (such as for insurance premiums, legal costs, default interest, penalties, administrative or other charges) together with any other sums claimed stating the nature and amount of each such charge, whether any payment is in arrear and whether or not it is included in the amount of any periodic payment;
- (d) give such relevant information as is known by the claimant about the defendant's circumstances and, in particular, whether (and, if so, what) payments on his behalf are made direct to the claimant by or under the Social Security Contributions and Benefits Act 1992⁽⁵⁾.

(3) In a claim to which this rule applies, the claimant shall state in his particulars of claim whether there is any person on whom notice of the claim is required to be served in accordance with section 8 (3) of the Matrimonial Homes Act 1983⁽⁶⁾ and, if so, he shall state the name and address of that person and shall file a copy of the particulars of claim for service on that person.

(4) In this rule "mortgage" has the same meaning as in rule 5 (8).

Hire-purchase

Rule 6.—(1) Where a claimant claims the delivery of goods let under a hire-purchase agreement to a person other than a body corporate, he shall in his particulars state in the order following—

- (a) the date of the agreement and the parties to it with the number of the agreement or sufficient particulars to enable the debtor to identify the agreement;
- (b) where the claimant was not one of the original parties to the agreement, the means by which the rights and duties of the creditor under the agreement passed to him;
- (c) whether the agreement is a regulated agreement and, if it is not a regulated agreement, the reason why;
- (d) the place where the agreement was signed by the debtor (if known);
- (e) the goods claimed;
- (f) the total price of the goods;
- (g) the paid-up sum;
- (h) the unpaid balance of the total price;
- (i) whether a default notice or a notice under section 76 (1) or section 98 (1) of the Consumer Credit Act 1974 has been served on the debtor, and if it has, the date on which and the manner in which it was so served;
- (j) the date when the right to demand delivery of the goods accrued;
- (k) the amount (if any) claimed as an alternative to the delivery of the goods; and
- (l) the amount (if any) claimed in addition to the delivery of the goods or any claim under sub-paragraph (k), stating the cause of action in respect of which each such claim is made.

⁽⁵⁾ 1992 c. 4.

⁽⁶⁾ 1983 c. 19.

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

(2) Where a claimant's claim arises out of a hire-purchase agreement but is not for the delivery of goods, he shall in his particulars state in the order following—

- (a) the date of the agreement and the parties to it with the number of the agreement or sufficient particulars to enable the debtor to identify the agreement;
- (b) where the claimant was not one of the original parties to the agreement, the means by which the rights and duties of the creditor under the agreement passed to him;
- (c) whether the agreement is a regulated agreement and, if it is not a regulated agreement, the reason why;
- (d) the place where the agreement was signed by the debtor (if known);
- (e) the goods let under the agreement;
- (f) the amount of the total price;
- (g) the paid-up sum;
- (h) the amount (if any) claimed as being due and unpaid in respect of any instalment or instalments of the total price; and
- (i) the nature and amount of any other claim and the circumstances in which it arises.

(3) Expressions used in this rule which are defined by the Consumer Credit Act 1974 have the same meanings in this rule as they have in that Act.