# 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)

## FORM 1

# Notice proposing different terms for a Statutory Periodic Tenancy

Housing Act 1988 section 6(2)

To: .....

1

- 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.

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 ten	ancy 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)

#### Status: Point in time view as at 01/10/2015.

Changes to legislation: There are currently no known outstanding effects for the The Assured Tenancies and Agricultural Occupancies (Forms) (England) Regulations 2015. (See end of Document for details)

(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) (h)	Will the new rent include council tax? If yes, the amount that will be included for council tax is:	Yes/No* £per (e g week, month, year)
(i) (j)	Will the new rent include water charges? If yes, the amount that will be included for water charges is:	Yes/No* £per (e g week, month, year)
5 Na	me and address of landlord or tenant proposing the changes	
	signed and dated by the landlord or the landlord's agent (some s agent.	one acting for him) or the tenant or the
If there	are joint landlords or joint tenants each landlord/tenant or the	agent must sign unless one signs on h

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/tenar	il/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. ٠

- ٠ 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 ٠ 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.
- ٠ 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 accommo	datio	n is rented?					
	Room(s)		Flat			Terraced House		
	Semi-Detached House		Fully Detach	ed House		Other (please specify)		
(b)	(b) If it is a flat or room(s) what floor(s) is it on?							
	Basement  Grou	nd	First	Second		Other (please specify)		
(c)	(c) Give the number and type of rooms, eg living room, bathroom etc							
(d)	Does the tenancy inclu	ide a	ny other facilit	ties, eg garde	n, g	garage or other separate building or land?		
	Yes 🗆 No							
lf y	es, please give details:							

(i) the landlord?	Yes	No			
(ii) another tenant or tenants?	□ Yes □	No			
If yes, to either of the above que	stions, pleas	se give details	5		
hen did the statutory periodic te	nancy begi	in?			
ervices					
(a) Are any services provided ur	der the tens	ancy (eq clear	aina liabtina k	eating hoty	ater or gardening etc. )?
Yes No	ider the terra	incy (eg cieal	inig, ngriding, i	reading, not w	ater or garderning etc.)r
If yes, please give details					
ii yes, picase give details					
(b) Is a separate charge made fe item? □ Yes □ No	or services, r		repairs, landle	ords' costs of	management or any oth
If yes, what charge is payable ?	£	per		(e.g. w	eek, month, year)
(c) Does the charge vary accord	ing to the rel	levant costs?	□ Yes	□ No	Not applicable
If yes, please give details					
any furniture provided under th	a tananau?				
				provide e co	av of the inventory
If yes, please give details. Conti	nue on a sep	barate sneet	r necessary or	provide a co	py of the inventory
epairs					
(a) What repairs are the respons	sibility of the	landlord <sup>2</sup> Co	ntinuo on a so	parata choot	ifpecesson
(a) what repairs are the respons	ability of the	Tandiord / Co	nunue on a se	parate sneet	innecessary.
(b) What repairs are the response					
(b) That repairs are the response	nomity of the			nate sheeth	necessary.
ther terms					

# 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

IWe\* 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.

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

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 and section 97 of the Anti-social Behaviour, Crime and Policing Act 2014

# [<sup>F1</sup>

## **Textual Amendments**

F1 Sch. No. Form 3: words "Form 6A 'Notice seeking possession of a property let on an Assured Shorthold Tenancy' is prescribed for these cases." substituted for "There is no form prescribed for these cases, but you must give notice in writing." (1.10.2015) by The Assured Shorthold Tenancy Notices and Prescribed Requirements (England) Regulations 2015 (S.I. 2015/1646), regs. 1(1), 4(4)(a) (with reg. 1(3)(4))

#### 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.
   Form 6A Notice seeking possession of a property let on an Assured Shorthold Tenancy' is prescribed for these cases.

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/lic	ensor/joint landlords/landlord's agent	
Address		
Telephone: Davtime	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]*
* de	alete as appropriate

\* delete as appropriate

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.

\*delete as appropriate

Date: .

#### Status: Point in time view as at 01/10/2015.

**Changes to legislation:** There are currently no known outstanding effects for the The Assured Tenancies and Agricultural Occupancies (Forms) (England) Regulations 2015. (See end of Document for details)

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

#### Status: Point in time view as at 01/10/2015.

Changes to legislation: There are currently no known outstanding effects for the The Assured Tenancies and Agricultural Occupancies (Forms) (England) Regulations 2015. (See end of Document for details)

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 guarterly 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]
	 [Address for correspondence]
	Contract to look and summer a
	[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.

\*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, is 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

Details of landlord(s) / agent Name:		
Address:		
Details of premises		
(a) What type of accommo	dation do you rent?	
Room(s)	Flat	Terraced House
Semi-Detached House	E Fully Detached House	Other (please specify)
(b) If it is a flat or room(s) v	what floor(s) is it on?	
Basement Groun	nd 🗆 First 🗆 Seco	ond Dother (please specify)
(c) Give the number and ty	/pe of rooms, eg living room,	bathroom etc
(d) Does the tenancy inclu □ Yes □ No	ude any other facilities, eg gar	rden, garage or other separate building or land?

(i) the landlord?	□ Yes □ No
(ii) another tenant or tenants?	□ Yes □ No
	estions, please give details
when did the present tenancy be	gin?
id you pay a premium?	
	which is additional to rent and is equivalent to more than two months rent. It the tenancy (pass it on to someone else) unless the tenancy agreement stat
🗆 Yes 🗆 No	
If yes, please give details:	
ervices (a) Are any services provided un	nder the tenancy (eg cleaning, lighting, heating, hot water or gardening etc.)?
2 2	
If yes, please give details	
If yes, please give details (b) Is a separate charge made for	or services, maintenance, repairs, landlords' costs of management or any oth
If yes, please give details (b) Is a separate charge made for item?	or services, maintenance, repairs, landlords' costs of management or any oth
If yes, please give details (b) Is a separate charge made for item? Yes No If yes, what charge is payable ? (c) Does the charge vary accord	or services, maintenance, repairs, landlords' costs of management or any oth □ Not applicable £ per
If yes, please give details (b) Is a separate charge made for item? Yes No If yes, what charge is payable ? (c) Does the charge vary accord	or services, maintenance, repairs, landlords' costs of management or any oth          Not applicable         £       per         (e.g. week, month, year)         ling to the relevant costs?       Yes         No       Not applicable
If yes, please give details (b) Is a separate charge made for item?	or services, maintenance, repairs, landlords' costs of management or any oth          Not applicable         £       per         (e.g. week, month, year)         ling to the relevant costs?       Yes         No       Not applicable
If yes, please give details (b) Is a separate charge made for item?	or services, maintenance, repairs, landlords' costs of management or any oth          Not applicable         £       per         (e.g. week, month, year)         ling to the relevant costs?       Yes         No       Not applicable         e tenancy?       Yes         No       No         nue on a separate sheet if necessary or provide a copy of the inventory.
If yes, please give details (b) Is a separate charge made for item? Yes No If yes, what charge is payable? (c) Does the charge vary accord If yes, please give details	or services, maintenance, repairs, landlords' costs of management or any oth Not applicable £ per
If yes, please give details (b) Is a separate charge made for item? Yes No If yes, what charge is payable? (c) Does the charge vary accord If yes, please give details	or services, maintenance, repairs, landlords' costs of management or any oth Not applicable  f
If yes, please give details (b) Is a separate charge made for item? Yes No If yes, what charge is payable? (c) Does the charge vary accord If yes, please give details	or services, maintenance, repairs, landlords' costs of management or any oth Not applicable  f
If yes, please give details (b) Is a separate charge made for item?	or services, maintenance, repairs, landlords' costs of management or any oth Not applicable  f
If yes, please give details (b) Is a separate charge made for item?	or services, maintenance, repairs, landlords' costs of management or any oth          Not applicable         £       per         (e.g. week, month, year)         ling to the relevant costs?       Yes         No       Not applicable         de tenancy?       Yes         No       nue on a separate sheet if necessary or provide a copy of the inventory.         (s) carried out improvements or replaced fixtures, fittings or furniture for which

#### 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 / tenar	nt's agent
Name(s) (Block Capitals)	
Address	

[<sup>F2</sup>

Textua	al Amendments
F2	Sch. Form No. 6A inserted (1.10.2015) by The Assured Shorthold Tenancy Notices and Prescribed
	Requirements (England) Regulations 2015 (S.I. 2015/1646), regs. 1(1), 4(4)(b) (with reg. 1(3)(4))

# Form No. 6A

Housing Act 1988 section 21(1) and (4) as amended by section 194 and paragraph 103 of Schedule 11 to the Local Government and Housing Act 1989 and section 98(2) and (3) of the Housing Act 1996

# FORM 6A

## Notice seeking possession of a property let on an Assured Shorthold Tenancy

Housing Act 1988 section 21(1) and (4) as amended by section 194 and paragraph 103 of Schedule 11 to the Local Government and Housing Act 1989 and section 98(2) and (3) 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 where a no fault possession of accommodation let under an assured shorthold tenancy (AST) is sought under section 21(1) or (4) of the Housing Act 1988.
- Do not use this form: (a) if the tenant has resided in the property for less than four months;
   (b) where the landlord is prevented from retaliatory eviction under section 33 of the Deregulation Act 2015;
   (c) where the landlord has not complied with their requirements under SI 2015/1646;
   (d) where the landlord has not protected the tenant's deposit under one of the Government's three approved Tenancy Deposit schemes; or (e) where a property requires a licence but is unlicensed.
- This form must be used for all ASTs created on or after 1 October 2015 except for periodic tenancies which have come into being after 1 October 2015 and which were fixed term ASTs created before 1 October 2015. This form may nevertheless be used for all ASTs.

1. To:

Name(s) of tenant(s) (Block Capitals)

2. You are required to leave the below address after [ ]<sup>1</sup>. If you do not leave, your landlord may apply to the court for an order under section 21(1) or (4) of the Housing Act 1988 requiring you to give up possession.

Address of premises

3. If you have a fixed term AST, this notice is only valid for six months from the date of issue. If you have a rolling or periodic tenancy, e.g. you rent the property on a week by week or month by month basis, this notice is only valid for four months from the date of issue.

<sup>&</sup>lt;sup>1</sup> Landlords should insert a calendar date here. The date should allow for the service period, and in effect be two months plus two days if the notice is served by post, e.g. where a notice is posted first class on 15 December 2015, the earliest a tenant may be required to give up possession of the property is after 17 February 2016. Where landlords are seeking an order for possession on a statutory periodic tenancy under section 21(4) of the Housing Act 1988, the notice period should also not be shorter than the period of the tenancy (up to a maximum of six months), e.g. where there is a quarterly periodic tenancy, the date should be three months from the date of service.

### 4. Name and address of landlord

To be signed and dated by the landlord or their agent (someone acting for them). 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 Dijoint landlords	s 🗌 landlord's agent 🗌
Name(s) of signatory/signatories (Block Capitals)	
Address(es) of signatory/signatories	
Telephone of signatory/signatories	

## What to do if this notice is served on you

- This notice is the first step requiring you to give up possession of the property referred to in section 2 above. You should read it very carefully.
- You are entitled to at least two months' notice before being required to give up
  possession of the property. However, if you have a rolling or periodic tenancy which is
  quarterly, you must be given at least three months' notice, or, if you have a rolling or
  periodic tenancy which is half yearly or annual, you must be given at least six months'
  notice (which is the maximum). The date you are required to leave by should be shown in
  section 2 above.
- Where your tenancy is terminated before the end of a period of your tenancy (e.g. where
  you pay rent in advance on the first of each month and you are required to give up
  possession in the middle of the month), you may be entitled to repayment of rent from the
  landlord under section 21C of the Housing Act 1988.
- 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. 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

louse	
ase specify)	
(please specify)	
ther separate building or	

(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? If yes, the amount that is included for council tax is:	Yes/No* (e g week, month, quarter, year)	
(	d)	Does the rent include water charges? If yes, the amount that is included for water charges is:	Yes/No* £per (e g week, month, quarter, year)	
5. Abou	t your ten	ancy		
(a	) When di	d the present tenancy begin?		
(b	) When de	bes 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? Ves 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.)?

If yes, please give details				
(b) Is a separate charge made for services, maintenance, r item?	repairs, land	lords' costs of	management or any oth	er
If yes, what charge is payable? £ per		(e.g. we	eek, 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 D	ate
Please specify whether: tenant/ joint tenants / tenant's	sagent
Name(s) (Block Capitals)	
Address	
Telephone: Daytime	vening

#### 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	Το:
Na	me(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.

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

Telephone: Daytime	Evening
Name(s) (Block Capitals)	

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	
171 1 7		
Address		
Telephone: Daytime	Evening	

# Status:

Point in time view as at 01/10/2015.

# Changes to legislation:

There are currently no known outstanding effects for the The Assured Tenancies and Agricultural Occupancies (Forms) (England) Regulations 2015.