

SCHEDULE<sup>F1F2F3F4</sup>

Regulation 3

FORMS PRESCRIBED FOR THE PURPOSES OF PART I OF THE HOUSING ACT 1988

**Textual Amendments**

- F1** Sch. Form 4 substituted (6.4.2016) by [The Assured Tenancies and Agricultural Occupancies \(Forms\) \(England\) \(Amendment\) Regulations 2016 \(S.I. 2016/443\)](#), regs. 1, 2(2), **Sch.**
- F2** Sch. Form 5 substituted (6.4.2016) by [The Assured Tenancies and Agricultural Occupancies \(Forms\) \(England\) \(Amendment\) Regulations 2016 \(S.I. 2016/443\)](#), regs. 1, 2(2), **Sch.**
- F3** Sch. Form 3 substituted (1.10.2021) by [The Coronavirus Act 2020 \(Residential Tenancies and Notices\) \(Amendment and Suspension\) \(England\) Regulations 2021 \(S.I. 2021/994\)](#), regs. 1(3), 5(b), **Sch. 2** (with reg. 6(2)(3))
- F4** Sch. Form 6A substituted (1.10.2021) by [The Coronavirus Act 2020 \(Residential Tenancies and Notices\) \(Amendment and Suspension\) \(England\) Regulations 2021 \(S.I. 2021/994\)](#), regs. 1(3), 5(b), **Sch. 2** (with reg. 6(2)(3))

FORM No. 1

Housing Act 1988 section 6(2)

**Status:** Point in time view as at 01/10/2021.

**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)

FORM 1

**Notice proposing different terms for a Statutory Periodic Tenancy**

Housing Act 1988 section 6(2)

- 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.

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\*

(c) If yes, the amount that is included for council tax is: £.....per.....  
(e.g. week, month, year)

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- |     |   |   |
|-----|---|---|
| (d) | Does the rent include water charges?  | Yes/No*                                   |
| (e) | If yes, the amount that is included for water charges is:                                       | £.....per.....<br>(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.....<br>(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.....<br>(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.....<br>(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 the landlord's agent (someone acting for him) 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.*

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 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)

Status: Point in time view as at 01/10/2021.

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)

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.
- 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 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 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?

- Basement    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

If yes, please give details: .....

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(e) Does the tenant 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. When did the statutory periodic tenancy begin?** .....

**5. Services**

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

Yes  No

If yes, please give details .....

(b) Is a separate charge made for services, maintenance, repairs, landlords' costs of management or any other item?  Yes  No  Not applicable

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

(c) Does the charge vary according to the relevant costs?  Yes  No  Not applicable

If yes, please give details .....

**6. 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. ....

**7. 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.

.....

**8. 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.

.....

**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.

**Status:** Point in time view as at 01/10/2021.

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**10. Statement**

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 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.

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

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

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

Address .....

Telephone: Daytime ..... Evening .....

**FORM No. 3**

Housing Act 1988 section 8, as amended by section 151 of the Housing Act 1996, section 97 of the Anti-Social Behaviour, Crime and Policing Act 2014, and section 41 of the Immigration Act 2016

**Status:** Point in time view as at 01/10/2021.

**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)

# NOTICE OF INTENTION TO BEGIN PROCEEDINGS FOR POSSESSION OF A PROPERTY IN ENGLAND LET ON AN ASSURED TENANCY OR AN ASSURED AGRICULTURAL OCCUPANCY

## FORM NO. 3

*Housing Act 1988 section 8 (as amended)*

### INFORMATION FOR THE TENANT

This notice tells you that your landlord intends to begin proceedings for possession of the property identified in section 2. You should read it carefully and seek advice about your circumstances as quickly as possible.

The earliest date on which possession proceedings can begin will depend on the ground(s) on which possession is sought and is given in section 5 of the notice.

If you are worried about this notice, and what you should do about it, take it immediately to Citizens Advice, a housing advice centre, a law centre or a solicitor.

If you are a debtor and you are in a 'breathing space', you should inform your debt advisor.

If you believe you are at risk of homelessness as a result of receiving this notice, you should contact your local authority for support.

Free independent advice is also available from Shelterline on 0808 800 4444 or via the Shelter website at: <https://www.shelter.org.uk/>.

Further information about this notice and the possession process can be found at: <https://www.gov.uk/government/publications/understanding-the-possession-action-process-guidance-for-landlords-and-tenants>

1. To: *(insert full name(s) of tenant(s) / licensee(s))*

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2. Your landlord / licensor intends to apply to the court for an order requiring you to give up possession of. *(insert address of property)*

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**Status:** Point in time view as at 01/10/2021.

**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)

**3. Your landlord / licensor intends to seek possession on ground(s):** *(insert relevant ground(s))*

.....  
..... in Schedule 2 to the Housing Act 1988 (as amended), which read(s):  
Give the full text (as set out in Schedule 2 of the Housing Act 1988 (as amended)) of each  
ground which is being relied on.

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*(Continue on a separate sheet if necessary.)*

**4. Give a full explanation of why each ground is being relied on:**

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(Continue on a separate sheet if necessary.)

5. The court proceedings will not begin earlier than: (insert a calendar date in accordance with the notice period required for the ground(s) being relied on as set out in section 8 Housing Act 1988 (as amended))

.....  
.....

6. If your landlord / licensor does not apply to the court within a given timeframe this notice will lapse. The latest date for court proceedings to begin is 12 months from the date of service of this notice, subject to any extension in accordance with the Debt Respite Scheme (Breathing Space Moratorium and Mental Health Crisis Moratorium) (England and Wales) Regulations 2020.

7. Name and address of landlord, licensor or landlord's agent:

(To be completed in full by the landlord, licensor, or, in the case of joint landlords / licensors, at least one of the joint landlords / licensors, or by someone authorised to give notice on the landlord's / licensor's behalf.)

Signed .....

Name .....

Address .....

.....

Telephone number .....

Signed .....

Name .....

Address .....

.....

Telephone number .....

Capacity (please tick):  landlord / licensor

joint landlord(s) / licensor(s)

landlord's / licensor's agent

Date .....

**Status:** Point in time view as at 01/10/2021.

**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)

## FORM No. 4

Housing Act 1988 section 13(2), as amended by the Regulatory Reform (Assured Periodic Tenancies) (Rent Increases) Order 2003

**Status:** Point in time view as at 01/10/2021.

**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)

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]\*  
\*delete as appropriate
- 3 The first rent increase date after 11th February 2003 is .....  
(see note 11 over the page)
- 4 The starting date for the new rent will be .....  
(see notes 14 to 18 over the page)
- 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.

Signed: ..... [Landlord(s)][Landlord's Agent]\* (see note 13 over the page)  
.....  
\*delete as appropriate  
Date: .....

**Status:** Point in time view as at 01/10/2021.

**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 tenants, 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 17) 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 17 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 16.
- 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 which are payable by the tenant in accordance with a term or condition which specifies that these charges will

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**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)

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 quarterly 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.

**Status:** Point in time view as at 01/10/2021.

**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)

## FORM No. 5

Housing Act 1988 section 13(2), as amended by the Regulatory Reform (Assured Periodic Tenancies) (Rent Increases) Order 2003

Status: Point in time view as at 01/10/2021.

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)

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]
[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:

Table with 3 columns: Charges, Amount included and separately identified (enter 'nil' if appropriate), In the existing rent, In the proposed new rent. Rows include Council tax, Water charges, and 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.

Signed: [Landlord(s)][Landlord's Agent]\* (see note 12 over the page)

\*delete as appropriate

Date: .....

**Status:** Point in time view as at 01/10/2021.

**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 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 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 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, 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.



**Status:** Point in time view as at 01/10/2021.

**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)

- 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 auto signature.

#### **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.

Status: Point in time view as at 01/10/2021.

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)

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

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

2. Details of landlord(s) / agent\*

Name: .....

Address: .....

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

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?

- Basement 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

If yes, please give details: .....

.....
.....

**Status:** Point in time view as at 01/10/2021.

**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)

(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. When did the present tenancy begin?** .....

**5. Did you pay a premium?**

(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.)

Yes  No

If yes, please give details: .....

**6. Services**

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

Yes  No

If yes, please give details .....

(b) Is a separate charge made for services, maintenance, repairs, landlords' costs of management or any other item?  Yes  No  Not applicable

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

(c) Does the charge vary according to the relevant costs?  Yes  No  Not applicable

If yes, please give details .....

**7. 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. ....

**8. Improvements**

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

If yes, please give details. Continue on a separate sheet if necessary. ....

**Status:** Point in time view as at 01/10/2021.

**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)

**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 / tenant's agent*

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

Address .....

.....  
.....

Telephone: Daytime ..... Evening .....

**Status:** Point in time view as at 01/10/2021.

**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)

## NOTICE REQUIRING POSSESSION OF A PROPERTY IN ENGLAND LET ON AN ASSURED SHORTHOLD TENANCY

### FORM NO. 6A

*Housing Act 1988 section 21(1) and (4) (as amended)*

#### INFORMATION FOR THE TENANT

This notice tells you that your landlord requires possession of your home. You should read it carefully and seek advice about your circumstances as quickly as possible.

You are entitled to at least two months' notice before being required to give up possession of your home. In some circumstances a longer notice period may be required.

If you do not leave your home by the date given in section 2, 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.

If you are worried about this notice, and what you should do about it, take it immediately to Citizens Advice, a housing advice centre, a law centre or a solicitor.

If you are a debtor and you are in a 'breathing space', you should inform your debt advisor.

If you believe you are at risk of homelessness as a result of receiving this notice, you should contact your local authority for support.

Free independent advice is also available from Shelterline on 0808 800 4444 or via the Shelter website at: <https://www.shelter.org.uk/>.

Further information about this notice and the possession process can be found at: <https://www.gov.uk/government/publications/understanding-the-possession-action-process-guidance-for-landlords-and-tenants>

1. To: *(insert full name(s) of tenant(s))*

.....  
.....

2. You are required to leave the below address after: *(insert calendar date)*

.....

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 of: *(insert address of the property)*

.....  
.....

**Status:** Point in time view as at 01/10/2021.

**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)

3. If your landlord does not apply to the court within a given timeframe this notice will lapse. If you are entitled to more than 2 months' notice your landlord can rely on this notice to apply to the court during the period of 4 months commencing from the date specified in section 2 above. In all other cases, your landlord can rely on this notice to apply to the court during the period of 6 months commencing from the date this notice is given to you.

4. Name and address of landlord or landlord's agent:  
*(To be completed in full by the landlord, or, in the case of joint landlords, at least one of the joint landlords, or by someone authorised to give notice on the landlord's behalf.)*

Signed .....  
Name .....  
Address .....  
.....  
Telephone number .....

Signed .....  
Name .....  
Address .....  
.....  
Telephone number .....

Capacity (please tick):       landlord  
    joint landlord(s)  
    landlord's agent

Date .....

**Status:** Point in time view as at 01/10/2021.

**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)

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**

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

**2. Detail(s) of landlord(s)**

Name:.....

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

**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?

- Basement    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

If yes, please give details:.....  
.....  
.....

Status: Point in time view as at 01/10/2021.

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)

(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? Yes/No\* If yes, the amount that is included for council tax is: (e.g. week, month, quarter, year)

(d) Does the rent include water charges? Yes/No\* If yes, the amount that is included for water charges is: £.....per..... (e.g. week, month, quarter, year)

5. About your tenancy

(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? .....

(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?  Yes  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.)?  Yes  No

If yes, please give details .....

(b) Is a separate charge made for services, maintenance, repairs, landlords' costs of management or any other item?  Yes  No  Not applicable

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

(c) Does the charge vary according to the relevant costs?  Yes  No  Not applicable

If yes, please give details .....



**Status:** Point in time view as at 01/10/2021.

**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)

**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**

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 ..... Date .....

Please specify whether: tenant / joint tenants / tenant's agent

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

Address .....

Telephone: Daytime ..... Evening .....

**Status:** Point in time view as at 01/10/2021.

**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)

**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

**Status:** Point in time view as at 01/10/2021.

**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)

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 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)

*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

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

*Address* .....

*Telephone: Daytime* ..... *Evening* .....

**Status:** Point in time view as at 01/10/2021.

**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)

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](http://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*

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

Address.....

Telephone: Daytime ..... Evening .....

**Status:**

Point in time view as at 01/10/2021.

**Changes to legislation:**

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