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STATUTORY INSTRUMENTS

2016 No. 443

LANDLORD AND TENANT, ENGLAND

**The Assured Tenancies and Agricultural Occupancies (Forms)
(England) (Amendment) Regulations 2016**

Made - - - - - *23rd March 2016*

Coming into force - - - - - *6th April 2016*

The Secretary of State, in exercise of the powers conferred by sections 8(3), 13(2) and 45(1) and (5) of the Housing Act 1988(a), makes the following Regulations:

Citation and commencement

1. These Regulations may be cited as the Assured Tenancies and Agricultural Occupancies (Forms) (England) (Amendment) Regulations 2016 and come into force on 6th April 2016.

Amendment of the Assured Tenancies and Agricultural Occupancies (Forms) (England) Regulations 2015

2.—(1) The Assured Tenancies and Agricultural Occupancies (Forms) (England) Regulations 2015(b) are amended as follows.

(2) For ‘Form 3’, ‘Form 4’ and ‘Form 5’ set out in the Schedule to those Regulations, substitute the equivalent form set out in the Schedule to these Regulations.

(3) For paragraph (1)(a) of regulation 3A (review) substitute—

“(a) carry out a review of regulations 3(c), (d), (e) and (fa), and the associated forms (Form Nos. 3, 4, 5 and 6A respectively),”.

(4) For paragraph 2(a) of regulation 3A substitute—

“(a) set out the objectives intended to be achieved by the regulatory system established by regulations 3(c), (d), (e) and (fa),”.

(5) For paragraph 3(3) of regulation 3A substitute—

“(3) The first report under this regulation must be published—

(a) in respect of regulation 3(c), (d) and (e), before the end of the period of five years beginning with 6th April 2016;

(b) in respect of regulation 3(fa), before the end of the period of five years beginning with 1st October 2015.”.

(a) 1988 c. 50. Section 8(3) was amended by the Housing Act 1996 (c.52), Schedule 1, paragraph 1 and section 97(2)(a) of the Anti-social Behaviour, Crime and Policing Act 2014 (c. 12). Section 13(2) was amended by S.I. 2003/259.

(b) S.I. 2015/620, amended by S.I. 2015/1646.

Signed by authority of the Secretary of State for Communities and Local Government

Brandon Lewis
Minister of State

23rd March 2016

Department for Communities and Local Government

SCHEDULE

Regulation 2

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

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 6, 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, 7, 7A, 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:
 - o 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);
 - o 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);
 - o 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 the landlord or licensor). If there are joint landlords each landlord or the agent must sign unless one signs on behalf of the rest with their agreement.

Signed Date

Please specify whether: landlord / licensor / joint landlords / landlord's agent

Name(s) (Block Capitals)

Address

Telephone: Daytime Evening

What to do if this notice is served on you

- This notice is the first step requiring you to give up possession of your home. You should read it very carefully.
- Your landlord cannot make you leave your home without an order for possession issued by a court. By issuing this notice your landlord is informing you that he intends to seek such an order. If you are willing to give up possession without a court order, you should tell the person who signed this notice as soon as possible and say when you are prepared to leave.
- Whichever grounds are set out in section 3 of this form, the court may allow any of the other grounds to be added at a later date. If this is done, you will be told about it so you can discuss the additional grounds at the court hearing as well as the grounds set out in section 3.
- If you need advice about this notice, and what you should do about it, take it immediately to a citizens' advice bureau, a housing advice centre, a law centre or a solicitor.

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]*
*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:

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

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 auto signature.

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.

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]
..... [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.

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

*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 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**.

- 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.

EXPLANATORY NOTE

(This note is not part of the Regulations)

These Regulations amend the Assured Tenancies and Agricultural Occupancies (Forms) (England) Regulations 2015 (SI 2015/620) (“the principal regulations”).

Regulation 2 substitutes new Forms 3, 4 and 5 for the equivalent forms prescribed in the principal regulations.

In Form 3 amendments have been made to the third paragraph of the “Notes on the grounds for possession” which are consequential on amendments made to section 8 of the Housing Act 1988 by the Anti-social Behaviour, Crime and Policing Act 2014. These consequential references were not included in the principal regulations by omission.

Form 3 has also been reproduced with amendments to the fourth paragraph of the introductory section consequential on the Assured Shorthold Tenancy Notices and Prescribed Requirements (England) Regulations 2015 (SI 2015/1646), which introduced a new prescribed form for a notice under section 21(1) or (4) of the Housing Act 1988.

Minor drafting changes have been made to Forms 4 and 5 to correct:

- an error in the formatting of the website address in guidance note 2 of each form; and
- cross-referencing errors in guidance notes 10 and 11, and 10 respectively.

Amendments have also been made to regulation 3A (Review) of the principal regulations which require the Secretary of State to review the operation and effect of the requirement to use the prescribed forms inserted by these Regulations (Forms Nos 3, 4 and 5) and publish a report within five years of 6th April 2016. Subsequent reviews must take place at least every five years after that. Following a review it will fall to the Secretary of State to consider whether the prescribed forms should remain as they are, or be revoked or amended. A further instrument would be needed to revoke a prescribed form or to amend it.

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