

*Changes to legislation: There are currently no known outstanding effects for the Housing Act 1974, SCHEDULE 8. (See end of Document for details)*

## SCHEDULES

### SCHEDULE 8

Section 118.

#### REDUCTION OF RATEABLE VALUE IN CASE OF CERTAIN IMPROVEMENTS

- 1 (1) Where the tenant, or any previous tenant, has made or contributed to the cost of an improvement on the premises comprised in the tenancy and the improvement is one to which this Schedule applies, then, if the tenant serves on the landlord a notice in the prescribed form requiring him to agree to a reduction under this Schedule, their rateable value as ascertained for the purposes of [F1 section 1 of the Leasehold Reform Act 1967]<sup>F1</sup> shall be reduced by such amount, if any, as may be agreed or determined in accordance with the following provisions of this Schedule.
- (2) This Schedule applies to any improvement made by the execution of works amounting to structural alteration, extension or addition.

#### Textual Amendments

- F1** Words in Sch. 8 para. 1(1) substituted (3.10.1980) by Housing Act 1980 (c. 51), ss. 141, 153(4), Sch. 21 para. 8(a); S.I. 1980/1406, art. 3, Sch.

- 2 (1) The amount of any such reduction may at any time be agreed in writing between the landlord and the tenant.
- (2) Where, at the expiration of a period of six weeks from the service of a notice under paragraph 1 of this Schedule any of the following matters has not been agreed in writing between the landlord and the tenant, that is to say,—
- (a) whether the improvement specified in the notice is an improvement to which this Schedule applies;
  - (b) what works were involved in it;
  - (c) whether the tenant or a previous tenant under the tenancy has made it or contributed to its cost; and
  - (d) what proportion his contribution, if any, bears to the whole cost;
- the county court may on the application of the tenant determine that matter, <sup>F2</sup>...
- (3) An application under the last foregoing sub-paragraph must be made within six weeks from the expiration of the period mentioned therein or such longer time as the court may allow.

#### Textual Amendments

- F2** Words in Sch. 8 para. 2(2) repealed (3.10.1980) by Housing Act 1980 (c. 51), ss. 141, 152(3), 153(4), Sch. 21 para. 8(b), Sch. 26; S.I. 1980/1406, art. 3, Sch.

- 3 (1) Where, after the service of a notice under paragraph 1 of this Schedule, it is agreed in writing between the landlord and tenant or determined by the county court—

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- (a) that the improvement specified in the notice is one to which this Schedule applies, and what works were involved in it, and
  - (b) that the tenant or a previous tenant under the tenancy has made it or contributed to its cost, and, in the latter case, what proportion his contribution bears to the whole cost, then if, at the expiration of a period of two weeks from the agreement or determination, it has not been agreed in writing between the landlord and the tenant whether any or what reduction is to be made under this Schedule, and the tenant, within four weeks from the expiration of that period, makes an application to the valuation officer for a certificate under the next following sub-paragraph, that question shall be determined in accordance with the certificate unless the landlord and the tenant otherwise agree in writing.
- (2) On any such application the valuation officer shall certify—
- (a) whether or not the improvement has affected the rateable value on the 1st April, 1973 (as ascertained for the purposes of [F3 section 1 of the Leasehold Reform Act 1967]<sup>F3</sup>), of the hereditament of which the premises consist or, as the case may be, in which they are wholly or partly comprised, and
  - (b) if it has, the amount by which the rateable value would have been less if the improvement had not been made.
- (3) An application for such a certificate shall be in the prescribed form and shall state the name and address of the landlord, and the Valuation Officer shall send a copy of the certificate to the landlord.
- (4) Where the amount of the reduction under this Schedule falls to be determined in accordance with such a certificate, it shall be equal to the amount specified in pursuance of head (b) of sub-paragraph (2) of this paragraph, but proportionately reduced in any case where a proportion only of the cost was contributed by the tenant or a previous tenant under the tenancy.
- (5) Where at the time of an application for a certificate under this paragraph a proposal for an alteration in the valuation list relating to the hereditament is pending and the alteration would have effect from a date earlier than the 2nd April, 1973, the Valuation Officer shall not issue the certificate until the proposal is settled.

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**Textual Amendments**

**F3** Words in [Sch. 8 para. 3\(2\)](#) substituted (3.10.1980) by [Housing Act 1980 \(c. 51\)](#), ss. 141, 153(4), [Sch. 21 para. 8\(c\)](#); S.I. 1980/1406, art. 3, [Sch.](#)

[<sup>F4</sup> Where a notice under paragraph 1 of this Schedule is served on or after 21st December 1979, the tenant shall bear the reasonable costs incurred by the landlord in investigating any matter specified in it.]

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**Textual Amendments**

**F4** [Sch. 8 para. 4](#) inserted (3.10.1980) by [Housing Act 1980 \(c. 51\)](#), ss. 141, 153(4), [Sch. 21 para. 8\(d\)](#); S.I. 1980/1406, art. 3, [Sch.](#)

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## FORM . . .

### *Leasehold Reform Act 1967*

#### Notice by Tenant to Landlord of Tenant's Improvements affecting Rateable Value

Date

To landlord of

1 [I] [A previous tenant of the above mentioned premises under the tenancy] [made] [contributed to the cost of] the improvement[s] to the above mentioned premises particulars of which are set out in the First Schedule hereto (Note 1).

2 I hereby require you to agree to a reduction in the rateable value of the premises for the purposes of the Leasehold Reform Act 1967.

3 I propose that the rateable value shall be reduced to £ (Note 2).

4 If you do not agree to this reduction (Note 3), do you agree that—

- (a) the improvement[s] [is] [are] [an] improvement[s] made by the execution of works amounting to the structural alteration or extension of the premises or a structural addition thereto;
- (b) the works set out in the Second Schedule hereto were involved in the making of the improvement[s];
- (c) [I] [A previous tenant under the tenancy] [made the improvement[s]] [contributed to the cost of the improvement[s]];
- (d) the proportion of the cost borne by me or a previous tenant is

Signature of tenant .

#### *First Schedule*

Description of Improvement(s)

#### *Second Schedule*

Description of Works

Strike out words in square brackets if inapplicable.

Note 1

The improvement must be one made by the execution of works amounting to the structural alteration or extension of the premises or a structural addition thereto, e.g. the erection of a garage in the grounds.

Note 2

If the amount of the reduction is agreed in writing between the landlord and the tenant, the amount of the reduced rateable value as so agreed will be substituted for the purposes of the <sup>M1</sup>Leasehold Reform Act 1967, for the rateable value on 1st April, 1973.

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#### **Marginal Citations**

**M1** 1967 c. 88.

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### Note 3

If the amount of the reduction is not agreed in writing between the landlord and the tenant, the Valuation Officer will have to decide whether the improvement has affected the rateable value of the premises, and if so, what that value would have been had the improvement not been made. The name and address of the Valuation Officer can be obtained from the local authority. Before, however, an application is made to the Valuation Officer, the landlord and the tenant must try to agree in writing on the items mentioned at (a) to (d) of this paragraph, or such of those items as are material. If at the end of a period of six weeks after the service of this notice any of these items have not been agreed, the tenant may, within a further six weeks or so much longer time as the court may allow, apply to the county court to settle the matter.

If it has either been agreed or determined by the county court that there has been an improvement of the kind described in Note 1 involving specified works, and that the improvement was carried out by the tenant or a previous tenant, or that the tenant or a previous tenant contributed to its cost, and in the latter case what proportion the contribution bears to the whole cost of the works, then, if within a period of two weeks after the agreement or determination of the county court the landlord and the tenant have still not agreed in writing whether any or what reduction is to be made, the tenant has a further four weeks in which to make an application in the statutory form to the Valuation Officer for a certificate as to whether or not the improvement has affected the rateable value, and if so, the amount by which that value would have been less if the improvement had not been made.

## FORM . . .

### *Leasehold Reform Act 1967*

Application by Tenant to Valuation Officer for Certificate as to Reduction for the purposes of the Leasehold Reform Act 1967, in the Rateable Value of premises on account of Tenant's Improvements

Date

To the Valuation Officer.

1 I am the tenant of , and my landlord is  
of

2 It has been [agreed in writing between me and my landlord] [determined by the county court] that the improvement[s] specified in the First Schedule hereto [is an improvement] [are improvements] to which [<sup>F5</sup>Schedule 8 to the Housing Act 1974]<sup>F5</sup> applies, and that I or a previous tenant under the tenancy made the improvement[s] or contributed to [its] [their] cost, and that the works specified in the Second Schedule hereto were involved in the improvement[s].

#### **Textual Amendments**

**F5** Words in [para. 2](#) of the second Form set out in Sch. 8 substituted (3.10.1980) by [Housing Act 1980](#) (c. 51), ss. 141, 153(4), [Sch. 21 para. 8\(e\)](#); S.I. 1980/1406, art. 3, [Sch.](#)

3 It has not been agreed between me and my landlord whether any or what reduction is to be made under said Schedule [<sup>F6</sup>8]<sup>F6</sup> in the rateable value of the premises for the purposes of the <sup>M2</sup>Leasehold Reform Act 1967, and I hereby make application to you for a certificate under paragraph 3(2) of the said Schedule [<sup>F6</sup>8]<sup>F6</sup>(Note 4).

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**Textual Amendments**

**F6** Words in [para. 3](#) of the second Form set out in Sch. 8 substituted (3.10.1980) by virtue of [Housing Act 1980 \(c. 51\)](#), ss. 141, 153(4), [Sch. 21 para. 8\(e\)](#); S.I. 1980/1406, art. 3, [Sch.](#)

**Marginal Citations**

**M2** [1967 c. 88](#).

Signature of Tenant

*First Schedule*

Description of Improvement(s)

*Second Schedule*

Description of Works

Strike out words in square brackets if inapplicable.

Note 4

If the Valuation Officer certifies that the rateable value would have been less but for the improvement by the amounts mentioned in the certificate, the rateable value will be reduced by those amounts for the purposes of the Leasehold Reform Act 1967 except in the case where a proportion only of the cost was contributed by the tenant, in which case the amounts of the reductions will be proportionately reduced accordingly.

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