



Rent Act 1977

1977 CHAPTER 42

PART III

RENTS UNDER REGULATED TENANCIES

Rent agreements with tenants having security of tenure

51 Protection of tenants with security of tenure

- (1) In this Part of this Act a "rent agreement with a tenant having security of tenure" means—
 - (a) an agreement increasing the rent payable under a protected tenancy which is a regulated tenancy, or
 - (b) the grant to the tenant under a regulated tenancy, or to any person who might succeed him as a statutory tenant, of another regulated tenancy of the dwelling-house at a rent exceeding the rent under the previous tenancy.
- (2) Where any rates in respect of the dwelling-house are borne by the landlord or a superior landlord, any increase of rent shall be disregarded for the purposes of the definition in subsection (1) above if the increase is no more than one corresponding to an increase in the rates borne by the landlord or a superior landlord in respect of the dwelling-house.
- (3) If—
 - (a) a rent agreement with a tenant having security of tenure takes effect on or after the commencement of this Act, and was made at a time when no rent was registered for the dwelling-house under Part IV of this Act, and
 - (b) it is not an agreement to which section 52 of this Act applies,the requirements of subsection (4) below shall be observed as respects the agreement
- (4) The requirements are that—
 - (a) the agreement is in writing signed by the landlord and the tenant, and
 - (b) the document containing the agreement contains a statement, in characters not less conspicuous than those used in any other part of the agreement—

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- (i) that the tenant's security of tenure under this Act will not be affected if he refuses to enter into the agreement, and
 - (ii) that entry into the agreement will not deprive the tenant or landlord of the right to apply at any time to the rent officer for the registration of a fair rent under Part IV of this Act,
- or words to that effect, and
- (c) the statement mentioned in paragraph (b) above is set out at the head of the document containing the agreement.

52 Protection: special provisions following conversion

- (1) This section applies where a protected or statutory tenancy of a dwelling-house has become a regulated tenancy by virtue of—
 - (a) Part VIII of this Act, section 43 of the Housing Act 1969 or Part III of the Housing Finance Act 1972 (conversion of controlled tenancies into regulated tenancies); or
 - (b) section 18(3) of this Act or paragraph 5 of Schedule 2 to the Rent Act 1968 (conversion on death of first successor),
 and in this section " the conversion " means the time when the tenancy became a regulated tenancy.
- (2) If a rent agreement with a tenant having security of tenure of the dwelling-house takes effect—
 - (a) on or after the commencement of this Act, and after the conversion, and
 - (b) at a time when no rent is registered for the dwelling-house under Part IV of this Act,
 the requirements of subsection (6) below shall be observed as respects the agreement.
- (3) This section shall not apply to any agreement where the tenant is neither the person who, at the time of the conversion, was the tenant, nor a person who might succeed the tenant at that time as a statutory tenant.
- (4) Where this section, or section 44 of the Housing Finance Act 1972 (which is superseded by this section), has applied to any agreement, this section shall not apply to any subsequent agreement relating to the dwelling-house which takes effect more than 3 years after the first such agreement took effect.
- (5) Where a rent is registered for the dwelling-house and the registration is subsequently cancelled, this section shall not apply to the agreement submitted to the rent officer in connection with the cancellation nor to any agreement which takes effect after the cancellation.
- (6) The requirements mentioned in subsection (2) above are that not later than 28 days before the date when the agreement takes effect—
 - (a) the landlord gives to the local authority, at the offices of the authority, a document in a prescribed form, signed by the landlord and the tenant, and containing the prescribed particulars as respects the agreement and the dwelling-house to which it relates, and a statement in characters not less conspicuous than those used in any other part of the document—
 - (i) that the tenant's security of tenure under this Act will not be affected if he refuses to enter into the agreement, and

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- (ii) that entry into the agreement will not deprive the tenant or landlord of the right to apply at any time to the rent officer for the registration of a fair rent under this Act,
or words to that effect; and
 - (b) the landlord has served a copy of the document on the tenant.
- (7) Not later than the expiry of 21 days beginning with the date on which the document is given to the local authority in accordance with this section, the authority shall serve on the landlord, and on the tenant, a notice—
 - (a) acknowledging receipt of the document, and
 - (b) stating that the rent of the dwelling-house is not to be increased for any period beginning before the expiry of a period of 28 days beginning with the date on which the document was given to the local authority.
- (8) Any document given to the local authority in accordance with this section shall be open to public inspection without charge from 7 days after receipt.
- (9) The local authority may withdraw the right of inspection at the expiry of a period of 3 years beginning with the date when the agreement (or if this section taken together with section 44 of the Housing Finance Act 1972, which is superseded by this section, has applied to more than one agreement relating to the dwelling-house, the first of them) took effect.
- (10) No stamp duty shall be chargeable on any document executed in accordance with this section.
- (11) In this section " local authority " means—
 - (a) a council of a district or of a London borough,
 - (b) the Common Council of the City of London, or
 - (c) the Council of the Isles of Stilly.

53 Protection where grant-aided improvement is carried out

- (1) This section applies where a grant under Part I of the Housing Act 1969 or Part VII of the Housing Act 1974 has been approved in respect of works to be carried out in a dwelling-house subject to a regulated tenancy.
- (2) If a rent agreement with a tenant having security of tenure of the dwelling-house takes effect—
 - (a) on or after the commencement of this Act, and in the period beginning with the time when the tenant's consent to the works was sought by the landlord and ending one year after the completion of the works, and
 - (b) at a time when no rent is registered for the dwelling-house under Part IV of this Act,and the increase of rent effected by the agreement is wholly or partly to take account of the carrying out of the works, the requirements of subsection (4) below shall be observed as respects the agreement.
- (3) The provisions of this section are without prejudice to the requirements imposed by section 51 of this Act.
- (4) The requirements mentioned in subsection (2) above are that the statement in the document containing the agreement—

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- (a) says that a grant has been approved, and
- (b) explains that, if a rent were to be registered following improvements for which a grant was payable, the rent increase up to the registered rent would be phased as follows:—
 - (i) if the increase exceeded £1.50 per week, the rent would be increased by 3 annual increments each of one-third of the total increase;
 - (ii) if the rent increase did not exceed £1.50 per week, the rent would be increased by annual increments of up to £0.50 per week up to the registered rent.

54 Failure to comply with provisions for protection of tenants

- (1) If, in the case of a variation of the terms of a regulated tenancy, there is a failure to observe any of the requirements of section 51, 52(6) or 53 of this Act, any excess of the rent payable under the terms as varied over the terms without the variation shall be irrecoverable from the tenant.
- (2) If, in the case of the grant of a tenancy, there is a failure to observe any of those requirements, any excess of the rent payable under the tenancy so granted (for any contractual or any statutory period of the tenancy) over the previous limit shall be irrecoverable from the tenant.
- (3) In subsection (2) above the " previous limit" shall be taken to be the amount which (taking account of any previous operation of this section or of section 46 of the Housing Finance Act 1972, which is superseded by this section) was recoverable by way of rent for the last rental period of the previous tenancy of the dwelling-house, or which would have been so recoverable if all notices of increase authorised by this Act, the Rent Act 1968 and section 37(3) of the Act of 1972 had been served.
- (4) A default which consists only in delay in complying with the requirements of paragraph (a) of section 52(6) of this Act shall only affect rent for any rental period beginning before the expiry of a period of 28 days beginning with the date when those requirements are complied with.
- (5) A default in complying with paragraph (b) of section 52(6) of this Act shall not apply to rent for any rental period beginning after the default is made good.