
STATUTORY INSTRUMENTS

1997 No. 3008

**LANDLORD AND TENANT,
ENGLAND AND WALES**

**The Long Residential Tenancies
(Principal Forms) Regulations 1997**

Made - - - - 16th December 1997

Coming into force - - 15th January 1998

The Secretary of State for the Environment, as respects England, and the Secretary of State for Wales, as respects Wales, in exercise of the powers conferred on them by paragraphs 4(1), 6(1), 10 and 12(1) of Schedule 10 to the Local Government and Housing Act 1989⁽¹⁾ and of all other powers enabling them in that behalf, hereby make the following Regulations—

Citation and commencement

1. These Regulations may be cited as the Long Residential Tenancies (Principal Forms) Regulations and shall come into force on 15th January 1998.

Interpretation

2. In these Regulations, any reference to a numbered form is a reference to the form bearing that number in the Schedule, or to a form substantially to the same effect.

Forms

3. The forms prescribed for the purposes specified below shall be as follows—
- (a) for a notice under paragraph 4(1) of Schedule 10 to the Local Government and Housing Act 1989 terminating a long residential tenancy and proposing an assured monthly periodic tenancy, form 1;
 - (b) for a notice under paragraph 4(1) of that Schedule terminating a long residential tenancy and proposing to apply to court for possession, form 2;
 - (c) for a notice under paragraph 6(1) of that Schedule proposing an interim monthly rent, form 3;

(1) 1989 c. 42; see the definition of “prescribed” in section 45(1) of the Housing Act 1988 (c. 50), which has effect by virtue of paragraph 2(2) of Schedule 10 to the 1989 Act.

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- (d) for a notice under paragraph 10(1) of that Schedule proposing different rent or terms for an assured periodic tenancy, form 4;
- (e) for a notice under paragraph 10(2) of that Schedule referring to a rent assessment committee a notice proposing different rent or terms for an assured periodic tenancy, form 5; and
- (f) for a notice under section 41(2) of the Housing Act 1988, as applied by paragraph 12(1) of that Schedule, requiring a landlord or tenant to give information to a rent assessment committee, form 6.

Signed by authority of the Secretary of State

Hilary Armstrong
Minister of State,
Department of the Environment Transport and
the Regions

12th December 1997

Signed by authority of the Secretary of State for Wales

Win Griffiths
Parliamentary Under Secretary of State, Welsh
Office

16th December 1997

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SCHEDULE

Regulation 3

Prescribed Forms

Form 1(long residential tenancies)Landlord’s Notice Terminating Long Residential Tenancy and Proposing Assured Tenancy

Paragraph 4(1) of Schedule 10 to the Local Government and Housing Act 1989

The landlord must cross out any text in square brackets which does not apply.

- This notice will end your existing long residential tenancy and contains a proposal to replace it with an assured periodic tenancy.
- Please read this notice carefully. **There are time limits which you must keep to.** If you need help or advice about this notice, you should take it immediately to any of the following:
 - a Citizens’ Advice Bureau
 - a housing aid centre
 - a law centre
 - a solicitor.
- Please read the notes at the end of the form.

1. To:

Insert name[s] of tenant[s].

2. From:

of:.....

.....

.....

Insert name[s] and address of landlord[s].

(see note 1)

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3. [I][We] give you notice ending your long residential tenancy of:

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

Insert address of property to which the notice relates.

on:

Insert the date at which the tenancy is to come to an end.

(see notes 2 to 4)

4. I believe that you are entitled to the protection of Schedule 10 to the Local Government and Housing Act 1989 in respect of

[the whole of the property]

[the following part of the property, namely:.....

If you consider only part of the property is protected, describe that part.]

(see note 5)

5. You are requested **WITHIN 2 MONTHS**, beginning on the date on which this notice was served, to notify [me] [us] in writing whether or not you wish to remain in possession.

(see notes 6 and 7)

Consequences of this notice if tenant claims the freehold or an extended lease or a new lease

6. If you are the tenant of a house, you may have the right to acquire the freehold or an extended lease of that house under Part I of the Leasehold Reform Act 1967. If you are the tenant of a flat, you may have the right to acquire a new lease of your flat under Part I of the Leasehold Reform, Housing and Urban Development Act 1993 and you may also have the right, collectively with the other tenants of flats in the same building, to acquire the freehold of that building under Part I of that Act.

(see note 8)

7. If you want to acquire the freehold under the 1967 Act or a lease under that Act or the 1993 Act, you must serve the appropriate notice for that **WITHIN 2 MONTHS** of the service of this notice. If you and other tenants of flats in the same building want to acquire the freehold of that building under the 1993 Act, you and other tenants must serve the notice for that **WITHIN 4 MONTHS** of the service of this notice. If you serve one of those notices, then this notice will not operate.

(see note 9)

8. If you serve one of those notices, then [I][we] [will][will not] be entitled to apply to the county court for possession of the property under:

[section 17 of the 1967 Act] [section 18 of the 1967 Act]

[section 23 of the 1993] [section 47 of the 1993 Act]

[and [propose] [do not propose] to do so].

(see note 10)

9. The following are the names and addresses of other persons known or believed by [me] [us] to have an interest superior to your tenancy or to be the agent concerned with the property on behalf of a person having such an interest:

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

Insert the name[s] and address[es] of any such person[s].

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Consequences of this notice if tenant does not claim the freehold or an extended lease or a new lease

10. I propose that you should have an assured monthly periodic tenancy of the property specified in paragraph 4 at a rent of:

£..... a month.

Insert the proposed monthly rent.

(see note 11)

and the other proposed terms of the tenancy are:

Insert the proposed terms or attach a copy of the proposed tenancy agreement. Continue on a separate sheet if necessary.

(see note 12)

11. If you want the terms of the new assured tenancy to be different from those proposed by the landlord in this notice, then you must serve a notice in **FORM 4** on [me] [us] **WITHIN 2 MONTHS** of the date this notice was served.

(see notes 13 and 14)

12. This notice is given under the provisions of paragraph 4(1) of Schedule 10 to the Local Government and Housing Act 1989.

(see note 15)

Signed Date.....

To be signed and dated by the landlord or the landlord's agent. If there are joint landlords, each landlord or the agent for that landlord must sign (but one can sign on behalf of another with his consent).

[The name and address of the agent is:

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

Insert name and address of agent, if signed by an agent.]

NOTES

Note 1: The landlord referred to in this notice is not necessarily the landlord to whom you pay the rent. It is the person who is your landlord for the purposes of Schedule 10 to the Local Government and Housing Act 1989. That, broadly, will be your immediate landlord if he has a lease which is at least five years longer than your tenancy or, if not, the first superior landlord who has such a lease. If there is no landlord with such a lease, it will be the freeholder.

Note 2: Schedule 10 to the Local Government and Housing Act 1989 provides that a tenant of residential property under a long residential tenancy has a right, at the end of the original term of the tenancy, to continue as tenant on the same terms as before unless the tenant or the landlord ends the tenancy in accordance with the provisions of the Act. For this to apply, the tenancy must be a long tenancy at a low rent and the tenant must be occupying the property (as his only or principal home) on the relevant date. The relevant date is normally the day before the original term of the tenancy ends and a long residential tenancy is normally a tenancy granted for more than 21 years at a low rent. A tenancy is at a low rent:

- (a) if no rent is payable; or
- (b) where the tenancy was entered into before 1st April 1990, if the maximum rent payable at any time is less than two thirds of the rateable value of the property on 31st March 1990; or

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- (c) where the tenancy was entered into on or after 1st April 1990, if the maximum rent payable at any time is payable at a rate of:
 - (i) £1,000 or less a year if the property is in Greater London, or
 - (ii) £250 or less a year if the property is elsewhere.

The low rent test in (b) above applies (rather than the test in (c)) if the tenancy was entered into on or after 1st April 1990 in pursuance of a contract made before that date and the property had a rateable value on 31st March 1990.

Note 3: Schedule 10 does not apply if the property is excluded because of its high value; it does not apply:

- (a) if the long residential tenancy was granted before 1st April 1990 and the rateable value of the property on 31st March 1990 was:
 - (i) more than £1,500 if the property is in Greater London, or
 - (ii) more than £750 if the property is elsewhere; or
- (b) if the long residential tenancy was granted on or after 1st April 1990 and "R" under the formula in paragraph 1(2A) of Schedule 10 (which is based on the amount paid for the grant of the tenancy and the length of the tenancy) is more than £25,000.

The test in (a) above applies (rather than the test in (b)) if the tenancy was entered into on or after 1st April 1990 in pursuance of a contract made before that date and the property had a rateable value on 31st March 1990.

Note 4: The landlord can end the tenancy by notice which, as a general rule, must be served not more than 12 and not less than 6 months before the date of termination specified in the notice. This date must not normally be before the date on which the long residential tenancy expires. The landlord can serve a notice on you in form 3 proposing that you pay an interim monthly rent from a specified date which cannot be before the date specified in paragraph 3 of this notice. That notice may be served at the same time as this notice or later.

Note 5: Your right to remain in occupation is limited to parts of the property which you occupy at the end of the tenancy.

Note 6: If you wish to give up possession of the property, you should let the landlord know (in writing) **WITHIN 2 MONTHS** of the date this notice was served. Failing to notify the landlord may lead to an unnecessary application to the county court and consequent expense, which you may have to bear.

Note 7: If you do **not** wish to give up possession of the property, you should let the landlord know (in writing) **WITHIN 2 MONTHS** of the date this notice was served. If you fail to notify the landlord and are not in occupation of the property 2 months after this notice was served, you may lose the protection of the 1989 Act. However, if you fail to notify the landlord, but are in occupation (as your only or principal home) 2 months after this notice was served, you will not lose that protection.

Note 8: Your rights under the 1989 Act are in addition to any right you may have under the Leasehold Reform Act 1967 or the Leasehold Reform, Housing and Urban Development Act 1993.

Note 9: A landlord may, but does not have to, consent in writing to the deadline being extended.

Note 10: Sections 17 and 18 of the Leasehold Reform Act 1967 and sections 23 and 47 of the Leasehold Reform, Housing and Urban Development Act 1993 relate to cases where the landlord can apply to court for repossession if certain conditions are fulfilled (involving redeveloping the property or, under the 1967 Act, the landlord or a member of his family wanting to live in the property).

Note 11: The proposed rent must be at a level which is sufficient for the proposed tenancy to qualify as an assured tenancy and so must not be at a low rent. In this case, the tenancy would be at a low rent if no rent is payable or if the maximum rent payable at any time is payable at a rate of:

- (a) £1,000 or less a year if the property is in Greater London, or
- (b) £250 or less a year if the property is elsewhere.

Note 12: The landlord may specify terms which are the same as those of the long tenancy or different terms.

Note 13: If you do not agree with the rent or other terms proposed, you should serve a notice in **FORM 4** on the landlord proposing a different rent or terms. That notice must be served **WITHIN 2 MONTHS** of the service of this notice. The landlord may refer the matter to a rent assessment

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committee which will decide on any dispute about the rent or the other terms. If the dispute is referred to a rent assessment committee, this notice does not end your long residential tenancy until the last day of the period of three months starting with the date when the matter is finally disposed of. The assured tenancy will start on the day after.

Note 14: If you do not serve the notice referred to in note 13, the rent and terms proposed in this notice will be the rent and terms for the assured periodic tenancy (unless the landlord agrees a different rent or other terms with you). In that case, your long residential tenancy will end on the date specified in paragraph 3 of this notice and the assured tenancy will start on the day after.

Note 15: You may decide that you want your long residential tenancy to end at or after the date it would have ended under the terms of the tenancy. If so, you will need to give your immediate landlord not less than one month's notice in writing. Your immediate landlord will be the person to whom you pay your rent and may not be the landlord who has served this notice. It does not make any difference that this notice proposes an assured monthly periodic tenancy or that you have notified the landlord that you wished to remain in possession.

Form 2(long residential tenancies)Landlord’s Notice Terminating Long Residential Tenancy and Seeking Possession

Paragraph 4(1) of Schedule 10 to the Local Government and Housing Act 1989

*The landlord **must** cross out any text in square brackets which does not apply.*

- This notice will end your existing long residential tenancy and states that, if you are not willing to give up possession, the landlord proposes to apply to court for possession.
- Please read this notice carefully. **There are time limits which you must keep to.** If you need help or advice about this notice, you should take it immediately to any of the following:
 - a Citizens’ Advice Bureau
 - a housing aid centre
 - a law centre
 - a solicitor.
- You may be able to get legal aid but this will depend on your personal circumstances.
- Please read the notes at the end of the form.

1. To:

Insert name[s] of tenant[s].

2. From:

of:

.....

.....

Insert name[s] and address of landlord[s].

(see note 1)

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3. [I][We] give you notice ending your long residential tenancy of:

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

Insert address of property to which the notice relates.

on:

Insert the date at which the tenancy is to come to an end.

(see notes 2 to 4)

4. I believe that you are entitled to the protection of Schedule 10 to the Local Government and Housing Act 1989 in respect of

[the whole of the property]

[the following part of the property, namely:.....]

If you consider only part of the property is protected, describe that part.]

(see note 5)

5. You are requested **WITHIN 2 MONTHS**, beginning on the date on which this notice was served, to notify [me] [us] in writing whether or not you wish to remain in possession.

(see notes 6 and 7)

Consequences of this notice if tenant claims the freehold or an extended lease or a new lease

6. If you are the tenant of a house, you may have the right to acquire the freehold or an extended lease of that house under Part I of the Leasehold Reform Act 1967. If you are the tenant of a flat, you may have the right to acquire a new lease of your flat under Part I of the Leasehold Reform, Housing and Urban Development Act 1993 and you may also have the right, collectively with the other tenants of flats in the same building, to acquire the freehold of that building under Part I of that Act.

(see note 8)

7. If you want to acquire the freehold under the 1967 Act or a lease under that Act or the 1993 Act, you must serve the appropriate notice for that **WITHIN 2 MONTHS** of the service of this notice. If you and other tenants of flats in the same building want to acquire the freehold of that building under the 1993 Act, you and other tenants must serve the notice for that **WITHIN 4 MONTHS** of the service of this notice. If you serve one of those notices, then this notice will not operate.

(see note 9)

8. If you serve one of those notices, then [I][we] [will][will not] be entitled to apply to the county court for possession of the property under:

[section 17 of the 1967 Act] [section 18 of the 1967 Act]

[section 23 of the 1993 Act] [section 47 of the 1993 Act]

[and [propose] [do not propose] to do so].

(see note 10)

9. The following are the names and addresses of other persons known or believed by [me] [us] to have an interest superior to your tenancy or to be the agent concerned with the property on behalf of a person having such an interest:

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

Insert the names and addresses of any such persons.

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Consequences of this notice if tenant does not claim the freehold or an extended lease or a new lease

10. If you are not willing to give up possession of the property let under your long residential tenancy at the date of termination, I propose to apply to the county court for possession of the property on the following ground[s]–

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

Insert each ground on which you propose to apply to the court for possession and give the full text of each ground. Continue on a separate sheet if necessary.

(see notes 11 to 15)

11. This notice is give under the provisions of paragraph 4(1) of Schedule 10 to the Local Government and Housing Act 1989.

(see note 16)

Signed Date

To be signed and dated by the landlord or the landlord's agent. If there are joint landlords, each landlord or the agent for that landlord must sign (but one can sign on behalf of another with his consent).

[The name and address of the agent is:

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

Insert name and address of agent, if signed by an agent.]

NOTES

Note 1: The landlord referred to in this notice is not necessarily the landlord to whom you pay the rent. It is the person who is your landlord for the purposes of Schedule 10 to the Local Government and Housing Act 1989. That, broadly, will be your immediate landlord if he has a lease which is at least five years longer than your tenancy or, if not, the first superior landlord who has such a lease. If there is no landlord with such a lease, it will be the freeholder.

Note 2: Schedule 10 to the Local Government and Housing Act 1989 provides that a tenant of residential property under a long residential tenancy has a right, at the end of the original term of the tenancy, to continue as tenant on the same terms as before unless the tenant or the landlord ends the tenancy in accordance with the provisions of the Act. For this to apply, the tenancy must be a long tenancy at a low rent and the tenant must be occupying the property (as his only or principal home) on the relevant date. The relevant date is normally the day before the original term of the tenancy ends and a long residential tenancy is normally a tenancy granted for more than 21 years at a low rent. A tenancy is at a low rent:

- (a) if no rent is payable; or
- (b) where the tenancy was entered into before 1st April 1990, if the maximum rent payable at any time is less than two thirds of the rateable value of the property on 31st March 1990; or
- (c) where the tenancy was entered into on or after 1st April 1990, if the maximum rent payable at any time is payable at a rate of:
 - (i) £1,000 or less a year if the property is in Greater London, or
 - (ii) £250 or less a year if the property is elsewhere.

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The low rent test in (b) above applies (rather than the test in (c)) if the tenancy was entered into on or after 1st April 1990 in pursuance of a contract made before that date and the property had a rateable value on 31st March 1990.

Note 3: Schedule 10 does not apply if the property is excluded because of its high value; it does not apply:

- (a) if the long residential tenancy was granted before 1st April 1990 and the rateable value of the property on 31st March 1990 was:
 - (i) more than £1,500 if the property is in Greater London, or
 - (ii) more than £750 if the property is elsewhere; or
- (b) if the long residential tenancy was granted on or after 1st April 1990 and "R" under the formula in paragraph 1(2A) of Schedule 10 (which is based on the amount paid for the grant of the tenancy and the length of the tenancy) is more than £25,000.

The test in (a) above applies (rather than the test in (b)) if the tenancy was entered into on or after 1st April 1990 in pursuance of a contract made before that date and the property had a rateable value on 31st March 1990.

Note 4: The landlord can end the tenancy by notice which, as a general rule, must be served not more than 12 and not less than 6 months before the date of termination specified in the notice. This date must not normally be before the date on which the long residential tenancy expires.

Note 5: Your right to remain in occupation is limited to parts of the property which you occupy at the end of the tenancy.

Note 6: If you wish to give up possession of the property, you should let the landlord know (in writing) **WITHIN 2 MONTHS** of the date this notice was served. Failing to notify the landlord may lead to an unnecessary application to the county court and consequent expense, which you may have to bear.

Note 7: If you do **not** wish to give up possession of the property, you should let the landlord know (in writing) **WITHIN 2 MONTHS** of the date this notice was served. If you fail to notify the landlord and are not in occupation of the property 2 months after this notice was served, you may lose the protection of the 1989 Act. However, if you fail to notify the landlord, but are in occupation (as your only or principal home) 2 months after this notice was served, you will not lose that protection.

Note 8: Your rights under the 1989 Act are in addition to any right you may have under the Leasehold Reform Act 1967 or the Leasehold Reform, Housing and Urban Development Act 1993.

Note 9: A landlord may, but does not have to, consent in writing to the deadline being extended.

Note 10: Sections 17 and 18 of the Leasehold Reform Act 1967 and sections 23 and 47 of the Leasehold Reform, Housing and Urban Development Act 1993 relate to cases where the landlord can apply to court for repossession if certain conditions are fulfilled (involving redeveloping the property or, under the 1967 Act, the landlord or a member of his family wanting to live in the property).

Note 11: The date of termination (referred to in paragraph 10 of this notice) is the date specified in paragraph 3 of this notice. Where the landlord applies to the county court for an order for possession of the property, the date of termination is the last day of the period of three months starting with the date when the application is finally disposed of.

Note 12: The landlord must state the ground or grounds on which he proposes to apply to court for possession. Only grounds specified in Schedule 10 to the Local Government and Housing Act 1989 may be included. Schedule 10 sets out some of the grounds in full and provides for some of the grounds set out in Schedule 2 to the Housing Act 1988 to apply (with some modifications). An outline of the grounds follows (but **not** the full text):

Schedule 2 to the Housing Act 1988

Ground 6: landlord intends to demolish or reconstruct a substantial part of the property or needs possession to carry out substantial works to the property; and the long residential tenancy was not formerly a tenancy under Part I of the Landlord and Tenant Act 1954.

Ground 9: suitable alternative accommodation available for tenant

Ground 10: some rent in arrears on date possession proceedings begun and on date this notice was served

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Ground 11: tenant persistently delayed paying rent

Ground 12: obligation under tenancy, other than one related to the payment of rent, not complied with

Ground 13: condition of the property or common parts has deteriorated because of neglect or default by tenant or other person living at the property

Ground 14: nuisance or annoyance by tenant or other person living in or visiting the property or conviction for using the property for immoral or illegal purposes or an arrestable offence committed in, or in the locality of, the property

Ground 14A: landlord is a registered social landlord or housing action trust and there has been domestic violence or threat of violence

Ground 15: condition of furniture provided for use under the long residential tenancy deteriorated because of the ill-treatment by tenant or other person living at the property

Schedule 10 to the Local Government and Housing Act 1989

Paragraph 5(1)(b): landlord is a public body intending to demolish or reconstruct a substantial part of the property for purposes relevant to its functions

Paragraph 5(1)(c): landlord reasonably requires property to live in himself or for specified relations and landlord's interest in the property purchased or created before 19th February 1966.

Note 13: The landlord may apply to the county court for an order for possession on any of the grounds specified in paragraph 10 of this notice. In order for the application to succeed, the landlord must establish that ground. The landlord will also have to satisfy the court that it is reasonable to grant him possession (except for ground 6 in the 1988 Act and the ground in paragraph 5(1)(c) of Schedule 10 to the 1989 Act. However, if you are not occupying the property (as your only or principal home) at the date of the court hearing, the court will order possession. If the application succeeds, your long residential tenancy will end on the date of termination (see note 11).

Note 14: If you notify the landlord that you want to remain in possession of your property (see note 6), the landlord must apply to the court **WITHIN 2 MONTHS** of the date of service of that notification. If you do not notify the landlord that you want to remain in possession, then the application to the court must be **WITHIN FOUR MONTHS** of the date of service of this notice.

Note 15: If the landlord fails in his application for possession, this notice will lapse.

Note 16: You may decide that you want your long residential tenancy to end at or after the date it would have ended under the terms of the tenancy. If so, you will need to give your immediate landlord not less than one month's notice in writing. Your immediate landlord will be the person to whom you pay your rent and may not be the landlord who has served this notice. It does not make any difference that you have notified the landlord that you wished to remain in possession.

Form 3(long residential tenancies)Landlord's Notice Proposing an Interim Monthly Rent after Notice Terminating Long Residential Tenancy

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Paragraph 6(1) of Schedule 10 to the Local Government and Housing Act 1989

*The landlord **must** cross out any text in square brackets which does not apply.*

- This notice proposes that you pay an interim monthly rent after the date in paragraph 3.
 - Please read this notice carefully. **There is a time limit which you must keep to.** If you need help or advice about this notice, you should take it immediately to any of the following:
 - a Citizens' Advice Bureau
 - a housing aid centre
 - a law centre
 - a solicitor.
 - Please read the notes at the end of the form.
-

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1. To:

Insert name[s] of tenant[s].

2. From:

of:

.....

.....

Insert name[s] and address of landlord[s].

(see note 1)

3. [I][We] give you notice proposing that you pay an interim rent of:

£..... a month

Insert the proposed monthly rent.

(see notes 2 to 5)

for:

.....

.....

.....

Insert address of property let under the long residential tenancy.

to take effect on:

.....

Insert date on which the proposed interim rent is to take effect,

(see note 6)

4. This notice is given under the provisions of paragraph 6(1) of Schedule 10 to the Local Government and Housing act 1989.

Signed

Date.....

To be signed and dated by the landlord or the landlord's agent. If there are joint landlords, each landlord or the agent for that landlord must sign (but one can sign on behalf of another with his consent).

[The name and address of the agent is:

.....

.....

.....

Insert name and address of agent, if signed by an agent.]

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at least five years longer than your tenancy or, if not, the first superior landlord who has such a lease. If there is no landlord with such a lease, it will be the freeholder.

Note 2: In this notice, the landlord proposes that you pay an interim monthly rent for the property from the date specified (see note 6) until the termination date. The termination date is the date your long residential tenancy will end and is whichever is the later of:

- (a) the date specified in the landlord's notice in form 1, and
- (b) if any application is made to a rent assessment committee for the terms or rent of the assured tenancy to be set (apart from an application for an interim rent to be set), the last day of the period of three months starting with the date when the application is finally disposed of.

This notice may be served at the same time as the landlord's notice ending the long residential tenancy and proposing to replace it with an assured periodic tenancy (form 1) or at any time between then and the termination date.

Note 3: If you agree with the interim rent proposed, do nothing. The rent proposed in this notice will be the interim monthly rent which you will have to pay.

Note 4: If you do not agree with the interim rent proposed and are unable to reach agreement with the landlord (or do not want to discuss it directly with him), you may refer this notice to your local rent assessment committee. You cannot refer the notice to the committee if you have agreed an interim rent with the landlord (and the agreed interim rent will be the rent which you will have to pay). If you want to refer the notice to the committee, you must refer it **WITHIN TWO MONTHS** beginning on the date this notice is served on you.

Note 5: If you refer this notice to your local rent assessment committee, the committee may set a rent that is higher, lower or the same as the interim rent proposed in this notice. The rent set by the committee will be the rent at which the committee considers the property might reasonably be expected to be let on the open market by a willing landlord under a monthly periodic tenancy which:

- (a) begins on the day following the date for ending your tenancy specified in the landlord's notice in form 1;
- (b) has the same terms as those in the long residential tenancy (as at the date on which the landlord's notice in form 1 was given); and
- (c) gives the same security of tenure as a non-shorthold assured tenancy (the grounds 1 to 5 for possession of an assured tenancy in Part I of Schedule 2 to the Housing Act 1988 not applying).

In deciding the rent, the committee will disregard:

- (a) the fact that the tenancy will be granted to a sitting tenant;
- (b) any increase in the value of the property because of improvements carried out by the tenant during the long residential tenancy (subject to some exceptions); and
- (c) any reduction in the value of the property caused by the tenant failing to comply with any term of the long residential tenancy.

The rent decided by the committee will not be inclusive of any variable service charge (as defined in section 18 of the Landlord and Tenant Act 1985). Subject to that, it will include any sums payable by the tenant to the landlord for council tax, the use of furniture, services, repairs, maintenance, insurance or management costs. If the landlord pays water rates for the property, the committee will determine the rent as if he did not, but an appropriate sum to reflect those payments may be added to the rent.

Note 6: The date to be specified:

- (a) must be at least two months after the date of service of this notice; and
- (b) must not be earlier than the date of termination specified in the landlord's notice in form 1.

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Paragraph 10(1) of Schedule 10 to the Local Government and Housing Act 1989

The tenant giving this notice must cross out any text in square brackets which does not apply.

- This notice proposes changes to the terms of the assured monthly periodic tenancy proposed in your notice terminating a long residential tenancy.
- Please read this notice carefully. **There are time limits which must be kept.** If you need help or advice about this notice, you should take it immediately to any of the following:
 - a Citizens' Advice Bureau
 - a housing aid centre
 - a law centre
 - a solicitor.
- Please read the notes at the end of the form.

1. To:

of:

.....

Insert name[s] and address of landlord[s]

2. From:

of:

.....

.....

Insert name[s] and address of tenant[s]

3. [I][We] give you notice that [I][we] propose:

[a different amount of rent]

[and]

[different terms (other than the amount of rent)]

for the assured monthly periodic tenancy proposed in your notice of

Insert the date of the landlord's notice.

(see notes 1 to 3)

4. [I][We] propose:

[an amount for rent of £..... a month]

Insert the proposed monthly rent

[this [includes] [excludes] council tax [of £..... a month]

[this [includes] [excludes] water rates [of £..... a month]

If the rent includes council tax and/or water rates please insert the current monthly amounts.

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[and]

[the following changes to the terms (apart from the amount of rent) set out in the landlord’s notice:

Column 1 (Term proposed by landlord)	Column 2 (Term proposed by tenant)
.....
.....
.....

Please set out in column 1 each term in the landlord’s notice which you dispute and set out in column 2 the corresponding alternative term which you propose. Also include in column 2 any other terms which you propose. Continue on a separate sheet if necessary.]

(see notes 4 to 6)

5. This notice is given under the provisions of paragraph 10(1) of Schedule 10 to the Local Government and Housing Act 1989.

Signed Date

To be signed and dated by the tenant or the tenant’s agent. If there are joint tenants each tenant or his agent must sign (but one can sign on behalf of another with his consent).

[The name and address of the agent is:

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

Insert name and address of agent, if signed by an agent.]

NOTES

Note 1: In this notice the tenant proposes a different amount of rent or other terms to those specified in your notice. This notice must be served by the tenant on you **WITHIN TWO MONTHS** starting on the date the landlord’s notice proposing an assured tenancy was served on the tenant.

Note 2: If you agree with the new different amount of rent and/or other terms proposed by the tenant in this notice do nothing. From the date on which the assured periodic tenancy takes effect:

- (a) the amount of rent will be:
 - (i) the rent proposed in the tenant’s notice, or
 - (ii) if no amount of rent is proposed in the tenant’s notice, the amount of rent is the amount proposed in the landlord’s notice; and
- (b) the other terms of the tenancy will be:
 - (i) the terms proposed in the tenant’s notice and, in so far as they do not conflict with the tenant’s terms, any terms proposed in the landlord’s notice, or
 - (ii) if no other terms are proposed in the tenant’s notice, the landlord’s terms.

Note 3: If you do not agree with the different amount of rent and/or other different terms proposed by the tenant in this notice and you are unable to reach agreement with the tenant or you do not wish to discuss it with him, you may refer the matter directly to a local rent assessment committee by using **FORM 5 WITHIN TWO MONTHS** starting on the date on which this notice was served on you. The committee will determine whether there is any dispute over the rent and/or other terms and where there is a dispute make a determination. If the matter is referred to the committee, the long residential tenancy does not end until 3 months of the matter having been dealt with.

Note 4: Where the committee decide that there is a dispute about the amount of the rent and the

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other terms of the tenancy, the committee will first decide whether the terms (apart from the amount of rent) in the landlord's notice, the tenant's notice, or some other terms dealing with the same subject matter might reasonably be expected to be found in an assured monthly periodic tenancy which:

- (a) begins on the day following the date for ending the tenancy;
- (b) gives the same security of tenure as a non-shorthold assured tenancy, (the grounds 1 to 5 for possession of an assured tenancy in Part I of Schedule 2 to the Housing Act 1988 not applying); and
- (c) has the same terms as the undisputed terms or, if the committee has decided the terms, those terms and any undisputed terms.

In deciding the terms, the committee will disregard the fact that the tenancy will be granted to a sitting tenant.

Note 5: When the committee have decided the other terms of the tenancy, the committee will decide the amount of the rent. The rent set by the committee will be the rent which the committee considers the property might reasonably be expected to be let on the open market by a willing landlord under an assured monthly periodic tenancy on the same basis as set out in note 4.

In deciding the rent, the committee will disregard:

- (a) the fact that the tenancy will be granted to a sitting tenant;
- (b) any increase in the value of the property because of improvements carried out by the tenant during the long residential tenancy (subject to some exceptions); and
- (c) any reduction in the value of the property caused by the tenant failing to comply with any term of the long residential tenancy.

The rent decided by the committee will not be inclusive of any variable service charge (as defined in section 18 of the Landlord and Tenant Act 1985). Subject to that, it will include any sums payable by the tenant to the landlord for council tax, the use of furniture, services, repairs, maintenance, insurance or management costs. If the landlord pays water rates for the property, the committee shall determine the rent as if he did not, but an appropriate sum to reflect those payments may be added to the rent.

Note 6: Referring this notice to a rent assessment committee does not affect the right to agree any terms of an assured periodic tenancy. If you and your tenant both notify the committee in writing (before it makes a determination) of any terms you have expressly agreed, the committee may not make any change to the agreed terms. The committee shall take account of those agreed terms in deciding what the disputed terms are and whether there is any dispute as to the amount of rent payable.

Form 5(long residential tenancies)Landlord's Application Referring Tenant's Notice Proposing Different Terms or Rent for a Proposed Assured Tenancy to a Rent Assessment Committee

Status: This is the original version (as it was originally made). This item of legislation is currently only available in its original format.

Paragraph 10(2) of Schedule 10 to the Local Government and Housing Act 1989

*The landlord **must** cross out any text in square brackets which does not apply and tick boxes where appropriate.*

- This application form should be used by a landlord who has been served with a notice under paragraph 10(1) of Schedule 10 to the Local Government and Housing Act 1989 in Form 4, proposing different rent and/or different terms to those proposed in his notice terminating the long residential tenancy.
- Please read this notice carefully. If you need help or advice about this form, you should take it immediately to any of the following:
 - a Citizens' Advice Bureau
 - a housing aid centre
 - a law centre
 - a solicitor.
- When you have filled in the form you must send it to the appropriate rent assessment

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committee **within two months** beginning on the date on which the tenant's notice (form 4) was served on you.

- The rent assessment committee will consider the landlord's notice (form 1) and the tenant's notice (form 4) and decide whether there is a dispute and, if so, what is in dispute. Both the landlord and the tenant will be notified of the date of the committee hearing to decide the matters which are in dispute.
- Please read the notes at the end of the form.

1. Name[s] of tenant[s]

.....

Address of tenant[s]

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

Address of the property to which the application relates if different from the address of the tenant[s] give above.

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

2. Name[s] of landlord[s]

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

Address of landlord[s]

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

3. Details of property

(a) What type of property is it?

Flat Terraced house Semi-detached house

Fully detached house

(b) If it is a flat, say what floor it is on.

Ground First Second Other *please specify*

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

(c) Give the number and type of rooms, e.g. living room, bathroom etc.

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

Please insert details

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(d) Do the premises include any other facilities, e.g. garden, garage or other separate building or land? Yes No

(e) If 'Yes', please give details

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

4. I attach:

- (a) a copy of the lease under which the long residential tenancy was created;
- (b) a copy of my notice under paragraph 4(1) of Schedule 10 dated (insert date) (form 1) terminating the tenant's long residential tenancy and proposing an assured periodic tenancy;
- (c) a copy of the tenant's notice under paragraph 10(1) of Schedule 10 dated (insert date) (form 4) proposing different rent or other terms for the assured periodic tenancy.

IMPORTANT You must attach copies of documents (a), (b) and (c). If any proposed tenancy agreement was attached to the landlord's notice (form 1), you must attach a copy of that agreement.

5. The amount of rent proposed in the landlord's notice is £ a month
Insert proposed monthly rent

This [includes][excludes] council tax [of £ a month]

This [includes][excludes] water rates [of £ a month].

If the rent includes council tax and/or water rates please insert the current monthly amounts.

Does the tenant dispute the amount of rent?

Yes No

If 'Yes', please specify:

The amount of rent proposed in the tenant's notice £ a month
Insert the proposed monthly rent

This [includes][excludes] council tax [of £ a month]

This [includes][excludes] water rates [of £ a month].

If the rent includes council tax and/or water rates please insert the current monthly amounts.

(see notes 1 and 3)

6. Does the tenant dispute any of the proposed terms (apart from the amount of rent)?

Yes No

If 'Yes', please set out in Column 1 each term (apart from the amount of rent) proposed in the landlord's notice which is disputed by the tenant and set out in Column 2 the corresponding, alternative term (if any) proposed in the tenant's notice. Also include in Column 2 any other term proposed in that notice:

Column 1 (Landlord's term disputed by tenant)	Column 2 (Alternative term proposed by tenant)
.....
.....
.....

Please continue on a separate sheet if necessary.

(see note 2)

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IMPORTANT—If, after this application to the rent assessment committee, the landlord and the tenant agree any terms for the assured periodic tenancy, the committee cannot change those terms provided that both the landlord and the tenant send the committee written notification of the agreed terms. The committee will take account of the agreed terms in deciding what the disputed terms are and whether there is any dispute as to the amount of the rent.

7. [I][We] hereby refer the tenant's notice proposing rent or other terms for the assured periodic tenancy to the rent assessment committee to determine whether there is any dispute as to the proposed terms and/or rent and if there is any dispute to make a determination.

(see note 4)

8. This application is made under the provisions of paragraph 10(2) of Schedule 10 to the Local Government and Housing Act 1989.

Signed Date

To be signed and dated by the landlord or his agent. If there are joint landlords, each landlord or his agent must sign (but one can sign on behalf of another with his consent).

[The name address and telephone number of the agent is:

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

Insert name and address of agent, if signed by agent.]

NOTES

Note 1: The rent decided by the committee will not be inclusive of any variable service charge (as defined in section 18 of the Landlord and Tenant Act 1985). Subject to that, it will include any sums payable by the tenant to the landlord for council tax, the use of furniture, services, repairs, maintenance, insurance or management costs. If the landlord pays water rates for the property, the committee shall determine the rent as if he did not, but an appropriate sum to reflect those payments may be added to the rent.

Note 2: Where the committee decide that there is a dispute about the amount of the rent and the other terms of the tenancy, the committee will first decide whether the terms (apart from the amount of rent) in the landlord's notice, the tenant's notice, or some other terms dealing with the same subject matter might reasonably be expected to be found in an assured monthly periodic tenancy which:

- (a) begins on the day following the date for ending the tenancy;
- (b) gives the same security of tenure as a non-shorthold assured tenancy, (the grounds 1 to 5 for possession of an assured tenancy in Part I of Schedule 2 to the Housing Act 1988 not applying); and
- (c) has the same terms as the undisputed terms or, if the committee has decided the terms, those terms and any undisputed terms.

In deciding the terms, the committee will disregard the fact that the tenancy will be granted to a sitting tenant.

If the landlord and tenant agree any terms of an assured periodic tenancy before a determination by the committee and both of them notify the committee in writing of such expressly agreed terms, the committee may not make any change to the agreed terms. The committee shall take account of those agreed terms in deciding what the disputed terms are and whether there is any dispute as to the amount of rent payable.

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Note 3: When the committee have decided the other terms of the tenancy the committee will decide the amount of the rent. The rent set by the committee will be the rent which the committee consider the property might reasonably be expected to be let on the open market by a willing landlord under an assured monthly periodic tenancy which:

- (a) begins on the day following the date for ending the tenancy;
- (b) gives the same security of tenure as a non-shorthold assured tenancy (the grounds 1 to 5 for possession of an assured tenancy in Part I of Schedule 2 to the Housing Act 1988 not applying); and
- (c) has the same terms as the undisputed terms or, if the committee has decided the terms, those terms and any undisputed terms.

In deciding the rent, the committee will disregard:

- (a) the fact that the tenancy will be granted to a sitting tenant;
- (b) any increase in the value of the property because of improvements carried out by the tenant during the long residential tenancy (subject to some exceptions); and
- (c) any reduction in the value of the property caused by the tenant failing to comply with any term of the long residential tenancy.

Note 4: The rent assessment committee are not required to continue with a determination if the long residential tenancy has come to an end, or if the landlord serves notice in writing on the rent assessment committee that he no longer requires a determination. In such a case with effect from the date on which the assured periodic tenancy takes effect, the rent shall be the rent proposed in the tenant's notice unless no rent was proposed; in which case the rent will be the rent proposed in the landlord's notice. The other terms of the tenancy will be the terms proposed in the tenant's notice and, so far as they do not conflict with those terms, the terms specified in the landlord's notice. However, if the landlord and tenant agree other terms, those will be the terms of the tenancy.

Form 6(long residential tenancies)Notice by Rent Assessment Committee Requiring Further Information

Status: This is the original version (as it was originally made). This item of legislation is currently only available in its original format.

Section 41(2) of the Housing Act 1988 as applied by paragraph 12(1) of Schedule 10 to the Local Government and Housing Act 1989

*The rent assessment committee **must** cross out any text in square brackets which does not apply.*

- This notice is from a rent assessment committee and is asking you for information.
- Please read this notice carefully. **There is a time limit which you must keep to.** If you need help or advice about this notice, you should take it immediately to any of the following:
 - a Citizens' Advice Bureau
 - a housing aid centre
 - a law centre
 - a solicitor.

1. To:
of:
.....
.....

Insert the name[s] and address of the [tenant[s]] [landlord[s]].

2. An application has been made to the rent assessment committee about:
.....
.....
.....

Insert the address of the property.

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for consideration of:

[the amount of rent under an assured periodic tenancy replacing a long residential tenancy.]

[the terms (other than the amount of rent) of an assured periodic tenancy replacing a long residential tenancy.]

[the amount of rent and other terms of an assured periodic tenancy replacing a long residential tenancy.]

[an interim rent while a long residential tenancy is continuing under Schedule 10 to the Local Government and Housing Act 1989.]

3. The information needed is:

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

Insert information which is needed.

4. Please send it to:

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

Insert address to which the information is to be sent.

no later than:

.....

Insert the date by which the information must be sent. This must be at least 14 days from the service of this notice.

5. If you fail to comply with this notice without reasonable cause you will be committing a criminal offence and may be liable to a fine.

6. This notice is given under the provisions of section 41(2) of the Housing Act 1988 as applied by paragraph 12(1) of Schedule 10 to the Local Government and Housing Act 1989.

7. Signed on behalf of the rent assessment committee.

Signed: Date:

Name of committee:

Name of person signing:

Address:

To be signed and dated on behalf of the rent assessment committee. Insert the name of the committee, the name of the person signing and the address of the committee.

EXPLANATORY NOTE

(This note is not part of the Regulations)

These Regulations prescribe forms of notice to be used for the purposes of Schedule 10 to the Local Government and Housing Act 1989 (security of tenure on ending of long residential tenancies). The forms prescribed are those specified in regulation 3 and set out in the Schedule (or forms substantially to the same effect).

Additional forms are prescribed for the purposes of section 186 of and Schedule 10 to the 1989 Act in the Long Residential Tenancies (Supplemental Forms) Regulations 1997.