STATUTORY INSTRUMENTS

1983 No. 132

LANDLORD AND TENANT

The Landlord and Tenant Act 1954, Part II (Assured Tenancies) (Notices) Regulations 1983

Made - - - -	*8th February* 1983
Laid before Parliament	*2nd March* 1983
Coming into Operation	*1st April* 1983

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 by section 66 of the Landlord and Tenant Act 1954 (**a**) as applied by section 58(2) of the Housing Act 1980 (**b**) and now vested in them (**c**), and of all other powers enabling them in that behalf, hereby make the following regulations:—

1. These regulations may be cited as the Landlord and Tenant Act 1954, Part II (Assured Tenancies) (Notices) Regulations 1983 and shall come into operation on 1st April 1983.

2. In these regulations "the Act" means the Landlord and Tenant Act 1954.

3. The forms prescribed for the purposes of the Act in respect of assured tenancies shall be as follows:—

(i) for a notice by a landlord terminating a tenancy under section 25 of the Act, the form set out as Form A in the Schedule to these regulations;

(ii) for a notice by a tenant to request a new tenancy under section 26 of the Act, the form set out as Form B in the Schedule to these regulations; and

(iii) for a notice under section 44 of and paragraph 6 (**d**) of Schedule 6 to the Act, being a notice withdrawing a previous notice terminating a tenancy given under section 25 of the Act, the form set out as Form C in the Schedule to these regulations;

or in each case a form substantially to the like effect.

4. Nothing in these regulations shall invalidate any notice served before 1st August 1983 which complies with the requirements of the Landlord and Tenant (Notices) Regulations 1957 (**e**)

(**a**) 1954 c.56. (**b**) 1980 c.51. (**c**) S.I. 1974/1896.
(**d**) Added by section 14(2) of the Law of Property Act 1969 (c.59). (**e**) S.I. 1957/1157.

SCHEDULE

FORM A

LANDLORD'S NOTICE TO TERMINATE ASSURED TENANCY

(Landlord and Tenant Act 1954, section 25 and Housing Act 1980, sections 56–58 and Schedule 5)

To: (name of tenant)

of (address of tenant)

IMPORTANT — THIS NOTICE IS INTENDED TO BRING YOUR TENANCY TO AN END. IF YOU WANT TO STAY IN YOUR HOME YOU MUST ACT QUICKLY. READ THE NOTICE AND ALL THE NOTES CAREFULLY. IF YOU ARE IN ANY DOUBT ABOUT THE ACTION YOU SHOULD TAKE, GET ADVICE IMMEDIATELY e.g. FROM A SOLICITOR OR A CITIZENS ADVICE BUREAU.

1. This notice is given under section 25 of the Landlord and Tenant Act 1954.

2. It relates to ..... (description of property)

of which you are the tenant.

3. I/we give you notice terminating your tenancy on ..... See notes 1 and 7.

4. If you are not willing to give up possession of the property comprised in the tenancy on the date stated in paragraph 3, you must notify me/us in writing within two months after the giving of this notice. See notes 2 and 3.

5.* If you apply to the court under Part II of the Landlord and Tenant Act 1954 for the grant of a new tenancy, I/we will not oppose your application.

OR

5.* If you apply to the court under Part II of the Landlord and Tenant Act 1954 for the grant of a new tenancy, I/we will oppose it on the grounds mentioned in paragraph(s) ..... of section 30(1) of that Act.

*The landlord must cross out one version of paragraph 5. If the second version is used the paragraph letter(s) must be filled in. See notes 4 and 5.

6. All correspondence about this notice should be sent to†[the landlord] [the landlord's agent] at the address given below.

†Cross out words in square brackets if they do not apply.

Date .....

Signature of†[landlord] [landlord's agent]

.....

Name of landlord .....

Address of landlord .....

.....

.....

†[address of agent .....

.....

.....]

NOTES

Termination of tenancy

1. This notice is intended to bring your tenancy to an end. You can apply to the court for a new tenancy under the Landlord and Tenant Act 1954 by following the procedure outlined in notes 2 and 3 below. If you do, your tenancy will continue after the date shown in paragraph 3 of this notice while your claim is being considered. The landlord can ask the court to fix the rent which you will have to pay while the tenancy continues. The terms of any *new* tenancy not agreed between you and the landlord will be settled by the court.

Claiming a new tenancy

2. If you want to apply to the court for a new tenancy you must:—

(1) notify the landlord in writing not later than 2 months after the giving of this notice that you are not willing to leave your home;

AND

(2) apply to the County Court, not earlier than 2 months nor later than 4 months after the giving of this notice, for a new tenancy.

3. The time limits in note 2 run from the giving of the notice. The date of the giving of the notice may not be the date written on the notice or the date on which you actually saw it. It may, for instance, be the date on which the notice was delivered through the post to your last address known to the person giving the notice. If there has been any delay in your seeing this notice you may need to act very quickly. If you are in any doubt get advice immediately.

WARNING TO TENANT IF YOU DO NOT KEEP TO THE TIME LIMITS IN NOTE 2, YOU WILL *LOSE* YOUR RIGHT TO APPLY TO THE COURT FOR A NEW TENANCY.

Landlord's opposition to claim for a new tenancy

4. If you apply to the court for a new tenancy, the landlord can only oppose your application on one or more of the grounds set out in section 30(1) of the 1954 Act. These grounds are set out below. The paragraph letters are those given in the Act. The landlord can only use a ground if its paragraph letter is shown in paragraph 5 of the notice.

Grounds

(a) where under the current tenancy the tenant has any obligations as respects the repair and maintenance of the holding, that the tenant ought not to be granted a new tenancy in view of the state of repair of the holding, being a state resulting from the tenant's failure to comply with the said obligations;

(b) that the tenant ought not to be granted a new tenancy in view of his persistent delay in paying rent which has become due;

(c) that the tenant ought not to be granted a new tenancy in view of other substantial breaches by him of his obligations under the current tenancy, or for any other reason connected with the tenant's use or management of the holding;

(d) that the landlord has offered and is willing to provide or secure the provision of suitable alternative accommodation for the tenant.
(The 1954 Act as applied by the 1980 Act lays down detailed rules about what accommodation is "suitable". In brief it must give comparable security of tenure and be reasonably suited to the means and needs of the tenant and his family.)

(e) where the current tenancy was created by the sub-letting of part only of the property comprised in a superior tenancy and the landlord is the owner of an interest in reversion expectant on the termination of that superior tenancy, that the aggregate of the rents reasonably obtainable on separate lettings of the holding and the remainder of that property would be substantially less than the rent reasonably obtainable on a letting of that property as a whole, that on the termination of the current tenancy the landlord requires possession of the holding for the purposes of letting or otherwise disposing of the said property as a whole, and that in view thereof the tenant ought not to be granted a new tenancy;

(f) that on the termination of the current tenancy the landlord intends to demolish or reconstruct the premises comprised in the holding or a substantial part of those premises or to carry out substantial work of construction on the holding or part thereof and that he could not reasonably do so without obtaining possession of the holding;
(If the landlord uses this ground, the court can sometimes still grant a new tenancy if certain conditions set out in section 31A of the Act can be met.)

(g) that on the termination of the current tenancy the landlord intends to occupy the holding for the purposes, or partly for the purposes, of a business to be carried on by him therein, or as his residence.
(The landlord must normally have been the landlord for at least five years to use this ground.)

Compensation

5. If you cannot get a new tenancy solely because grounds (e), (f) or (g) apply, you are entitled to compensation under the 1954 Act. If your landlord has opposed your application on any of the other grounds as well as (e), (f) or (g) you can only get compensation if the Court's refusal to grant a new tenancy is based solely on grounds (e), (f) or (g). In other words you cannot get compensation under the 1954 Act if the court has refused your tenancy on *other* grounds even if (e), (f) or (g) also apply.

Negotiating a new tenancy

6. Most leases are renewed by negotiation. If you do try to agree a new tenancy with your landlord, remember—

(1) that your present tenancy will not be extended after the date in paragraph 3 of this notice unless you *both*

(a) give written notice that you will not leave your home (see note 2(1) above); *and*

(b) apply to the court for a new tenancy (note 2(2) above)

(2) that you will lose your right to apply to the court if you do not keep to the time limits in note 2.

Validity of this notice

7. The landlord who has given this notice may not be the landlord to whom you pay your rent. The 1954 Act has rules about who can serve this notice and also about the date which the landlord can put in paragraph 3. This depends on the terms of your tenancy. If you have any doubts about whether this notice is valid, get immediate advice.

Assured tenancies

8. Assured tenancies are residential tenancies introduced by the Housing Act 1980. They can be granted only by landlords approved by the Secretary of State. The property must be newly-built (building work must have started on or after 8 August 1980) and must not have been lived in at any time except under an assured tenancy. The rules that apply to assured tenancies are a modified version of those applying to business tenancies under Part II of the Landlord and Tenant Act 1954. (Further information about assured tenancies is given in the Department of the Environment and Welsh Office booklet "Assured Tenancies", obtainable free from rent officers, Council Offices and housing aid centres.).

FORM B

TENANT'S REQUEST FOR NEW ASSURED TENANCY

(Landlord and Tenant Act 1954, section 26 and Housing Act 1980 sections 56–58 and Schedule 5)

To: (name of landlord)

of (address of landlord)

IMPORTANT—THIS IS A REQUEST FOR A NEW TENANCY OF YOUR PROPERTY OR PART OF IT. IF YOU WANT TO OPPOSE THIS REQUEST YOU MUST ACT QUICKLY. READ THE REQUEST AND ALL THE NOTES CAREFULLY. IF YOU ARE IN ANY DOUBT ABOUT THE ACTION YOU SHOULD TAKE, GET ADVICE IMMEDIATELY e.g. FROM A SOLICITOR OR A CITIZENS ADVICE BUREAU.

1. This request is made under section 26 of the Landlord and Tenant Act 1954.
2. You are the landlord of .....
(description of property)
3. I/we request you to grant a new tenancy beginning on .....
4. I/we propose that:
   (a) the property comprised in the new tenancy should be .....
   .....
   (b) the rent payable under the new tenancy should be .....
   (c) the other terms of the new tenancy should be .....
   .....
5. All correspondence about this request should be sent to †[the tenant] [the tenant's agent] at the address given below.

   Date .....

   Signature of †[tenant] [tenant's agent]

   .....

   Name of tenant .....

   Address of tenant .....

   .....

   .....

   †[Address of agent .....

   .....

   .....]

†Cross out words in square brackets if they do not apply.

NOTES

Request for a new tenancy

1. This request by your tenant for a new tenancy brings his current tenancy to an end on the day before the date mentioned in paragraph 3 above. He can apply to the court under the Landlord and Tenant Act 1954 for a new tenancy. If he does, his current tenancy will continue after the date mentioned in paragraph 3 of this request while his application is being considered by the court. You can ask the court to fix the rent which your tenant will have to pay while his tenancy continues. The terms of any *new* tenancy not agreed between you and your tenant will be settled by the court.

Opposing a request for a new tenancy

2. If you do not want to grant a new tenancy, you *must,* not later than two months after the making of this request, give your tenant notice saying that you will oppose any application he makes to the court for a new tenancy. You do not need a special form to do this, but you must state on which of the grounds set out in the 1954 Act you will oppose the application – see note 4.

3. The time limit in note 2 runs from the making of this request. The date of the making of the request may not be the date written on the request or the date on which you actually saw it. It may, for instance, be the date on which the request was delivered through the post to your last address known to the person making the request. If there has been any delay in your seeing this request you may need to act very quickly. If you are in any doubt get advice immediately.

WARNING TO LANDLORD
IF YOU DO NOT KEEP TO THE TIME LIMIT IN NOTE 2, YOU WILL *LOSE* YOUR RIGHT TO OPPOSE YOUR TENANT'S APPLICATION TO THE COURT FOR A NEW TENANCY IF HE MAKES ONE.

Grounds for opposing an application

4. If your tenant applies to the court for a new tenancy, you can only oppose the application on one or more of the grounds set out in section 30(1) of the 1954 Act. These grounds are set out below. The paragraph letters are those given in the Act.

Grounds

(a) where under the current tenancy the tenant has any obligations as respects the repair and maintenance of the holding, that the tenant ought not to be granted a new tenancy in view of the state of repair of the holding, being a state resulting from the tenant's failure to comply with the said obligations;

(b) that the tenant ought not to be granted a new tenancy in view of his persistent delay in paying rent which has become due;

(c) that the tenant ought not to be granted a new tenancy in view of other substantial breaches by him of his obligations under the current tenancy, or for any other reason connected with the tenant's use or management of the holding;

(d) that you have offered and are willing to provide or secure the provision of suitable alternative accommodation for the tenant.
(The 1954 Act as applied by the 1980 Act lays down detailed rules about what accommodation is 'suitable'. In brief, it must give comparable security of tenure and be reasonably suited to the means and needs of the tenant and his family.)

(e) where the current tenancy was created by the sub-letting of part only of the property comprised in a superior tenancy and you are the owner of an interest in reversion expectant on the termination of that superior tenancy, that the aggregate of the rents reasonably obtainable on separate lettings of the holding and the remainder of that property would be substantially less than the rent reasonably obtainable on a letting of that property as a whole, that on the termination of the current tenancy you require possession of the holding for the purpose of letting or otherwise disposing of the said property as a whole, and that in view thereof the tenant ought not to be granted a new tenancy;

(f) that on the termination of the current tenancy you intend to demolish or reconstruct the premises comprised in the holding or a substantial part of those premises or to carry out substantial work of construction on the holding or part thereof and that you could not reasonably do so without obtaining possession of the holding;

(If you use this ground, the court can sometimes still grant a new tenancy if certain conditions set out in section 31A of the Act can be met.)

(g) that on the termination of the current tenancy, you intend to occupy the holding for the purposes, or partly for the purposes, of a business to be carried on by you therein, or as your residence.
(You must normally have been the landlord for at least five years to use this ground.)

You can only use one or more of the above grounds if you have stated them in the notice referred to in note 2 above.

Compensation

5. If your tenant cannot get a new tenancy solely because grounds (e), (f) or (g) apply, he is entitled to compensation from you under the 1954 Act. If you have opposed his application on any of the other grounds as well as (e), (f) or (g) he can only get compensation if the court's refusal to grant a new tenancy is based solely on grounds (e), (f) or (g). In other words, he cannot get compensation under the 1954 Act if the court has refused his tenancy on *other* grounds even if (e), (f) or (g) also apply.

Negotiating a new tenancy

6. Most leases are renewed by negotiation. If you do try to agree a new tenancy with your tenant:—

(1) YOU should remember that you will not be able to oppose an application to the court for a new tenancy unless you give the notice mentioned in note 2 above within the time limit in that note;

(2) YOUR TENANT should remember that he will lose his right to apply to the court for a new tenancy unless he makes the application not less than two nor more than four months after the making of this request.

Validity of this notice

7. The landlord to whom this request is made may not be the landlord to whom the tenant pays the rent. The 1954 Act has rules about who the request should be made to and also about the date which the tenant can put in paragraph 3. This depends on the terms of the tenancy. If you have any doubts about whether this request is valid, get immediate advice.

Assured tenancies

8. Assured tenancies are residential tenancies introduced by the Housing Act 1980. They can be granted only by landlords approved by the Secretary of State. The property must be newly built (building work must have started on or after 8 August 1980) and must not have been lived in at any time except under an assured tenancy. The rules that apply to assured tenancies are a modified version of those applying to business tenancies under Part II of the Landlord and Tenant Act 1954. (Further information about assured tenancies is given in the Department of the Environment and Welsh Office booklet "Assured Tenancies", obtainable free from rent officers, Council Offices and housing aid centres.)

FORM C

WITHDRAWAL OF LANDLORD'S NOTICE TO TERMINATE ASSURED TENANCY

(Landlord and Tenant Act 1954, section 44 and paragraph 6 of Schedule 6, and Housing Act 1980, sections 56–58 and Schedule 5)

To: (name of tenant)

of (address of tenant)

IMPORTANT—THIS NOTICE IS INTENDED TO WITHDRAW A PREVIOUS NOTICE TO TERMINATE YOUR TENANCY. READ THIS NOTICE AND ALL THE NOTES CAREFULLY. IF YOU ARE IN ANY DOUBT ABOUT YOUR POSITION, GET ADVICE IMMEDIATELY e.g. FROM A SOLICITOR OR A CITIZENS ADVICE BUREAU.

1. This notice is given under section 44 of, and paragraph 6 of Schedule 6 to, the Landlord and Tenant Act 1954.

2. It relates to .....
(description of property)
of which you are the tenant.

3. I/we have become your landlord for the purposes of the Act.

4. I/we withdraw the notice given to you by

.....

(name of former landlord) of .....

.....

.....

(address of former landlord) terminating your tenancy on .....

5. Any correspondence about this notice should be sent to †[the landlord] [the landlord's agent] at the address given below.

†Cross out words in square brackets if they do not apply.

Date .....

Signature of †[landlord] [landlord's agent]

.....

Name of landlord .....

Address of landlord .....

.....

.....

†[Address of agent .....

.....

.....]

NOTES

Purpose of this notice

1. You were earlier given a notice bringing your tenancy to an end, but there has now been a change of landlord for the purposes of the 1954 Act. This new notice has been given to you by your new landlord and withdraws the earlier notice, which now has no effect. However, the new landlord can, if he wishes, give you a fresh notice with the intention of bringing your tenancy to an end.

Validity of this notice

2. The landlord who has given this notice may not be the landlord to whom you pay your rent. The 1954 Act has rules about who can serve this notice and also provides that this notice can only be given within two months after the giving of the earlier notice. If you have any doubts about whether this notice is valid, get immediate advice. If it is *not* valid you may have to act quickly to preserve your position under the earlier notice.

Assured tenancies

3. Assured tenancies are residential tenancies introduced by the Housing Act 1980. They can be granted only by landlords approved by the Secretary of State. The property must be newly built (building work must have started on or after 8 August 1980) and must not have been lived in at any time except under an assured tenancy. The rules that apply to assured tenancies are a modified version of those applying to business tenancies under Part II of the Landlord and Tenant Act 1954. (Further information about assured tenancies is given in the Department of the Environment and Welsh Office booklet "Assured Tenancies", obtainable free from rent officers, Council Offices and housing aid centres.).

Tom King,
Secretary of State for the Environment.

7th February 1983.

Nicholas Edwards,
Secretary of State for Wales.

8th February 1983.

EXPLANATORY NOTE

(This Note is not part of the Regulations.)

These Regulations prescribe the forms of notice to be used for the purposes of Part II of the Landlord and Tenant Act 1954 in the case of assured tenancies. Assured tenancies may be granted by bodies approved under section 56 of the Housing Act 1980 in respect of dwelling-houses erected after the passing of that Act.

The forms are to be used for the termination of a tenancy by a landlord (Form A in the Schedule); for a tenant's request for a new tenancy (Form B in the Schedule); and for a withdrawal of a notice to terminate a tenancy (Form C in the Schedule). The forms are based on those prescribed by the Landlord and Tenant Act 1954, Part II (Notices) Regulations 1983 (S.I. 1983/133) for the generality of tenancies to which Part II of the 1954 Act applies, with only such alterations as are necessary to adapt them for assured tenancies.

Regulation 4 of these Regulations enables notices served before 1st August 1983 to continue to be served under the Landlord and Tenant (Notices) Regulations 1957. Those Regulations are being revoked by the Landlord and Tenant Act 1954, Part II (Notices) Regulations 1983 which contain similar saving provisions.

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