STATUTORY INSTRUMENTS

1984 No. 1308

LANDLORD AND TENANT

AGRICULTURAL HOLDINGS

The Agricultural Holdings (Forms of Notice to Pay Rent or to Remedy) Regulations 1984

Made - - - -	15*th August* 1984
Laid before Parliament	22*nd August* 1984
Coming into Operation	12*th September* 1984

The Minister of Agriculture, Fisheries and Food in relation to England and the Secretary of State in relation to Wales, in exercise of the powers conferred on them by section 2(3) Case D and 2(6) of the Agricultural Holdings (Notices to Quit) Act 1977**(a)**, 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 Agricultural Holdings (Forms of Notice to Pay Rent or to Remedy) Regulations 1984 and shall come into operation on 12th September 1984.

Interpretation

2.—(1) In these regulations—

"the 1977 Act" means the Agricultural Holdings (Notices to Quit) Act 1977;

"notice to pay rent" means a notice served on the tenant of an agricultural holding for the purposes of Case D in section 2(3) of the 1977 Act requiring him to pay rent due;

"notice to remedy" means a notice served on the tenant of an agricultural holding for the purposes of Case D in section 2(3) of the 1977 Act requiring him to remedy a breach of a term or condition of his tenancy.

(2) A form referred to by number in these regulations means the form so numbered in the Schedule to these regulations or a form substantially to the same effect.

Form of notice to pay rent

3. A notice to pay rent shall be in Form 1.

(a) 1977 c. 12; section 2(3) Case D was amended by the Agricultural Holdings Act 1984 (c. 41), section 6(4); the definition of "the Minister" in section 94(1) of the Agricultural Holdings Act 1948 (c. 63), which applies by virtue of section 12(2)(*a*) of the said Act of 1977, was amended by the said Act of 1984, Schedule 3, paragraph 23(*b*).

Forms of notice to remedy

4. A notice to remedy which requires the doing of any work of repair, maintenance or replacement shall be in Form 2 and any other notice to remedy shall be in Form 3.

Revocation

5. The Agriculture (Forms of Notices to Remedy) Regulations 1978 **(a)** are hereby revoked, but without prejudice to their application in relation to any notice to remedy served before the coming into operation of these regulations.

In Witness whereof the Official Seal of the Minister of Agriculture, Fisheries and Food is hereunto affixed on 2nd August 1984.

L.S.

Michael Jopling,
Minister of Agriculture, Fisheries and Food.

Nicholas Edwards,
Secretary of State for Wales.

15th August 1984.

(a) S.I. 1978/258.

SCHEDULE Regulation 2(2)

FORM 1

AGRICULTURAL HOLDINGS (NOTICES TO QUIT) ACT 1977,
SECTION 2(3) CASE D

Notice to tenant to pay rent due

Re: the holding known as .....

To .....

.....
(Name and address of tenant)

1. I hereby give you notice that I require you to pay within two months from the date of service of this Notice* the rent due in respect of the above holding as set out below:

*Note: This Notice may not be served before the rent is due.

PARTICULARS OF RENT NOT PAID

Date when due	*Amount due*
.....	.....

2. This Notice is given in accordance with Case D in section 2(3) of the Agricultural Holdings (Notices to Quit) Act 1977, and failure to comply with it within the period specified above may be relied on as a reason for a notice to quit under Case D in that section.

3. Your attention is drawn to the Note following the signature to this Notice.

Signed ..... Date .....
(If signed by any person other than the landlord of the holding, state in what capacity or by what authority the signature is affixed.)

Address .....
.....
.....
.....

NOTE

You cannot at this stage refer to arbitration either your liability to comply with this Notice to pay rent or any other question as to the validity of the Notice. You will, however, be entitled to do so later if a notice to quit is served on you on the ground that you have failed to comply with this Notice to pay rent. That is the *only* opportunity you will have to challenge this Notice. At that stage under article 9 of the Agricultural Holdings (Arbitration on Notices) Order 1978, as amended, (S.I.1978/257 and 1984/1300), you have one month after the service of the notice to quit within which you can serve on your landlord a notice in writing requiring the question to be determined by arbitration under the Agricultural Holdings Act 1948 (c. 63). You will then have three months from the date of service of that notice in which to appoint an arbitrator by agreement or (in default of such an agreement) to make an application under paragraph 1 of Schedule 6 to that Act for the appointment of an arbitrator. If this is not done your notice requiring arbitration ceases to be effective (see article 9A of that Order).

FORM 2
AGRICULTURAL HOLDINGS(NOTICES TO QUIT) ACT 1977,
SECTION 2(3) CASE D

Notice to tenant to remedy breach of tenancy agreement by doing work of repair, maintenance or replacement

Re: the holding known as .....

To .....

.....

(Name and address of tenant)

1. I hereby give you notice that I require you to remedy within ..... months* from the date of service of this Notice the breaches, whereof particulars are given below, of the terms or conditions of your tenancy, being breaches which are capable of being remedied of terms or conditions which are not inconsistent with the fulfilment of your responsibilities to farm the holding in accordance with the rules of good husbandry.

*Note: This period must be a reasonable period for the tenant to remedy the breaches and must in any event be not less than six months.

2. This Notice requires the doing of the work of repair, maintenance or replacement specified below.

PARTICULARS OF BREACHES OF TERMS OR CONDITIONS OF TENANCY

Term or condition of tenancy	*Particulars of breach and work required to remedy it*
.....	.....
.....	.....

3. This Notice is given in accordance with Case D in section 2(3) of the Agricultural Holdings (Notices to Quit) Act 1977, and failure to comply with it within the period specified above may be relied on as a reason for a notice to quit under Case D in that section.

4. Your attention is drawn to the Notes following the signature to this Notice.

Signed ..... Date.....

(If signed by any person other than the landlord of the holding, state in what capacity or by what authority the signature is affixed.)

Address .....

.....

.....

.....

NOTES

In these Notes "the Order" means the Agricultural Holdings (Arbitration on Notices) Order 1978, as amended, (S.I.1978/257 and 1984/1300)

What to do if you wish—

(a) *to contest your liability to do the work, or any part of the work, required by this Notice to remedy (Question (a)); or*

(b) *to request the deletion from this Notice to remedy of any item or part of an item of work on the ground that it is unnecessary or unjustified (Question (b)); or*

(c) *to request the substitution in the case of any item or part of an item of work of a different method or material for the method or material which this Notice to remedy would otherwise require to be followed or used (Question (c)).*

1. Questions (a), (b) and (c) mentioned in the heading to these Notes can be referred to arbitration under article 3(1) of the Order. To do so you *must* serve a notice in writing upon your landlord *within one month* of the service upon you of this Notice to remedy. The notice you serve upon your landlord should specify —

(a) if you are referring Question (a), the items for which you deny liability,

(b) if you are referring Question (b), the items you wish to be deleted,

(c) if you are referring Question (c), the different methods or materials you wish to be substituted,

and in each case should require the matter to be determined by arbitration under the Agricultural Holdings Act 1948 (c. 63). You will not be able to refer Question (a), (b) or (c) to arbitration later, on receipt of a notice to quit. This action does not prevent you settling the matter in writing by agreement with your landlord.

2. If you refer any of these Questions (a), (b) and (c) to arbitration, you are not obliged to carry out the work which is the subject of the reference to arbitration unless and until the arbitrator decides that you are liable to do it; but you *must* carry out any work which you are not referring to arbitration.

3. If you are referring Question (a) to arbitration you may if you wish carry out any of the work which is the subject of that reference to arbitration without waiting for the arbitrator's award. If you do this and the arbitrator finds that you have carried out any such work which was not your liability, he will determine at the time he makes his award the reasonable cost of any such work which you have done and you will be entitled to recover this from your landlord (see article 8 of the Order). This provision does *not* apply in the case of work referred to arbitration under Question (b) or Question (c).

What to do if you wish to contest any other question arising under this Notice to remedy

4. If you wish to contest any other question arising under this Notice other than Question (a), (b) or (c), you should refer the question to arbitration in either of the following ways, according to whether or not you are also at the same time referring Question (a), (b) or (c) to arbitration—

(a) if you are referring Question (a), (b) or (c) to arbitration, then you *must* also refer to arbitration at the same time any other questions relevant to this Notice which you may wish to dispute. To do this, you should include in the Notice to your landlord referred to in Note 1 above a statement of the other questions which you require to be determined by arbitration under the Agricultural Holdings Act 1948 (see article 4(1) of the Order).

(b) if you are not referring Question (a), (b) or (c) to arbitration, but wish to contest some other question arising under this Notice to remedy, you may refer that question to arbitration either now, on receipt of this Notice, or later, if you get a notice to quit. To refer the question to arbitration now, you should serve on your landlord *within one month* after the service of this Notice to remedy a notice in writing setting out what it is you require to be determined by arbitration under the Agricultural Holdings Act 1948 (see article 4(1) and (2) of the Order). Alternatively, you have one month after the service of the notice to quit within which you can serve on your landlord a notice in writing requiring the question to be determined by arbitration under the 1948 Act (see article 9 of the Order). You will then have three months from the date of service of that notice in which to appoint an arbitrator by agreement or (in default of such an agreement) to make an application under paragraph 1 of Schedule 6 to that Act for the appointment of an arbitrator. If this is not done your notice requiring arbitration ceases to be effective (see article 9A of the Order).

Warning

5. Notes 1 to 4 above outline the *only* opportunities you have to challenge this Notice to remedy.

Extensions of time allowed for complying with this Notice to remedy

6. If you refer to arbitration now any question arising from this Notice to remedy, the time allowed for complying with the Notice will be extended until the termination of the arbitration. If the arbitrator decides that you are liable to do any of the work specified in this Notice to remedy, he will extend the time in which the work is to be done by such period as he thinks fit (see article 6(2) of the Order).

Warning as to the effect which any extension of the time allowed for complying with this Notice to remedy may have upon a subsequent notice to quit

7. If your time for doing the work is extended as mentioned in Note 6 above, the arbitrator can specify a date for the termination of your tenancy should you fail to complete the work you are liable to do within the extended time. Then, if you did fail to complete that work within the extended time, your landlord could serve a notice to quit upon you expiring on the date which the arbitrator had specified, and the notice would be valid even though that date might be less than 12 months after the next term date, and might not expire on a term date. The arbitrator cannot, however, specify a termination date which is less than 6 months after the expiry of the extended time to do the work. Nor can he specify a date which is earlier than would have been possible if you had not required arbitration on this Notice to remedy and had failed to do the work (see article 7 of the Order).

FORM 3

AGRICULTURAL HOLDINGS (NOTICES TO QUIT) ACT 1977,
SECTION 2(3) CASE D

Notice to tenant to remedy breach of tenancy agreement (not being a notice requiring the doing of any work of repair, maintenance or replacement)

Re: the holding known as .....

To .....

.....

(Name and address of tenant)

1. I hereby give you notice that I require you to remedy within.... months from the date of service of this Notice the breaches, whereof particulars are given below, of the terms or conditions of your tenancy, being breaches which are capable of being remedied of terms or conditions which are not inconsistent with the fulfilment of your responsibilities to farm the holding in accordance with the rules of good husbandry.

PARTICULARS OF BREACHES OF TERMS OR CONDITIONS OF TENANCY

Term or condition of tenancy	*Particulars of breach*
.....	.....
.....	.....

2. This Notice is given in accordance with Case D in section 2(3) of the Agricultural Holdings (Notices to Quit) Act 1977 and failure to comply with it within the period specified may be relied on as a reason for a notice to quit under Case D in that section.

3. Your attention is drawn to the Note following the signature to this Notice.

Signed ..... Date .....
(If signed by any person other than the landlord of the holding, state in what capacity or by what authority the signature is affixed.)

Address .....
.....
.....
.....

NOTE

You cannot at this stage refer to arbitration either your liability to comply with this Notice to remedy or any other question as to the validity of the Notice. You will, however, be entitled to do so later if a notice to quit is served on you on the ground that you have failed to comply with this Notice to remedy. That is the *only* opportunity you will have to challenge this Notice. At that stage under article 9 of the Agricultural Holdings (Arbitration on Notices) Order 1978, as amended, (S.I. 1978/257 and 1984/1300), you have one month after the service of the notice to quit within which you can serve on your landlord a notice in writing requiring the question to be determined by arbitration under the Agricultural Holdings Act 1948 (c. 63). You will then have three months from the date of service of that notice in which to appoint an arbitrator by agreement or (in default of such an agreement) to make an application under paragraph 1 of Schedule 6 to that Act for the appointment of an arbitrator. If this is not done your notice requiring arbitration ceases to be effective (see article 9A of that Order).

EXPLANATORY NOTE

(This Note is not part of the Regulations.)

These regulations revoke and re-enact with amendments the Agriculture (Forms of Notices to Remedy) Regulations 1978. They introduce a prescribed form to be used by the landlord of an agricultural holding when serving on his tenant a notice to pay rent due for the purposes of section 2(3) Case D of the Agricultural Holdings (Notices to Quit) Act 1977, as amended. Different forms continue to be prescribed for the notice to remedy breaches of the terms and conditions of the tenancy for the purposes of section 2(3) Case D according to whether or not any work of repair, maintenance or replacement is required to remedy the breach. No substantial change is made in the forms of notice to remedy themselves but the Notes are enlarged to draw attention to the time-limit of one month after service of the notice to quit within which a tenant may demand arbitration under article 9 of the Agricultural Holdings (Arbitration on Notices) Order 1978, as amended. They also refer to the new time-limit in article 9A of that Order of three months from the date of that demand in which an arbitrator must be appointed by agreement or application must be made for the appointment of an arbitrator.

SI 1984/1308
ISBN 0-11-047308-6

