STATUTORY INSTRUMENTS

1978 No. 258

LANDLORD AND TENANT

AGRICULTURAL HOLDINGS

The Agriculture (Forms of Notices to Remedy) Regulations 1978

Made - - -	*24th February* 1978
Laid before Parliament	*6th March* 1978
Coming into Operation	*7th April* 1978

The Minister of Agriculture, Fisheries and Food, in exercise of the powers conferred upon him by section 2(6) of the Agricultural Holdings (Notices to Quit) Act 1977(**a**) and of all other powers enabling him in that behalf, hereby makes the following Regulations:—

Citation and commencement

1. These Regulations may be cited as the Agriculture (Forms of Notices to Remedy) Regulations 1978 and shall come into operation on 7th April 1978.

Interpretation

2.—(1) In these Regulations, unless the context otherwise requires, "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 Agricultural Holdings (Notices to Quit) Act 1977 requiring him to remedy a breach of a term or condition of his tenancy.

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

(3) The Interpretation Act 1889(**b**) shall apply for the interpretation of these Regulations as it applies for the interpretation of an Act of Parliament and as if these Regulations and the Regulations hereby revoked were Acts of Parliament.

Forms of notices to remedy

3. A notice to remedy which requires the doing of any work of repair, maintenance or replacement shall be in Form 1 and any other notice to remedy shall be in Form 2.

(**a**) 1977 c. 12. (**b**) 1889 c. 63.

Revocation

4. The Agriculture (Forms of Notices to Remedy) Regulations 1964(a) are hereby revoked, but without prejudice to their application in relation to any notice to remedy served on or before 6th April 1978.

In Witness whereof the Official Seal of the Minister of Agriculture, Fisheries and Food is hereunto affixed on 24th February 1978.

(L.S.)

John Silkin,

Minister of Agriculture, Fisheries and Food.

(a) S.I. 1964/707.

SCHEDULE

FORM 1

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.

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.

PARTICULARS OF BREACHES OF TERMS OR CONDITIONS OF TENANCY

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

Date.....

(Signed).....

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

NOTES

In these Notes, "the Order" means the Agricultural Holdings (Arbitration on Notices) Order 1978 (S.I. 1978 No. 257)

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. If you wish to raise any of the Questions (*a*), (*b*) and (*c*) mentioned in the heading to these Notes, you can refer any one or more of them to arbitration under article 3 (1) of the Order.

2. If you do wish to refer any of these Questions (*a*), (*b*) and (*c*) to arbitration, you *must* do so now on receipt of this Notice to Remedy; you will not be able to refer them to arbitration later, on receipt of a notice to quit.

3. To refer any of these Questions (*a*), (*b*) and (*c*) to arbitration you *must, within one month* of the service upon you of this Notice to Remedy, serve a notice in writing upon your landlord specifying—

(*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 requiring the matter to be determined by arbitration under the Agricultural Holdings Act 1948(**a**).

4. 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.

5. 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

6. If you wish to contest any 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 3 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.)

Extensions of time allowed for complying with this Notice to Remedy

7. 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.)

(**a**) 1948 c. 63.

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

8. If your time for doing the work is extended as mentioned in Note 7 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 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 2

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.

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.

PARTICULARS OF BREACHES OF TERMS OR CONDITIONS OF TENANCY

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

Date.....

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

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. At that stage you can refer any such questions to arbitration, when contesting the validity of the reasons stated in the notice to quit, under article 9 of the Agricultural Holdings (Arbitration on Notices) Order 1978 (S.I. 1978 No. 257).

EXPLANATORY NOTE

(This Note is not part of the Regulations.)

These Regulations, which revoke and re-enact with amendments the Agriculture (Forms of Notices to Remedy) Regulations 1964, prescribe the forms to be used by the landlord of an agricultural holding when serving on his tenant a notice to remedy breaches of the terms and conditions of the tenancy for the purposes of section 2(3) Case D of the Agricultural Holdings (Notices to Quit) Act 1977. Different forms continue to be prescribed according to whether or not any work of repair, maintenance or replacement is required to remedy the breach. No substantial changes are made in the forms themselves but the Notes to Form 1 are enlarged to draw attention, following the coming into operation of the Agricultural Holdings (Arbitration on Notices) Order 1978 to the increased opportunities for arbitration by a tenant in respect of a notice to remedy containing items of work.

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