STATUTORY INSTRUMENTS

2021 No. 562

LANDLORD AND TENANT, ENGLAND

The Assured Tenancies and Agricultural Occupancies (Forms) (England) (Amendment) and Suspension (Coronavirus) Regulations 2021

Made - - - -	*11th May 2021*
Laid before Parliament	*12th May 2021*
Coming into force - -	*1st June 2021*

The Secretary of State makes the following Regulations in exercise of the powers conferred by sections 8(3) and 21(8) of the Housing Act 1988(**a**) and section 88(1) of the Coronavirus Act 2020(**b**).

Citation, commencement and application

1.—(1) These Regulations may be cited as the Assured Tenancies and Agricultural Occupancies (Forms) (England) (Amendment) and Suspension (Coronavirus) Regulations 2021.

(2) These Regulations come into force on 1st June 2021.

(3) These Regulations apply in relation to England.

Suspension of paragraph 12(1) of Schedule 29 to the Coronavirus Act 2020

2. Paragraph 12(1) of Schedule 29 to the Coronavirus Act 2020 is suspended.

Amendment of the Assured Tenancies and Agricultural Occupancies (Forms) (England) Regulations 2015

3. In the Schedule to the Assured Tenancies and Agricultural Occupancies (Forms) (England) Regulations 2015(**c**) for Form No. 3 and Form No. 6A set out in the Schedule to those Regulations, substitute the equivalent Form set out in the Schedule to these Regulations.

(**a**) 1988 c. 50. Section 8(3) was amended by section 151 of the Housing Act 1996 (c. 52) and section 97(2)(a) of the Anti-social Behaviour, Crime and Policing Act 2014 (c. 12). Section 21(8) was inserted by section 37 of the Deregulation Act 2015 (c. 20).

(**b**) 2020 c. 7. The powers conferred by section 88(1) of the Coronavirus Act 2020 are exercisable in England by a Minister of the Crown. "Relevant national authority" is defined in section 88(7) of that Act.

(**c**) S.I. 2015/620, as amended by S.I. 2015/1646 (which was itself amended by S.I. 2015/1725), 2016/443, 2016/1118, 2016/915 and S.I. 2021/518.

Signed by authority of the Secretary of State for Housing, Communities and Local Government

Christopher Pincher
Minister of State
11th May 2021 Ministry of Housing, Communities and Local Government

SCHEDULE

Regulation 3

Forms No. 3 and No. 6A

FORM 3

Notice seeking possession of a property let on an Assured Tenancy or an Assured Agricultural Occupancy

Housing Act 1988 section 8 as amended by section 151 of the Housing Act 1996, section 97 of the Anti-social Behaviour, Crime and Policing Act 2014, and section 41 of the Immigration Act 2016 and modified by Schedule 29 to the Coronavirus Act 2020

- Please write clearly in black ink.
- Please cross out text marked with an asterisk (*) that does not apply.
- This form should be used where possession of accommodation let under an assured tenancy, an assured agricultural occupancy or an assured shorthold tenancy is sought on one of the grounds in Schedule 2 to the Housing Act 1988.
- Do not use this form if possession is sought on the "shorthold" ground under section 21 of the Housing Act 1988 from an assured shorthold tenant where the fixed term has come to an end or, for assured shorthold tenancies with no fixed term which started on or after 28th February 1997, after six months has elapsed. Form 6A 'Notice seeking possession of a property let on an Assured Shorthold Tenancy' is prescribed for these cases.
- This notice should not be served on a tenant in relation to a moratorium debt on grounds 8, 10 or 11 of Schedule 2 (with or without other grounds) during a moratorium period without the permission of the county court or any other court or tribunal where legal proceedings concerning the debt have been or could be issued or started.
- A “moratorium debt” and “moratorium period”, also known as a breathing space, have the meaning given in regulation 2 of the Debt Respite Scheme (Breathing Space Moratorium and Mental Health Crisis Moratorium) (England and Wales) Regulations 2020.
- Guidance on the breathing space is available on the Gov.UK website.

1 To: ……

*Name(s) of tenant(s)/licensee(s)**

2 Your landlord/licensor* intends to apply to the court for an order requiring you to give up possession of: ……..
.....
.....
.....
.....

Address of premises

3 Your landlord/licensor* intends to seek possession on ground(s) …… in Schedule 2 to the Housing Act 1988 (as amended), which reads: ..... …….
.....
.....
.....

Give the full text (as set out in the Housing Act 1988 (as amended) of each ground which is being relied on. Continue on a separate sheet if necessary.

4 Give a full explanation of why each ground is being relied on: ……...
.....
.....
.....

Continue on a separate sheet if necessary.

Notes on the grounds for possession

- If the court is satisfied that any of grounds 1 to 8 is established, it must make an order (but see below in respect of fixed term tenancies and breathing space).
- Before the court will grant an order on any of grounds 9 to 17, it must be satisfied that it is reasonable to require you to leave. This means that, if one of these grounds is set out in section 3, you will be able to suggest to the court that it is not reasonable that you should have to leave, even if you accept that the ground applies.
- The court will not make an order under grounds 1, 3 to 6, 9 or 16, to take effect during the fixed term of the tenancy (if there is one) and it will only make an order during the fixed term on grounds 2, 7, 7A, 8, 10 to 15 or 17 if the terms of the tenancy make provision for it to be brought to an end on any of these grounds. It may make an order for possession on ground 7B during a fixed-term of the tenancy even if the terms of the tenancy do not make provision for it to be brought to an end on this ground.
- Where the court makes an order for possession solely on ground 6 or 9, the landlord must pay your reasonable removal expenses.
- Where the landlord is notified that a breathing space has started, the landlord must not take any enforcement action against you (including serving a notice of possession or making a claim for possession in the county court) on any of grounds 8, 10 or 11 unless the court has given permission for them to do so.

5 The court proceedings will not begin until after: ……
.....

Give the earliest date on which court proceedings can be brought

Notes on the earliest date on which court proceedings can be brought

(a) Where the landlord is seeking possession on grounds 8, 10 or 11 (with or without other grounds) paragraphs b to e and g to k below set out the earliest date on which proceedings can be brought unless a breathing space has started.

(b) Where the landlord is seeking possession on any of grounds 1 to 6, 9, 12, 13, 15 or 16, or grounds 8, 10 or 11, if at the time the notice is served less than four months' rent is unpaid, (without ground 7A or 14) unless a breathing space has started, court proceedings cannot begin earlier than four months from the date this notice is served on you, (except in the case of a notice served on or after 1 August 2021 on any of grounds 8, 10 or 11 without any other grounds).

(c) Where the landlord is seeking possession on any of grounds 8, 10 or 11 without any other grounds if the notice is served on you on or after 1 August 2021 and less than four months' rent is unpaid, unless a breathing space has started, court proceedings cannot begin earlier than two months from the date this notice is served on you .

(d) Where the landlord is seeking possession on grounds 7 (without ground 7A or 14) and the paragraphs above does not apply, court proceedings cannot begin earlier than two months from the date this notice is served on you.

(e) Where the landlord is seeking possession on grounds 8, 10 or 11 if at the time the notice is served at least four months' rent is unpaid (without ground 7A or 14) and the paragraphs above do not apply, unless a breathing space has started, court proceedings cannot begin earlier than four weeks from the date this notice is served on you.

(f) Where the landlord is seeking possession on grounds 8, 10 or 11 (with or without other grounds) and has been notified after this notice has been served that a breathing space has started, court proceedings cannot begin while enforcement action against you has been paused in line with the rules of the debt respite scheme. You should contact your debt advice provider for advice on the earliest date the court proceedings can begin.

(g) Where the landlord is seeking possession on grounds 7B, 14A, 14ZA or 17 (without ground 7A or 14) and the paragraphs above do not apply, court proceedings cannot begin earlier than two weeks from the date this notice is served on you.

(h) Where the landlord is seeking possession on grounds 1, 2, 5 to 7, 9 or 16 (without ground 7A or 14) court proceedings also cannot begin before the date on which the tenancy (had it not been assured) could have been brought to an end by a notice to quit served at the same time as this notice.

(i) Where the landlord is seeking possession on ground 7A (with or without other grounds), court proceedings cannot begin earlier than 1 month from the date this notice is served on you and not before the date on which the tenancy (had it not been assured) could have been brought to an end by a notice to quit served at the same time as this notice. A notice seeking possession on ground 7A must be served on you within specified time periods which vary depending on which condition is relied upon:

- Where the landlord proposes to rely on condition 1, 3 or 5: within 12 months of the conviction (or if the conviction is appealed: within 12 months of the conclusion of the appeal);

- Where the landlord proposes to rely on condition 2: within 12 months of the court's finding that the injunction has been breached (or if the finding is appealed: within 12 months of the conclusion of the appeal);
- Where the landlord proposes to rely on condition 4: within 3 months of the closure order (or if the order is appealed: within 3 months of the conclusion of the appeal).

(j) Where the landlord is seeking possession on ground 14 (with or without other grounds other than ground 7A), court proceedings cannot begin before the date this notice is served.

(k) Where the landlord is seeking possession on ground 14A, court proceedings cannot begin unless the landlord has served, or has taken all reasonable steps to serve, a copy of this notice on the partner who has left the property.

(l) After the date shown in section 5, unless a breathing space has started, court proceedings may be begun at once but not later than 12 months from the date on which this notice is served. After this time the notice will lapse and a new notice must be served before possession can be sought. If a breathing space started after this notice has been served, this deadline may be different. If you are unsure about when court proceedings can begin, you should seek advice on your individual circumstances.

6 Name and address of landlord/licensor*.

To be signed and dated by the landlord or licensor or the landlord's or licensor's agent (someone acting for the landlord or licensor). If there are joint landlords each landlord or the agent must sign unless one signs on behalf of the rest with their agreement.

Signed ..... *Date* ……
.....
.....

Please specify whether: landlord / licensor / joint landlords / landlord's agent

Name(s) (Block Capitals)……
……

Address ……
……
……

Telephone: Daytime ..... Evening ……..

What to do if this notice is served on you

(a) This notice is the first step requiring you to give up possession of your home. You should read it very carefully.

(b) Your landlord cannot make you leave your home without an order for possession issued by a court. By issuing this notice your landlord is informing you that he intends to seek such an order. If you are willing to give up possession without a court order, you should tell the person who signed this notice as soon as possible and say when you are prepared to leave.

(c) Whichever grounds are set out in section 3 of this form, the court may allow any of the other grounds to be added at a later date. If this is done, you will be told about it so you can discuss the additional grounds at the court hearing as well as the grounds set out in section 3.

(d) If you need advice about this notice, and what you should do about it, take it immediately to a citizens' advice bureau, a housing advice centre, a law centre or a solicitor.

(e) If you have been served this notice and a breathing space has started, you should inform your debt advisor.

(f) If you require advice on problem debt including rent arrears, you can contact a professional debt advice provider. The Money Advice Service provides guidance on finding a debt advisor on its website.

FORM 6A

Notice seeking possession of a property let on an Assured Shorthold Tenancy

Housing Act 1988 section 21(1) and (4) as amended by section 194 and paragraph 103 of Schedule 11 to the Local Government and Housing Act 1989 and section 98(2) and (3) of the Housing Act 1996 and modified by Schedule 29 to the Coronavirus Act 2020

- Please write clearly in black ink. Please tick boxes where appropriate.
- This form should be used where a no fault possession of accommodation let under an assured shorthold tenancy (AST) is sought under section 21(1) or (4) of the Housing Act 1988.
- There are certain circumstances in which the law says that you cannot seek possession against your tenant using section 21 of the Housing Act 1988, in which case you should not use this form. These are:
  - (a) during the first four months of the tenancy (but where the tenancy is a replacement tenancy, the four month period is calculated by reference to the start of the original tenancy and not the start of the replacement tenancy – see section 21(4B) of the Housing Act 1988);
  - (b) where the landlord is prevented from retaliatory eviction under section 33 of the Deregulation Act 2015;
  - (c) where the landlord has not provided the tenant with an energy performance certificate, gas safety certificate or the Ministry of Housing, Communities and Local Government's publication "How to rent: the checklist for renting in England" (see the Assured Shorthold Tenancy Notices and Prescribed Requirements (England) Regulations 2015);
  - (d) where the landlord has not complied with the tenancy deposit protection legislation;
  - (e) where a property requires a licence but is unlicensed (NB see section 75 of the Housing Act 2004 which relates to Houses in Multiple Occupation ("HMO"); or
  - (f) where the landlord is prevented under section 17 of the Tenant Fees Act 2019. (NB No section 21 notice may be given in relation to a tenancy where a landlord has breached section 1(1) or Schedule 2 of that Act so long as all or part of the prohibited payment or holding deposit has not been repaid to the relevant person or applied to the rent or deposit with the consent of the relevant person.)
- Landlords who are unsure about whether they are affected by these provisions should seek specialist advice.
- This form must be used for all ASTs created on or after 1 October 2015 except for statutory periodic tenancies which have come into being on or after 1 October 2015 at the end of fixed terms ASTs created before 1 October 2015. There is no obligation to use this form in relation to ASTs created prior to 1 October 2015, however it may nevertheless be used for all AST.

What to do if this notice is served on you

- You should read this notice very carefully. It explains that your landlord has started the process to regain possession of the property referred to in section 2 below.
- You are entitled to *at least four months' notice* before being required to give up possession of the property. However, if your tenancy started on a periodic basis without any initial fixed term a longer notice period (up to a maximum of six months) may be required depending on how often you are required to pay rent (for example, if you have a periodic tenancy which is half yearly or annual, you must be given at least six months' notice. The date you are required to leave should be shown in section 2 below. After this date the landlord can apply to court for a possession order against you.
- Where your tenancy is terminated before the end of a period of your tenancy (e.g. where you pay rent in advance on the first of each month and you are required to give up possession in the middle of the month), you may be entitled to repayment of rent from the landlord under section 21C of the Housing Act 1988.
- If you need advice about this notice, and what you should do about it, take it immediately to a Citizens' Advice Bureau, a housing advice centre, a law centre or a solicitor.

Information for tenants who have received this notice and are concerned they may be at risk of homelessness

- If you are a tenant and you believe you are at risk of homelessness as a result of receiving an eviction notice, then you should consider contacting your local authority for support. Local authorities have a legal duty to provide homeless people or people who are at risk of becoming homeless within 56 days with advice and support to find a new home. More information on the process that must be followed by landlords when seeking to evict a tenant is available at https://www.gov.uk/private-renting-evictions.
- You can also get advice and support from your local Citizens' Advice Bureau, a housing advice centre, a law centre or a solicitor. Free independent advice is also available from Shelterline on 0808 800 4444 or via the Shelter website at: https://www.shelter.org.uk/.

1. To:

   Name(s) of tenant(s) (Block Capitals)

   ……

   ……

2. You are required to leave the below address after [ ][1]. If you do not leave, your landlord may apply to the court for an order under Section 21(1) or (4) of the Housing Act 1988 requiring you to give up possession.

   Address of premises

   ……

   ……

   ……

   ……

3. This notice is valid for *eight months only* from the date of issue unless you have a periodic tenancy under which more than *four months' notice* is required in which case this notice is valid for four months only from the date specified in section 2 above.

4. Name and address of landlord

   To be signed and dated by the landlord or their agent (someone acting for them). If there are joint landlords each landlord or the agent should sign unless one signs on behalf of the rest with their agreement.

   Signed …… *Date* ……

   ……

   ……

   Please specify whether: ☐ landlord ☐ joint landlords ☐ landlord's agent

   Name(s) (Block Capitals)

   ……

   ……

   ……

   Address(es) of signatory/signatories

   ……

   ……

   ……

   ……

   Telephone number of signatory/signatories

   ……

   ……

[1] Landlords should insert a calendar date here. The date should allow sufficient time to ensure that the notice is properly served on the tenant(s). This will depend on the method of service being used and landlords should check whether the tenancy agreement makes specific provision about service. Where landlords are seeking an order for possession on a periodic tenancy under section 21(4) of the Housing Act 1988, the notice period should also not be shorter than the period of the tenancy (up to a maximum of six months), e.g. where there is a periodic tenancy which is six-monthly or annual you must be given at least six months' notice.

EXPLANATORY NOTE

(This note is not part of the Regulations)

The Assured Tenancies and Agricultural Occupancies (Forms) (England) (Amendment) and Suspension (Coronavirus) Regulations 2021 come into force on 1st June 2021.

Sections 8(3) and 21(8) of the Housing Act 1988 (c. 50) ("the 1998 Act") give the Secretary of State power to prescribe the form of a notice of intention to seek possession of a dwelling house in England in relation to an assured and an assured shorthold tenancy respectively. The relevant forms are prescribed in the Assured Tenancies and Agricultural Occupancies (Forms) (England) Regulations 2015 (S.I. 2015/620).

Sections 8 and 21 of the 1988 Act were modified respectively by paragraphs 6 and 7 of Schedule 29 to the Coronavirus Act 2020 (c. 7) ("the Schedule") in relation to notices of intention to seek possession of a dwelling house during the relevant period which began on 25th March 2020 and ends on 30th September 2021. The relevant period (which is defined in paragraph 1 of the Schedule) was extended in relation to England by S.I. 2020/914, S.I. 2021/284 and S.I. 2021/564. S.I. 2020/924 and S.I. 2021/564 also amended paragraphs 6 and 7 of the Schedule.

These Regulations also make amendments to Form No. 3 and Form 6A to reflect the notice periods in sections 8 and 21 (respectively) of the 1988 Act as modified by paragraphs 6 and 7 of the Schedule.

A copy of the amended forms can be obtained as follows:

https://www.gov.uk/guidance/assured-tenancy-forms

Or in writing from:

Ministry for Housing, Communities and Local Government, Fry Building, 2 Marsham Street, London SW1P 4DF

A full impact assessment has not been produced for this instrument due to the temporary nature of the modifications made to sections 8 and 21 of the Housing Act 1988 made by Schedule 29 to the Coronavirus Act 2020 as amended by S.I. 2021/564.

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