STATUTORY INSTRUMENTS

2026 No. 354

LANDLORD AND TENANT, ENGLAND

The Assured Tenancies (Private Rented Sector) (Prescribed Forms and Transitional Provisions) (England) Regulations 2026

Made - - - -	*18th March 2026*
Coming into force	*1st May 2026*

The Secretary of State makes these Regulations in exercise of the powers conferred by sections 8(3) and (7), 13(2), 24A(2), 39(9)(a) and (b) and 45(1) and (5) of the Housing Act 1988(**a**).

Citation, commencement and extent

1.—(1) These Regulations may be cited as the Assured Tenancies (Private Rented Sector) (Prescribed Forms and Transitional Provisions) (England) Regulations 2026.

(2) These Regulations come into force on 1st May 2026.

(3) These Regulations extend to England and Wales.

Interpretation

2. In these Regulations—

"the 1988 Act" means the Housing Act 1988;

"the 2025 Act" means the Renters' Rights Act 2025(**b**);

"private assured tenancy" means an assured tenancy(**c**) that is not a social housing assured tenancy;

"social housing assured tenancy" means an assured tenancy of social housing (within the meaning of Part 2 of the Housing and Regeneration Act 2008(**d**)) where the landlord is a private registered provider of social housing.

Prescribed forms for private assured tenancies

3.—(1) In relation to private assured tenancies, the forms prescribed for the purposes of Part 1 of the 1988 Act are—

(**a**) 1988 c. 50. Section 8(3) is amended by section 151 of the Housing Act 1996 (c. 52), section 97 of the Anti-social Behaviour, Crime and Policing Act 2014 (c. 12) and section 3 of the Renters' Rights Act 2025 (c. 26) ("2025 Act"), and subsection (7) is inserted by section 5 of the 2025 Act. Section 13(2) was amended by S.I. 2003/259 and section 6 of the 2025 Act. Section 24A is inserted by section 24 of the 2025 Act. Section 39(9) is substituted by paragraph 32 of Schedule 2 to the 2025 Act. There are other amendments not relevant to these Regulations. See section 45(1) for the definition of "prescribed".

(**b**) 2025 c. 26.

(**c**) See section 1 of the Housing Act 1988 for the definition of "assured tenancy".

(**d**) 2008 c. 17. See section 68 for the definition of "social housing".

(a) for a notice under section 39(9)(a) of the 1989 Act (statutory tenants: succession) proposing different terms, and if appropriate an adjustment to the amount of the rent, for an assured tenancy arising by way of succession from a tenancy under the Rent Act 1977(**a**) or the Rent (Agriculture) Act 1976(**b**), Form 1A in the Schedule,

(b) for an application under section 39(9)(b) of the 1988 Act (statutory tenants: succession) referring a notice under section 39(9)(a) of that Act to an appropriate tribunal, Form 2A in the Schedule,

(c) for a notice under section 8 of the 1988 Act (notice of proceedings for possession) informing a tenant or licensee that the landlord intends to begin proceedings for possession of a dwelling-house let on an assured tenancy or an assured agricultural occupancy, the version of the form published by the Secretary of State that has effect at the time the requirement applies (in this regulation "Form 3A"),

(d) for a notice under section 13(2) of the 1988 Act (increases of rent) proposing a new rent for an assured tenancy of premises, Form 4A in the Schedule,

(e) for a notice under section 13(2) of 1988 Act (increases of rent) proposing a new rent or licence fee for an assured agricultural occupancy of premises, Form 5A in the Schedule,

(f) for a notice under section 24A(2) of the 1988 Act (opting out) by the landlord to the prospective tenant, stating that the tenancy is not to be an assured agricultural occupancy, Form 9A in the Schedule,

or a form substantially to the like effect.

(2) Form 3A referred to in paragraph (1)(c) must be—

(a) published by the Secretary of State on a website maintained by or on behalf of the Secretary of State, and

(b) made available for inspection by members of the public during normal office hours at the principal office of the Secretary of State.

Revocations

4. The Assured Tenancies and Agricultural Occupancies (Forms) (England) Regulations 2015(**c**) are revoked in relation to any private assured tenancy.

Savings and transitional provisions

5.—(1) Notwithstanding the revocation in regulation 4, the Assured Tenancies and Agricultural Occupancies (Forms) (England) Regulations 2015, as they had effect immediately before 1st May 2026, continue to apply—

(a) in relation to a private assured tenancy to which paragraph 3 of Schedule 6 to the 2025 Act applies, until the possession proceedings referred to in paragraph 3 of Schedule 6 to that Act are concluded;

(b) in relation to a private assured tenancy to which paragraph 4 of Schedule 6 to the 2025 Act applies, until the notice under section 21 of the 1988 Act ceases to be valid by virtue of paragraph 4(3) of Schedule 6 to the 2025 Act;

(c) in relation to a private assured tenancy to which paragraph 16 of Schedule 6 to the 2025 Act applies, until the possession proceedings referred to in paragraph 16 of Schedule 6 to that Act are concluded including where there is a delay to the conclusion of those proceedings due to operation of regulation 8 or 9 of the Breathing Space Regulations;

(d) in relation to a private assured tenancy to which paragraph 17 of Schedule 6 to the 2025 Act applies, until the notice under section 8 of the 1988 Act ceases to be valid by virtue of paragraph 17(2) of Schedule 6 to the 2025 Act including where that notice ceases to be

(**a**) 1977 c. 42.
(**b**) 1976 c. 80.
(**c**) S.I. 2015/620.

valid following an extension to the applicable period in paragraph 17 due to operation of regulation 8 or 9 of the Breathing Space Regulations;

(e) in relation to the prescribed form of a saved section 6 application in respect of a private assured tenancy, where a notice under section 6(2) of the 1988 Act to which that application relates was given before 1st May 2026;

(f) in relation to the prescribed form of a saved rent increase application in respect of a private assured tenancy, where a notice under section 13(2) of the 1988 Act to which that application relates was given before 1st May 2026.

(2) In this regulation—

"the Breathing Space Regulations" means the Debt Respite Scheme (Breathing Space Moratorium and Mental Health Crisis Moratorium) (England and Wales) Regulations 2020(**a**);

"saved rent increase application" means an application, made on or after 1st May 2026, under section 13(4) of the 1988 Act, as that provision had effect immediately before 1st May 2026;

"saved section 6 application" means an application, made on or after 1st May 2026, under section 6(3) of the 1988 Act, as that provision had effect immediately before 1st May 2026.

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

Matthew Pennycook
Minister of State
18th March 2026 Ministry of Housing, Communities and Local Government

SCHEDULE

Regulation 3

Forms: private assured tenancies

(**a**) S.I. 2020/1311.

Ministry of Housing, Communities & Local Government

Form 1A

Notice proposing different terms for an assured tenancy arising by way of succession under the Rent Act 1977 or the Rent (Agriculture) Act 1976 in the private rented sector

Section 39(9) Housing Act 1988, as amended

For use in the private rented sector in England only.

This notice can be used by either a landlord or a tenant to propose changes to the terms of an assured tenancy, which arises by succession under the Rent Act 1977 or the Rent (Agriculture) Act 1976.

This notice must be served no later than the first anniversary of the date on which the predecessor, who held a fixed-term tenancy under the Rent Act 1977 or Rent (Agriculture) Act 1976, died.

Do not use this notice if you are a landlord proposing only an increase in rent with no change in any other terms. Instead you should use: **Form 4A: Landlord's notice proposing a new rent for assured tenancies in the private rented sector** or **Form 5A: Landlord's or Licensor's notice proposing a new rent or licence fee under an assured agricultural occupancy in the private rented sector**. These forms contain guidance on when such a rent increase can take place, and are available at GOV.UK.

Information for the recipient

This notice is your landlord or tenant proposing different terms for your new assured tenancy now that it has replaced the previous Rent Act 1977 or Rent (Agriculture) Act 1976 tenancy. This assured tenancy replaced the previous tenancy on the death of the previous tenant. During the first year of the assured tenancy, either the landlord or the tenant can propose new terms.

The existing and proposed new terms are set out below.

If you disagree with the proposed terms, try to negotiate with your landlord or tenant. Alternatively, you can refer this notice to the tribunal for a decision on the terms that might reasonably be found in the assured tenancy. **This must be done within three months of the date the notice is served.**

There is information at the end of this notice on what to do if you receive this notice, and where you can seek advice.

©Crown copyright 2026

1. Recipient(s) details

1.1 Name(s) of recipient(s)

Note: You can complete and sign this notice electronically or by hand.

Note 1.1: Give the full name of the person or people receiving this form. If they are joint landlords or joint tenants, enter the names of each landlord or tenant.

1.2 Recipient(s) type (capacity)

☐ Landlord(s)

☐ Tenant(s)

2. Tenancy address

2.1 Address of the premises the Assured Tenancy relates to

First line of address

Second line of address

Town or city

County (optional)

Postcode

3. Key tenancy dates

3.1 This assured tenancy started on

Day Month Year

Note 3.1: This date is usually the date that the previous tenant died.

This notice must be served no later than the first anniversary of the death of the tenant.

3.2. The sender of this notice (either the tenant or the landlord) is proposing different terms for the assured tenancy that succeeded the Rent Act 1977 or Rent (Agriculture) Act 1976 tenancy which has now ended. The sender proposes that the new terms begin on

Day Month Year

Note 3.2: This date must be at least three months after the date on which this notice is served.

4. Proposed changes to terms

4.1 The existing provisions of the tenancy to be changed are

Note 4.1: Provide the details of the existing provisions of the tenancy agreement which you are seeking to change.

Attach the relevant sections of the tenancy agreement if available.

A written statement of terms or tenancy agreement should have been provided within 28 days of the landlord acknowledging the tenancy arising by succession.

Continue on a separate sheet if necessary.

4.2 The proposed changes are:

Note 4.2: Provide details of the changes you are proposing to the tenancy.

Continue on a separate sheet if necessary.

5. Current rent

If a change to rent is also proposed, Sections 5 and 6 should be completed.

If this does not apply, **Go to Section 7**.

5.1 The current rent is

Current rent	Frequency (per week, per month)
£	

Note 5.1: Insert how often the rent is paid, such as per week, fortnight, four weeks, month. This is the tenancy period. This must be a month or less.

6. Proposed new rent

You should only propose a change to the rent in this form if it is to take account of the proposed new terms in **Section 4**. A change may be made if either the landlord or the tenant considers it appropriate.

If this does not apply, **Go to Section 7.**

6.1 The proposed new rent is

Proposed new rent	Frequency (per week, per month)
£	

Note 6.1: Insert how often the rent should be paid, such as per week, fortnight, four weeks, month. This is the tenancy period. This must be a month or less.

6.2 Payments for certain bills or charges may be included in your rent. The amount of the charges per tenancy period (if any) are

	Amount included and separately identified (enter 'nil' if appropriate)	
Charges	**Existing charge**	**Proposed new charge**
Council tax	£	£
Water charges	£	£
Electricity, gas or other fuel	£	£
Communication services	£	£
Fixed service charges	£	£

Note 6.2: It is helpful for the tenant(s) to understand the breakdown of any charges included in the rent.

Only include charges which are included in the rent and which the tenant does not pay directly to a third party, or to the landlord in addition to rent.

As this represents a part of the full rent, the frequency is the same as the tenancy period mentioned in **question 6.1**.

Communication services can include access to a landline telephone, the internet, cable TV and satellite TV.

Follow the guidance in **Note A** at the end of this notice.

7. Details of the landlord(s) or tenant(s) proposing the changes

7.1 Name(s)

Note 7.1: Give the names of those proposing the changes.

7.2 Signed

Note 7.2: This notice should be signed by the person who is proposing the changes.

If there are joint landlords or joint tenants, each of them must sign under 'Additional Signatures' unless one signs on behalf of the rest with their agreement.

Print name

☐ Landlord
☐ Landlord's agent
☐ Tenant
☐ Tenant's agent

Date
Day Month Year

Contact information for the signatory:

7.3 Address

Note 7.3: The recipient of this notice must be able to contact at least one of the senders to discuss the proposed terms. Please insert the contact information for the person who signed this notice in **question 7.2** above.

First line of address

Second line of address

Town or city

County (optional)

Postcode

7.4 Contact details

Phone number

Email

Additional signatures

1. Signature, full name, address, and capacity of signatory

2. Signature, full name, address, and capacity of signatory

3. Signature, full name, address, and capacity of signatory

8. What to do if you receive this notice.

8.1 If you agree with the new terms and rent proposed, do nothing. They will become the terms of the tenancy agreement on the date shown in **question 3.2**.

8.2 If you don't agree with the proposed terms and/or any adjustment of the rent, there are steps you must take before the date shown in **question 3.2**. The new terms will start from this date unless you take one of the following actions:

- Agree different terms with the person who sent you this notice.
- Refer the matter to the tribunal if you cannot reach agreement with the person who sent you this notice. If you do this, inform the person who sent you this notice so they do not assume you agree to the new terms. If you prefer not to discuss it, you may refer the matter directly to the tribunal.

  You must apply to the tribunal within 3 months, beginning on the date that the notice is served. **Form 2A: Application referring a notice proposing different terms for an assured tenancy arising by way of succession under the Rent Act 1977 or the Rent (Agriculture) Act 1976 to the tribunal in the private rented sector** is available at GOV.UK.

  The tribunal will decide what, if any, changes should be made to the terms of the tenancy and, if applicable, the amount of the new rent.

8.3 If you have any questions about this notice, or concerns about rent payments or proposed changes to the tenancy, speak with the person who sent you this notice, and/or seek advice. These are places you can find advice:

- the Shelter website: www.shelter.org.uk
- a Citizens Advice, housing advice centre, or law centre
- a legal representative - you can find a solicitor at: https://solicitors.lawsociety.org.uk/

If you're worried about becoming homeless, you should contact your local council for support.

Note A: Guidance on charges included in rent

A1. In the second and third columns of the table in **question 6.2**, write either 'nil' or the amount of the proposed charge (which may be the same as now).

Only include bills or charges if they are included within the rent and the tenant does not pay these directly to a third party, or to the landlord in addition to rent. Only include service charges where the tenant has agreed in the tenancy agreement to pay a fixed amount.

Do not include any variable service charges (within the meaning of section 18 of the Landlord and Tenant Act 1985) that change based on costs.

Extra sheets

Include the number of the section and question which is being continued.

Signature

If necessary, continue on a separate sheet, remembering to sign and date it.

Date

Day Month Year

Ministry of Housing, Communities & Local Government

Form 2A

Application referring a notice proposing different terms for an assured tenancy arising by way of succession under the Rent Act 1977 or the Rent (Agriculture) Act 1976 to the tribunal in the private rented sector

Section 39(9) Housing Act 1988, as amended

For use in the private rented sector in England only.

This form is for landlords or tenants who have been served with **Form 1A: Notice proposing different terms for an assured tenancy arising by way of succession under the Rent Act 1977 or the Rent (Agriculture) Act 1976 in the private rented sector**, if you do not agree with the terms proposed.

Form 1A is served under section 39(9) of the Housing Act 1988 (as amended) and proposes a variation to the terms of the assured tenancy which arises by succession under the Rent Act 1977 or the Rent (Agriculture) Act 1976 because the predecessor dies.

When you have completed this form, please send it to the tribunal with a copy of the notice (**Form 1A**) served on you proposing the new terms of the assured tenancy.

©Crown copyright 2026

1. Tenancy address

1.1 Address of the premises the assured tenancy relates to

First line of address

Second line of address

Town or city

County (optional)

Postcode

Note: You can complete and sign this notice electronically or by hand.

Note 1.1: This should be the same address as in **question 2.1** in the notice that is being referred to the tribunal (**Form 1A**).

2. Applicant(s) information

2.1 Name(s) of applicant(s)

Note 2.1: You are the applicant if you are asking the tribunal to make a decision on the proposed changes to the terms of the tenancy. Give your full name. If you are a joint landlord or joint tenant, enter the names of each tenant or landlord. Agents and legal representatives should not be named here but in **question 2.6**.

2.2 Applicant(s) type (capacity)

☐ Landlord(s)

☐ Tenant(s)

2.3 Applicant's address - **if different from question 1.1**

First line of address

Second line of address

Town or city

County (optional)

Postcode

Note 2.3 and 2.4: If there is more than one applicant, provide the address and contact details of the person you would like to be contacted on behalf of the others (with their agreement).

If you would like all parties to be contacted, provide additional contact details on a separate sheet.

2.4 Applicant's contact details

Phone number

Email

Details of applicant(s) representative

2.5 Do you have a representative?

☐ Yes. **Go to question 2.6.**

☐ No. **Go to Section 3.**

Note 2.5: A representative is someone you want to represent you in dealing with the tribunal. If you appoint a representative, the tribunal office will only correspond with your representative.

2.6 Representative's name

First name

Last name

2.7 Representative's contact details

Company name

First line of address

Second line of address

Town or city

County (optional)

Postcode

Phone number(s)

Email

3. Respondent(s) information

3.1 Names of respondent(s)

Note 3.1: The respondent is the person who sent you **Form 1A**. It is either your landlord or tenant.

If it was sent to you by joint landlords or joint tenants, enter the names of each tenant or landlord. Agents should not be named here, but in **question 3.6**.

3.2 Respondent(s) type (capacity)

☐ Landlord(s)

☐ Tenant (s)

3.3 Respondent's address

Note 3.3 and 3.4: If the respondents are joint tenants or joint landlords, provide the address and contact details included in **questions 7.3 and 7.4** in **Form 1A**.

First line of address

Second line of address

Town or city

County (optional)

Postcode

3.4 Respondent's contact details

Phone number

Email

Details of respondent(s) representative

3.5 Does the respondent have a representative?

☐ Yes. **Go to question 3.6.**

☐ No. **Go to Section 4.**

Note 3.5: If you are aware that the respondent has appointed a representative, give their details here.

3.6 Representative's name

First name

Last name

3.7 Representative's contact details

Company name

First line of address

Second line of address

Town or city

County (optional)

Postcode

Phone number(s)

Email

4. Details of tenancy

4.1 The day that this assured tenancy first began was

Day Month Year

Note 4.1: This date is usually the date that the previous tenant died.

4.2 Is there a written tenancy agreement or written statement of terms?

- ☐ Yes. **Attach a copy of the written tenancy agreement or written statement of terms with a note of the proposed variations.**
- ☐ No

Note 4.2: A written statement of terms or tenancy agreement must be provided within 28 days of the landlord acknowledging the tenancy arising by succession.

5. Details of premises

5.1 What type of accommodation is rented?

- ☐ Room(s)
- ☐ Flat
- ☐ Terraced house
- ☐ Semi-detached house
- ☐ Fully detached house
- ☐ Other

5.2 If it is a flat or room, what floor is it on?

Note 5.2: If the accommodation rented is on more than one floor, select all that apply.

- ☐ Basement
- ☐ Ground floor
- ☐ First floor
- ☐ Second floor
- ☐ Other

5.3 Give the number and type of rooms under the tenancy, for example, one living room, two bedrooms, one bathroom.

5.4 Does the tenancy include any other facilities, for example, a garden, garage or other separate buildings or land?

☐ Yes. **Give details of these other facilities**

☐ No

6. Furniture

6.1 Is any furniture provided under the tenancy?

☐ Yes. **Give details below.**

☐ No

Continue on a separate sheet if necessary.

7. Services

7.1 Are any services provided under the tenancy, for example, cleaning or gardening?

☐ Yes. **Give details of these services**

☐ No

7.2 Is there a separate charge made for services, maintenance, repairs, management costs or any other charges?

Note 7.2: If there are multiple types of charge, list each charge separately with how much you pay per tenancy period.

☐ Yes. **Give details below.**

☐ No

Charge types with breakdown of amount per tenancy period

7.3 Do the charges vary according to the relevant costs?

☐ Yes. **Give details of these services**

☐ No

8. Repairs

8.1 What repairs are the express responsibility of the landlord?

Note 8: Information about the express responsibility for repairs (if any) should be set out in your tenancy agreement.

If you are unsure about the repair responsibilities of the landlord or tenant, seek advice using the information provided in **Section 10** of this notice.

Continue on a separate sheet if necessary.

8.2 What repairs are the express responsibility of the tenant?

Continue on a separate sheet if necessary.

9. Statement of truth

I believe that the facts stated in this form and any continuation pages are true.

Note: The person completing this application must sign here.

If there are joint landlords or joint tenants, each of them must sign under 'Additional Signatures' unless one signs on behalf of the rest with their agreement.

Signed

Print name

☐ Landlord
☐ Landlord's agent
☐ Tenant
☐ Tenant's agent

Date
Day Month Year

Additional signatures

1. Signature, full name, address and capacity

Date
Day Month Year

2. Signature, full name, address and capacity

Date
Day Month Year

3. Signature, full name, address and capacity

Date
Day Month Year

10. Guidance

10.1 You can find support to complete this application from:

- the Shelter website: www.shelter.org.uk
- a Citizens Advice office, housing advice centre, or law centre
- a legal representative - you can find a solicitor at: https://solicitors.lawsociety.org.uk/

If you're worried about becoming homeless, you should contact your local council for support.

Extra sheets

Include the number of the section and question which is being continued.

Signature

If necessary, continue on a separate sheet, remembering to sign and date it.

Date

Day Month Year

Ministry of Housing, Communities & Local Government

Form 4A

Landlord's notice proposing a new rent for assured tenancies in the private rented sector

Housing Act 1988 section 13(2), as amended

This notice tells you that your landlord is proposing a new rent.

For use in the private rented sector in England only. For tenancies in the social rented sector, use **Form 4**.

To propose a new rent for an assured agricultural occupancy in the social rented sector use **Form 5**, and in the private rented sector use **Form 5A**.

This notice must be served on the tenant(s) at least two months before the new rent can start.

Note to landlord: You need to be able to evidence that you served the notice on your tenant. If your written tenancy agreement specifies agreed methods of service, use one of those.

If it does not you can serve it by handing it over to your tenant in person, leaving it at the tenant's address or sending it by registered post.

Information for the tenant

This notice is given by your landlord to propose that you pay an increased rent from the date in **question 4.6. You should read this notice in full immediately.**

If you disagree with the proposed rent or have any questions about this notice you should discuss it with your landlord and/or seek advice. **To challenge the proposed rent you must take action before the date given in question 4.6.**

There is information in **Section 5** on how to take action if you disagree with the proposed rent and where you can find advice.

©Crown copyright 2026

1. The tenant(s) details

1.1 Name(s) of tenant(s)

Notes to landlord: You can complete and sign this notice electronically or by hand.

Note 1.1: If it is a joint tenancy, provide the names of each of the tenants.

1.2 Address of premises to which the tenancy relates

First line of address

Second line of address

Town or city

County (optional)

Postcode

2. Details of the landlord

2.1 Name

Note 2.1: It is important that your tenant(s) can contact someone about this proposed rent increase.

2.2 Contact address

First line of address

Second line of address

Town or city

County (optional)

Postcode

2.3 Contact details

Phone number

Email

Note to landlord 2.3: Phone number and email are recommended but optional.

If you provide an email address, you agree that the tenant and the tribunal may use this address to serve documents on you.

3. Details of the agent (if applicable)

3.1 Name

3.2 Contact address

First line of address

Second line of address

Town or city

County (optional)

Postcode

3.3 Contact details

Phone number

Email

Note to agent 3.3: Phone number and email are recommended but optional.

If you provide an email address, you agree that the tenant and the tribunal may use this address to serve documents on you.

4. The rent

4.1 Current rent

£

Frequency (per week, per month)

4.2 The tenancy started on

Day Month Year

4.3 The most recent rent increase (if applicable) was on

Day Month Year

4.4 Give the date of the first rent increase after 11 February 2003.

Day Month Year

4.5 The landlord is proposing a new rent of

Amount

£

Frequency (per week, per month)

4.6 The new rent will start on

Day Month Year

4.7 Payments for certain bills or charges may be included in your rent. The amount of the charges per tenancy period (if any) are:

	Amount included and separately identified (enter 'nil' if appropriate)	
Charges	**Existing charge**	**Proposed new charge**
Council tax	£	£
Water charges	£	£
Electricity, gas or other fuel	£	£
Communication services	£	£
Fixed service charges	£	£

Notes to landlord

Note 4.1: Insert how often the rent is paid, such as per week, fortnight, four weeks, month. This is the tenancy period. This must be a month or less.

Note 4.3: If there has not been a rent increase since the start of the tenancy, leave blank.

Note 4.4: This question is required to show whether 52 weeks or 53 weeks need to pass since the last increase. See **Note A3**. If there has not been an increase since 11 February 2003, leave blank.

Note 4.5: Insert how often the rent should be paid, such as per week, fortnight, four weeks, month. This is the tenancy period. **This must be a month or less.**

Note 4.6: There are rules about how soon this date can be. See guidance in **Note A** at the end of this notice.

Note 4.7: It is helpful for the tenants to understand the breakdown of charges included in the rent. Landlords should only include charges which are included in the rent and which the tenant does not pay directly to a third party, or to the landlord in addition to rent.

As this represents a part of the full rent, the frequency is the same as the tenancy period mentioned in **question 4.5**.

Communication services can include access to a landline telephone, the internet, cable TV and Satellite TV.

Follow the guidance in **Note B** at the end of this notice.

Signed

Landlord

Landlord's Agent

Print name

Date
Day Month Year

Note to landlord: If you are joint landlords either each sign this notice using the additional signatures box below, or agree for one landlord to sign this notice on behalf of you all.

Additional signatures for joint landlords

1. Signature, full name, address, and capacity of signatory (landlord).

2. Signature, full name, address, and capacity of signatory (landlord).

3. Signature, full name, address, and capacity of signatory (landlord).

5. What you (the tenant) should do next

5.1 **If you accept the proposed new rent**, you should make arrangements to pay it.

- If you pay by standing order, update the amount. Get in touch with your bank if you are unsure how to do this.
- If you are claiming Universal Credit, you should tell the Department for Work and Pensions once the rent increase starts. You can find advice at: www.gov.uk/universal-credit/changes-of-circumstances
- If you are claiming Housing Benefit, you should tell your Housing Benefit Office in your local authority. You can find advice at: www.gov.uk/housing-benefit/report-a-change-of-circumstances
- To check affordability, you can search for Local Housing Allowance rates in your local authority at: https://lha-direct.voa.gov.uk/

5.2 **If you do not accept the new rent**, there are steps you must take before the starting date shown in **question 4.6**. The new rent will start from this date unless you take one of the following actions:

- Agree with your landlord, in writing, to change or delay the rent increase.
- Refer the new rent to the tribunal if you believe the proposed rent is higher than the market rate, or if you believe there is another problem with this notice. For example, if the landlord did not give it to you at least two months before the date of the proposed increase.

The application to the tribunal for a determination of a market rent can be found at:
https://www.gov.uk/guidance/apply-for-a-market-rent-determination

The landlord will be able to reply to your application, and you will then have the opportunity to respond to their reply.

The tribunal must receive the application before the start date your landlord has given in **question 4.6**. If you refer the proposed new rent to the tribunal, tell your landlord or they may otherwise assume you agree with the new rent.

The tribunal can consider other factors like the condition of the property when deciding what the rent for your home should be.

The tribunal will decide what rent the landlord could reasonably expect if the property were let on the open market on the same terms. The amount the tribunal decides might be higher or lower than the rent your landlord has proposed. **However, you will not be required to pay more than the rent the landlord first proposed in question 4.5.** You do not have to pay the new rent amount until the tribunal has made its decision.

You might find it helpful to check similar properties in your area to get an idea of the market rate.

5.3 If you have any questions about this notice or are worried you might not be able to pay your rent, you should speak with your landlord and/or seek advice. These are places you can find advice:

- the Shelter website: www.shelter.org.uk
- a citizens advice, housing advice centre, or law centre
- a legal representative – you can find a solicitor at: https://solicitors.lawsociety.org.uk/

If you're worried about becoming homeless, you should contact your local authority for support.

Note A: When the proposed new rent can start

A1. The date in **question 4.6** of this notice must meet the three requirements below. These requirements are set out in section 13(2) of the Housing Act 1988, as amended by the Regulatory Reform (Assured Periodic Tenancies) (Rent Increases) Order 2003 and the Renters' Rights Act 2025.

A2. **First requirement:** in all cases, this notice must be served at least two months before the new rent can start.

A3. **Second requirement:** The first rent increase cannot start until 52 weeks have passed since the tenancy began. For assured agricultural occupancies, this rule is different, and you should use **Form 5** in the social rented sector or **Form 5A** in the private rented sector.

In most cases, any further rent increase must be at least 52 weeks after the previous increase. However, the new rent date cannot be more than 6 days before the anniversary of the date given in **question 4.4**. If it would be, the landlord must wait an extra week (53 weeks in total) before the increase can start.

This rule prevents rent increase dates from drifting earlier each year, because 52 weeks is slightly less than a calendar year. It ensures that rent increases happen on a consistent annual cycle, protecting tenants from increasingly early rent demands. For example, for a weekly tenancy, the landlord could choose a fixed date such as the first Monday in April each year. This rule, introduced on 11th February 2003, is the reason for **question 4.4**.

A4. **Third requirement:** in all cases, the new rent must start at the beginning of a tenancy period. First example: if a monthly tenancy starts on the 20th of April, the new rent must start on the 20th day of the month when the increase begins. Second example: if a weekly tenancy started on a Monday, the new rent must begin on a Monday.

Note B: Guidance on charges included in the rent

B1. In the second and third columns of the table in **question 4.7**, write either 'nil' or the amount of the proposed charge (which may be the same as now). Only include bills or charges if they are included within the rent and the tenant does not pay these directly to a third party, or to the landlord in addition to rent. Only include service charges where the tenant has agreed in the tenancy agreement to pay a fixed amount.

Do not include any variable service charges (within the meaning of section 18 of the Landlord and Tenant Act 1985) that change based on costs.

Extra sheets

Include the number of the section and question which is being continued.

Signature

If necessary, continue on a separate sheet, remembering to sign and date it.

Date

Day Month Year

Ministry of Housing, Communities & Local Government

Form 5A

Landlord's or Licensor's notice proposing a new rent or licence fee under an assured agricultural occupancy in the private rented sector

Housing Act 1988 section 13(2), as amended

This notice tells you that your landlord is proposing a new rent.

For use in the private rented sector in England only. For tenancies in the Social Rented Sector, use **Form 5**.

This notice should be used when proposing a new rent under an assured agricultural occupancy. For assured tenancies in the social rented sector use **Form 4**, and for assured tenancies in the private rented sector use **Form 4A**.

This notice must be served on the tenant(s) at least two months before the new rent can start.

Information for the tenant

This notice is given by your landlord to propose that you pay an increased rent from the date in **question 4.5. You should read this notice in full immediately.**

If you disagree with the proposed rent or have any questions about this notice you should discuss it with your landlord and/or seek advice. **To challenge the rent you must take action before the date given in question 4.5**.

There is information in **Section 5** on how to take action if you disagree with the proposed rent and where you can find free advice.

Note: If you have an assured agricultural occupancy you may have a licensor instead of a landlord. In those circumstances you will be a licensee and pay a licence fee instead of a rent.

Except in **Section 2**, references in this notice to a landlord, tenant, tenancy or rent, include references to a licensor, licensee(s), license and license fee respectively.

Note to landlord: You need to be able to evidence that you served the notice on your tenant. If your written tenancy agreement specifies agreed methods of service, use one of those.

If it does not you can serve it by handing it over to your tenant in person, leaving it at the tenant's address or sending it by registered post.

©Crown copyright 2026

1. The tenant(s) details

1.1 Name(s) of tenant(s)

Notes to landlord: You can complete and sign this notice electronically or by hand.

Note 1.1: If it is a joint tenancy, provide the names of each of the tenants.

1.2 Address of the premises to which the tenancy relates

First line of address

Second line of address

Town or city

County (optional)

Postcode

2. Details of the landlord or licensor

2.1 Name

2.2 I am the

☐ Landlord

☐ Licensor

2.3 Contact address

First line of address

Second line of address

Town or city

County (optional)

Postcode

2.4 Contact details

Phone number

Email

Notes to landlord

Note 2.1: It is important that your tenant(s) or licensee(s) can contact someone about this proposed rent or licence fee increase.

Note 2.4: Phone number and email are recommended but optional.

If you provide an email address, you agree that the tenant and the tribunal may use this address to serve documents on you.

3. Details of the agent (If applicable)

3.1 Name

3.2 Contact address

First line of address

Second line of address

Town or city

County (optional)

Postcode

3.3 Contact details

Phone number

Email

Note to agent 3.3: Phone number and email are recommended but optional.

If you provide an email address, you agree that the tenant and the tribunal may use this address to serve documents on you.

4. The rent

4.1 Current rent

£

Frequency (per week, per month)

4.2 The tenancy started on

Day Month Year

4.3 The most recent rent increase (if applicable) was on

Day Month Year

4.4 The landlord is proposing a new rent of

Amount

£

Frequency (per week, per month)

4.5 The new rent will start on

Day Month Year

4.6 Payments for certain bills or charges may be included in your rent. The amount of the charges per tenancy period (if any) are:

	Amount included and separately identified (enter 'nil' if appropriate)	
Charges	**Existing charge**	**Proposed new charge**
Council tax	£	£
Water charges	£	£
Electricity, gas or other fuel	£	£
Communication services	£	£
Fixed service charges	£	£

Notes to landlord

Note 4.1: Insert how often the rent is paid, such as per week, fortnight, four weeks, month. This is the tenancy period. This must be a month or less.

Note 4.3: If there has not been a rent increase since the start of the tenancy, leave blank.

Note 4.4: Insert how often the rent should be paid, such as per week, fortnight, four weeks, month. This is the tenancy period. **This must be a month or less.**

Note 4.5: This date must not be before the first anniversary of the date given in **question 4.3**, if applicable, or otherwise in **question 4.2**, and at least two months after this notice is served on the tenant. It must also be at the beginning of a period of a tenancy. See more information in **Note A**.

Note 4.6: It is helpful for the tenants to understand the breakdown of charges included in the rent. Landlords should only include charges which are included in the rent and which the tenant does not pay directly to a third party, or to the landlord in addition to the rent.

As this represents a part of the full rent, the frequency is the same as the tenancy period mentioned in **question 4.4**.

Communication services can include access to a landline telephone, the internet, cable TV and Satellite TV.

Follow the guidance in **Note B** at the end of this notice.

Signed

Note to landlord: If you are joint landlords either each sign this notice using the additional signatures box below, or agree for one landlord to sign this notice on behalf of you all.

☐ Landlord's or Licensor's Agent

☐ Landlord

☐ Licensor

Print name

Date

Day Month Year

Additional signatures for joint landlords

1. Signature, full name, address, and capacity of signatory (landlord).

2. Signature, full name, address, and capacity of signatory (landlord).

3. Signature, full name, address, and capacity of signatory (landlord).

5. What you (the tenant) should do next

5.1 **If you accept the proposed new rent,** you should make arrangements to pay it.

- If you pay by standing order, update the amount. Get in touch with your bank if you are unsure how to do this.
- If you are claiming Universal Credit, you should tell the Department for Work and Pensions once the rent or licence fee increase starts. You can find advice at: www.gov.uk/universal-credit/changes-of-circumstances
- If you are claiming Housing Benefit, you should tell your Housing Benefit Office in your local authority. You can find advice at: www.gov.uk/housing-benefit/report-a-change-of-circumstances
- To check affordability, you can search for Local Housing Allowance rates in your local authority at: https://lha-direct.voa.gov.uk/

5.2 **If you do not accept the new rent,** there are steps you must take before the date shown in **question 4.5**.

The new rent will start from this date unless you take one of the following actions:

- Agree with your landlord in writing to change or delay the new rent.
- Refer the new rent to the tribunal if you believe the proposed rent is higher than the market rate, or if you believe there is another problem with this notice. For example, if the landlord did not give it to you at least two months before the date of the proposed increase.

The application to the tribunal for a determination of a market rent can be found at: https://www.gov.uk/guidance/apply-for-a-market-rent-determination

The landlord will be able to reply to your application, and you will then have the opportunity to respond to their reply.

The tribunal must receive the application before the start date your landlord has given in **question 4.5**. If you refer the proposed new rent to the tribunal, tell your landlord or they may otherwise assume you agree with the new rent.

The tribunal can consider other factors like the condition of the property when deciding what the rent for your home should be.

The tribunal will decide what rent the landlord could reasonably expect if the property were let on the open market on the same terms. The amount the tribunal decides might be higher or lower than the rent your landlord has proposed. **However, you will not be required to pay more than the rent the landlord first proposed in question 4.4**. You do not have to pay the new rent amount until the tribunal has made its decision.

You might find it helpful to check similar properties in your area to get an idea of the market rate.

5.3 If you have any questions about this notice or are worried you might not be able to pay your rent, you should speak with your landlord and/or seek advice. These are places you can find advice:

- the Shelter website: www.shelter.org.uk
- a citizens advice, housing advice centre, or law centre
- a legal representative - you can find a solicitor at https://solicitors.lawsociety.org.uk/

If you're worried about becoming homeless, you should contact your local authority for support.

Note A: When the proposed new rent can start

A1. The date in **question 4.5** of this notice must meet the three requirements below. These requirements are set out in section 13(2) of the Housing Act 1988, as amended by the Regulatory Reform (Assured Periodic Tenancies) (Rent Increases) Order 2003 and the Renters' Rights Act 2025.

A2. **First requirement:** in all cases, this notice must be served at least two months before the new rent can start.

A3. **Second requirement:** A rent increase cannot start until at the least the first anniversary of the last increase, or the date the tenancy began if there has not been an increase. This means a landlord can increase the rent only once a year.

A4. **Third requirement:** in all cases, the new rent must start at the beginning of a tenancy period. First example: if a monthly tenancy starts on the 20th of April, the new rent must start on the 20th day of the month when the increase begins. Second example: if a weekly tenancy started on a Monday, the new rent must begin on a Monday.

Note B: Guidance on charges included in the rent

B1. In the second and third columns of the table in **question 4.6**, write either 'nil' or the amount of the proposed charge (which may be the same as now).

Only include bills or charges if they are included within the rent and the tenant does not pay these directly to a third party, or to the landlord in addition to rent. Only include service charges where the tenant has agreed in the tenancy agreement to pay a fixed amount.

Do not include any variable service charges (within the meaning of section 18 of the Landlord and Tenant Act 1985) that change based on costs.

Extra sheets

Include the number of the section and question which is being continued.

Signature

If necessary, continue on a separate sheet, remembering to sign and date it.

Date

Day Month Year

Ministry of Housing, Communities & Local Government

Form 9A

Landlord's notice proposing an assured tenancy where the tenancy meets the conditions for an assured agricultural occupancy in the private rented sector

Section 24A(2) Housing Act 1988

For use in the private rented sector in England only.

This notice must be given to the tenant(s) before offering an assured tenancy, if the agricultural worker condition under Schedule 3 of the Housing Act 1988 applies to the property.

This notice cannot be used where the landlord has already granted the prospective tenant (or one of the joint tenants) a tenancy or licence under section 24 of the Housing Act 1988 (an assured agricultural occupancy).

This notice does not commit the tenant to taking the tenancy.

Information for the tenant

This notice is to tell you that your tenancy is to be an assured tenancy. This means that your prospective landlord has opted out of offering an assured agricultural occupancy. If you have any questions about this notice you should discuss it with your prospective landlord or seek advice.

There is information at the end of the notice on where you can find advice.

©Crown copyright 2026

1. Name(s) of tenant(s)

Note: You can complete and sign this notice electronically or by hand.

Note 1: Name of the proposed tenant. If a joint tenancy is being offered, enter the names of each of the joint tenants.

2. You are proposing to take a tenancy at the following address

First line of address

Second line of address

Town or city

County (optional)

Postcode

3. Proposed start of the tenancy

Day Month Year

4. Details of the landlord or agent

4.1 Name

4.2 I am the

☐ Landlord

☐ Agent

4.3 Contact address

First line of address

Second line of address

Town or city

County (optional)

Postcode

Note 4.3: It is important that your tenant(s) can contact someone about this notice.

A contact address of a landlord or agent is required.

4.4 Contact details

Phone number

Email

Note 4.4: Phone number and email are recommended but optional.

If you provide an email address, you agree that the tenant may use this address to serve documents on you.

4.5 Signed

Print name

Date

Day Month Year

Note 4.5: If you are joint landlords either each sign this notice using the additional signatures box below, or agree for one landlord to sign this notice on behalf of you all.

Additional signatures for joint landlords

1. Signature, full name, address, and capacity of signatory (landlord).

2. Signature, full name, address, and capacity of signatory (landlord).

3. Signature, full name, address, and capacity of signatory (landlord).

5. Guidance for tenant(s)

5.1 As an assured tenant, you have the right to stay in the property unless your landlord regains possession under Section 8 of the Housing Act 1988. If your landlord wants to end the tenancy, they must give the correct amount of notice. They should use **Form 3A: Notice seeking possession of a property let on an assured tenancy or an assured agricultural occupancy in the private rented sector** published on GOV.UK. Your landlord must give a valid reason for seeking possession. If you do not leave after the notice period has expired, your landlord can apply to the court to regain possession.

If you want to end the tenancy, you must give at least two months' notice unless you and your landlord have agreed a shorter period. You can give notice to end the tenancy at any point.

5.2 As an assured tenant, you have the right to apply to a tribunal for a determination of the market rent for the tenancy. The application to the tribunal for a determination of the market rent can be found at: https://www.gov.uk/guidance/apply-for-a-market-rent-determination

You can apply for a market rent determination in the first six months of the tenancy. You can also apply later if you believe a proposed rent increase is higher than the market rate.

You can also refer a rent increase notice to the tribunal for a determination if you believe the notice is invalid.

5.3 If you have any questions about this notice you should speak with your prospective landlord and/or seek advice. These are places you can find advice:

- the Shelter website: www.shelter.org.uk
- a citizens advice, housing advice centre, or law centre
- a legal representative - you can find a solicitor at: https://solicitors.lawsociety.org.uk/

EXPLANATORY NOTE

(This note is not part of the Regulations)

These Regulations make provision in relation to the forms to be used under the Housing Act 1988 in relation to a private sector assured tenancy.

Regulation 3 prescribes the new forms, set out in the Schedule, which are to apply to any assured tenancy (except an assured tenancy in relation to social housing). In relation to the notice for possession proceedings under section 8 of the Housing Act 1988, the regulation provides for this to be a form published by the Secretary of State (as replaced from time to time) and sets out the requirements in relation to its publication which include the form being available for inspection during normal office hours at the principal offices of the Secretary of State (2 Marsham Street, London, SW1P 4DF).

Regulation 4 revokes the Assured Tenancies and Agricultural Occupancies (Forms) (England) Regulations 2015 in relation to any private assured tenancy.

Regulation 5 makes transitional provisions in relation to cases where the existing forms in the Assured Tenancies and Agricultural Occupancies (Forms) (England) Regulations 2015 will continue to apply.

An impact assessment has not been prepared for this instrument as a full assessment was produced in relation to the 2025 Act. Copies can be obtained at https://publications.parliament.uk/pa/bills/cbill/59-01/0127/amend/Renters_Rights_Bill-IA.pdf or from the Ministry of Housing, Communities and Local Government at 2 Marsham Street, London, SW1P 4DF.

© Crown copyright 2026

Printed and published in the UK by The Stationery Office Limited under the authority and superintendence of Saul Nassé, Controller of His Majesty's Stationery Office and King's Printer of Acts of Parliament.