STATUTORY INSTRUMENTS

1965 No. 1933

LANDLORD AND TENANT

The Rent Book (Forms of Notice) Regulations 1965

Made - - - -	10*th November* 1965
Laid before Parliament	17*th November* 1965
Coming into Operation	8*th December* 1965

The Minister of Housing and Local Government, in exercise of his powers under section 2(1) of the Landlord and Tenant Act 1962(**a**) and of all other powers enabling him in that behalf, hereby makes the following regulations :—

1. These regulations may be cited as the Rent Book (Forms of Notice) Regulations 1965 and shall come into operation on 8th December 1965.

2.—(1) In these regulations :—

"the Rent Acts" means the Rent and Mortgage Interest Restrictions Acts 1920 to 1939;

"existing controlled tenancy" means—

(*a*) a tenancy to which the Rent Acts apply which is not a regulated tenancy;

(*b*) a statutory tenancy which is not a regulated tenancy;

"regulated tenancy" has the meaning assigned to it by section 1(4) of the Rent Act 1965(**b**);

"statutory tenancy" has the meaning assigned to it by section 49(1) of the Housing Repairs and Rents Act 1954(**c**).

(2) The Interpretation Act 1889(**d**) applies to the interpretation of these regulations as it applies to the interpretation of an Act of Parliament.

3. Every rent book or other similar document used by or on behalf of a landlord in respect of a dwellinghouse which is subject to an existing controlled tenancy under which the rent is payable weekly shall contain a notice, in the form set out in Part I of the Schedule to these regulations, of the matters referred to in the said form.

4. Every rent book or other similar document used by or on behalf of a landlord in respect of a dwellinghouse which is subject to a regulated tenancy under which the rent is payable weekly shall contain a notice, in the form set out in Part II of the Schedule to these regulations, of the matters referred to in the said form.

(**a**) 10 & 11 Eliz. 2. c. 50.
(**b**) 1965 c. 75.
(**c**) 2 & 3 Eliz. 2. c. 53.
(**d**) 52 & 53 Vict. c. 63.

5. Every rent book or other similar document used by or on behalf of a landlord in respect of premises occupied by virtue of a contract to which the Furnished Houses (Rent Control) Act 1946(a) applies and under which the rent is payable weekly, shall contain a notice, in the form set out in Part III of the Schedule to these regulations, of the matters referred to in the said form.

6. The following regulations are hereby revoked :—

(*a*) In the Rent Restrictions Regulations 1957(b), Regulations 4 and 5 and Schedule 2;

(*b*) the Rent Restrictions (Amendment) Regulations 1964(c).

Given under the official seal of the Minister of Housing and Local Government on 10th November 1965.

(L.S.) *R. H. S. Crossman,*

Minister of Housing and Local Government.

SCHEDULE

PART I

Form of Notice to be inserted in every Rent Book or other similar document used in connexion with a letting of Unfurnished Premises to which the Rent and Mortgage Interest Restrictions Acts 1920 to 1939 apply on a tenancy which is not regulated under the Rent Act 1965 and under which the Rent is payable weekly.

INFORMATION FOR TENANT

1. Address of premises.

2. Name and address of landlord.

3. Name and address of agent (if any).

4. The gross value of the premises for the purposes of the Rent Act 1957 is £ s. d. per annum.

*These entries must be kept up to date.

5. The rent limit is £ s. d.* per

6. The rent payable is £ s. d.* per

7. The rent includes £ s. d.* per for rates borne by the landlord.

8. The rent also includes £ s. d.* per for services provided for you or furniture which you are entitled to use, as agreed with you or determined by the county court.

9. The rent further includes £ s. d.* per for improvements.

10. If you think the landlord is not entitled to the rent being charged, you can apply to the county court to settle the matter.

11. If you think that the premises are not in good repair, you can buy a form called "Notice by Tenant to Landlord of Defects of Repair" on which you can enter a list of defects which you think the landlord ought to remedy. Make a copy of this form, and then send the form to the landlord. You

(a) 9 & 10 Geo. 6. c. 34. (b) S.I. 1957/981 (1957 I, p. 1251).
(c) S.I. 1964/1119 (1964 II, p. 2510).

must not include defects for which you are yourself responsible. Nor must you include defects of internal decorative repair, unless the landlord is liable to you to make these good, or he has elected to be responsible for them. The notes on the form will tell you what you can do if the landlord does not remedy the defects you mention on the form, and what the position in regard to a reduction of rent will be.

12. If your rent includes a charge for services or furniture, and something happens which affects what ought to be charged, such as a change in the cost of materials or labour employed in providing the services, or a change in the services provided, the charge can be adjusted upwards or downwards by agreement between you and the landlord, or if agreement cannot be reached, by the county court.

13. Documents authorised or required by the Rent Act 1957 to be served by you on the landlord may be served on the agent (if any) named above or on the person who receives the rent. If the full name and address or place of business of the landlord is required because you want to take proceedings against him, the agent or the person who receives the rent must give you that information, if you ask him for it in writing.

14. If your landlord is an overseas company (i.e. one not incorporated in Great Britain or Northern Ireland), your rent cannot be increased unless the landlord has obtained from the local authority a certificate of repair, issued not earlier than twelve months before the service of the first notice of increase under the Rent Act 1957.

Security of tenure

15. Your landlord cannot evict you without a court order which, except in certain special cases, will be granted only if the court thinks it reasonable to do so and either there is suitable accommodation for you to go to or one of a limited number of conditions is satisfied (for example you have failed to pay rent or you or your family have been a nuisance or annoyance to neighbours).

16. It is a criminal offence for your landlord or anyone else to try to make you leave by using force, by threatening you or your family or by interfering with your home or your possessions unless authorised by the Court. If anyone does this, you should complain to the police or to your local authority.

PART II

Form of Notice to be inserted in every Rent Book or other similar document used in connexion with a letting of Unfurnished Premises on a tenancy which is regulated under the Rent Act 1965 and under which the Rent is payable weekly.

INFORMATION FOR TENANT

1. Address of premises.

2. Name and address of landlord.

3. Name and address of agent (if any).

*These entries must be kept up to date.

4. The rent payable inclusive of/exclusive of rates is £ s. d.* per week.

5. The registered rent is £ s. d.* per week.†

†If rent is registered fill in paragraph 5 and strike out paragraph 6 or 7 or both if they do not apply.

6. In addition to the registered rent £ s. d.* per week is payable by way of rates borne by the landlord.

7. The registered rent varies to take account of changes in the cost of providing services or maintaining or repairing the premises in accordance with the terms shown in the register.

If the rent has not been registered

8. The amount of rent the landlord may charge is regulated under the Rent Act 1965. Limited increases are permitted but only in certain circumstances laid down in the Act. If you think that your landlord is not entitled to the rent being charged or that he is making an increase which is not permitted you should consult a solicitor or a Citizens' Advice Bureau.

9. When the rent registration service is operating in your area you or your landlord or both of you acting together may at any time apply to the Rent Officer to have a fair rent registered for the premises. Your local council or a Citizens' Advice Bureau will be able to tell you his address.

If the rent has been registered

10. The landlord may not charge more rent than is shown on the register. He may add to this the amount of the rates he pays for the premises if there is a note on the register to say that he pays the rates. In certain special cases the registered rent may vary to take account of changes in the cost of providing services or maintaining or repairing the premises but only if this is shown by a note on the register.

11. The registered rent cannot be changed without applying to the Rent Officer. For three years after registration no new application can be made except by you and the landlord acting together or where there has been a change in the circumstances taken into account when the rent was registered—for example a change in the terms of the tenancy or in the state of repair of the premises.

Sub-letting

12. If you sub-let part of the premises and you are not permitted to do this under your tenancy agreement, your landlord may apply to the county court for an order to evict you.

13. If you sub-let part of the premises unfurnished on a tenancy which is also regulated under the Rent Act 1965—

(*a*) you must give the landlord, within 14 days, a statement in writing of the sub-letting, giving particulars of occupancy, including the rent charged. The penalty for failing to do this without reasonable excuse, or for giving false particulars, is a fine not exceeding £10. When you have once given the landlord the particulars, you need not do so again if the only change is a change of sub-tenant.

(*b*) if you overcharge your sub-tenant the landlord may apply to the county court for an order to evict you.

Security of Tenure

14. Your landlord cannot evict you without a court order which, except in certain special cases, will be granted only if the court thinks it reasonable to do so and either there is suitable accommodation for you to go to or one of a limited number of conditions is satisfied (for example you have failed to pay rent or you or your family have been a nuisance or annoyance to neighbours).

15. It is a criminal offence for your landlord or anyone else to try to make you leave by using force, by threatening you or your family or by interfering with your home or your possessions unless authorised by the Court. If anyone does this, you should complain to the police or to your local authority.

PART III

Form of Notice to be inserted in every Rent Book or other similar document used in connexion with a Contract to which the Furnished Houses (Rent Control) Act 1946 applies, and under which the Rent is payable weekly.

INFORMATION FOR TENANT

1. Address of premises.
2. Name and address of landlord.
3. Name and address of agent (if any).
4. The rent is £ s. d. per week.
5. Description of premises occupied under the contract
6. Particulars of accommodation which the occupier has a right to share with other persons
7. Other terms and conditions of the contract (if any)

[8. A rent of £ s. d. per week for the premises comprised in the contract was approved by the Rent Tribunal on .]

[8. The rent for the premises comprised in the contract was reduced by the Rent Tribunal to £ s. d. on .]

[8. Neither the contract nor any other contract relating to the premises has been referred to a Rent Tribunal.]

Strike out words in square brackets if they do not apply.

9. If you think that your rent is too high you or the local council may ask the Rent Tribunal to fix a reasonable rent. If your landlord tries to bring your tenancy to an end by giving you notice to quit the Tribunal may postpone the operation of the notice for 6 months at a time. You can find out about this from the Tribunal. Your local council or a Citizens' Advice Bureau will tell you the address.

10. When the Rent Tribunal fix a rent it is entered on a register which is kept by your local council and which you are entitled to inspect. Once a rent for the premises is entered on this register it is an offence for the landlord to let them furnished at a rent higher than that on the register. If once a rent has been registered circumstances change so as to make that rent no longer a reasonable one (for example if more or less furniture is provided by the landlord) either you or the landlord or the local council may ask the Rent Tribunal to fix a new rent.

11. It is a criminal offence for your landlord or anyone else to try to make you leave by using force, by threatening you or your family or by interfering with your home or your possessions unless authorised by the Court. If anyone does this, you should complain to the police or to your local council. You cannot be made to leave without a court order.

EXPLANATORY NOTE

(This Note is not part of the Regulations.)

These regulations are consequential on the provisions of the Rent Act 1965 and—

(1) revise the forms of notice which have to be inserted in rent books and other similar documents which, under section 1 of the Land-

lord and Tenant Act 1962, are required to be provided for use where the rent is payable weekly in connexion with—

(*a*) premises let on tenancies to which the Rent Acts 1920 to 1939 applied immediately before the coming into operation of the Rent Act 1965; and

(*b*) premises occupied under contracts to which the Furnished Houses (Rent Control) Act 1946 applied immediately before that date, and under contracts to which the Act of 1946 applies by virtue of the Rent Act 1965;

(2) prescribe a new form of notice which has to be inserted in rent books and other similar documents which, under section 1 of the Act of 1962, are required to be provided for use where the rent is payable weekly in connexion with premises let on tenancies which are regulated under the Rent Act 1965.