1954 No. 1035

The Rent Restrictions Regulations, 1954

Made - - - -	30*th July*, 1954
Laid before Parliament	3*rd August*, 1954
Coming into Operation	30*th August*, 1954

The Minister of Housing and Local Government, in exercise of his powers under Section 14 of the Rent and Mortgage Interest Restrictions (Amendment) Act, 1933(**a**), Section 7 (4) of the Increase of Rent and Mortgage Interest (Restrictions) Act, 1938(**b**), and of all other powers enabling him in that behalf, hereby makes the following regulations:—

1. These regulations may be cited as the Rent Restrictions Regulations, 1954, and shall come into operation on the thirtieth day of August, 1954.

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

3. The forms contained in the First Schedule to these regulations shall be substituted for the form contained in the First Schedule to the Increase of Rent and Mortgage Interest (Restrictions) Act, 1920(**d**).

4. Every rentbook or other similar document used by or on behalf of a landlord in respect of any dwelling-house to which the Rent and Mortgage Interest Restrictions Acts, 1920 to 1939, apply shall contain a notice, in the form set out in the Second Schedule to these regulations, of all the matters referred to in the said form.

5. Any document which is required to be in a form contained in the First Schedule to these regulations, or in a form substantially to the like effect, shall contain the information comprised in such of the Notes set out in the Third Schedule to these regulations as are referred to in the relevant form.

6. The Rent Restrictions Regulations, 1940(**e**), are hereby revoked, but the revocation thereof shall not affect the validity of any notice given or application made thereunder before the coming into operation of these regulations.

Given under the official seal of the Minister of Housing and Local Government this thirtieth day of July, nineteen hundred and fifty-four.

(L.S.) *Harold Macmillan,*
Minister of Housing and Local Government.

THE SCHEDULES

FIRST SCHEDULE

PART I

Forms of Notice of Increase of Rent on account of Improvements

FORM A

(*To be used when the tenant is in possession*)

RENT AND MORTGAGE INTEREST RESTRICTIONS ACTS

Notice of increase of rent on account of landlord's expenditure on improvements, structural alterations, or the provision of additional or improved fixtures or fittings.

Date.....

To.....tenant of.....

(a) 23 & 24 Geo. 5. c. 32. (b) 1 & 2 Geo. 6. c. 26. (c) 52 & 53 Vict. c. 63.
(d) 10 & 11 Geo. 5. c. 17. (e) S.R. & O. 1940/238 (Rev. XII, p. 221: 1940 I, p. 496).

Take notice [*Note* 1] that the rent of £ s. d. per.....at present payable by you as tenant of the above-mentioned premises will as from..... be increased by £ s. d. per....., which sum represents an annual increase in rent of eight per cent. of £ s. d. expended by me on making the improvements or structural alterations, or on the provision of the additional or improved fixtures or fittings, described below. [*Note* 2.]

Description of Improvements, etc.

(Signed).....

(Address).....

FORM B

(*To be used when the landlord is in possession*)

RENT AND MORTGAGE INTEREST RESTRICTIONS ACTS

Notice of increase of rent on account of landlord's expenditure on improvements, structural alterations, or the provision of additional or improved fixtures or fittings.

Date.....

To.....prospective tenant of.....

Take notice [*Note* 3] that the rent proposed to be charged for the above-mentioned premises is £ s. d. per ....., and includes an increase of the former rent by £ s. d. per ....., which sum represents an annual increase in rent of eight per cent. of £ s. d. expended by me on making the improvements or structural alterations, or on the provision of the additional or improved fixtures or fittings, described below. [*Note* 2.]

Description of Improvements, etc.

(Signed).....

(Address).....

PART II

Forms of Notice of Increase of Rent on account of Increased Rates

FORM C

(*To be used when the tenant is in possession*)

RENT AND MORTGAGE INTEREST RESTRICTIONS ACTS

Notice of Increase of Rent on account of Increased Rates.

Date.....

To.....tenant of.....

Take notice [*Note* 4] that the rates in respect of the above-mentioned premises have been increased from £ s. d. per [annum] [half-year] to £ s. d. per [annum] [half-year] as from....., and that the rent of £ s. d. per.....payable by you as tenant of the above-mentioned premises will be increased by £ s. d. per..... [as from the date on which rent next becomes payable] [as from the.....day of....., being the date on which this notice operates to determine the tenancy]. [*Note* 5.]

Take notice further [*Note* 6] that on the said date there will be payable by you as a sum due by way of rent an amount of £ s. d. in respect of arrears of the increase of rates from.....to the said date.

(Signed).....

(Address).....

FORM D

(To be used when the landlord is in possession)

RENT AND MORTGAGE INTEREST RESTRICTIONS ACTS

Notice of Increase of Rent on account of Increased Rates.

Date.....

To.....prospective tenant of.....

Take notice [*Note* 3] that the rent proposed to be charged for the above-mentioned premises is £ s. d. per....., and includes an increase of the former rent by £ s. d. per..... in respect of an increase in the rates previously payable in respect of the above-mentioned premises from £ s. d. per [annum] [half-year] to £ s. d. per [annum] [half-year]. [*Note* 5.]

(Signed).....

(Address).....

SECOND SCHEDULE

Form of Notice to be inserted in every rent book or similar document

INFORMATION FOR TENANT

1. Address of premises .....

2. Name and address of landlord .....

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

4. The existing recoverable rent of the premises [inclusive of] [exclusive of] rates is £ s. d. per.....

5. The rent includes £ s. d. per ..... in respect of the [40] per cent. increase permitted by the Increase of Rent and Mortgage Interest (Restrictions) Act, 1920. (Section 2 (1) (*c*) and (*d*).)

6. The rent also includes £ s. d. per ..... in respect of the repairs increase permitted by the Housing Repairs and Rents Act, 1954. (Section 23.)

7. The rent also includes £ s. d. per ..... in respect of the passing on to the tenant by the landlord of a repairs increase payable by the landlord to a superior landlord, or passed on to him by that landlord.

8. If you disagree with the landlord about the rent which he can properly charge, you (or the landlord) can apply to the ..... County Court to settle the matter.

9. If you consider that the premises are not in good repair, or that they are not reasonably suitable for occupation, you can apply to the ..... Council at ..... for a certificate of disrepair. If the Council grant the certificate you must serve a copy of it on the landlord or his agent (see paragraph 15 below). Once you have done this, he is not entitled to any of the increases of rent that are mentioned in paragraphs 5, 6 and 7 above, so long as the certificate remains in force. If you have paid any such increase of rent between the date when you applied to the Council for the certificate and the date of the certificate, you can deduct the amount paid from any future payment of rent made within two years.

10. If, however, the landlord thinks that the certificate of disrepair ought not to have been granted or that any disrepair was your fault, he can take proceedings in the County Court to recover any increase of rent withheld. If the Court agrees with the landlord that the premises were in good repair at the time when the certificate was given by the Council, or that any disrepair was not the landlord's fault but was due, for example, to damage caused by you or a sub-tenant, or to your having failed to do repairs for which you were responsible, the Court will annul the certificate.

11. If the certificate is annulled, you will become liable to pay any increase of rent which you have withheld since the date on which you applied to the Council for the certificate, unless the Court says that you need only pay the increase as from some later date.

12. If, after the Council have granted the certificate, the landlord carries out the necessary repairs to their satisfaction, the Council will revoke the certificate. The increase of rent will then become payable as from the date of the revocation of the certificate.

13. You may deduct from your rent any fee which you have to pay to the Council to obtain a certificate of disrepair granted by the Council.

14. If you sub-let part of the premises unfurnished, you must give the landlord a statement in writing of the sub-letting, containing 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. The particulars must be given to the landlord within fourteen days after sub-letting. Where particulars have once been given, it is not necessary to supply them again if the only change is a change of sub-tenant.

15. Documents authorised or required by the Rent and Mortgage Interest Restrictions Acts or the Housing Repairs and Rents Act, 1954, to be served by the tenant on the landlord may be served on the agent named above or on the person who receives the rent, and if the full name and place of abode or place of business of the landlord is required for the purpose of proceedings the agent or person who receives the rent must, on request in writing, disclose that information.

16. A landlord is entitled to apply to the County Court for an order for possession against you if you are over-charging any sub-tenant, and where the County Court has already fixed the proper rent for a sub-tenancy and you overcharge your sub-tenant, you are liable to a fine of £100.

THIRD SCHEDULE

NOTES

Note 1

Any increase of rent on account of the landlord's expenditure on improvements, structural alterations, or the provision of additional or improved fixtures or fittings can only be charged after notice has been given by the landlord in the statutory form of notice or a form substantially to the same effect. At least four weeks notice must be given. Where a valid notice of increase has been served on any tenant, the increase may be continued without further notice to any subsequent tenant.

Note 2

A landlord who incurs expenditure on improvements or structural alterations or on the provision of additional or improved fixtures or fittings is entitled to increase the rent by an annual amount equal to eight per cent. of the amount of his expenditure. If the work was not carried out with the aid of a grant from the local authority, and the tenant claims that the work was unnecessary or the cost excessive, he can apply to the County Court for an order reducing the amount of the increase, but an order can only be made if he was the tenant when the work was done and had not consented to it in writing, or was the first tenant after the work was done and was not informed before becoming the tenant of the nature and cost of the improvements, and the increased rent chargeable.

Note 3

If the prospective tenant does not become the tenant of the premises, this notice has no effect. If he becomes the tenant, the increase of rent is operative forthwith. Where an effective notice has been served on a prospective tenant, the increase may be continued without further notice to any subsequent tenant.

Note 4

Any increase of rent in respect of increased rates payable by the landlord can only be charged after notice has been given by the landlord in the statutory form of notice or a form substantially to the same effect. The increased rent will be payable as from the next date on which rent falls due after the date of the notice, if the tenant is a statutory tenant or a tenant under a contractual tenancy which provides for an increase of rent in the event of an increase in rates. If the tenant is a contractual tenant, but the tenancy agreement does not contain such a provision, this notice will operate to determine the contractual tenancy on the earliest day on which the tenancy could have been duly determined if the notice had been a notice to quit, and the increased rent will become payable from that date.

Note 5

The maximum permitted increase is the increase in the current rates payable over the corresponding amount paid in the rating period which included 3rd August, 1914, in the case of old-control houses, or 1st September, 1939, in the case of new-control houses or, if no rates were payable for that rating period, the period when rates first became payable thereafter. Any allowance made by the local authority to the person rated in consideration of his paying the rates instead of the occupier, or any discount for prompt payment, is treated as part of the rates payable in respect of the premises.

Note 6

Where notice ot increase is served on a statutory tenant or a tenant under a contractual tenancy which provides for an increase of rent in the event of an increase in rates, the amount of the permitted increase may include an amount on account of arrears of the increase of rates in respect of a period beginning not earlier than six weeks before the date of service of the notice of increase, and not earlier than the beginning of the tenancy. This amount is payable on the next due day for the payment of rent after the service of the notice.

EXPLANATORY NOTE

(This Note is not part of the Regulations, but is intended to indicate their general purport.)

These Regulations revoke the Rent Restrictions Regulations, 1940, and prescribe forms in place of the forms prescribed by those Regulations.

The forms contained in the First Schedule to these Regulations are the forms to be used when a landlord increases the rent of his tenant on account of improvements carried out by the landlord or on account of increased rates payable by him.

The form contained in the Second Schedule is the form of notice to be inserted in every rent book or other similar document used by or on behalf of a landlord in respect of a dwelling-house to which the Rent Restrictions Acts apply.

The Third Schedule to these Regulations contains explanatory notes to be inserted in the forms in the First Schedule to which they relate.

The forms prescribed by the First Schedule to these Regulations are simpler than the forms which landlords were previously required to use by virtue of the Rent Restrictions Regulations, 1940.

The form of notice to be inserted in every rent book or similar document prescribed by the Second Schedule to these Regulations is substantially in the form prescribed by the Rent Restrictions Regulations, 1940, but takes account of the amendment of the law which has been effected by the Housing Repairs and Rents Act, 1954.