The only amendment in the forms prescribed for the purposes of Part II of the Act of 1954 (which relates to security of tenure for business and professional tenants) is a minor addition in the forms of landlord's notice to terminate a business tenancy (Forms 7 and 9) regarding claims for compensation.

Several of the forms are renumbered.

RENT CONTROL, ETC.

1957 No. 981

The Rent Restrictions Regulations, 1957

Made - - -	*6th June*, 1957
Laid before Parliament	*6th June*, 1957
Coming into Operation	*6th July*, 1957

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), paragraph 19 of the Sixth Schedule to the Rent Act, 1957(b), and all other powers enabling him in that behalf, hereby makes the following regulations:—

1. These regulations may be cited as the Rent Restrictions Regulations, 1957, and shall come into operation on the sixth day of July, 1957.

2.—(1) In these regulations the expression "the Act" means the Rent Act, 1957.

(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, or forms substantially to the same effect, shall be the forms to be used for the purposes of notices of increase of rent under Section 2 of the Act in cases to which those forms are applicable.

4. Every rent book 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 to the tenant, in the form set out in Part I of the Second Schedule to these regulations, of the matters referred to in the said form.

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

6. The forms contained in the Third Schedule to these regulations, or forms substantially to the same effect, shall be the forms to be used for the purposes of the First Schedule to the Act in cases to which those forms are applicable.

(a) 23 & 24 Geo. 5. c. 32.
(b) 5 & 6 Eliz. 2. c. 25.
(c) 52 & 53 Vict. c. 63.
(d) 9 & 10 Geo. 6. c. 34.

7. The form of notice contained in the Fourth Schedule to these regulations, or a form of notice substantially to the same effect, shall be the form to be used for the purposes of paragraph 2 (2) of the Fourth Schedule to the Act.

8. The forms contained in the Fifth Schedule to these regulations, or forms substantially to the same effect, shall be the forms to be used for the purposes of the Fifth Schedule to the Act in cases to which those forms are applicable.

9. Any document which is required to be in a form contained in a Schedule to these regulations, or in a form substantially to the same effect, shall contain the information comprised in such of the notes set out in the Sixth Schedule to these regulations as are referred to in the relevant form.

10. The Rent Restrictions Regulations, 1954(a), are hereby revoked.

Given under the official seal of the Minister of Housing and Local Government this sixth day of June, nineteen hundred and fifty-seven.

(L.S.) *Henry Brooke,*
Minister of Housing and Local Government.

THE SCHEDULES

FIRST SCHEDULE

Forms of Notice of Increase of Rent

FORM A

RENT ACT, 1957

Notice of Increase of Rent otherwise than solely on account of Increased Rates or Improvements

[*Note:*—In the case of a statutory tenancy created under Section 4 of the Requisitioned Houses and Housing (Amendment) Act, 1955, this notice will have no effect unless a copy is served by the landlord on the local authority not later than three days after the service of this notice on the tenant.]

Date.....

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

1. The rent payable by you as tenant of the above-mentioned premises is at present £ s. d. per .

2. I am entitled to increase the rent in accordance with the above-mentioned Act (*Note* 1) to a sum not exceeding the rent limit set out in paragraph 6 below.

Strike out words in square brackets if inapplicable.

3. I hereby give you notice (*Note* 2) that the rent will be increased as from (*Note* 3) by £ s. d. per [as from by a further £ s. d. per , and as from by a further £ s. d. per (*Note* 4).]

[4. There is no certificate of disrepair in force at present (*Note* 5).]

[4. There is a certificate of disrepair in force at present. If the certificate has not been cancelled before the first date for an increase mentioned above, this notice will not increase the rent until the first day on which rent falls due for a rental period commencing after the certificate has been cancelled. This means that you will not have to pay any increase of rent under this notice before that day.]

(a) S.I. 1954/1035 (1954 I, p. 1114).

[5. There is at present in force an undertaking to remedy defects given by me more than six months ago, with which I have not yet complied. If I have not complied with the undertaking before the first date for an increase mentioned above, this notice will not increase the rent until the first day on which rent falls due for a rental period commencing after the defects mentioned in the undertaking have been remedied. This means that you will not have to pay any increase of rent under this notice before that day.]

6. The rent limit is arrived at by adding together the amounts shown opposite the following items:— £ s. d. per.....

(*a*) (*Note* 6) times £ s. d. per annum, which is the gross value of the premises for the purposes of the Rent Act, 1957 (*Note* 7)

(*b*) Rates borne by landlord (*Note* 8).

(*c*) Charge for furniture and/or services as agreed with you or determined by the county court.

(*d*) Improvements (*Note* 9).

Rent Limit _____

Signature of [landlord] [agent authorised to serve this notice].....

[Name of landlord if notice served by agent.....]

Address of landlord.....

[Address of agent.....]

FORM B

RENT ACT 1957

Notice of Increase of Rent on account of Increased Rates

[*Note*:—In the case of a statutory tenancy created under Section 4 of the Requisitioned Houses and Housing (Amendment) Act, 1955, this notice will have no effect unless a copy is served by the landord on the local authority not later than three days after the service of this notice on the tenant.]

Date.....

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

Strike out words in square brackets if inapplicable.

I hereby give you notice that the rates on the above-mentioned premises have been increased as from from £ s. d. per [annum] [half-year] to £ s. d. per [annum] [half-year], and that the rent lawfully recoverable from you as tenant will be increased as from (*Note* 10) by £ s. d. per (*Note* 11).

[There will be due from you on the day after the service of this notice the sum of £ s. d., being arrears of the above increase for rental period(s) (*Note* 12).]

Signature of [landlord] [agent authorised to serve this notice].....

[Name of landlord if notice served by agent.....]

Address of landlord.....

[Address of agent.....]

FORM C

RENT ACT, 1957

Notice of Increase of Rent on account of Improvements completed after July, 1957

[*Note*:—In the case of a statutory tenancy created under Section 4 of the Requisitioned Houses and Housing (Amendment) Act, 1955, this notice will have no effect unless a copy is served by the landlord on the local authority not later than three days after the service of this notice on the tenant.]

Date.....

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

I hereby give you notice that the rent lawfully recoverable from you as tenant of the above-mentioned premises will be increased as from (*Note* 13) by £ s. d. per , which sum represents an annual increase in rent of eight per cent. of £ s. d. (*Note* 14) expended on making the improvement(s) described below (*Note* 15).

Description of Improvement(s)

Signature of [landlord] [agent authorised to serve this notice].....

[Name of landlord if notice served by agent.....]

Address of landlord.....

[Address of agent.....]

SECOND SCHEDULE

PART I

FORM D

Form of Notice to be inserted in every Rent Book or similar document used in connexion with a Letting of Unfurnished Premises to which the Rent and Mortgage Interest Restrictions Acts, 1920 to 1939, apply

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 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.

15. If you are a statutory tenant under Section 4 of the Requisitioned Houses and Housing (Amendment) Act, 1955, the rent payable by you cannot exceed the sum which you were paying to the local authority as their licensee immediately before you became statutory tenant, unless the local authority have determined that you should pay more. It may be, therefore, that the rent entered at 6 above may be more than you are obliged to pay to the landlord, the balance being payable by the local authority. The local authority must be a party to any agreement between you and the landlord which affects rent, for example, an agreement as to the charge to be made for services or furniture, or, if the premises are not separately rated, an agreement as to the apportionment of gross value and rates.

PART II

FORM E

Form of Notice to be inserted in every Rent Book or 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).

Strike out words in square brackets if inapplicable.

[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.]

9. The Furnished Houses (Rent Control) Act, 1946, by virtue of the Rent Act, 1957, applies only to contracts relating to premises having a rateable value in the Metropolitan Police District or the City of London not exceeding £40, and elsewhere in England and Wales not exceeding £30. If the premises are not separately rated, the rateable value will be an apportioned part of the rateable value of the larger premises in which they are comprised. The apportionment may be agreed between the landlord and the tenant, or if they cannot agree, the matter may be referred to the county court. If the contract is referred to the Rent Tribunal, and there has been no apportionment where one is required, the tribunal may themselves make an apportionment for the purposes of determining whether they have jurisdiction, unless the landlord objects, in which case the proceedings will be adjourned in order to enable the landlord to refer the matter to the county court.

THIRD SCHEDULE

Forms to be used for the purposes of the First Schedule to the Act relating to Adjustment of Rent in respect of Repairs

FORM F

RENT ACT, 1957

Notice of Election by Landlord as to Internal Decorative Repairs

[*Note:*—In the case of a statutory tenancy created under section 4 of the Requisitioned Houses and Housing (Amendment) Act, 1955, a copy of this notice should be served on the local authority.]

Date.....

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

I hereby give you notice that I , the landlord of the above-mentioned premises, hereby elect to be treated for the purposes of the Rent Act, 1957, as responsible for internal decorative repairs (*Note* 16).

If you wish to be responsible for these repairs yourself, fill up the form of notice herewith dissenting from my election and send it to me within one month after the service on you of this notice (*Note* 17).

If you do this. and do not keep the premises in a reasonable state of decorative repair, having due regard to the age, character and locality of the premises, this would entitle me to apply to the county court who could make an order for possession against you if they thought it reasonable to do so.

If you do not do this, the limit to which your rent can be put up will be increased by £ s. d. per .

Signature of [landlord] [agent authorised to serve this notice]..... .....

Address of landlord.....

[Address of agent.....]

FORM FF

RENT ACT, 1957

Notice by Tenant to Landlord dissenting from Landlord's Election as to Internal Decorative Repairs

Date.....

To....., landlord of.....

I hereby dissent from your election, served on me on , to be treated for the purposes of the Rent Act, 1957, as responsible for internal decorative repairs to the above-mentioned premises.

Signature of tenant.....

FORM G

RENT ACT, 1957

Notice by Tenant to Landlord of Defects of Repair

Date.....

To....., landlord of.....

I hereby give you notice (*Note* 18) that in my opinion the above-mentioned premises are in disrepair by reason of the defects set out below (*Note* 19) and that those defects ought reasonably to be remedied by you, having due regard to the age, character and locality of the premises. I accordingly request you to remedy them.

LIST OF DEFECTS

(This list is to be completed by the insertion of a description of defects under each of the headings which is material)

1. External structure.
2. Internal structure.
3. External decoration
4. Internal decoration.
5. Fixtures and fittings.
6. Other defects of repair.

Signature of tenant.....

FORM H

RENT ACT, 1957

Undertaking by Landlord to remedy Defects specified in Tenant's Notice of Defects of Repair

Date.....

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

Strike out words in square brackets if inapplicable.

I hereby undertake to remedy [the defects set out in your notice to me dated] [such of the defects set out in your notice to me dated as are specified below, being defects which you have agreed in writing need alone be remedied] (*Note* 20).

LIST OF DEFECTS

(This list is to be completed by the insertion of a description of defects under each of the headings which is material)

1. External structure.
2. Internal structure.
3. External decoration.
4. Internal decoration.
5. Fixtures and fittings.
6. Other defects of repair.

Signature of [landlord] [agent authorised to serve this notice].....

[Name of landlord if notice served by agent.....]

Address of landlord.....

[Address of agent.....]

FORM I

RENT ACT, 1957

Application by Tenant for Certificate of Disrepair

Date.....

To the.....Council.

I am the tenant of , and I hereby apply for a certificate of disrepair in respect of the said premises (*Note* 21).

A copy of the notice of defects of repair served by me on my landlord on is enclosed.

The landlord is of .

[The landlord's agent is of .]

Strike out words in square brackets if inapplicable.

The landlord has not given an undertaking to remedy the defects set out in the notice.

[The landlord is under the terms of the tenancy responsible for internal decorative repairs.]

[The landlord is to be treated as responsible for internal decorative repairs by virtue of an election which he has made and which has become effective.]

A fee of 2s. 6d. accompanies this application.

Signature of tenant.....

FORM J

RENT ACT, 1957

Notice by Local Authority to Landlord of Proposal to issue a Certificate of Disrepair

Date.....

To....., landlord of.....

With reference to the application made under the above-mentioned Act by , tenant of the above-mentioned premises, on , the Council hereby give you notice that they are satisfied that the premises are in disrepair by reason of the defects specified below, and that those defects ought reasonably to be remedied, having due regard to the age, character and locality of the premises. The Council propose accordingly to issue a certificate of disrepair relating to the defects specified below.

If within three weeks after the service of this notice, you give an undertaking in the statutory form to remedy the said defects and serve a copy of the undertaking on the Council, the certificate will not be issued unless the proviso to paragraph 5 of the First Schedule to the Act applies, and the Council refuse to accept your undertaking (*Note* 22).

LIST OF DEFECTS

(*This list is to be completed by the insertion of a description of defects under each of the headings which is material*)

1. External structure.
2. Internal structure.
3. External decoration.
4. Internal decoration.
5. Fixtures and fittings.
6. Other defects of repair.

Signed.....
Clerk of the Council.

FORM K

RENT ACT, 1957

Undertaking by Landlord to remedy Defects proposed to be included in Certificate of Disrepair

Date.....

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

I received notice from the Council on stating that they proposed to issue a certificate of disrepair relating to the defects set out below, and I hereby undertake to remedy the said defects (*Note* 23).

A copy of this undertaking has been served on the Council.

LIST OF DEFECTS

(*This list is to be completed by the insertion of a description of defects under each of the headings which is material*)

1. External structure.
2. Internal structure.
3. External decoration.
4. Internal decoration.
5. Fixtures and fittings.
6. Other defects of repair.

Signature of [landlord] [agent authorised to serve this notice].....

[Name of landlord if notice served by agent.....]

Address of landlord.....

[Address of agent.....]

FORM L

RENT ACT, 1957

Certificate of Disrepair

Date.....

With reference to the application made by , tenant of , on , the Council hereby certify (*Note* 24) that they are satisfied that—

(*a*) the premises are in disrepair by reason of defects specified in the notice of defects of repair served by the tenant on the landlord on ; and

Strike out words in square brackets if inapplicable

(*b*) the defects specified in the Schedule hereto, being [all] [some of] the defects specified in the tenant's notice, ought reasonably to be remedied, having due regard to the age, character and locality of the premises (*Note* 25) (*Note* 26).

The tenant paid a fee of 2s. 6d. on applying for this certificate (*Note* 27).

Signed.....
Clerk of the Council.

SCHEDULE

Defects of Repair

(This Schedule is to be completed by the insertion of a description of defects under each of the headings which is material)

1. External structure.
2. Internal structure.
3. External decoration.
4. Internal decoration.
5. Fixtures and fittings.
6. Other defects of repair.

Form M

RENT ACT, 1957

Application by Landlord for cancellation of Certificate of Disrepair

Date.....

To the.....Council.

I am the landlord of , and I hereby apply for the cancellation of the certificate of disrepair issued by the Council on , on the ground that I have remedied the defects specified in the certificate (*Note* 28).

A fee of 2s. 6d. accompanies this application.

Signature of [landlord]
[agent authorised to make this application] .....

[Name of landlord if application made by agent.....]

Address of landlord.....

[Address of agent.....]

Form N

RENT ACT, 1957

Notice by Local Authority to Tenant of Proposal to cancel Certificate of Disrepair

Date.....

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

The Council hereby give you notice that—

(*a*) they received an application on from , landlord of the above-mentioned premises, for the cancellation of the certificate of disrepair issued to you on , on the ground that the defects specified in the certificate have been remedied;

(*b*) unless an objection is received from you within three weeks from the service of this notice, the Council propose to cancel the certificate;

(*c*) if no objection is received from you within that period, or if any objection so received is in the opinion of the Council not justified, the Council are required to cancel the certificate as from the date of the landlord's application, or such later date as appears to them to be the date on which the defects were remedied (*Note* 29).

Signed.....

Clerk of the.....Council.

FORM O

RENT ACT, 1957

Application by Landlord or Tenant for Certificate as to the Remedying of Defects which Landlord has undertaken to remedy

Date.....

To the.....Council.

Strike out words in square brackets if inapplicable.

I am the [landlord] [tenant] of , and I hereby apply for a certificate that the defects set out below, being [all the] defects specified in the undertaking given by the landlord on to remedy the same, have [not] been remedied.

* Strike out this paragraph if local authority have been furnished with a copy of undertaking.

A copy of the undertaking is enclosed herewith.*

A fee of 2s. 6d. accompanies this application.

LIST OF DEFECTS

(This list is to be completed by the insertion of a description of defects under each of the headings which is material)

1. External structure.
2. Internal structure.
3. External decoration.
4. Internal decoration.
5. Fixtures and fittings.
6. Other defects of repair.

Signature of [landlord] [agent authorised to make this application]

[tenant] .....

[Name of landlord if application made by agent.....]

Address of landlord.....

[Address of agent.....]

FORM P

RENT ACT, 1957

Certificate as to the Remedying of Defects specified in a Landlord's Undertaking to remedy Defects

Date.....

Strike out words in square brackets if inapplicable.

With reference to the application made by , [landlord] [tenant] of on , the Council hereby certify that the defects specified in the landlord's undertaking to remedy defects dated [have not been remedied] [have been remedied] [with the exception of those specified in the Schedule hereto].

The [landlord] [tenant] paid a fee of 2s. 6d. on applying for this certificate (*Note* 30).

Signed.....

Clerk of the Council.

[SCHEDULE

Defects of Repair remaining unremedied]

FORM Q

RENT ACT, 1957

Application by Overseas Company for a Certificate of Repair

Date.....

To the.....Council.

We, , are the landlords of , and is the tenant. We hereby apply for a certificate of repair in respect of the said premises (*Note* 31).

We are a body corporate incorporated in , and our address there is .

A fee of 2s. 6d. accompanies this application.

Signature of Secretary or other authorised officer of the Company.....

Address of Company in Great Britain .....

FORM R

RENT ACT, 1957

Certificate of Repair

Date.....

With reference to the application made by , landlords of , on , the Council are satisfied that the state of repair of the premises is such that (without having regard to the state of internal decorative repair) no certificate of disrepair could be issued in respect of the premises (*Note* 32).

Signed.....

Clerk of the Council.

FOURTH SCHEDULE

FORM S

RENT ACT, 1957

Notice to Tenant to determine Tenant's Right to retain possession of Decontrolled Premises

Date.....

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

I hereby give you notice in accordance with paragraph 2 of the Fourth Schedule to the Rent Act, 1957, that on (*Note* 33) your right to retain possession of the above-mentioned premises, the rateable value of which is £ s. d. (*Note* 34), will cease, and you are hereby required accordingly to render up possession of the premises on that date (*Note* 35).

Signature of [landlord] [agent authorised to serve this notice].....

[Name of landlord if notice served by agent.....]

Address of landlord.....

[Address of agent.....]

FIFTH SCHEDULE

FORM T

RENT ACT, 1957

Notice by Tenant to Landlord of Tenant's Improvements affecting Gross Value and Rateable Value

Date.....

To....., landlord of.....

Strike out words in square brackets if inapplicable.

1. [I] [A previous tenant of the above-mentioned premises under the controlled tenancy current on 6th July, 1957] [made] [contributed to the cost of] the improvement(s) to the above-mentioned premises particulars of which are set out in the First Schedule hereto (*Note* 36).

2. I hereby require you to agree to a reduction in the 1956 gross value and the rateable value of the premises for the purposes of the Rent Act, 1957.

3. I propose that the gross value shall be reduced to £ s. d., and the rateable value to £ s. d. (*Note* 37).

4. If you do not agree to these reductions (*Note* 38), do you agree that—

(*a*) the improvement(s) [is] [are] [an] improvement(s) made before 7th November, 1956, by the execution of works amounting to the structural alteration or extension of the premises or a structural addition thereto;

(*b*) the works set out in the Second Schedule hereto were involved in the making of the improvement(s);

(*c*) [I] [A previous tenant under the controlled tenancy] [made the improvement(s)] [contributed to the cost of the improvement(s);]

[(*d*) the proportion of the cost borne by me or a previous tenant is .]

Signature of tenant.....

FIRST SCHEDULE

Description of Improvement(s)

SECOND SCHEDULE

Description of Works

FORM U

RENT ACT, 1957

Application by Tenant to Valuation Officer for Certificate as to Reduction for the purposes of the Rent Act, 1957, in the Gross Value and Rateable Value of premises on account of Tenants' Improvements

Date.....

To the Valuation Officer.

1. I am the tenant of . and my landlord is of .

Strike out words in square brackets if inapplicable.

2. It has been [agreed in writing between me and my landlord] [determined by the county court] that the improvement(s) specified in the First Schedule hereto [is an improvement] [are improvements] to which Part III of the Fifth Schedule to the Rent Act, 1957, applies, and that I or a previous tenant under the controlled tenancy made the improvement(s) or contributed to [its] [their] cost, and that the works specified in the Second Schedule hereto were involved in the improvement(s).

3. It has not been agreed between me and my landlord whether any or what reduction is to be made under Part III of the said Fifth Schedule in the gross value and rateable value of the premises for the purposes of the Rent Act, 1957, and I hereby make application to you for a certificate under paragraph 13 (2) of the said Fifth Schedule (*Note* 39).

Signature of Tenant.....

FIRST SCHEDULE

Description of Improvement(s)

SECOND SCHEDULE

Description of Works

SIXTH SCHEDULE

NOTES TO BE INSERTED IN THE VARIOUS FORMS CONTAINED IN THE PRECEDING SCHEDULES TO THESE REGULATIONS

Note 1

A notice of increase (apart from an increase on account of increased rates or of improvements) will be void if it is served at a time when the premises are in a clearance area; or there is a demolition order or closing order on the premises; or the premises are subject to certain other statutory action, e.g., a notice requiring works to be executed under Section 9 of the Housing Act, 1936, or a nuisance order under the Public Health Acts. Further, if after a notice of increase is served and before it has taken effect, any of these things happen, then no increase demanded by the notice can take effect until the premises are freed from that state of affairs.

A notice of increase cannot operate to increase the rent under a contractual tenancy except in so far as may be consistent with the terms of the tenancy.

If the landlord is a company not incorporated in Great Britain or Northern Ireland and the tenant is not responsible for all repairs, the notice of increase will be void unless either the local authority have issued to the landlord a certificate of repair not earlier than twelve months before the service of the notice (in which case they will have sent a copy to the tenant) or a previous notice of increase served by that landlord has taken effect (because at that time a certificate of repair issued by the local authority was in force). If after a certificate of repair has been issued the local authority grant a certificate of disrepair to the tenant, all the previous increases of rent to which the landlord company may have become entitled will stop, and the rent will revert to what it was before the first increase took effect.

Note 2

If this notice contains any statement or representation which is false or misleading in any material respect, the landlord is liable on conviction to a fine not exceeding £50, unless he proves that the statement was made innocently and without intent to deceive.

Note 3

The date to be inserted here in the case of a statutory tenancy should be the beginning of a period for which rent is payable, but it must not be earlier than three months after the service of this notice. In the case of a contractual tenancy under which the increase of rent demanded by this notice is provided for, the date to be inserted must also be consistent with the terms of the tenancy. If the contractual tenancy contains no such provision, but could be brought to an end by notice to quit, the date to be inserted must be a date later than the date on which a notice to quit served at the same time as this notice could bring the tenancy to an end. In that case this notice will operate to turn the contractual tenancy into a statutory tenancy.

Note 4

A notice can specify more than one date on which increases are to take effect and the amounts of the increases, but the total of the increases which may be specified in any notice or notices to take effect less than nine months after the first notice is served under the Rent Act, 1957, must not exceed seven shillings and six pence per week. This limit of seven shillings and sixpence per week will not prevent the landlord from obtaining an increase of rent to which he may become entitled by way of an adjustment of rent after 6th July, 1957, in respect of increased rates, or services or improvements. If an increase of rent in respect of any of these items has become payable before the date on which this notice takes effect, the increase demanded by this notice will take effect in addition to that increase.

Note 5

If, where there is no certificate in force, the tenant thinks that the premises are not in good repair, he can buy a form called "Notice by Tenant to Landlord of Defects of Repair" on which he can make a list of the defects which he thinks the landlord ought to remedy. If any difficulty is experienced in obtaining this

form from a stationer, enquiry should be made of the local authority. The notes on the form will tell the tenant how to fill it up before serving it on the landlord, and what his rights are if the landlord does not remedy the defects.

Note 6

If under the terms of the tenancy the tenant is responsible for all repairs, the figure to be inserted here is 1¼rd.; if he is not responsible for any repairs, or he is responsible for internal decorative repairs only, the figure is 2; if he is responsible for some, but not all repairs, the figure is a fraction between 1¼rd. and 2 to be agreed in writing between the landlord and the tenant or determined by the county court.

If under the terms of the tenancy the landlord is responsible for internal decorative repairs, or neither landlord nor tenant is responsible, but the landlord has served on the tenant a notice in writing in the statutory form electing to be treated as responsible, and the tenant *has not* within one month after receiving that notice served on the landlord a notice in writing in the statutory form dissenting from that election (because he wants to be treated as being himself responsible for those repairs), the figure to be inserted is 2¼rd. If in an exceptional case the tenant is responsible for other repairs, the figure will be a figure between 1¼rds. and 2¼rd. to be agreed in writing between the landlord and the tenant or determined by the county court.

Note 7

The gross value of the premises for the purposes of the Rent Act, 1957, usually means the gross value shewn in the valuation list on 7th November, 1956. If the premises are part of larger premises and are not separately rated, then the gross value of the premises is a proportion of the gross value, as shewn in the list, of the larger premises. That proportion must be agreed in writing between the landlord and the tenant or determined by the county court. If there was no gross value in the list on 7th November, 1956, then the gross value means the gross value on the first date on which a gross value appears in the list. Again, if a proposal for the alteration of the gross value in the list on 7th November, 1956, has been made before 1st April, 1957, and as a result the gross value is varied, the gross value means the varied gross value. There are other special cases dealt with in Parts II and III of the Fifth Schedule to the Rent Act, 1957, in which the gross value may mean something different from the gross value in the list on 7th November, 1956.

Note 8

The rates to be taken into account are the rates payable at the date of this notice by the landlord or any superior landlord.

Rates include water rents and charges, but do not include an owner's drainage rate within the meaning of Section 24 (2) (*a*) of the Land Drainage Act, 1930. If the premises are not separately rated, the amount which may be added to the rent in respect of rates will be such proportion of the rates on the hereditament which includes the premises as may be agreed in writing between the landlord and the tenant or determined by the county court. Any discount given, and any allowance made, by the rating authority to the landlord in respect of the payment of rates by him is to be disregarded.

The amount of rates for any rental period is ascertained by dividing the rates for the whole rating period in which the rent for that rental period is payable by the number which is obtained by dividing the number of days in the rating period by the number of days in the rental period. For example, if the rating period is a year, and the rent is payable weekly, the yearly amount of the rates will be divided by 52¼th, or by 52¼ths if the rating period includes the extra day of a leap year.

If the rates go up, the landlord is entitled on giving notice in the statutory form to an increase of rent on account of the increased rates, and any such increase will be in addition to the increase demanded by this notice.

If the rates go down, the rent limit will automatically be reduced by the amount of the decrease, and if the rent is higher than the rent limit as so reduced

the landlord must adjust it so that it will not exceed the reduced rent limit. If the rent is adjusted on account of the rates having gone down as from a past date, then the rent must be adjusted backwards for rental periods commencing not earlier than six weeks before the date on which the reduction in the rates becomes known. This will either be the date on which the reduced rates are demanded from the landlord by the local authority or, if the reduction in rates results from a proposal to reduce the rateable value of the premises, the date on which the proposal was settled.

Note 9

An amount should be included here for any improvement completed after 6th July, 1957, and before the service of this notice. There may also be included an amount in respect of an improvement completed before 6th July, 1957, and after 1st April, 1956, if the improvement has not affected the 1956 gross value of the premises. Improvements include structural alterations and additions to the premises and extensions of them, also the provision of additional fixtures and fittings, but they do not include anything done by way of decoration or repair. The amount to be inserted is an amount equal to 8 per cent. per annum of the amount expended on making the improvement, excluding any part of the expenditure which has been paid or repaid by the local authority under the Housing Act, 1949, or the Clean Air Act, 1956. A certificate of the Valuation Officer that an improvement has or has not affected the 1956 gross value is conclusive. The name and address of the Valuation Officer can be obtained from the local authority.

If no previous notice of increase of rent has been served either under the Rent Act, 1920, or under the Rent Act, 1957, in respect of the improvement, the tenant may, if he claims that the improvement was unnecessary or that an unreasonable amount was spent on making it, have a right under Section 5 of the Rent Act, 1957, and the Seventh Schedule to that Act of applying to the county court within one month after the service of this notice or such longer time as the court may allow for an order cancelling or reducing the increase of rent demanded by this notice, in so far as it depends upon the amount entered at (*d*) of paragraph 6 of the notice in respect of the improvement. If the tenant thinks that he may have such a right, he should take advice as to how to proceed in the matter.

If an improvement is completed after the service of this notice, the landlord may be entitled to an increase of rent on account of the improvement, on giving notice in the statutory form. Any such increase will be in addition to the increase demanded by this notice.

Note 10

The date to be inserted here in the case of a statutory tenancy should be the first day of a rental period. If there have been any rental periods for which the rent was payable before the date of service of this notice and since the beginning of the rating period for which the rates have been increased, the date to be inserted may be the first day of any of those rental periods, provided that the date is not more than six weeks before the service of this notice.

In the case of a contractual tenancy which provides for an increase of rent in the event of an increase in rates, the date to be inserted must also be consistent with the terms of the tenancy. If the contractual tenancy contains no such provision, but could be brought to an end by notice to quit, the date to be inserted must be a date later than the date on which a notice to quit served at the same time as this notice could bring the tenancy to an end. In that case this notice will operate to turn the contractual tenancy into a statutory tenancy.

Note 11

If this is the first notice of increase of rent on account of increased rates served on or after 6th July, 1957, the amount of increase which can be charged is the amount by which the rates for each rental period to which this notice applies are more than the rates for the rental period current on 6th July, 1957 (or the first rental period in the case of a controlled tenancy commencing after that date). If this is not the first such notice of increase, the amount of increase which can be charged is the amount by which the rates for each rental period to which

this notice relates are more than the rates for each rental period to which the last previous notice related. The amount of rates for any rental period is ascertained by dividing the rates for the whole rating period in which the rent for that rental period is payable by the number which is obtained by dividing the number of days in the rating period by the number of days in the rental period. For example, if the rating period is a year, and the rent is payable weekly, the yearly amount of the rates will be divided by 52¼th, or by 52⅐ths if the rating period includes the extra day of a leap year.

Until the local authority's demand for rates in a new rating period is made the tenant's liability on account of rates continues to be based on the rates for the previous rating period. When the demand for the new period is received, the tenant's liability must be recalculated. If the rates have gone up, the landlord is entitled on giving notice in the statutory form to an increase of rent on account of the increased rates. If there is a further demand for rates during the rating period, for example, because the rateable value has been increased as the result of a proposal, the tenant's liability must similarly be recalculated in order to ascertain what increase of rent the landlord is entitled to on account of the increased rates.

Note 12

This paragraph will be needed where the date for the increase of rent is a date earlier than the date of service of this notice and there have been rent days between the earlier date and the date of service of the notice.

Note 13

The date to be inserted here should be the first day of a rental period commencing after the date of service of this notice.

In the case of a contractual tenancy which provides for an increase of rent in the event of the landlord making an improvement, the date to be inserted must be a date consistent with the terms of the tenancy. If the contractual tenancy contains no such provision, but could be brought to an end by notice to quit, the date to be inserted must be a date later than the date on which a notice to quit served at the same time as this notice could bring the tenancy to an end. In that case this notice will operate to turn the contractual tenancy into a statutory tenancy.

Note 14

The sum to be inserted here must not include any part of the expenditure on the improvement which has been paid or repaid by a local authority under the Housing Act, 1949, or the Clean Air Act, 1956.

Note 15

Improvements include structural alterations and additions to the premises and extensions of them, also the provision of additional fixtures and fittings, but they do not include anything done by way of decoration or repair.

If the tenant claims that the improvement was unnecessary or that an unreasonable amount was spent on making it, the tenant can, not later than one month after the service of this notice or such longer time as the court may allow, apply to the county court for an order cancelling or reducing the increase of rent. If, however, the improvement was made with the assistance of a local authority in the way mentioned in Note 14, or the tenant or a previous tenant consented in writing to the improvement, and the consent contained an acknowledgment that the rent could be increased on account of the improvement, the necessity for making it cannot be questioned.

Private street works carried out under Section 150 of the Public Health Act, 1875, or the Private Street Works Act, 1892, or any corresponding local Act provision also count as an improvement to any premises having access to the street. If other premises belonging to the landlord besides those occupied by the tenant benefit from the street works, the landlord's expenditure must be apportioned by agreement in writing between the landlord and the tenant or be determined by the county court. Neither the necessity for street works nor the amount of the landlord's expenditure in connexion with the carrying of them out can be questioned by the tenant.

Note 16

Where under the terms of the tenancy neither the landlord nor the tenant is responsible for internal decorative repairs, the landlord may elect to be treated as responsible for them for the purposes of the Rent Act, 1957.

The effect of an election is that the rent limit under the Act, so far as it is calculated by reference to the gross value, will be increased by ⅓rd. of the gross value, and that for the purpose of determining whether the premises are in good repair the state of internal decorative repair will be taken into account.

Note 17

If the tenant's notice referred to here is not served on the landlord within one month after this landlord's notice of election was served on the tenant, the landlord's election will become effective.

Note 18

A copy of this notice should be kept by the tenant. He may need it later if it becomes necessary for him to apply to the local authority for a certificate of disrepair.

Note 19

Only defects of repair can be listed, that is to say such things for example, as broken gutters, loose slates or tiles, broken window panes, sash cords or stair banisters, etc., but *not* such things, for example, as damp due to the absence of a damp course or the lack of natural lighting etc. Only defects which can reasonably be required to be remedied, having due regard to the age, character and locality of the premises, can be listed. The tenant must not include any defects for the remedying of which he is under the terms of the tenancy himself responsible, or defects due to something the tenant or someone for whom he is responsible has done, or something he has failed to do when he should have done it.

Nor must the tenant include defects in the state of internal decorative repair, unless the landlord is responsible for remedying these or has elected to be treated as if he were responsible for them.

If within six weeks after the service of this notice on the landlord, he has not remedied the defects, or given an undertaking in the statutory form to remedy them or such of them as the tenant may have agreed to accept as sufficient, the tenant may apply to the local authority in the statutory form for a certificate of disrepair. The tenant must send with that application a copy of this notice.

If the local authority refuse to issue a certificate, or to include in it all the defects listed by the tenant in his notice to the landlord, the tenant can appeal to the county court against their refusal.

If the local authority have issued a certificate of disrepair or the landlord has failed by the end of six months to carry out an undertaking he has given to remedy defects, any increase of rent (except for rates or improvements) specified in a notice of increase, served not more than six months before the certificate was applied for or the undertaking was given will not have effect so long as the certificate remains in force or the defects remain unremedied. Further, the rent must not exceed 1¼rd. times the gross value of the premises, plus any additions for rates, services or improvements, while the certificate remains in force or the defects remain unremedied. This means that the rent must be reduced to 1¼rd. times the gross value if it was above that amount when the notice was served. It also means that a rent of more than 1¼rd. times the gross value must be reduced to that amount in a case in which no notice of increase has been served.

In addition to the adjustment of rent mentioned above, the tenant may recover by deduction from his rent any past rent which he would not have had to pay if the certificate had been granted or if the landlord had failed to comply with his undertaking at the date on which the certificate was applied for or the undertaking was given, as the case may be. The amount which may be deducted by the tenant from each payment of rent must not exceed the amount by which his rent is adjusted as a result of the certificate or the failure of the landlord to comply with his undertaking. The deduction cannot be continued after the certificate is cancelled or the defects have been remedied.

Note 20

If the landlord has failed to carry out his undertaking by the end of six months, then, so long as the defects remain unremedied, the rent must be adjusted in the same way as if a certificate of disrepair had been issued. This means that any increase of rent (except for rates or improvements) specified in a notice of increase served not more than six months before the undertaking was given will not have effect so long as the defects remain unremedied. Further, the rent must not exceed 1½rd. times the gross value of the premises, plus any additions for rates, services or improvements, while the defects remain unremedied. This means that the rent must be reducd to 1½rd. times the gross value if it was above that amount when the notice of increase was served. It also means that a rent of more than 1½rd. times the gross value must be reduced to that amount in a case in which no notice of increase has been served.

In addition to the adjustment of rent mentioned above, the tenant may recover by deduction from his rent any past rent which he would not have had to pay if a certificate of disrepair had been issued at the date on which the undertaking was given. The amount which may be deducted by the tenant from each payment of rent must not exceed the amount by which his rent is adjusted as a result of the failure of the landlord to comply with his undertaking. The deduction cannot be continued after the defects have been remedied.

Note 21

A tenant may only apply for a certificate of disrepair if he has served a notice of defects of repair on the landlord and at the end of six weeks from the date of the service of that notice the defects have not been remedied and the landlord has not given an undertaking to remedy them.

If the Council refuse to issue a certificate of disrepair, or if they issue a certificate but do not include in it any defect specified in the notice of defects of repair served by the tenant on the landlord, the tenant may appeal to the county court.

Note 22

A local authority have power to refuse to accept an undertaking by a landlord if—

(*a*) a certificate of disrepair in respect of the premises has previously been issued against him;

(*b*) he has previously defaulted under a repairs notice issued by a local authority in respect of the premises under Section 9 of the Housing Act, 1936;

(*c*) he has not carried out an undertaking to remedy defects previously given by him in respect of the premises or any other premises of which he is the landlord in the area of the local authority; or

(*d*) he has previously been convicted of certain offences under the Public Health Acts in respect of any premises in which he had an interest.

Note 23

If the landlord has failed to carry out his undertaking by the end of six months, then, so long as the defects remain unremedied, the rent must be adjusted in the same way as if a certificate of disrepair had been issued. This means that any increase of rent (except for rates or improvements) specified in a notice of increase served not more than six months before a certificate of disrepair was applied for will not have effect so long as the defects remain unremedied. Further, the rent must not exceed 1½rd. times the gross value of the premises, plus any additions for rates, services or improvements, while the defects remain unremedied. This means that the rent must be reduced to 1½rd. times the gross value if it was above that amount when the notice of increase was served. It also means that a rent of more than 1½rd. times the gross value must be reduced to that amount in a case in which no notice of increase has been served.

In addition to the adjustment of rent mentioned above, the tenant may recover by deduction from his rent any past rent which he would not have had to pay if a certificate of disrepair had been issued at the date on which the tenant applied for it. The amount which may be deducted by the tenant from each payment of rent must not exceed the amount by which his rent is adjusted as a result of the failure of the landlord to comply with his undertaking. The deduction cannot be continued after the defects have been remedied.

Note 24

This certificate must not be issued unless the local authority have first served a notice on the landlord in the statutory form informing him of their intention to issue it and on the expiration of three weeks after the service of the notice the landlord has not given an undertaking to remedy the defects or has given an undertaking which the local authority, having power to do so, have refused to accept. When issuing the certificate, the local authority must send a copy to the landlord.

Note 25

If a certificate of disrepair is issued, any increase of rent (except for rates or improvements) specified in a notice of increase served not more than six months before the certificate was applied for will not have effect so long as the certificate remains in force. Further, the rent must not exceed 1½rd. times the gross value of the premises, plus any addition for rates, services or improvements, while the certificate remains in force. This means that the rent must be reduced to 1½rd. times the gross value if it was above that amount when the notice of increase was served. It also means that a rent of more than 1½rd. times the gross value must be reduced to that amount in a case in which no notice of increase has been served.

In addition to the adjustment of rent mentioned above, the tenant may recover by deduction from his rent any past rent which he would not have had to pay if the certificate had been issued at the date on which it was applied for. The amount which may be deducted by the tenant from each payment of rent must not exceed the amount by which his rent is adjusted as a result of the issue of the certificate. The deduction cannot be continued after the certificate has been cancelled.

Note 26

If the landlord considers that all or any of the defects specified in the Schedule to this certificate ought not to have been specified, he may make an application to the county court for the cancellation of the certificate accordingly. If as a result of such an application the certificate is cancelled as respects all the defects specified in it, it will be treated as never having had effect. If it is cancelled as respects some only of those defects, it will be treated as if the cancelled defects had not been specified in it.

If the landlord's application to the court relates to all the defects specified in the certificate and he makes his application within three weeks after the certificate is issued, the rent will not be adjusted until the application is determined. If the certificate is wholly cancelled by the court, there will be no adjustment. Otherwise the adjustment will take effect as from the date of the issue of the certificate.

If the landlord remedies the defects to which the certificate relates he may apply to the local authority for the cancellation of the certificate. On receiving such an application, the local authority must serve a notice on the tenant, informing him that unless he objects within three weeks, they propose to cancel the certificate. If no objection is received, the local authority must cancel the certificate. If the tenant objects to the cancellation, the local authority must satisfy themselves that the defects have been remedied before they cancel the certificate. If they consider that the defects have been remedied and cancel the certificate accordingly, the tenant may appeal against their decision to the county court. If, on the other hand, they refuse to cancel the certificate, the landlord has a similar right of appeal.

Note 27

The tenant is entitled to deduct the amount of this fee from any future payment of rent, but if the certificate is cancelled by the court as respects all the defects specified in it, any sum deducted may be recovered by the landlord.

Note 28

If the local authority refuse to cancel the certificate, the landlord may appeal against their decision to the county court.

Note 29

If the Council consider that the defects have been remedied and cancel the certificate accordingly, the tenant may appeal against their decision to the county court.

Note 30

If the application was made by the tenant and the local authority certify that the defects have not been remedied, the tenant may deduct the amount of the fee from any future payment of rent.

Note 31

A local authority are required to issue a certificate ot repair if they are satisfied that the state of repair of the premises is such that (apart from internal decorative repairs) no certificate of disrepair could be issued in respect of the premises. If the local authority are not so satisfied, they are required to send to the landlords a statement of the defects in consequence of which they are unable to issue a certificate of repair.

If on application to the county court the landlords prove that all the defects specified in the statement are either defects for which the tenant is responsible or defects of internal decorative repair for which the landlords are not responsible. the court must order the local authority to issue a certificate of repair.

Note 32

A copy of this certificate must be served by the local authority on the tenant.

If, after this certificate is issued, a certificate of disrepair is issued in respect of the premises, this certificate will be deemed never to have been issued. This means that any increase of rent which may have been obtained after the issue of this certificate will be invalidated, and a further certificate of repair will have to be obtained before any further increase can be demanded.

Note 33

The date specified in this notice must be a date not earlier than fifteen months after the time of decontrol of the premises by the Rent Act, 1957, (normally 6th July, 1957) nor earlier than six months after the date of service of this notice.

Note 34

On 6th July, 1957, the Rent Acts ceased to apply to dwelling-houses whose rateable value on 7th November, 1956, exceeded £40 in the Metropolitan Police District or the City of London and £30 elsewhere in England and Wales.

If as a result of a proposal made before 1st April, 1957, the rateable value has been altered, the rateable value which will determine whether the premises are decontrolled will be the altered rateable value.

If such a proposal was pending on 6th July, 1957, this will have prevented the premises from becoming decontrolled on that date, and they will remain controlled until the proposal is settled. If they are then decontrolled, this notice cannot take effect earlier than fifteen months after the date on which the proposal was settled. There is, however, one case in which decontrol is not affected by a pending proposal. This is the case in which the rateable value of the premises as shewn in the valuation list immediately before 1st April, 1956, was more than the new rateable value limit for control.

If the premises are not separately rated, the rateable value will be an apportioned part of the rateable value of the larger premises in which they are comprised. The apportionment must be agreed between the landlord and the tenant, or, if they cannot agree, determined by the county court. This apportionment must have been agreed or determined before the service of this notice.

If within six weeks after 6th July, 1957, the tenant serves on the landlord a notice in the statutory form requiring him to agree to a reduction of the rateable

value for decontrol purposes by reason of a tenant's improvement, and the proceedings on that notice result in the rateable value being reduced for those purposes to an amount within the control limit, the premises will be treated as if they had never been decontrolled. If the premises remain decontrolled, the time at which this notice can take effect will remain unaffected.

Note 35

Until this notice takes effect the rent recoverable from the tenant will remain the same as it was immediately before the time of decontrol, apart from any adjustment in respect of rates. If before the date specified in this notice the landlord and the tenant enter into a new tenancy for a term of at least three years at a rent and on other terms and conditions agreed between them this notice will become ineffective and the tenant will remain in occupation of the premises on the terms of the tenancy. It is unlawful for a landlord as a condition of the grant of any such tenancy to demand a premium, the making of a loan by the tenant, or the payment of rent more in advance than the beginning of a rental period, or earlier than six months before the end of the rental period for which it is payable, if that period is more than six months long. If a premium is unlawfully demanded and paid, or a loan is unlawfully demanded and made, or rent is unlawfully demanded in advance and paid, the amount paid or advanced is recoverable by the tenant by proceedings in the county court, and the landlord will be guilty of an offence and liable to a fine not exceeding £100.

If the tenant or a predecessor under the tenancy has made an improvement to the premises which has added to their value (not being the installation of a fixture which the tenant is entitled to remove) he may be entitled on giving up possession in pursuance of this notice to compensation in respect of the improvement. In order to obtain any compensation to which he may be entitled he must make a claim on the landlord before giving up possession. If the tenant thinks that he has a claim, he should take advice as to how he should proceed in regard to the matter.

Note 36

The improvement must be one made before 7th November, 1956, by the execution of works amounting to the structural alteration or extension of the premises or a structural addition thereto, e.g. the erection of a garage in the grounds. This notice must be served on the landlord not later than six weeks after 6th July, 1957.

Note 37

If the amounts of the reductions are agreed in writing between the landlord and the tenant, the amounts of the reduced gross value and rateable value as so agreed will be substituted for the purposes of the Rent Act, 1957, for the 1956 gross value and the rateable value on 7th November, 1956. This means in the case of the gross value that the rent limit will be reduced, and that the rent may have to be adjusted accordingly. In the case of rateable value the question whether the premises were decontrolled on 6th July, 1957, will be determined by reference to the reduced rateable value. If the rateable value of the premises on 7th November, 1956, was below the decontrol limit, the reduction of the rateable value will of course make no difference. If, however, the rateable value on that date was above the decontrol limit, and the reduced rateable value is below that limit, the premises will be treated as if they had never been decontrolled.

Note 38

If the amounts of the reductions are not agreed in writing between the landlord and the tenant, the Valuation Officer will have to decide whether the improvement has affected the gross value and rateable value of the premises, and if so, what those values would have been had the improvement not been made. The name and address of the Valuation Officer can be obtained from the local authority. Before, however, an application is made to the Valuation Officer, the

landlord and the tenant must try to agree in writing on the items mentioned at (*a*) to (*d*) of this paragraph, or such of those items as are material. If at the end of a period of six weeks after the service of this notice any of these items have not been agreed, the tenant may, within a further three weeks or such longer time as the court may allow, apply to the county court to settle the matter.

If it has either been agreed or determined by the county court that there has been an improvement of the kind described in Note 36 involving specified works, and that the improvement was carried out by the tenant or a previous tenant, or that the tenant or a previous tenant contributed to its cost, and in the latter case what proportion the contribution bears to the whole cost of the works, then, if within a period of two weeks after the agreement or determination of the county court the landlord and the tenant have still not agreed in writing whether any or what reduction is to be made, the tenant has a further two weeks in which to make an application in the statutory form to the Valuation Officer for a certificate as to whether or not the improvement has affected the 1956 gross value and rateable value, and if so, the amounts by which those values would have been less if the improvement had not been made.

Note 39

If the Valuation Officer certifies that the gross value and rateable value would have been less but for the improvement by the amounts mentioned in the certificate, the gross value and the rateable value will be reduced by those amounts for the purposes of the Rent Act, 1957, except in the case where a proportion only of the cost was contributed by the tenant, in which case the amounts of the reductions will be proportionately reduced accordingly.

EXPLANATORY NOTE

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

These Regulations prescribe the forms of notice and other documents for use for the purposes of the Rent Act, 1957. The prescribed forms replace those prescribed by the Rent Restrictions Regulations, 1954, which are revoked by the Regulations, which also prescribe additional forms.

The forms contained in the First Schedule to these Regulations, Forms A to C, are the forms to be used when a landlord increases the rent of a controlled tenant.

The forms contained in the Second Schedule, Forms D and E, are the forms of notice to be inserted in rent books or similar documents used by or on behalf of landlords in connexion with the letting of unfurnished premises on controlled tenancies or in connexion with contracts for a weekly letting of premises to which the Furnished Houses (Rent Control) Act, 1946, applies.

The forms contained in the Third Schedule, Forms F to R, are the forms to be used in connexion with a landlord's election to be responsible for internal decorative repairs, a tenant's notification to a landlord of defects of repair, a landlord's undertaking to remedy the same and the issue of certificates of disrepair by local authorities.

The form contained in the Fourth Schedule, Form S, is the form of notice to be given to a tenant in order to determine his right to retain possession of premises decontrolled by the Act.

The forms contained in the Fifth Schedule, Forms T and U, are the forms to be used by a controlled tenant claiming that the gross value and the rateable value of the premises comprised in his tenancy should be reduced for the purposes of the Rent Act, 1957, on account of certain tenants' improvements made before 7th November, 1956.

The Sixth Schedule contains explanatory notes for the guidance of landlords and tenants to be inserted in the various forms to which the notes relate.

1957 No. 1044 (S. 53)

The Rent Restrictions (Scotland) Regulations, 1957

Made - - - -	19*th June*, 1957
Laid before Parliament	25*th June*, 1957
Coming into Operation	6*th July*, 1957

In exercise of the powers conferred on me by section 14, as read with section 15, of the Rent and Mortgage Interest Restrictions (Amendment) Act, 1933(**a**), sections 17, 18, 21, 28 and 40 of, and the First and Second Schedules to, the Housing (Repairs and Rents) (Scotland) Act, 1954(**b**), sections 8 and 9 of, and paragraph 19 of the Sixth Schedule to, the Rent Act, 1957(**c**), and of all other powers enabling me in that behalf, I hereby make the following regulations:—

1. These regulations may be cited as the Rent Restrictions (Scotland) Regulations, 1957, and shall come into operation on the sixth day of July, 1957.

2.—(1) In these regulations, the expression "the Act of 1954" means the Housing (Repairs and Rents) (Scotland) Act, 1954, and "the Act of 1957" means the Rent Act, 1957.

(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. The forms set out in Part I of the First Schedule to these regulations, or forms substantially to the like effect, shall be the forms to be used for the purposes of the Act of 1954 or of the Act of 1957 in the cases to which these forms are applicable.

4. Any document which is required to be in a form contained in Part I of the First Schedule to these regulations, or in a form substantially to the

(**a**) 23 & 24 Geo. 5. c. 32. (**b**) 2 & 3 Eliz. 2. c. 50. (**c**) 5 & 6 Eliz. 2. c. 25.
(**d**) 52 & 53 Vict. c. 63.