

**Landlord's Notice proposing an Assured Periodic Tenancy of premises situated at [Address] (Regulatory Reform (Assured Periodic Tenancies) (Rent Increases) Regulations 2003)**

**an Assured Periodic Tenancy of premises situated at [Address] (Regulatory Reform (Assured Periodic Tenancies) (Rent Increases) Regulations 2003)**

The notes over the page give guidance to landlords and tenants about this notice.

To:		[7]
of:		[A] <i>subject to the tenancy</i>
From:		[L] <i>nt] *delete as appropriate</i>
		[A]
		[C]

1. This notice affects the amount of rent payable. Please read it carefully.

2. The landlord is proposing a new rent of £[rent] in place of the existing one of £[rent]. The new rent will be payable on [month][year]\*, [month][year]\*

*\* delete as appropriate*

3. The first rent increase date after the end of the current tenancy (see note 11 over the page)

4. The starting date for the new rent (see notes 14 to 18 over the page)

5. Certain charges may be included in your rent. (See note 12 over the page.) The amounts of the charges are as follows:

Charges	Amount to be included in the existing rent	Amount to be included in the proposed new rent
Council tax	£	
Water charges	£	
Fixed service charges	£	

6. If you accept the proposed new rent, you will need to make arrangements to pay it. If you do not accept it, there are steps you should take. Please see the notes over the page. Please update in paragraph 4 above.

Signed: ..... [Signature] Agent]\* (see note 13 over the page) *\*delete as appropriate*

Date:

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Please read these notes carefully

## Guidance notes for tenants

### What you must do now

1. This notice proposes that you should pay the new rent from the date in paragraph 4 of the notice. **If you are in any doubt about what to do, you should immediately either discuss the matter with your landlord, a citizens' advice bureau, a housing advice centre or a housing officer.**
2. If you accept the proposed new rent, you should set up a standing order through your bank to pay the rent. You should also notify your Housing Benefit or the Department for Work and Pensions (DWP) Gov.UK website provides further information. If you are not able to pay your rent, you should contact your local citizens' advice centre.
3. If you do **not** accept the proposed new rent, you should discuss it with your landlord, you can refer this notice to the First-tier Tribunal **of the proposed new rent in paragraph 4** that you are doing so, otherwise the landlord may increase the proposed new rent.
4. To refer the notice to the tribunal, you should complete *Application Referring a Notice Proposing a New Rent under an Assured Periodic Tenancy (Form 6)*. You can obtain this form from a legal stationer.
5. The tribunal will consider your home should be. In setting a rent, the tribunal will consider what you can reasonably expect for the property on the same terms. The tribunal may set a rent higher, lower or the same as the proposed new rent.
6. In these Guidance notes for tenants, you should refer to the First-tier Tribunal or the Upper Tribunal.

## Guidance notes for landlords of assured periodic tenancies

7. You can complete this notice in the form provided or you can print it out and complete it by hand.
8. This notice should be used when you propose a new rent for a **tenancy (including an assured periodic tenancy) of premises situated in England**. There is a different notice for proposing a new rent for a *tenancy of premises situated in England* for proposing a new rent for premises situated in England.
9. Do not use this notice if the tenancy is not an assured periodic tenancy or there is some other basis such as a statutory right to occupy. Any provision you rely on needs to be supported by law. If there is any doubt on this score, you should seek legal advice.
10. You need to use a different form if you propose a new rent for a *tenancy (including an assured periodic tenancy) of premises situated in England* because of a proposed change of terms. You should seek legal advice if you think this may apply to you. See *Notice Proposing Different Terms for a Statutory Tenancy (England)* from a legal stationer.
11. Unless the tenancy is a new assured periodic tenancy, you must insert in paragraph 3 of the notice the date that the new rent is proposed to be, or was, introduced. This date determines the date that you can start charging the new rent.

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the date in paragraph 4 of the notice. **In respect of this notice, you should immediately either discuss the matter with your landlord, a citizens' advice bureau, a housing advice centre or a housing officer.**

payments to pay it. If you pay by standing order, you should notify your bank that the amount has changed. You should also notify your Housing Benefit authority if you are claiming a Housing Benefit or Universal Credit. The Department for Work and Pensions (DWP) Gov.UK website provides further information. If you are worried that you might not be able to pay your rent, you should contact your local citizens' advice bureau or housing advice centre.

If you do not accept the proposed new rent, you should discuss it with your landlord, you can refer this notice to the First-tier Tribunal **of the proposed new rent in paragraph 4** that you are doing so, otherwise the landlord may increase the proposed new rent.

To refer the notice to the tribunal, you should complete *Application Referring a Notice Proposing a New Rent under an Assured Periodic Tenancy (Form 6)*. You can obtain this form from a legal stationer.

The tribunal will consider your home should be. In setting a rent, the tribunal will consider what you can reasonably expect for the property on the same terms. The tribunal may set a rent higher, lower or the same as the proposed new rent.

In these Guidance notes for tenants, you should refer to the First-tier Tribunal or the Upper Tribunal.

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11. Unless the tenancy is a new assured periodic tenancy, you must insert in paragraph 3 of the notice the date that the new rent is proposed to be, or was, introduced. This date determines the date that you can start charging the new rent.

