STATUTORY INSTRUMENTS

2016 No. 443

LANDLORD AND TENANT, ENGLAND

The Assured Tenancies and Agricultural Occupancies (Forms) (England) (Amendment) Regulations 2016

Made - - - -	*23rd March 2016*
Coming into force - -	*6th April 2016*

The Secretary of State, in exercise of the powers conferred by sections 8(3), 13(2) and 45(1) and (5) of the Housing Act 1988(**1**), makes the following Regulations:

Citation and commencement

1. These Regulations may be cited as the Assured Tenancies and Agricultural Occupancies (Forms) (England) (Amendment) Regulations 2016 and come into force on 6th April 2016.

Amendment of the Assured Tenancies and Agricultural Occupancies (Forms) (England) Regulations 2015

2.—(1) The Assured Tenancies and Agricultural Occupancies (Forms) (England) Regulations 2015(**2**) are amended as follows.

(2) For 'Form 3', 'Form 4' and 'Form 5' set out in the Schedule to those Regulations, substitute the equivalent form set out in the Schedule to these Regulations.

(3) For paragraph (1)(a) of regulation 3A (review) substitute—

"(a) carry out a review of regulations 3(c), (d), (e) and (fa), and the associated forms (Form Nos. 3, 4, 5 and 6A respectively),".

(4) For paragraph 2(a) of regulation 3A substitute—

"(a) set out the objectives intended to be achieved by the regulatory system established by regulations 3(c), (d), (e) and (fa),".

(5) For paragraph 3(3) of regulation 3A substitute—

"(3) The first report under this regulation must be published—

(**1**) 1988 c. 50. Section 8(3) was amended by the Housing Act 1996 (c.52), Schedule 1, paragraph 1 and section 97(2)(a) of the Anti-social Behaviour, Crime and Policing Act 2014 (c. 12). Section 13(2) was amended by S.I. 2003/259.

(**2**) S.I. 2015/620, amended by S.I. 2015/1646.

(a) in respect of regulation 3(c), (d) and (e), before the end of the period of five years beginning with 6th April 2016;

(b) in respect of regulation 3(fa), before the end of the period of five years beginning with 1st October 2015.".

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

Brandon Lewis
Minister of State
Department for Communities and Local Government

23rd March 2016

SCHEDULE Regulation 2

FORM No. 3

Housing Act 1988 section 8, as amended by section 151 of the Housing Act 1996 section 97 of the Anti-social Behaviour, Crime and Policing Act 2014

FORM 3

Notice seeking possession of a property let on an Assured Tenancy or an Assured Agricultural Occupancy

Housing Act 1988 section 8 as amended by section 151 of the Housing Act 1996 and section 97 of the Anti-social Behaviour, Crime and Policing Act 2014

- Please write clearly in black ink.
- Please cross out text marked with an asterisk (*) that does not apply.
- This form should be used where possession of accommodation let under an assured tenancy, an assured agricultural occupancy or an assured shorthold tenancy is sought on one of the grounds in Schedule 2 to the Housing Act 1988.
- Do not use this form if possession is sought on the "shorthold" ground under section 21 of the Housing Act 1988 from an assured shorthold tenant where the fixed term has come to an end or, for assured shorthold tenancies with no fixed term which started on or after 28th February 1997, after six months has elapsed. Form 6A 'Notice seeking possession of a property let on an Assured Shorthold Tenancy' is prescribed for these cases.

1 To:.....

*Name(s) of tenant(s)/licensee(s)**

2 Your landlord/licensor* intends to apply to the court for an order requiring you to give up possession of: .....
.....
.....
.....

Address of premises

3 Your landlord/licensor* intends to seek possession on ground(s) ..... in Schedule 2 to the Housing Act 1988 (as amended), which read(s): .....
.....
.....
.....
.....

Give the full text (as set out in the Housing Act 1988 (as amended) of each ground which is being relied on. Continue on a separate sheet if necessary.

4 Give a full explanation of why each ground is being relied on: .....
.....
.....
.....

Continue on a separate sheet if necessary.

Notes on the grounds for possession

- If the court is satisfied that any of grounds 1 to 8 is established, it must make an order (but see below in respect of fixed term tenancies).
- Before the court will grant an order on any of grounds 9 to 17, it must be satisfied that it is reasonable to require you to leave. This means that, if one of these grounds is set out in section 3, you will be able to suggest to the court that it is not reasonable that you should have to leave, even if you accept that the ground applies.
- The court will not make an order under grounds 1, 3 to 6, 9 or 16, to take effect during the fixed term of the tenancy (if there is one) and it will only make an order during the fixed term on grounds 2, 7, 7A, 8, 10 to 15 or 17 if the terms of the tenancy make provision for it to be brought to an end on any of these grounds.

- Where the court makes an order for possession solely on ground 6 or 9, the landlord must pay your reasonable removal expenses.

5 The court proceedings will not begin until after: .....

.....

Give the earliest date on which court proceedings can be brought

Notes on the earliest date on which court proceedings can be brought

- Where the landlord is seeking possession on grounds 1, 2, 5 to 7, 9 or 16 (without ground 7A or 14), court proceedings cannot begin earlier than 2 months from the date this notice is served on you and not before the date on which the tenancy (had it not been assured) could have been brought to an end by a notice to quit served at the same time as this notice. This applies even if one of grounds 3, 4, 8, 10 to 13, 14ZA, 14A, 15 or 17 is also specified.
- Where the landlord is seeking possession on grounds 3, 4, 8, 10 to 13, 14ZA, 14A, 15 or 17 (without ground 7A or 14), court proceedings cannot begin earlier than 2 weeks from the date this notice is served. If one of 1, 2, 5 to 7, 9 or 16 grounds is also specified court proceedings cannot begin earlier than two months from the date this notice is served.
- Where the landlord is seeking possession on ground 7A (with or without other grounds), court proceedings cannot begin earlier than 1 month from the date this notice is served on you and not before the date on which the tenancy (had it not been assured) could have been brought to an end by a notice to quit served at the same time as this notice. A notice seeking possession on ground 7A must be served on you within specified time periods which vary depending on which condition is relied upon:
  - Where the landlord proposes to rely on condition 1, 3 or 5: within 12 months of the conviction (or if the conviction is appealed: within 12 months of the conclusion of the appeal);
  - Where the landlord proposes to rely on condition 2: within 12 months of the court's finding that the injunction has been breached (or if the finding is appealed: within 12 months of the conclusion of the appeal);
  - Where the landlord proposes to rely on condition 4: within 3 months of the closure order (or if the order is appealed: within 3 months of the conclusion of the appeal).
- Where the landlord is seeking possession on ground 14 (with or without other grounds other than ground 7A), court proceedings cannot begin before the date this notice is served.
- Where the landlord is seeking possession on ground 14A, court proceedings cannot begin unless the landlord has served, or has taken all reasonable steps to serve, a copy of this notice on the partner who has left the property.
- After the date shown in section 5, court proceedings may be begun at once but not later than 12 months from the date on which this notice is served. After this time the notice will lapse and a new notice must be served before possession can be sought.

6 Name and address of landlord/licensor*.

To be signed and dated by the landlord or licensor or the landlord's or licensor's agent (someone acting for the landlord or licensor). If there are joint landlords each landlord or the agent must sign unless one signs on behalf of the rest with their agreement.

Signed ..... *Date* .....

.....

.....

Please specify whether: landlord / licensor / joint landlords / landlord's agent

Name(s) (Block Capitals) .....

.....

Address .....

.....

.....

Telephone: Daytime ..... *Evening*.....