Right to Acquire

RTA4 – Prior Notice

**To:** (Name of tenant(s) for whom the Right to Acquire has been established)

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| --- | --- |
| **Title** | **Full names** |
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**Address of property for which the Right to Acquire has been established**

**Description of property** (delete as appropriate)

Bungalow/Flat/House/Maisonette/Other (please specify)

**From:** (Name and address of landlord)

Part A: Legislative Requirements

As the period referred to in paragraph 3 (below) has expired and as none of the matters referred to in paragraph 2 (below) are, in our opinion, outstanding, **take notice that we hereby ask** you to complete your proposed acquisition by the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, if all Relevant Matters\* have been agreed or determined.

If you consider that any Relevant Matters have not been agreed between us or determined **take notice** that we hereby require you to serve on us by the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ a written notice to that effect specifying those matters.

**We draw to your attention to the effect of Section 140(1), 140(4), 140(3), 141(1), 141(2), 141(4) of the Housing (Right to Acquire) Regulations 1997 (explained below).**

1. Under S.140 (1) Housing (Right to Acquire) Regulations 1997, we (the Landlord) can serve on you (the Tenant), who are exercising the Right to Acquire, a written notice requiring the action set out above.
2. Under S.140(4) Housing (Right to Acquire) Regulations 1997, a Prior Notice shall not be served at any time if at that time:
3. any requirement for the determination or re-determination of the value of the dwelling house by the District Valuer has not been complied with;
4. any requirement for the determination or re-determination of any other relevant matter have not been disposed of; **or**
5. any relevant matter stated to be outstanding in a written notice served on us (the Landlord) by you (the Tenant) has not been agreed in writing or determined.
6. Under S.141(1) and (2) Housing (Right to Acquire) Regulations 1997, if you do not comply with this Notice, we, the Landlord, may serve on you a further written notice, the Notice to Complete:

a) requiring you (the Tenant) to complete the transaction within a period stated in that notice; and

b) informing you (the Tenant) of the effect of S.16(6B) Housing Act 1980.

The period stated in that further written notice shall be such a period (not less than 56 days) as may be reasonable in the circumstances.

1. Under S.141 (4) Housing (Right to Acquire) Regulations 1997, if you (the Tenant) have not complied with the Notice to Complete by the end of the period set out in the notice or that period as extended by us (the Landlord) under S.141 (3) Housing (Right to Acquire) Regulations 1997 the notice claiming to exercise the Right to Acquire shall be deemed to be withdrawn.

NOTE: It is important that you pass this Notice to your solicitor.

Part B: Signature by or on behalf of the landlord

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| --- | --- | --- | --- |
| **Signature** | **Print name** | **Position** | **Date** |
|  |  |  |  |

\*Relevant Matters are defined in Section 140(5) Housing (Right to Acquire) Regulations 1997 as “matters relating to the grant and to the amount to be left outstanding or advanced on the security of the dwelling ‘house’”.