



Ministry of Housing,
Communities &
Local Government

Form 1A

Notice proposing different terms for an assured tenancy arising by way of succession under the Rent Act 1977 or the Rent (Agriculture) Act 1976 in the private rented sector

Section 39(9) Housing Act 1988, as amended

For use in the private rented sector in England only.

This notice can be used by either a landlord or a tenant to propose changes to the terms of an assured tenancy, which arises by succession under the Rent Act 1977 or the Rent (Agriculture) Act 1976.

This notice must be served no later than the first anniversary of the date on which the predecessor, who held a fixed-term tenancy under the Rent Act 1977 or Rent (Agriculture) Act 1976, died.

Do not use this notice if you are a landlord proposing only an increase in rent with no change in any other terms. Instead you should use:

Form 4A: Landlord's notice proposing a new rent for assured tenancies in the private rented sector or **Form 5A: Landlord's or Licensor's notice proposing a new rent or licence fee under an assured agricultural occupancy in the private rented sector**. These forms contain guidance on when such a rent increase can take place, and are available at GOV.UK.

Information for the recipient

This notice is your landlord or tenant proposing different terms for your new assured tenancy now that it has replaced the previous Rent Act 1977 or Rent (Agriculture) Act 1976 tenancy. This assured tenancy replaced the previous tenancy on the death of the previous tenant. During the first year of the assured tenancy, either the landlord or the tenant can propose new terms.

The existing and proposed new terms are set out below.

If you disagree with the proposed terms, try to negotiate with your landlord or tenant. Alternatively, you can refer this notice to the tribunal for a decision on the terms that might reasonably be found in the assured tenancy. **This must be done within three months of the date the notice is served.**

There is information at the end of this notice on what to do if you receive this notice, and where you can seek advice.

1. Recipient(s) details

1.1 Name(s) of recipient(s)

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Note: You can complete and sign this notice electronically or by hand.

Note 1.1: Give the full name of the person or people receiving this form. If they are joint landlords or joint tenants, enter the names of each landlord or tenant.

1.2 Recipient(s) type (capacity)

Landlord(s)

Tenant(s)

2. Tenancy address

2.1 Address of the premises the Assured Tenancy relates to

First line of address

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Second line of address

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Town or city

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County (optional)

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Postcode

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3. Key tenancy dates

3.1 This assured tenancy started on

Day Month Year

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3.2. The sender of this notice (either the tenant or the landlord) is proposing different terms for the assured tenancy that succeeded the Rent Act 1977 or Rent (Agriculture) Act 1976 tenancy which has now ended. The sender proposes that the new terms begin on

Day Month Year

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Note 3.1: This date is usually the date that the previous tenant died.

This notice must be served no later than the first anniversary of the death of the tenant.

Note 3.2: This date must be at least three months after the date on which this notice is served.

4. Proposed changes to terms

4.1 The existing provisions of the tenancy to be changed are

DO NOT USE

Note 4.1: Provide the details of the existing provisions of the tenancy agreement which you are seeking to change.

Attach the relevant sections of the tenancy agreement if available.

A written statement of terms or tenancy agreement should have been provided within 28 days of the landlord acknowledging the tenancy arising by succession.

Continue on a separate sheet if necessary.

4.2 The proposed changes are:

Note 4.2: Provide details of the changes you are proposing to the tenancy.

Continue on a separate sheet if necessary.

DO NOT USE

5. Current rent

If a change to rent is also proposed, Sections 5 and 6 should be completed.

If this does not apply, Go to Section 7.

5.1 The current rent is

Current rent

£

Frequency (per week, per month)

Note 5.1: Insert how often the rent is paid, such as per week, fortnight, four weeks, month. This is the tenancy period. This must be a month or less.

6. Proposed new rent

You should only propose a change to the rent in this form if it is to take account of the proposed new terms in Section 4. A change may be made if either the landlord or the tenant considers it appropriate.

If this does not apply, Go to Section 7.

6.1 The proposed new rent is

Proposed new rent

£

Frequency (per week, per month)

Note 6.1: Insert how often the rent should be paid, such as per week, fortnight, four weeks, month. This is the tenancy period. This must be a month or less.

6.2 Payments for certain bills or charges may be included in your rent. The amount of the charges per tenancy period (if any) are

Charges	Amount included and separately identified (enter 'nil' if appropriate)	
	Existing charge	Proposed new charge
Council tax	£	£
Water charges	£	£
Electricity, gas or other fuel	£	£
Communication services	£	£
Fixed service charges	£	£

Note 6.2: It is helpful for the tenant(s) to understand the breakdown of any charges included in the rent.

Only include charges which are included in the rent and which the tenant does not pay directly to a third party, or to the landlord in addition to rent.

As this represents a part of the full rent, the frequency is the same as the tenancy period mentioned in question 6.1.

Communication services can include access to a landline telephone, the internet, cable TV and satellite TV.

Follow the guidance in **Note A** at the end of this notice.

7. Details of the landlord(s) or tenant(s) proposing the changes

7.1 Name(s)

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Note 7.1: Give the names of those proposing the changes.

7.2 Signed

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Note 7.2: This notice should be signed by the person who is proposing the changes.

If there are joint landlords or joint tenants, each of them must sign under 'Additional Signatures' unless one signs on behalf of the rest with their agreement.

Print name

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- Landlord
- Landlord's agent
- Tenant
- Tenant's agent

Date

Day Month Year

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Contact information for the signatory:

7.3 Address

First line of address

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Second line of address

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Town or city

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County (optional)

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Postcode

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Note 7.3: The recipient of this notice must be able to contact at least one of the senders to discuss the proposed terms. Please insert the contact information for the person who signed this notice in **question 7.2** above.

7.4 Contact details

Phone number

Email

Additional signatures

1. Signature, full name, address, and capacity of signatory

2. Signature, full name, address, and capacity of signatory

3. Signature, full name, address, and capacity of signatory

8. What to do if you receive this notice.

- 8.1** If you agree with the new terms and rent proposed, do nothing. They will become the terms of the tenancy agreement on the date shown in **question 3.2**.
- 8.2** If you don't agree with the proposed terms and/or any adjustment of the rent, there are steps you must take before the date shown in **question 3.2**. The new terms will start from this date unless you take one of the following actions:

- Agree different terms with the person who sent you this notice.
- Refer the matter to the tribunal if you cannot reach agreement with the person who sent you this notice. If you do this, inform the person who sent you this notice so they do not assume you agree to the new terms. If you prefer not to discuss it, you may refer the matter directly to the tribunal.

You must apply to the tribunal within 3 months, beginning on the date that the notice is served. **Form 2A: Application referring a notice proposing different terms for an assured tenancy arising by way of succession under the Rent Act 1977 or the Rent (Agriculture) Act 1976 to the tribunal in the private rented sector** is available at GOV.UK.

The tribunal will decide what, if any, changes should be made to the terms of the tenancy and, if applicable, the amount of the new rent.

- 8.3** If you have any questions about this notice, or concerns about rent payments or proposed changes to the tenancy, speak with the person who sent you this notice, and/or seek advice. These are places you can find advice:

- the Shelter website: www.shelter.org.uk
- a Citizens Advice, housing advice centre, or law centre
- a legal representative - you can find a solicitor at: <https://solicitors.lawsociety.org.uk/>

If you're worried about becoming homeless, you should contact your local council for support.

Note A: Guidance on charges included in rent

- A1.** In the second and third columns of the table in **question 6.2**, write either 'nil' or the amount of the proposed charge (which may be the same as now).

Only include bills or charges if they are included within the rent and the tenant does not pay these directly to a third party, or to the landlord in addition to rent. Only include service charges where the tenant has agreed in the tenancy agreement to pay a fixed amount.

Do not include any variable service charges (within the meaning of section 18 of the Landlord and Tenant Act 1985) that change based on costs.

Extra sheets

Include the number of the section and question which is being continued.

DO NOT USE

Signature

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If necessary, continue on a separate sheet, remembering to sign and date it.

Date

Day Month Year

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