



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

Housing Act 1988 section 13(2), as amended

**This notice tells you that your landlord is proposing a new rent.**

For use in the private rented sector in England only. For tenancies in the Social Rented Sector, use **Form 5**.

This notice should be used when proposing a new rent under an assured agricultural occupancy. For assured tenancies in the social rented sector use **Form 4**, and for assured tenancies in the private rented sector use **Form 4A**.

**This notice must be served on the tenant(s) at least two months before the new rent can start.**

### Information for the tenant

This notice is given by your landlord to propose that you pay an increased rent from the date in **question 4.5**. **You should read this notice in full immediately.**

If you disagree with the proposed rent or have any questions about this notice you should discuss it with your landlord and/or seek advice.

**To challenge the rent you must take action before the date given in question 4.5.**

There is information in **Section 5** on how to take action if you disagree with the proposed rent and where you can find free advice.

**Note:** If you have an assured agricultural occupancy you may have a licensor instead of a landlord. In those circumstances you will be a licensee and pay a licence fee instead of a rent.

Except in **Section 2**, references in this notice to a landlord, tenant, tenancy or rent, include references to a licensor, licensee(s), license and license fee respectively.

**Note to landlord:** You need to be able to evidence that you served the notice on your tenant. If your written tenancy agreement specifies agreed methods of service, use one of those.

If it does not you can serve it by handing it over to your tenant in person, leaving it at the tenant's address or sending it by registered post.

# 1. The tenant(s) details

## 1.1 Name(s) of tenant(s)

**Notes to landlord:** You can complete and sign this notice electronically or by hand.

**Note 1.1:** If it is a joint tenancy, provide the names of each of the tenants.

## 1.2 Address of the premises to which the tenancy relates

First line of address

Second line of address

Town or city

County (optional)

Postcode

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## 2. Details of the landlord or licensor

### 2.1 Name

### 2.2 I am the

Landlord

Licensor

### 2.3 Contact address

First line of address

Second line of address

Town or city

County (optional)

Postcode

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### 2.4 Contact details

Phone number

Email

### Notes to landlord

**Note 2.1:** It is important that your tenant(s) or licensee(s) can contact someone about this proposed rent or licence fee increase.

**Note 2.4:** Phone number and email are recommended but optional.

If you provide an email address, you agree that the tenant and the tribunal may use this address to serve documents on you.

### 3. Details of the agent (if applicable)

#### 3.1 Name

#### 3.2 Contact address

First line of address

Second line of address

Town or city

County (optional)

Postcode

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#### 3.3 Contact details

Phone number

Email

**Note to agent 3.3:** Phone number and email are recommended but optional.

If you provide an email address, you agree that the tenant and the tribunal may use this address to serve documents on you.

## 4. The rent

### 4.1 Current rent

£

Frequency (per week, per month)

### 4.2 The tenancy started on

Day Month Year

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### 4.3 The most recent rent increase (if applicable) was on

Day Month Year

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### 4.4 The landlord is proposing a new rent of

Amount

£

Frequency (per week, per month)

### 4.5 The new rent will start on

Day Month Year

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### 4.6 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	£	£

## Notes to landlord

**Note 4.1:** 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.

**Note 4.3:** If there has not been a rent increase since the start of the tenancy, leave blank.

**Note 4.4:** 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.**

**Note 4.5:** This date must not be before the first anniversary of the date given in **question 4.3**, if applicable, or otherwise in **question 4.2**, and at least two months after this notice is served on the tenant. It must also be at the beginning of a period of a tenancy. See more information in **Note A**.

**Note 4.6:** It is helpful for the tenants to understand the breakdown of charges included in the rent. Landlords should 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 the rent.

As this represents a part of the full rent, the frequency is the same as the tenancy period mentioned in **question 4.4**.

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

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

Signed

- Landlord's or Licensor's Agent
- Landlord
- Licensor

Print name

Date

Day      Month      Year

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**Note to landlord:** If you are joint landlords either each sign this notice using the additional signatures box below, or agree for one landlord to sign this notice on behalf of you all.

### Additional signatures for joint landlords

1. Signature, full name, address, and capacity of signatory (landlord).

2. Signature, full name, address, and capacity of signatory (landlord).

3. Signature, full name, address, and capacity of signatory (landlord).

## 5. What you (the tenant) should do next

**5.1 If you accept the proposed new rent,** you should make arrangements to pay it.

- If you pay by standing order, update the amount. Get in touch with your bank if you are unsure how to do this.
- If you are claiming Universal Credit, you should tell the Department for Work and Pensions once the rent or licence fee increase starts. You can find advice at: [www.gov.uk/universal-credit/changes-of-circumstances](http://www.gov.uk/universal-credit/changes-of-circumstances)
- If you are claiming Housing Benefit, you should tell your Housing Benefit Office in your local authority. You can find advice at: [www.gov.uk/housing-benefit/report-a-change-of-circumstances](http://www.gov.uk/housing-benefit/report-a-change-of-circumstances)
- To check affordability, you can search for Local Housing Allowance rates in your local authority at: <https://lha-direct.voagov.uk/>

**5.2 If you do not accept the new rent,** there are steps you must take before the date shown in **question 4.5**.

The new rent will start from this date unless you take one of the following actions:

- Agree with your landlord in writing to change or delay the new rent.
- Refer the new rent to the tribunal if you believe the proposed rent is higher than the market rate, or if you believe there is another problem with this notice. For example, if the landlord did not give it to you at least two months before the date of the proposed increase.

The application to the tribunal for a determination of a market rent can be found at: <https://www.gov.uk/guidance/apply-for-a-market-rent-determination>

The landlord will be able to reply to your application, and you will then have the opportunity to respond to their reply.

The tribunal must receive the application before the start date your landlord has given in **question 4.5**. If you refer the proposed new rent to the tribunal, tell your landlord or they may otherwise assume you agree with the new rent.

The tribunal can consider other factors like the condition of the property when deciding what the rent for your home should be.

The tribunal will decide what rent the landlord could reasonably expect if the property were let on the open market on the same terms. The amount the tribunal decides might be higher or lower than the rent your landlord has proposed. **However, you will not be required to pay more than the rent the landlord first proposed in question 4.4.** You do not have to pay the new rent amount until the tribunal has made its decision.

You might find it helpful to check similar properties in your area to get an idea of the market rate.

**5.3** If you have any questions about this notice or are worried you might not be able to pay your rent, you should speak with your landlord and/or seek advice. These are places you can find advice:

- the Shelter website: [www.shelter.org.uk](http://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 authority for support.

### **Note A: When the proposed new rent can start**

- A1.** The date in **question 4.5** of this notice must meet the three requirements below. These requirements are set out in section 13(2) of the Housing Act 1988, as amended by the Regulatory Reform (Assured Periodic Tenancies) (Rent Increases) Order 2003 and the Renters' Rights Act 2025.
- A2. First requirement:** in all cases, this notice must be served at least two months before the new rent can start.
- A3. Second requirement:** A rent increase cannot start until at the least the first anniversary of the last increase, or the date the tenancy began if there has not been an increase. This means a landlord can increase the rent only once a year.
- A4. Third requirement:** in all cases, the new rent must start at the beginning of a tenancy period. First example: if a monthly tenancy starts on the 20<sup>th</sup> of April, the new rent must start on the 20<sup>th</sup> day of the month when the increase begins. Second example: if a weekly tenancy started on a Monday, the new rent must begin on a Monday.

### **Note B: Guidance on charges included in the rent**

- B1.** In the second and third columns of the table in **question 4.6**, 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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