

# Notice proposing different terms for a Statutory Periodic Tenancy

Housing Act 1988 section 6(2)

- Please write clearly in black ink.
- Please cross out text marked with an asterisk (\*) that does not apply.
- This form can be used by either a landlord or a tenant to propose changes to the terms of a statutory periodic tenancy, which arises when a fixed term of an assured tenancy, an assured shorthold tenancy or an assured agricultural occupancy ends.
- This notice must be served on the landlord or tenant no later than the first anniversary of the day on which the former fixed term tenancy or occupancy ended.
- Do not use this notice if you are a landlord proposing only an increase in rent. Instead, you should use the form headed *Landlord's Notice proposing a new rent under an Assured Periodic Tenancy or Agricultural Occupancy*, which is available from the tribunal or law stationers.

1 To:.....

*Name(s) of landlord(s)/tenant(s)\**

*Address of premises to which the tenancy relates: .....*

.....  
.....

2 This is to give notice that I/we\* propose different terms for the statutory periodic tenancy from those of the fixed term assured tenancy which has now ended and that they should take effect from: .....

*Insert date which must be at least three months after the date on which this notice is served.*

### 3 Changes to the terms

(a) The existing provisions of the tenancy to be changed are: .....

.....  
.....

*Please attach relevant sections of the tenancy agreement if available*

(b) The proposed changes are: .....

.....  
.....

*Continue on a separate sheet if necessary*

### 4 Changes to the rent (if applicable). Go to section 5 if this does not apply.

- You should not propose a change to the rent on this form unless it is to take account of the proposed new terms at section 3. A change may be made if either the landlord or the tenant considers it appropriate.

(a) The existing rent is £.....per.....  
(e.g. week, month, year)

(b) Does the rent include council tax? Yes No\*

(c) If yes, the amount that is included for council tax is: £.....per.....  
(e.g. week, month, year)

- |     |   |   |     |
|-----|---|---|-----|
| (d) | Does the rent include water charges?  | Yes                                       | No* |
| (e) | If yes, the amount that is included for water charges is:                                       | £.....per.....<br>(e g week, month, year) |     |
| (f) | The new rent which takes into account the proposed changes in the terms of the tenancy will be: | £.....per.....<br>(e g week, month, year) |     |
| (g) | Will the new rent include council tax?  | Yes                                       | No* |
| (h) | If yes, the amount that will be included for council tax is:                                    | £.....per.....<br>(e g week, month, year) |     |
| (i) | Will the new rent include water charges?  | Yes                                       | No* |
| (j) | If yes, the amount that will be included for water charges is:                                  | £.....per.....<br>(e g week, month, year) |     |

5 Name and address of landlord or tenant proposing the changes

*To be signed and dated by the landlord or the landlord's agent (someone acting for the landlord) or the tenant or the tenant's agent.*

*If there are joint landlords or joint tenants each landlord/tenant or the agent must sign unless one signs on behalf of the rest with their agreement.*

Signed ..... Date .....

.....

.....

*Please specify whether:*    landlord    landlord's agent    tenant    tenant's agent

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

*Address*.....

.....

.....

.....

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

**What to do if this notice is served on you**

- If you agree with the new terms and rent proposed, do nothing. They will become the terms of the tenancy agreement on the date specified in section 2.
- If you don't agree with the proposed terms and any adjustment of the rent (see section 4), and you are unable to reach agreement with your landlord/tenant, or you do not wish to discuss it with him/her, you may refer the matter directly to the tribunal, before the date specified in section 2, using the form headed *Application referring a Notice proposing different terms for a Statutory Periodic Tenancy to a Tribunal* which you can obtain from the tribunal or a law stationer.
- 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.
- If you need help or advice about this notice and what you should do about it, take it immediately to a citizens advice bureau, a housing advice centre, a law centre or a solicitor.