
WELSH STATUTORY INSTRUMENTS

2015 No. 1320 (W. 118)

HOUSING, WALES

The Housing (Right to Buy) (Prescribed Forms) (Wales) Regulations 2015

Made - - - - 20 January 2015

Coming into force - - 22 January 2015

The Welsh Ministers make the following Regulations in exercise of powers conferred upon the Secretary of State by section 176(1) and (5) of the Housing Act 1985⁽¹⁾ as extended by section 26(3) of the Welsh Language Act 1993⁽²⁾ and now vested in them⁽³⁾.

Title, commencement, application and interpretation

1.—(1) The title of these Regulations is the Housing (Right to Buy) (Prescribed Forms) (Wales) Regulations 2015 and they come into force on 22 January 2015.

(2) These Regulations apply in relation to Wales.

(3) In these Regulations, “the Act” (“*y Ddeddf*”) means the Housing Act 1985.

Notice claiming to exercise the right to buy

2. A notice under section 122(1) of the Act⁽⁴⁾ is one which is in the form set out in Schedule 1, or in a form substantially to the like effect.

Notice in reply to tenant’s right to buy claim

3. A notice under section 124(1) of the Act⁽⁵⁾ is one which is in the form set out in Schedule 2, or in a form substantially to the like effect.

(1) 1985 c.68.

(2) 1993 c.38.

(3) Functions of the Secretary of State, so far as exercisable in relation to Wales, were transferred to the National Assembly for Wales by the National Assembly for Wales (Transfer of Functions) Order 1999 (S.I. 1999/672), article 2 and Schedule 1. Those functions were subsequently transferred to the Welsh Ministers by virtue of paragraph 30 of Schedule 11 to the Government of Wales Act 2006 (c.32).

(4) Section 122(1) has been amended by section 32 of the Housing (Wales) Measure 2011 (nawm 5).

(5) Section 124(1) has been amended by section 31 of the Housing (Wales) Measure 2011 (nawm 5).

Initial notice of delay

4. A notice under section 153A(1) of the Act(6) is one which is in the form set out in Schedule 3, or in a form substantially to the like effect.

Initial notice of delay - landlord's counter notice

5. A notice under section 153A(3)(b) of the Act(7) is one which is in the form set out in Schedule 4, or in a form substantially to the like effect.

Operative notice of delay

6. A notice under section 153A(5) of the Act is one which is in the form set out in Schedule 5, or a form substantially to the like effect.

Prescribed particulars to be contained in the notices

7. The particulars to be contained in a notice prescribed by regulations 2 to 6 are those required by that form.

Revocations, savings and transitional provisions

8.—(1) The Regulations specified in Schedule 6 are revoked in relation to Wales.

(2) Nothing in these Regulations affects the validity of any notice given before the 22 January 2015 if the notice was given in a form prescribed by any of the Regulations specified in Schedule 6, or in a form substantially to the like effect.

20 January 2015

Lesley Griffiths
Minister of Communities and Tackling Poverty,
one of the Welsh Ministers

(6) Section 153A was inserted by the Housing Act 1988 (c.50). Subsection (1) has been amended by section 31 of the Housing (Wales) Measure 2011 (nawm 5) and by section 187 of, and Schedules 21 and 22 to the Leasehold Reform, Housing and Urban Development Act 1993 (c.28).

(7) Section 153A(3) has been amended by Schedule 21 to the Leasehold Reform, Housing and Urban Development Act 1993 (c.28).

SCHEDULES

SCHEDULE 1

Regulation 2

FORM WRTB1 NOTICE CLAIMING TO EXERCISE THE RIGHT TO BUY

Notice Claiming

The Right to Buy

This notice is for use by certain secure tenants of local authorities, and of certain housing associations and other bodies, who wish to claim the Right to Buy their homes. Before filling in each part of this notice please read the notes relating to that part and the information pack which should have been provided by your landlord.

You may also find it helpful to read the Welsh Government booklet ‘Your Right to Buy Your Home: a guide for tenants of social landlords in Wales’, which is available at www.wales.gov.uk/Housing.

If you need further advice you can get help from a Citizens Advice Bureau or you can consult a solicitor.

When you have filled in this notice, take it or send it by recorded delivery to your landlord. If you take it by hand, ask for a receipt. Keep a copy of the completed notice yourself.

Part A: The property

Give the following details

Address of the property you wish to buy (including postcode)

Name of your Landlord

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Note

You can only claim the Right to Buy the property of which you are a tenant. It does not matter whether it is a house or a bungalow, a flat or a maisonette – the Right to Buy can still apply.

Status: This is the original version (as it was originally made). This item of legislation is currently only available in its original format.

Part B: The tenant(s)

Give the following details for each tenant of the property:

Please tick the appropriate box

Is the property the tenant's only or principal home? Does he or she wish to buy?

Title	Surname	Other Names	Y	N	Y	N
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Title	Surname	Other Names	Y	N	Y	N
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Title	Surname	Other Names	Y	N	Y	N
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Title	Surname	Other Names	Y	N	Y	N
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Title	Surname	Other Names	Y	N	Y	N
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Status: This is the original version (as it was originally made). This item of legislation is currently only available in its original format.

Notes

You may be a tenant if your name appears on the tenancy agreement, rent book or rent card. If you are unsure whether you are a tenant, you should check with your landlord.

The agreement of any tenant who does not wish to buy must be obtained before you claim the Right to Buy. They should sign Part G of this notice. Their tenancy will end when you buy the property.

Part C: Family member(s) sharing the Right to Buy

If you wish to share the Right to buy with any family member who is not a tenant, give their details below:

Title	Surname	Other names	Is the property the tenant's only or principal home?		Does he or she wish to buy?	
			Y	N	Y	N
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Relationship to Tenant

Title	Surname	Other names	Is the property the tenant's only or principal home?		Does he or she wish to buy?	
			Y	N	Y	N
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Relationship to Tenant

Title	Surname	Other names	Is the property the tenant's only or principal home?		Does he or she wish to buy?	
			Y	N	Y	N
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Relationship to Tenant

Status: This is the original version (as it was originally made). This item of legislation is currently only available in its original format.

Notes

You may share the Right to Buy with up to three family members who are not themselves tenants, if the property is their only or principal home. Unless your landlord agrees otherwise, the family members must also:

- be your husband, wife or civil partner; or
- have lived with you throughout the last 12 months.

A person who lives with you:

- as your husband or wife but who is not married to you; or
- as if you were civil partners but who is not your registered civil partner, is regarded as a family member.

If you are unsure whether someone qualifies as a family member for this purpose, you should check with your landlord.

Part D: Qualification and discount

Please read these notes before filling in the table(s) on pages 5-9.

If you were a public sector tenant before 18 January 2005, you must have been a tenant for a qualifying period of at least two complete years to be eligible to buy your home. You are then also eligible for a discount.

Your discount cannot be greater than the maximum discount in Wales which is £16,000. However, subject to that limit, your discount is 32 per cent if you are a tenant of a house, and 44 per cent if you are a tenant of a flat, plus any extra discount for additional complete years as a public sector tenant. If you are buying a house, you are eligible for 1 per cent more discount for each additional complete year, up to a maximum limit of 60 per cent. If you are buying a flat, you are eligible for 2 per cent more discount for each additional complete year, up to a maximum limit of 70 per cent.

If you became a public sector tenant for the first time on or after 18 January 2005, you must have been a tenant for a qualifying period of at least five years to be eligible to buy your home. You are then also eligible for discount. Your discount cannot be greater than the maximum discount in Wales. Subject to that limit, your discount is 35 per cent if you are a tenant of a house, and 50 per cent if you are a tenant of a flat, plus any extra discount for additional complete years as a public sector tenant. If you are buying a house, you are eligible for 1 per cent more discount for each additional complete year, up to a maximum limit of 60 per cent. If you are buying a flat, you are eligible for 2 per cent more discount for each additional complete year, up to a maximum limit of 70 per cent.

Status: This is the original version (as it was originally made). This item of legislation is currently only available in its original format.

You need to have spent the full qualifying period in your present home or with you present landlord, and in some circumstances periods which another person (such as your husband, wife or civil partner) has spent as a public sector tenant or armed forces of the UK occupier can count towards your qualifying period.

A public sector tenant is a tenant of one of the public sector landlords listed at the end of this form who occupies the property as their only or principal home. This may include an employee living in accommodation provided in connection with their job.

An armed forces of the UK occupier is a person who occupies accommodation provided for them as a member of the regular armed forces of the UK.

Present and previous tenancies

This section must be completed by each tenant of this property who wishes to be included in this Right to Buy application. Each tenant applying jointly should fill in a purchaser's name box and add the relevant details.

Please give details:

- Of your present tenancy of the property
- In relation to any periods in the past when you were a public sector tenant or an armed forces of the UK occupier:

Purchaser's Name:

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Period

From Month/Year	To Month/Year	Name of tenants or member of armed forms of the UK	Address of property (not required for armed forces of the UK accommodation)	Name of Landlord (or branch of armed forces of the UK)

Status: This is the original version (as it was originally made). This item of legislation is currently only available in its original format.

Purchaser's Name:

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From Month/Year	To Month/Year	Name of tenants or member of armed forms of the UK	Address of property (not required for armed forces of the UK accommodation)	Name of Landlord (or branch of armed forces of the UK)

Purchaser's Name:

--

From Month/Year	To Month/Year	Name of tenants or member of armed forms of the UK	Address of property (not required for armed forces of the UK accommodation)	Name of Landlord (or branch of armed forces of the UK)

Status: This is the original version (as it was originally made). This item of legislation is currently only available in its original format.

If you are married or a civil partner and you are living with your husband, wife or civil partner

Please give details in relation to any periods when your husband, wife or civil partner:

- was previously a public sector tenant or an armed forces of the UK occupier
- was previously married to another person or previously had a different civil partner and lived in a property of which that person was a public sector tenant or an armed forces of the UK occupier.

But these details should only be completed if you are a tenant of this property and you wish to be included in this right to Buy application.

Each tenant applying jointly should fill in a purchaser's name box and add the relevant details.

Purchaser's Name:

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From Month/Year	To Month/Year	Name of tenants or member of armed forces of the UK	Address of property (not required for armed forces of the UK accommodation)	Name of Landlord (or branch of armed forces of the UK)

Status: This is the original version (as it was originally made). This item of legislation is currently only available in its original format.

If you are separated, divorced or your civil partnership has been dissolved.

Please give details in relation to any periods when you were living in a property of which your separated or former husband, wife or civil partner was a public sector tenant or an armed forces of the UK occupier.

But these details should only be completed if you are a tenant of this property and wish to be included in this Right to Buy application. Each tenant applying jointly should fill in a purchaser's named box and add the relevant details.

Purchaser's Name:

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Period

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From Month/Year	To Month/Year	Name of tenants or member of armed forces of the UK	Address of property (not required for armed forces of the UK accommodation)	Name of Landlord (or branch of armed forces of the UK)

Status: This is the original version (as it was originally made). This item of legislation is currently only available in its original format.

Purchaser's Name:

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From Month/Year	To Month/Year	Name of tenants or member of armed forces of the UK	Address of property (not required for armed forces of the UK accommodation)	Name of Landlord (or branch of armed forces of the UK)

If your husband, wife or civil partner has died and you were living together when he or she died.

Please give details in relation to any periods when your deceased husband, wife or civil partner:

- was a public sector tenant or an armed forces of the UK occupier
- was previously married to another person or previously had a different civil partner and lived in a property of which that person was a public sector tenant or an armed forces occupier.

But these details should only be completed if you are a tenant of this property and wish to be included in this Right to Buy application. Each tenant applying jointly should fill in a purchaser's name box and add the relevant details.

Status: This is the original version (as it was originally made). This item of legislation is currently only available in its original format.

Purchaser's Name:

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From Month/Year	To Month/Year	Name of tenants or member of armed forces of the UK	Address of property (not required for armed forces of the UK accommodation)	Name of Landlord (or branch of armed forces of the UK)

Tenants who have taken over a public sector tenancy from a parent.

A tenant who has taken over a parent's public sector tenancy may be able to count, for qualification and discount, periods after the age of 16 living in a property of which a parent was a public sector tenant.

If this heading applies to you, give details in relation to any periods when:

- you were over the age of 16 and living with a parent who was a public sector tenant,
- a person to whom you are or were married, or who is or was your civil partner, was over the age of 16 and living with a parent who was a public sector tenant,
- a person who
 - was previously married to your husband, wife or civil partner; or
 - previously had a civil partnership with your husband, wife or civil partner,
 was over the age of 16 and living with a parent who was a public sector tenant.

But these details should only be completed if you are a tenant of this property and wish to be included in this Right to Buy application. Each tenant applying jointly should fill in a purchaser's name box and add the relevant details.

Status: This is the original version (as it was originally made). This item of legislation is currently only available in its original format.

Purchaser's Name:

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From Month/Year	To Month/Year	Name of tenants or member of armed forces of the UK	Address of property (not required for armed forces of the UK accommodation)	Name of Landlord (or branch of armed forces of the UK)

Part E: Previous discount

Give details below of any previous purchase, at a discount, from a public sector landlord (see the list of public sector landlords at the end of this form) which you or your husband, wife or civil partner, or deceased husband, wife or civil partner, have made. If you are applying to buy jointly with others, give details in relation to each purchaser.

Address of Property

Name of public sector Landlord

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Name of public sector Landlord

--

Name of public sector Landlord

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Status: This is the original version (as it was originally made). This item of legislation is currently only available in its original format.

Note

The amount of any discount on a previous purchase from a public sector landlord, less any sum later repaid, may be deducted from the discount allowed on your present purchase.

Part F: Tenants' improvements

Give the following details of any tenants' improvements to the property:

Description of improvements	Name of tenant who made the improvement

Notes

When the property is valued to fix the price, any improvements which you have made will not be included in the valuation. You should give details of any improvements which you think may affect the valuation, e.g. central heating, double glazing, a fitted kitchen or a new bathroom suite.

The value of improvements will also be ignored when they were carried out by either:

- your predecessor in the same tenancy (including an introductory tenancy at the start of the tenancy); or
- a family member who was a secure or introductory tenant of the property immediately before you under a different tenancy.

If you are unsure whether someone qualifies as a family member for this purpose you should check with your landlord.

Status: This is the original version (as it was originally made). This item of legislation is currently only available in its original format.

Part G: Signatures Warning: If you give false information or withhold relevant information you may be prosecuted.

To be completed by each tenant wishing to buy:

- I claim the Right to Buy
- As far as I know, the information given in this notice is true.

Signature	Surname	Other Names	Date of Birth
Date		Daytime Telephone	

Signature	Surname	Other Names	Date of Birth
Date		Daytime Telephone	

Signature	Surname	Other Names	Date of Birth
Date		Daytime Telephone	

Signature	Surname	Other Names	Date of Birth
Date		Daytime Telephone	

Signature	Surname	Other Names	Date of Birth
Date		Daytime Telephone	

Status: This is the original version (as it was originally made). This item of legislation is currently only available in its original format.

To be completed by each family member (who is not a tenant) sharing the Right to Buy:

- I agree to share the Right to Buy
- As far as I know the information given in this notice is true.

Signature	Surname	Other Names	Date of Birth

Signature	Surname	Other Names	Date of Birth

Signature	Surname	Other Names	Date of Birth

To be completed by each tenant not wishing to buy: (Your tenancy will end if the purchase goes ahead)

- I do not wish to claim the Right to Buy
- I agree to the above purchaser(s) exercising the Right to Buy

Signature	Surname	Other Names	Date of Birth

Signature	Surname	Other Names	Date of Birth

Signature	Surname	Other Names	Date of Birth

What happens next?

Your landlord must reply to your claim by either admitting or denying the Right to Buy. If the Right to Buy is denied, reasons must be given. Your landlord has four weeks to reply unless the period on which you rely to qualify for the Right to Buy includes a period spent as a tenant of another landlord. In that case your landlord must reply within eight weeks.

After admitting your Right to Buy, your landlord must notify you of the proposed terms of sale, including the purchase price. At that stage you must decide whether to go ahead with the Right to Buy or to withdraw your application.

This notice does not commit you to buying the property. You may withdraw at any time before completing by notifying your landlord in writing.

Suspension of the Right to Buy in areas of housing pressure

In 2011 the Housing (Wales) Measure was passed by the National Assembly for Wales.

Part 1 of the Measure gives a local housing authority the opportunity to apply to the Welsh Ministers to be allowed to suspend the Right to Buy in an area of housing pressure.

The Welsh Ministers can approve suspension for an initial period of up to 5 years. There is also the option for an extension for an additional 5 years, giving a maximum possible suspension period of 10 years.

How will this affect you?

If you apply to your landlord to exercise the Right to Buy during a period of suspension, your landlord will tell you that your application has been denied because the Right to Buy is suspended in your area. They will also tell you how long that suspension will last.

You will also be unable to exercise the Right to Buy during the period when Welsh Ministers are considering a landlord's application for a direction to suspend the Right to Buy. You may wish to check if your local authority has made an application to suspend the Right to Buy in your area and if you will be affected.

Status: This is the original version (as it was originally made). This item of legislation is currently only available in its original format.

Public sector landlords in Wales (see Parts D and E)

Natural Resources Wales

Welsh Ministers (in certain circumstances)

National Assembly for Wales (in some circumstances)

National Library of Wales

National Museum of Wales

Sports Council for Wales

Registered Social Landlords (but not co-operative housing associations) In England

Community councils

Local authorities

New town corporations

Parish councils

Urban Development Corporations

Housing Action Trusts

Registered Social Landlords (but not co-operative housing associations) Government departments

Ministers of the Crown

Secretary of State (in some circumstances)

Area electricity boards

Fire and rescue authorities

Internal drainage boards

Civil Aviation Authority

Coal Authority

Electricity Council

English Sports Council

Environment Agency

Historic Buildings and Monuments Commission for England

Lake District Special Planning Board

Lee Valley Regional Park Authority

Medical Research Council

National Bus Company

Natural England (in some circumstances)

Natural Environment Research Council

Peak Park Joint Planning Board

Post Office

Science and Engineering Research Council
Sports Council
Transport for London
Trinity House (in some circumstances)
United Kingdom Atomic Energy Authority
United Kingdom Sports Council
National Health Service trusts and foundation trusts
Passenger transport executives
Police authorities
Water authorities
AFRC Institute for Grassland and Animal Production
Agricultural and Food Research Council
British Airports Authority
British Broadcasting Corporation
British Coal Corporation
British Gas Corporation
British Railways Board
British Steel Corporation
British Waterways Board
Central Electricity Generating Board
Church Commissioners
Mayoral Development Corporation
Commission for New Towns
Regulator of Social Housing
Non-Profit registered provider of social housing which is not
a co-operative housing association
Homes and Communities Agency (in certain circumstances)
Greater London Authority (in certain circumstances)
Canal and River Trust
In Scotland
Councils
Development Corporations
Housing Associations (in some circumstances)
Water authorities
Commissioners of Northern Lighthouses

Status: This is the original version (as it was originally made). This item of legislation is currently only available in its original format.

Highlands and Islands Enterprise
North of Scotland Hydro-Electric Board
Scottish Homes
Scottish Natural Heritage
Scottish Sports Council
South of Scotland Electricity Board
In Northern Ireland
District Councils
Education and Library Boards
Registered housing associations
Fire Authority for Northern Ireland
Northern Ireland Electricity Service
Northern Ireland Housing Executive
Northern Ireland Policing Board
Northern Ireland Transport Holding Company
Sports Council for Northern Ireland

In respect of housing co-operative agreements In England and Wales, a local housing authority, new town corporation or the Development Board for Rural Wales. In Scotland, a local housing authority. And any predecessor of these landlords.

SCHEDULE 2

Regulation 3

FORM WRTB2
NOTICE IN REPLY TO TENANT'S RIGHT TO BUY CLAIM

Housing Act 1985:
124 Notice in reply to tenant's
Right to Buy claim

Landlord's name

--

Landlord's reference

--

The Landlord should delete any part of this notice which does not apply Part A:

Admission of the Right to Buy

To: Name(s) of person(s) whose Right to Buy is admitted

Surname	Other Names

Status: This is the original version (as it was originally made). This item of legislation is currently only available in its original format.

Your Right to Buy the following property is allowed

Address of property

Your claim was received on:

--

(insert date)

The purchase price will be based on the property's market value at this date:

Note to tenant

The landlord is required to send you a notice stating the proposed terms of sale, including the purchase price, within the next eight weeks (or 12 weeks if you are buying a lease of the property rather than the freehold).

Signed on behalf of the Landlord

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Job Title

--

Name

--

Date

--

Status: This is the original version (as it was originally made). This item of legislation is currently only available in its original format.

Part B: Denial of the Right to Buy on grounds other than paragraph 11 of Schedule 5
To the Housing Act 1985

To: Name(s) of person(s) whose right to Buy is denied Surname

Other names

Your Right to Buy the following property is denied:

Address of property

Status: This is the original version (as it was originally made). This item of legislation is currently only available in its original format.

In the opinion of the landlord you do not have the Right to Buy for the following reason(s):
(Give full reasons including reference to any relevant statutory provisions).

Note to tenant

Your Right to Buy has been denied in the circumstances set out in the Housing Act 1985, as amended. You have been denied the Right to Buy for the reason(s) set out above and, therefore, do not have the right of appeal to a residential property tribunal. The booklet "Your Right to Buy your Home : A guide for tenants of social landlords in Wales" contains guidance and explains how to get help and advice if you dispute the reason(s) given.

Signed on behalf of the Landlord

Name

--

Job Title

--

Date

--

Part C: Elderly persons' dwellings: Denial of the Right to Buy on the grounds in Paragraph 11 of Schedule 5 to the Housing Act 1985

To: Name(s) of person(s) whose Right to Buy is denied

Surname(s)

Other name(s)

Status: This is the original version (as it was originally made). This item of legislation is currently only available in its original format.

Your Right to Buy the following property is denied:

Address of property

Reason for denial

In the opinion of the landlord you do not have the Right to Buy because paragraph 11 of Schedule 5 to the Housing Act 1985 applies. This means that the property was first let before 1 January 1990, is particularly suitable for occupation by elderly persons, and was let for occupation by a person aged 60 or more.

Signed on behalf of the Landlord

--

Job Title

--

Name

--

Date

--

Note to tenant

You have been denied the Right to Buy on the grounds in paragraph 11 of Schedule 5 to the Housing Act 1985. If you do not agree with this decision for denying the Right to Buy you may ask Welsh Ministers to decide whether it is correct. You can do so by writing to Welsh Ministers, Housing Policy Division, Welsh Government, Merthyr Tydfil Office, Rhydycar, Merthyr Tydfil, CF48 1UZ. You must make your application to Welsh Ministers within eight weeks of receiving the denial from your landlord.

Suspension of the Right to Buy in areas of housing pressure

In 2011 the Housing (Wales) Measure has passed by the National Assembly for Wales. Part 1 of the Measure gives a local housing authority the opportunity to apply to the Welsh Ministers to be allowed to suspend the Right to Buy in an area of housing pressure.

The Welsh Ministers can approve suspension for an initial period of up to five years. There is also the option for an extension of an additional five years, giving a maximum possible suspension period of 10 years. Detail of how this affects you as a tenant can be found in the booklet "Your Right to Buy Your Home: A guide for tenants of social landlords in Wales".

Status: This is the original version (as it was originally made). This item of legislation is currently only available in its original format.

SCHEDULE 3

Regulation 4

FORM WRTB3
INITIAL NOTICE OF DELAY

Initial Notice of Delay

General

This form is for use by tenants of local authorities and certain other bodies who have claimed to exercise the Right to Buy their homes and are being held up by the landlord.

Give the following details:

Address of property you wish to buy

Name of your Landlord

--

Give the date of your application to buy and your landlord's reference number if you know it.

Date of Application

Landlord's reference

--

--

Say what your landlord did last, as far as you know, in dealing with your application.

To the Landlord

I am serving this notice of delay because: (tick one of the following reasons)

- A.** you have not yet served a notice under section 124 (admitting or denying the Right to Buy)
- B.** you have not yet served a notice under section 125 (giving your opinion of the purchase price)
- C.** delays on your part are holding up the sale under the Right to Buy.

Notes

Tick A If you have not yet had a notice from your landlord (WRTB2) confirming or denying your Right to Buy and the time for sending that notice has run out. It should be sent to you within four weeks from the date when you claimed to exercise the Right to Buy, but the time limit is eight weeks if you have not been a tenant of the present landlord for five years.

Tick B If it has been established that you have the Right to Buy, eight weeks have passed (or twelve weeks if you are buying a flat or a leasehold house), and you have not yet received a notice from your landlord telling you the price at which the landlord considers you are entitled to buy.

Tick C If your purchase is held up in some other way. For instance, if you have received notice of the purchase price and you have served a notice on your landlord stating that you want to pursue your claim to exercise the Right to Buy, but your landlord is not making reasonable progress towards completing the sale.

Status: This is the original version (as it was originally made). This item of legislation is currently only available in its original format.

I serve notice on you under section 153A of the Housing Act 1985. The response period (see note) is one month from the date of service of this notice.

Signature

Date

Surname

Other Names

Note

The response period is the time you are giving the landlord to reply. You must allow at least one calendar month. If you want to give longer, cross out "one month" and write in the period you are allowing instead.

When you have filled in this form, take it or send it by recorded delivery to your landlord. If you take it by hand, ask for a receipt. Keep a copy of the form and make a note of the date when you delivered or posted it.

Signed on behalf of the landlord – to be signed on receipt of the notice.

Job Title

Name

Date

SCHEDULE 4

Regulation 5

FORM WRTB4
INITIAL NOTICE OF DELAY - LANDLORD'S COUNTER NOTICE

Initial Notice of Delay
Landlord's Counter Notice

Landlord's name

--

To: Name(s) of person(s) whose Right to Buy is admitted

Surname	Other Names

Address of property

Status: This is the original version (as it was originally made). This item of legislation is currently only available in its original format.

This counter notice responds to an initial delay notice (WRTB3) served on Date...../...../.....

There is no action for us to take in order to allow you to exercise your Right to Buy more quickly which had not been taken when you served your notice and which remains to be taken at the date of this notice because:

Give full reasons including the last step taken by the landlord and say, what needs to be done next to enable the purchase to go ahead.

Note to landlord

Where a tenant has served a notice on you stating that delays on your part are holding up the sale under the Right to Buy you may serve this counter notice under section 153A(3)(b) explaining your position. There are consequences if you do not reply to the tenant in the time specified in the initial notice of delay (WRTB3). If you do not reply within the time specified you must deduct from the purchase price an amount based on the actual rent paid during the period of delay.

Note to tenant

This notice denies that the landlord is holding up your purchase of your home. If you do not agree with what the landlord says on this form, you may wish to take legal advice.

Signed on behalf of the landlord

Name

Office Held

Date

SCHEDULE 5

Regulation 6

FORM WRTB5
OPERATIVE NOTICE OF DELAY

Operative Notice of Delay

This form is for use by a tenant who has claimed to exercise the right to Buy and has served an initial notice of delay (WRTB3) under section 153A of the Housing Act 1985. If the time for replying to the initial notice has run out and the landlord has not served a counter notice, the tenant may serve this form. The effect of this is that the landlord must deduct from the purchase price an amount based on the rent actually paid during the period of delay.

Give the following details:

Address of property you wish to buy

Name of your landlord

Give the date on which the initial notice of delay was served on the landlord and the landlord's reference number for your application if you know it.

Date of initial delay notice

Landlord's reference number

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To the Landlord:

An initial notice of delay has been served on you under Section 153A of the housing Act 1985 and no counter notice has been served within the response period. Section 153B will apply to payments of rent made from the default date, where you failed to serve a notice under section 124 or 125 of that Act, and in any other case from the date this notice was served.

Status: This is the original version (as it was originally made). This item of legislation is currently only available in its original format.

Signature

Date

Surname

Other Names

Notes

Where the tenant has served an initial notice of delay (WRTB3) because the landlord has not served a notice under section 124 or 125 of the Housing Act 1985, rent payments after the date when the notice should have been served will reduce the purchase price.

Where it was served because of other delays, rent payments after this notice is served will reduce the purchase price.

When you have filled in this form, take it or send it by recorded delivery to your landlord. If you take it by hand, ask for a receipt. Keep a copy of the form and make a note of the date when you delivered or posted it.

SCHEDULE 6

Regulation 8

REVOCATIONS

- Housing (Right to Buy) (Prescribed Forms) Regulations 1986**(8)**
- Housing (Right to Buy) (Prescribed Forms) (Amendment) Regulations 1989**(9)**
- Housing (Right to Buy Delay Procedure) (Prescribed Forms) Regulations 1989**(10)**
- Housing (Right to Buy) (Prescribed Forms) (Amendment) Regulations 1992**(11)**
- Housing (Right to Buy Delay Procedure) (Prescribed Forms) (Amendment) Regulations 1993**(12)**
- Housing (Right to Buy) (Prescribed Forms) (Amendment) Regulations 1993**(13)**
- Housing (Right to Buy Delay Procedure) (Prescribed Forms) (Welsh Forms) Regulations 1994**(14)**
- Housing (Right to Buy) (Prescribed Forms) (Welsh Forms) Regulations 1994**(15)**
- Housing (Right to Buy) (Prescribed Forms) (Amendment) Regulations 1996**(16)**

EXPLANATORY NOTE

(This note is not part of the Regulations)

These Regulations prescribe the form of certain notices under Part 5 of the Housing Act 1985 (“the Act”) relating to the right to buy, and the particulars to be contained in those notices.

Regulation 2 and Schedule 1 prescribe the form to be used by a secure tenant claiming to exercise the right to buy in accordance with section 122 of the Act.

Regulation 3 and Schedule 2 prescribe the form to be used by the landlord who has received notice from the tenant claiming to exercise the right to buy. The notice, given under section 124 of the Act, either admits or denies the tenant’s right to buy.

Regulation 4 and Schedule 3 prescribe the form to be used by a tenant who has served the notice claiming to exercise the right to buy where there has been a delay as described in section 153A(1) of the Act.

Regulation 5 and Schedule 4 prescribe the form to be used by a landlord who has been served an initial notice of delay in the circumstances set out in section 153A(3)(b) of the Act.

Regulation 6 and Schedule 5 prescribe the form to be used by a tenant in the circumstances set out in section 153A(5) of the Act.

Regulation 7 prescribes the particulars to be contained in any of the above notices, and regulation 8 revokes the Regulations listed in Schedule 6, which these Regulations replace.

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- (8)** S.I. 1986/2194.
 - (9)** S.I. 1989/239.
 - (10)** S.I. 1989/240.
 - (11)** S.I. 1992/1707.
 - (12)** S.I. 1993/2245.
 - (13)** S.I. 1993/2246.
 - (14)** S.I. 1994/2931.
 - (15)** S.I. 1994/2932.
 - (16)** S.I. 1996/2652.

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The Welsh Ministers' Code of Practice on the carrying out of Regulatory Impact Assessments was considered in relation to these Regulations. As a result, it was not considered necessary to carry out a regulatory impact assessment as to the likely costs and benefits of complying with these Regulations.