



## Changes to AST Tenancies from 1 October 2015



**James Millis**  
**Partner**

01622 776457  
[jamesmillis@brachers.co.uk](mailto:jamesmillis@brachers.co.uk)

From 1 October 2015 changes come into force that affect the way in which Assured Shorthold Tenancies (AST) are administered and ended.

### Key changes

They key changes relate to:

1. New information must be provided by the Landlord before service of a Section 21 Notice.
2. A new form of Section 21 Notice.
3. Restrictions on when a Section 21 Notice may be served.

### When will they apply?

The new rules will apply to all ASTs granted in England on or after 1 October 2015. The rules will not initially apply to a fixed term AST granted before 1 October 2015 or to one that continues as a statutory periodic tenancy after 1 October 2015. However from 1 October 2018 the rules will apply to all ASTs.

### Information to be provided by the Landlord

The Landlord must already provide a Tenant with certain documentation relating to a property let under an AST within certain timescales. Before the Landlord serves any Section 21 Notice, they must provide the following otherwise the Notice will be invalid:

1. An Energy Performance Certificate (free of charge);
2. A copy of a Gas Safety Certificate; and
3. The Department of Communities and Local Government's Booklet: "How to rent: The checklist for renting in England"  
<https://www.gov.uk/government/publications/how-to-rent>

We suggest that the Landlord provides this information to the Tenant before they move in (to comply with all legislation) and ask the Tenant to acknowledge receipt. The Landlord should keep a record to evidence its compliance.

### Prescribed Form of Section 21 Notice

The Landlord must now use a prescribed form of Section 21 Notice to terminate an AST entered into from 1 October 2015.

Despite the Deregulation Act receiving Royal Assent on 26 March 2015, the new Prescribed Form 6A was only approved by Parliament on 9 September 2015 and leaves Landlords little time to familiarise themselves with it.

A copy of form 6A can be found by following this link: <http://www.legislation.gov.uk/uksi/2015/1646/schedule/made>.

Form 6A provides useful guidance as to when it can and cannot be used. It also states that it may be used for all ASTs, including those commenced before 1 October 2015.

However the Landlord should exercise caution if it is considering using Form 6A for any ASTs entered into before 1 October 2015, as there is no saving provision within Form 6A to protect against the wrong date being stated. If in doubt, the Landlord should seek legal advice.

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### Restrictions on when a Section 21 Notice may be served

The Landlord can no longer serve a Section 21 Notice at the start of an AST. It can only serve a Section 21 Notice after the Tenant has resided in the property for 4 months. Two months' notice must be given before the AST comes to an end.

This is likely to mean that an AST will last longer than 6 months, as the Landlord will need to allow time for service of the Notice.

The Landlord will therefore need to act precisely if it wishes to terminate the AST on the 6 month anniversary of the term and ensure that it strictly complies with any service provisions in the AST to ensure that the Notice is valid.

### Other changes

Other changes which come into force on 1 October 2015 include:

1. Restricting the ability of the Landlord to rely on a Section 21 Notice where the Tenant has made a written complaint to the Landlord regarding the condition of the property (or common parts) before a Section 21 Notice is given and the Landlord has not responded, or its response is inadequate, or it then serves a Section 21 Notice.
2. Removing the need for a Landlord to specify in a Section 21 Notice, the last day of a period of the tenancy as the date on which the AST comes to an end.

3. Giving a Tenant a statutory right to claim back rent paid in advance, calculated on a daily basis, in respect of a period falling after a Section 21 Notice brings the AST to an end.

### Reminder - Tenancy Deposits

These changes are in addition to the Landlord's obligations to protect a tenancy deposit within a Tenancy Deposit Scheme and to provide the Tenant with the tenancy deposit prescribed information within 30 days of receipt of a deposit.

If the Landlord fails to comply with these obligations, it will not only be prevented from serving a Section 21 Notice but it will have to return the deposit to the Tenant and potentially pay compensation to the Tenant of between 1-3 times the amount of the deposit.

### Summary

Landlords and Letting Agents need to familiarise themselves with the new requirements and procedures to ensure that that they have records to prove to the Court that all of these requirements have been complied with by the Landlord. Otherwise, there is a real risk that the Court may not be satisfied that the Section 21 Notice is valid. This could result in time delays whilst fresh notices are served and additional costs of the Court process.

**If you have any further queries or questions please do not hesitate to contact James Millis at [jamesmillis@brachers.co.uk](mailto:jamesmillis@brachers.co.uk) or 01622 776457.**





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professional service  
that gives total peace  
of mind”

Mr & Mrs Barrett, Client

### Meet the team



**James Millis**  
**Partner**

01622 776457  
jamesmillis@brachers.co.uk



**Allis Beasley**  
**Partner**

01622 776454  
allisbeasley@brachers.co.uk



**Kate Baigent**  
**Partner**

01622 776412  
katebaigent@brachers.co.uk



**Sarah Gaines**  
**Partner**

01622 776446  
sarahgaines@brachers.co.uk



**Sara Smith**  
**Associate**

01622 776431  
sarasmith@brachers.co.uk



**Alison Holmes**  
**Chartered Legal Executive**

01622 776424  
alisonholmes@brachers.co.uk



**Maria Curtis**  
**Solicitor**

01622 776417  
mariacurtis@brachers.co.uk



**Cheraine Williams**  
**Solicitor**

01622 776430  
cherainewilliams@brachers.co.uk



**Roberta Organ**  
**Solicitor**

01622 776469  
robertaorgan@brachers.co.uk

The information contained in this document provides background information only. The document may be misleading if relied upon as an exhaustive list of the legal issues involved. If any matter referred to in this document is sought to be relied upon, further information should be sought.

All information correct at time of publication September 2015.