

right to occupy the property.

In England & Wales and Northern Ireland the payment of rent is not absolutely required in order to create a tenancy, but in Scotland it is vital.

In England & Wales and Scotland a rent book is only required:

- where the rent is described in the tenancy agreement as being paid weekly; or
- where the rent is actually paid weekly by agreement, irrespective of the wording of the agreement.

Where rent is being demanded or paid weekly, it is a criminal offence to fail to provide a rent book.

Where a rent book is required to be provided it is also an obligation that it is kept reasonably up to date. The purpose of a rent book is to provide a receipt for payments for the tenant and a log of rent paid for the landlord. Therefore, it is useless to have such a book and then allow it to become hopelessly outdated.

Rent is payable in arrears, unless the tenancy agreement states otherwise, and most modern agreements do. In the case of tenancies in England and Wales which fall under the Rent Act 1977 ('statutory tenants'), it is unlawful to demand rent in advance and all of these tenancies will have the rent paid in arrears. Where payment is due, it falls due on the morning of the day stated in the agreement but the tenant has the whole of that day (until midnight) to make payment. Where rent is payable in advance, the tenant will be deemed to be in arrears for the whole period that they are obliged to make payment for once that payment is outstanding. So, if a tenant is supposed to make a payment on the first day of each month in advance for the coming month, the tenant will be one month in arrears if he does not make payment on that day.

Where rent is payable in advance there is no requirement in law that the payment be apportioned and this is only required if the tenancy agreement

For lodgers, the money paid is, legally speaking, not rent but simply a 'licence fee', as lodgers do not have tenancies. Homeowners should be careful not to describe money paid as 'rent' if they are not creating a tenancy, as it causes confusion and may give the occupier more rights than they intend. However, you cannot avoid creating a tenancy by falsely describing a rent payment as something else. The provision of this book to a non-tenant will not in itself be enough to allow the tenant to assert that they are paying money as rent, despite its title.

The tenant/lodger should read the information beginning on page 4.

The landlord should fill in the table below.

TENANCY/LODGER DETAILS (LANDLORD TO COMPLETE)	
TENANT/LODGER:	9-WOODS
DATE OF TENANCY/LODGER AGREEMENT:	9-5-14
RENT COLLECTOR:	K. Stone
PROPERTY ADDRESS:	1. SUNNYBANK GRAVE HILL. SO32 2JQ

TYPE OF LETTING (LANDLORD MUST TICK APPLICABLE BOX)	
<input type="checkbox"/> A	ASSURED TENANCY (ENGLAND OR WALES)
<input type="checkbox"/> B	ASSURED SHORTHOLD TENANCY (ENGLAND OR WALES)
<input type="checkbox"/> C	RESTRICTED CONTRACT LETTING (ENGLAND OR WALES)
<input type="checkbox"/> D	PROTECTED OR STATUTORY TENANCY (ENGLAND OR WALES)
<input type="checkbox"/> E	ASSURED OR SHORT ASSURED TENANCY (SCOTLAND)
<input type="checkbox"/> F	PRIVATE TENANCY (NORTHERN IRELAND)
<input type="checkbox"/> G	LODGER (ENGLAND, WALES, SCOTLAND OR NORTHERN IRELAND)

If you are unsure which type of letting applies to your property, seek legal advice.

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FOR TENANTS IN ENGLAND & WALES

INFORMATION FOR TENANT

IMPORTANT: please read this and the notices and information on pages 5 to 8.

As a tenant, if the rent for the premises you occupy as your residence is payable weekly, the landlord must provide you with a rent book or similar document. If you have an assured tenancy, including an assured shorthold tenancy, or a restricted contract letting, or a protected or statutory tenancy (see paragraphs A9, B11 and C11 on pages 6, 7 and 8), the rent book or similar document must contain the notices and information which are appropriate to your type of tenancy on pages 5 to 8, properly filled in.

The landlord must complete a table (see below), stating the current rent and charge for services/improvements (if any), with the total figure in the end column. If these figures change, the landlord should insert the new figures, together with the date they are effective from.

The premises are let weekly at the rent shown, which is payable on _____ each week in advance/arrears* and which includes the sums (if any) stated in respect of service, etc.

EFFECTIVE FROM	WEEKLY PAYMENTS		
	CHARGES FOR SERVICES, IMPROVEMENTS, ETC (£)	RENT (SEE DETAILS ON PAGES 6-8) (£)	TOTAL PAYABLE (£)
DATE 9.1.11	9.1.11	375	375
DATE 9.2.11	35 £	375	410
DATE 9.3.11	37 £	375	412
DATE 10.3.11	36 £	375	411
DATE 9.4.11	37 £	375	412
DATE 11.5.11	34 £	375	409
DATE 9.6.11	32 £	375	407
DATE 9.7.11	32 £	375	407

* Delete as appropriate

Note – this section is for both assured and assured shorthold tenants. Therefore any mention of assured tenancies should not be taken as giving notice that the tenancy is an assured tenancy.

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Notices and information which apply to all types of letting:

THE HOUSING ACT 1985

Summary of Part X of the Housing Act 1985.

CAUSING OR PERMITTING OVERCROWDING

1. An occupier who causes or permits his dwelling to be overcrowded is liable to prosecution for an offence under the Housing Act 1985, and, if convicted, to a fine of up to level 2 on the standard scale, and a further fine of up to one-tenth of that level in respect of every day on which the offence continues after conviction. Any part of a house which is occupied by a separate household is a 'dwelling'.
2. A dwelling is overcrowded if the number of persons sleeping in it is more than the 'permitted number', or is such that two or more of those persons, being ten years old or over, of opposite sexes (not being persons living together as husband and wife), must sleep in the same room.
3. The 'permitted number' for the dwelling to which this Rent Book relates is _____ persons. In counting the number of persons each child under ten counts as half a person, and a child of less than a year is not counted at all.

The name and address of the local environmental health officer is:

Tel: _____

The name and address of the landlord or other person responsible for repairs is:

Tel: _____

RENT BOOK (FORMS OF NOTICE) REGULATIONS 1982 AS AMENDED

* These entries must be kept up to date ** Delete as appropriate

1. Address of premises

2. Name and address of landlord*

DATE DUE	RENT DUE £	DATE RECEIVED
10.8.11	30. + 375	10.8.11
9.9.11	24 + 375	9.9.11
10.10.11	24. + 375	10.10.11
10.11.11	32. + 375	10.11.11
9.12.11	38. + 375	9.12.11
9.1.12	36 375	9.1.12
10.2.12	37. 375	10.2.12
9.3.12.	35 375	9.3.12
9.4.12	33 375	9.4.12
9.5.12.	26 375	9.5.12
9.6.12	25 375	9.6.12
10.7.12	21. 375	10.7.12
9.8.12	19. 375	9.8.12
9.9.12	21. 375	9.9.12
9.10.12	28 375	9.10.12
10.11.12	36 375	10.11.12
11.12.12	36 375	11.12.12

CASH RECEIVED £	ARREARS £	BY WHOM RECEIVED

DATE DUE	RENT DUE £	DATE RECEIVED
9.1.13	34 375	9.1.13
10.2.13	33. 375	10.2.13
9.3.13	31. 375	9.3.13
9.4.13	28 375	9.4.13
9.5.13	26 375	9.5.13
10.6.13	18. 375	10.6.13
9.7.13	16 375	9.7.13
10.8.13	16. 395	10.8.13
9.9.13	18 375	9.9.13
9.10.13	27. 375	9.10.13
10.11.13	38 375	10.11.13
11.12.13	37 375	11.12.13
9.1.14	39 375	9.1.14
10.2.14	36 375	10.2.14
9.3.14	28. 375	9.3.14
9.4.14	60. 425	9.4.14
10.5.14	70 425	10.5.14
9.6.14	42 425	9.6.14
10.7.14	38 425	10.7.14
9.8.14	23 425	9.8.14
9.9.14	32 425	9.9.14
9.10.14	31 425	9.10.14
10.10.14	39 425	10.10.14
10.11.14	46 425	10.11.14
11.12.14	92 425	11.12.14
9.1.15	79 425	9.1.15

CASH RECEIVED £	ARREARS £	BY WHOM RECEIVED
409	—	
408	—	
406	—	
403	—	
401	—	
393	—	
391	—	
391	—	
393	—	
402	—	
413	—	
412	—	
414	—	
411	—	
403	—	
485	—	
485	—	
467	—	
463	—	
448	—	
457	—	
456	—	
464	—	
471	—	
517	—	
504	—	