

**Prior notice**

**Housing (Right to Acquire) Regulations 1997 Section 140(1)**

<p>TO: (NAME OF EACH OF THE PERSONS EXERCISING THE RIGHT TO ACQUIRE)</p>	<p>FROM: (NAME AND ADDRESS OF REGISTERED SOCIAL LANDLORD)</p>
	<p>ADDRESS OF PROPERTY IN RESPECT OF WHICH TENANT IS EXERCISING RIGHT TO ACQUIRE</p>

**As the period referred to in paragraph 3 has expired and as none of the matters referred to in paragraph 2 are, in our opinion, outstanding TAKE NOTICE THAT WE HEREBY ASK you to complete your proposed acquisition by the \_\_\_\_\_ . If all Relevant Matters <sup>(1)</sup> have been agreed or determined.**

If you consider that any Relevant Matters have not been agreed between us or determined **TAKE NOTICE** that we hereby require you to serve on us by the \_\_\_\_\_ a written notice to that effect specifying those matters.

**WE DRAW to your attention to the effect of Section 140(1), 140(4), 140(3), 141(1), 141(2), 141(4) of the Housing (Right to Acquire) Regulations 1997 and explained below.**

- The effect of **S.140(1) Housing (Right to Acquire) Regulations 1997** is that we, your Landlord, can serve on you, the Tenant, who is exercising the Right to Acquire, a written notice requiring the action set out above.
- By **S.140(4) Housing (Right to Acquire) Regulations 1997**, a Prior Notice shall not be served at any time if at that time:
  - any requirement for the determination or re-determination of the value of the dwelling house by the District Valuer has not been complied with;
  - any requirement for the determination or re-determination of any other relevant matter have not been disposed of; or
  - any relevant matter stated to be outstanding in a written notice served on the Landlord by the Tenant has not been agreed in writing or determined.
- By **S.141(1) and (2) Housing (right to Acquire) Regulations 1997**, if you do not comply with this Notice, we, the Landlord, may serve on you a further written notice, the Notice to Complete:
  - requiring you to complete the transaction within a period stated in that notice; and
  - informing you of the effect of S.16(6B) Housing Act 1980.

The period stated in that further written notice shall be such a period (not less than 56 days) as may be reasonable in the circumstances.
- By **S.141(4) Housing (Right to Acquire) Regulations 1997**, if you have not complied with the Notice to Complete by the end of the period set out in the notice or that period as extended by us, the Landlord, under S.141(3) Housing (Right to Acquire) Regulations 1997 the notice claiming to exercise the Right to Acquire shall be deemed to be withdrawn.

**NOTICE: It is important that you pass this Notice to your solicitor**

<p>NAME OF AUTHORISED SIGNATORY</p>  <p>(Officer or Member of Staff authorised by RSL's Governing Body)</p>	<p>ON BEHALF OF (ENTER NAME OF RSL)</p>	
<p>SIGNATURE</p>	<p>OFFICE HELD</p>	<p>DATE</p>

**NOTES**

1 Relevant Matters are defined in Section 140(5) Housing (Right to Acquire) Regulations 1997 as "matters relating to the grant and to the amount to be left outstanding or advanced on the security of the dwelling 'house'".