
**SFHA BRIEFING ON THE PROPOSALS ON REGULATIONS AND POLICY
SUPPORTING THE PRIVATE HOUSING (TENANCIES) (SCOTLAND) ACT 2016**

21/10/2016

SFHA Briefing on the Proposals on Regulations and Policy Supporting the Private Housing (Tenancies) (Scotland) Act 2016

1. Who we are

- 1.1.** The SFHA leads, represents and supports Scotland's housing associations and co-operatives. We want to see a thriving housing association and co-operative sector providing sustainable and affordable homes.

2. Executive summary

- 2.1.** The Private Housing (Tenancies) (Scotland) Act 2016 was passed by the Scottish Parliament on 17 March 2016 and received Royal Assent on 22 April 2016.
- 2.2.** The Scottish Government are currently consulting on secondary legislation and further policy to support the new tenancy, which includes the proposals on the content of
- All of the prescribed notices required under a private residential tenancy
 - The Scottish Government's Recommended Model Tenancy Agreement
 - The option of service documents electronically, subject to a tenant's and landlord's agreement
 - The statutory terms (applicable to all private residential tenancies).
- 2.3.** SFHA will respond to the consultation on behalf of members. To help develop the SFHA response, members are invited to discuss the proposals at the Mid-Market Rent Forum on 9 November 2016.

3. Main Report

3.1. The purpose of this briefing is to let SFHA members know about the Scottish Government consultation on secondary legislation and policy to support the new tenancy.

3.2. The new tenancy is expected to come into force in December 2017.

Section 1 Prescribed Notices

3.3. The forms /notices which can be prescribed are:

- Tenant's notice to a landlord that he or she intends to refer a case to the Tribunal for failure to provide a tenancy agreement and/or other specified information if any (shown at [Appendix 1](#))
- Rent increase notice that a landlord must serve on a tenant to increase the rent – which includes a tenant's notification to the landlord advising him or her that a referral to a rent officer is being submitted (shown at [Appendix 2](#))
- Tenant's rent increase adjudication referral to a rent officer (shown at [Appendix 3](#))
- Landlord's application from to apply to a rent officer for property improvement costs in a rent pressure zone (shown at [Appendix 4](#))
- Notice to leave from a landlord to a sub-tenant (shown at [Appendix 5](#))
- Notice to leave from a landlord to a tenant. (shown at [Appendix 6](#))

3.4. The consultation asks about each of these notices if they are:

- Fit for purpose?
- Easily understood?
- Need additional content?
- Need anything removed?

Section 2 Recommended Model Tenancy Agreement

3.5. The Scottish Government will produce a Recommended Model Tenancy Agreement (shown at Appendix 7) which will:

- State the core rights and obligations
- Enable extra terms to be included which are specific to the property and parties involved
- Be accompanied by a legal commentary which will explain all the provisions in the agreement in plain English.

3.6. The consultation asks if the proposed Recommended Model Tenancy Agreement is:

- Fit for purpose?
- Easily understood?
- Need additional content?
- Need anything removed?
- Should any other terms be added

Section 3 Serving Documents

3.7. Section 10 of the 2016 Act requires a landlord to give a tenant a written document setting out all of the terms of a tenancies, but there is provision in the Act that there are no particular legal requirements in relation to providing a hard copy of the written tenancy terms of agreement or obtaining signatures or witnesses.

3.8. The proposal set out by the Scottish Government is not to include secondary legislation 'how' documents should be served, but rather the delivery methods set out in the Interpretation and Legislative Reform Act (2010), which sets out three ways in which a document can be served: personal delivery; post (by recorded delivery); or if agreed with the recipient in advance and in writing, by using "electronic communications".

3.9. The consultation asks do you agree that a landlord and tenant should have the option of serving documents electronically to the electronic email address provided by the relevant party, provided they have both previously agreed in writing to this?

Section 4 Statutory Terms

3.10. Schedule 2 of the 2016 Act outlines statutory terms that will be applicable to every private residential tenancy. The consultation asks, are there other terms that should be included?

3.11. These terms include:

- Where rent is paid in cash, a written receipt must be provided to the tenant which includes the amount paid and either confirmation of any amount outstanding or confirmation that no arrears are outstanding
- The rent can be increased in accordance with the process set out in the 2016 Act, and by this process alone.
- The tenant must tell the landlord in writing if anyone aged 16 or over (who is not a joint tenant) lives in the property with the tenant and the property is that person's only or principal home. The tenant must provide the name and that person's relationship to the tenant.
- If a landlord has been told in writing about a person occupying the let property, the tenant must tell the landlord if that person subsequently ceases to live there as the persons' only or principle home.
- The tenant cannot sublet the property (or any part of it), take a lodger, assign his or her interest in the let property (or any part of it), or otherwise part with possession of the property, without the written agreement of the landlord.

- The tenant must allow reasonable access to the let property for an authorised purpose. Authorised purposes are carryout out work on the property which the landlord is entitled or obliged to carry out, inspecting the property to determine what (if any) work of that nature to carry out or inspecting it in pursuance of any other inspection right the landlord may have, and valuing the let property. The tenant is obliged to allow reasonable access where either 48 hours notice has been given or where access is required urgently for the purposes specified.

Appendix 1 Tenants Notification to a Landlord of a Referral to the First-Tier Tribunal

TENANT'S NOTIFICATION TO A LANDLORD OF A REFERRAL TO THE FIRST-TIER TRIBUNAL (the Tribunal) UNDER SECTION 14 OR 16 OF THE PRIVATE HOUSING (TENANCIES) (SCOTLAND) ACT 2016 (the Act)

IMPORTANT: INFORMATION FOR LANDLORD(S)

This notice informs you as a landlord² that your tenant wishes to make an application to the Tribunal in respect of your failure to provide him or her with a copy of all of the written terms of his or her tenancy and/or your failure to provide any specified information. The notice also informs you if your tenant is seeking a payment order from the Tribunal which, if awarded, may require you to pay your tenant up to a maximum of six months' rent.

Part 1

To: _____
(name of the landlord(s)/Agent*)

at: _____
(address of landlord(s)/ Agent*)

NOTE 1 TO 6 TO LANDLORD:

The Act provides that a landlord must give a tenant a copy of the written terms of that person's tenancy agreement, if those terms are not already fully set out in writing (section 10).

The Scottish Ministers also have a power to make regulations to specify information that landlords must provide to the tenant and the timescales within which they must do so (section 11).

Where a landlord is required to supply written tenancy terms to the tenant, or specified information, and has failed to do so, the tenant has the ability to refer a case to the Tribunal.

Your tenant must give you at least 28 days' notice before making an application to the Tribunal. When calculating the 28-day period, it starts on the later of the day you received this notice from the tenant, and the period ends on the day falling 28 days after it began. For example, if you receive this notice from your tenant on 15 January, the notice period expires at the end of the day on 12 February. Because your tenant cannot apply to the Tribunal until after the notice period has expired, your tenant cannot actually refer his or her case to the Tribunal until 13 February.

* delete as appropriate

² Where the Landlord uses a Letting Agent, this notice may be served on the letting agent instead of the landlord.

On receipt of this notice, you should take all practical steps to provide your tenant with the missing information as soon as possible. If you provide your tenant with all of the necessary information within the 28 days' notice period, your tenant cannot then make a referral to the Tribunal.

If you are uncertain about what anything in this notice means or if you are unsure of your rights and responsibilities you should get advice as quickly as possible. You may be able to get this from an organisation which gives advice on housing matters such as your local authority, Shelter Scotland or your local Citizens Advice Bureau, or from a solicitor. If you need to employ a solicitor, legal aid may be available depending on your income.

Part 2

This gives you notice that:

(name of tenant)

at: _____

(address of let property)

intends to make a referral to the Tribunal no earlier than

_____ *(insert the day after the 28 days' notice period ends) for:*

- ☐ Failure to provide me with all of the written terms of my tenancy under section 10 of the Act.
- ☐ Failure to provide me with the information specified in the regulations under section 11 of the Act.
- ☐ A payment order under section 16 of the Act.

Signed: _____ *(tenant/tenant's agent)*

Date: _____

Address of tenant's agent *(if appropriate)*:

NOTE 7 TO 10 TO LANDLORD:

The Act enables a tenant to apply to the Tribunal to make a payment order against you if you fail to provide the tenant with the necessary tenancy documentation (i.e. documentation required by virtue of section 10 or 11).

In cases where you do not have a reasonable excuse for your failure, the Tribunal could order you to pay the tenant up to a maximum of three months' rent where there is a single failure to provide either the written terms of the tenancy required under section 10 or any of the other information required under section 11. Where you have failed to provide both the terms of the tenancy required under section 10 and any other information required under section 11, the order could require you to pay the tenant up to a maximum of six months' rent.

The Act prevents a tenant from increasing the amount he or she can be awarded by bringing separate applications for each individual item not provided under section 11. Accordingly, there is no second opportunity to make a claim in respect of a particular failure to comply with section 11 if it could have been included in an earlier claim regarding a breach of section 11.

The Act states that if there are joint landlords, the Tribunal may make an order against all, some or only one of them. However, the total amount that a tenant may receive is the same as it would be if the tenant had a sole landlord. Equally, where a joint tenant makes an application, the award is apportioned in accordance with section 16(7) so that even if the other joint tenants make separate applications later, the total amount that a landlord may be required to pay is the same as it would be if there were a sole tenant.

PRIVATE HOUSING (TENANCIES) (SCOTLAND) ACT 2016

PRIVATE RESIDENTIAL TENANCY

NOTES FOR TENANTS - THESE NOTES ARE FOR GUIDANCE ONLY AND ARE NOT A DEFINITIVE INTERPRETATION OF THE LAW.

WHEN TO USE THIS NOTICE

1. You must serve this notice on your landlord before you can refer a case to the Tribunal because your landlord has failed to provide you with:-

- a) the written terms of your tenancy agreement; and/or
- b) any other information that Scottish Ministers have said your landlord must give you.

Where your Landlord uses a Letting Agent, this notice may be served on the letting agent instead of the landlord.

GIVING THE RIGHT AMOUNT OF NOTICE

2. You must give your landlord 28 days' notice of your intention to refer a case to the Tribunal and cannot make a referral to the Tribunal until that notice period has passed.

The notice period is calculated from the date your landlord receives this notice (see note below on 'How To Serve A Notice').

HOW TO COMPLETE THIS NOTICE

3. As tenant you should complete Parts 1 and 2 of this notice.

HOW TO SERVE THE NOTICE

4. After you sign and date this notice you must take steps to ensure your landlord receives it as soon as possible. Where your Landlord uses a Letting Agent, this notice may be served on the letting agent instead of the landlord. A notice can be served validly on a landlord or agent only in the following ways:-

- a. by hand delivering it to him or her; or
- b. by sending it by recorded delivery letter to him or her at his or her address ; or
- c. if electronic means has previously been agreed as the preferred correspondence method, by emailing the notice to the landlord's or agent's current email address.

Section 26 of the Interpretation and Legislative Reform (Scotland) Act 2010 applies which means that unless delivered personally, you must allow your landlord 48 hours to receive the notice. This delivery time should be factored into the amount of notice you give your landlord. It is worth noting that your landlord can challenge this presumption, but he or she must provide you with evidence which shows the exact date he or she received this notice.

FURTHER GUIDANCE

5. If you are uncertain about what anything in this notice means or if you are unsure of your rights and responsibilities you should get advice as quickly as possible. You may be able to get this from an organisation which gives advice on housing matters such as your local authority, Shelter Scotland or your local Citizens Advice Bureau, or from a solicitor. If you need to employ a solicitor, legal aid may be available depending on your income.

Appendix 2 Landlord's Notification to a Tenant of a Rent Increase

LANDLORD'S NOTIFICATION TO A TENANT OF A RENT INCREASE UNDER SECTION 22 OF THE PRIVATE HOUSING (TENANCIES) (SCOTLAND) ACT 2016

IMPORTANT: INFORMATION FOR TENANT(S)

This notice informs you as a tenant that your landlord wishes to increase the rent for your private residential tenancy. The new rent will take effect from the day specified in this notice unless you:

1. reach an agreement with your landlord to further delay the rent increase, or
2. refer this notice to Rent Service Scotland for a rent determination using the specific rent adjudication form within 21 days of receiving this notice, or
3. can prove that your landlord did not provide you with the adequate notice of the increase (see note 1 below).

PLEASE READ THIS INFORMATION BEFORE RESPONDING TO YOUR LANDLORD

Part 1

To: _____
(name of the tenant(s))

of: _____
(address of the let property)

NOTE 1 TO TENANT:

Your landlord must give you at least 3 months' notice of any rent increase. When calculating the three month period, it starts on the day you received the notice and ends on the same day three months after you received it, or if the month in which it ends has no such day, the final day of that month. For example, if you received a rent increase notice on 4 March, the three months' notice period would end on 4 June, so the earliest the increased rent must be paid is 5 June. If you received the notice on 30 November, the notice period would end on 28 or 29 February (depending on whether it was a leap year), and the earliest the increased rent must be paid is 1 March.

If you think that your landlord has not provided you with sufficient notice, you must be able to provide evidence to support your claim. You should send a copy of the evidence to your landlord along with the completed Part 3 of this form.

Part 2

This gives you notice that: _____
(name of landlord)

of: _____
(address of landlord)

proposes to charge a new rent of £_____ per *month/week/year
for your tenancy at the address in Part 1.

The new rent is to take effect from _____ (insert date).

Signed: _____ (landlord/landlord's agent)

Date: _____

Address of landlord's agent (if appropriate):

NOTE 2 AND 3 TO TENANT:

A landlord can only increase your rent using this notice only if you have a private residential tenancy and your rent has not increased within the last twelve months. If you are in doubt about the date your last rent increase took effect or what kind of tenancy you have you should contact a solicitor or an organisation which gives advice on housing matters (such as Shelter Scotland or Citizens Advice Bureau).

If you think that the rent increase proposed by your landlord is unreasonable you can refer this notice to a Rent Officer for rent adjudication. You must do so using the specific rent adjudication form (obtainable from Rent Service Scotland, the Scottish Government's website or a housing advice service). Please note that when determining the amount of rent that should be paid for the let property, a Rent Officer can vary your rent amount upwards or downwards.

Part 2(RPZ)

This section must be completed if the address in Part 1 is located in an area which has been designated by Scottish Ministers as a Rent Pressure Zone

Scottish Ministers have set a cap on the maximum amount that your rent can be increased. The new proposed rent amount outlined above in Part 2 must not exceed this cap. The following equation has been used by Ministers to set the cap for the area that you live in:

$$R \times \left(1 + \frac{CPI + 1 + X}{100}\right) + Y.$$

In the above equation:

- *R* is the amount of rent payable before the rent increase.
- *CPI* is the percentage increase in the consumer prices index over the period from the day of your last rent increase or, if your rent has not been increased before, from the day your tenancy began.
- *X* is the number of percentage points set out in the order by Scottish Ministers
- *Y* is the amount (if any) that your landlord can charge you for property improvements.

For example, if:

- *R* = £800 (rent amount payable before the rent increase)
- *CPI* over the period is 0.6%
- *X* is set by Ministers at 2%
- *Y* is £30

The calculation would look like this:

$$£800 \times \left(1 + \frac{0.6 + 1 + 2}{100}\right) + £30 = \text{new rent of } \mathbf{£858.80} \text{ per year}$$

When you add-in the actual amounts for each of the letters above, the equation looks like this:

$$R \times \left(1 + \frac{CPI + 1 + X}{100}\right) + Y = ?$$

(insert the appropriate figures)

The above cap is in force from _____ to _____
(insert the period of the designation)

Only a Rent Officer can decide how much can be inserted above for 'Y'. If a figure greater than zero has been added for 'Y', a copy of the Rent Officer's decision must accompany this notice which confirm that amount.

NOTE 4 TO 7 TO TENANT

Your local authority has applied to the Scottish Ministers to have the area you live in designated as a Rent Pressure Zone because rents in your area are rising too much, causing hardship to sitting tenants in that area and having a detrimental effect on the authority's broader housing system.

Scottish Ministers have accepted the authority's application and designated the area as a rent pressure zone. This means that there is a cap on the amount that your rent can increase by, which is set out in an order from Scottish Ministers. Any cap set by Ministers is at least the Consumer Prices Index (CPI)³ plus one percent.

Ministers have the power to include an additional percentage to CPI + 1% (this is X in the above equation), if they consider this appropriate. In addition, landlords can apply to a rent officer for a determination of an additional amount where this has been incurred due to costs for improving the property (this is Y in the equation). If your landlord has included a figure above for Y, he or she must also give you a copy of the letter from the rent officer which shows how much he or she is allowed to increase your rent for improvements.

It is against the law for your landlord to increase your rent by more than the cap set by Ministers. If you think your rent increase is more than the cap, you should speak to your landlord or contact a solicitor or an organisation which gives advice on housing matters (such as Shelter Scotland or Citizens Advice Bureau).

IMPORTANT: NOTE 8 TO 10 TO TENANT

You must detach Part 3 below and return it to your landlord as soon as possible – please retain a copy for your records.

You may wish to discuss the proposed new rent with your landlord before you complete and return Part 3.

PLEASE NOTE that you cannot refer a case to a rent officer for a rent determination if the let property is located in a rent pressure zone.

BUT REMEMBER, if the property is not in a rent pressure zone, you only have 21 days from the date you received this notice to refer a case to a Rent Officer for a rent determination. Before sending your case to a Rent Officer (using the specific rent adjudication form), you must use Part 3 below to tell your landlord that you intend to make a referral to a Rent Officer.

³ Consumer Prices Index is a measure of Consumer price inflation and is the speed at which the prices of the goods and services bought by households rise or fall. Consumer price inflation is estimated by using price indices. One way to understand a prices index is to think of a very large shopping basket containing all the goods and services bought by households. The prices index estimates changes to the total cost of this basket.

Part 3

(This part should be completed by the tenant and returned to the landlord – failure to do this will mean that the rent increase will take effect from the date proposed in Part 2 of this notice)

To: _____
(landlord/landlord's letting agent)

From: _____
(name of the tenant(s))

of: _____
(address of let property)

*I/We acknowledge receipt of the rent increase notice dated _____ and give you notice that

☐ *I/We accept the new rent to apply from _____

☐ *I/We accept the new rent, but have not been given sufficient notice. I/we can provide evidence that I/we did not receive the rent increase notice until _____.

Therefore, the rent increase cannot take effect until _____.

☐ *I/We do not accept the new rent to apply from _____ and propose to send a case to a Rent Officer for a determination of the open market rent. **YOU CANNOT CHOOSE THIS OPTION IF THE LET PROPERTY IS LOCATED IN A RENT PRESSURE ZONE.**

Signed: _____
(tenant/tenant's agent)

If the tenancy is a joint tenancy all tenants or their agents must sign.

Date: _____

Address of tenant's agents(s) (if appropriate):

[* delete as appropriate]

PRIVATE HOUSING (TENANCIES) (SCOTLAND) ACT 2016

PRIVATE RESIDENTIAL TENANCY

NOTES FOR LANDLORDS - THESE NOTES ARE FOR GUIDANCE ONLY AND ARE NOT A DEFINITIVE INTERPRETATION OF THE LAW.

WHEN TO USE THIS NOTICE

1. You may serve this notice on your tenant only in the following circumstances:-

- c) Your tenant has a private residential tenancy; and
 - d) The proposed rent increase is not taking effect earlier than 12 months after the rent was last increased.
-

GIVING THE RIGHT AMOUNT OF NOTICE

2. You should note that you must give your tenant at least three months' notice of the proposed increase. The three month notice period starts on the day the tenant receives the rent increase notice and ends the same date three months after the tenant received it, or if the month in which it ends has no such day, the final day of that month. For example, if the tenant received the rent increase notice on 4 March, the three months' notice period would end on 4 June, so the earliest the increased rent could be paid is 5 June. If the tenant received the notice on 30 November, the notice period would end on 28 or 29 February (depending on whether it was a leap year), and the earliest the increased rent could be paid is 1 March. If you do not provide your tenant with the necessary three months' notice of an increase, your tenant will not be required to pay the increased amount until three months has elapsed since the day he or she received your rent increase notice.

HOW TO COMPLETE THIS NOTICE

3. As landlord you should complete Parts 1 and 2 of this notice.

You should also complete Part 2(RPZ) if the let property is located in an area which has been designated by Scottish Ministers as a rent pressure zone. If you include an amount for improvement costs, you **must** also provide your tenant with a copy of the rent officer's decision which shows the amount you are entitled to increase the rent by to cover these costs (this will be the figure inserted for Y in the rent increase equation in Part 2(RPZ)).

You should leave Part 3 blank. This is for your tenant to use when giving you a response to the proposed new rent.

HOW TO SERVE THE NOTICE

4. After you sign and date the rent increase notice you must take steps to ensure your tenant receives it as soon as possible. A notice can be served validly on a tenant only in the following ways:-

- a. by hand delivering it to him or her; or
- b. by sending it by recorded delivery letter to him or her at the address of the let property; or
- c. if electronic means has previously been agreed as the preferred correspondence method, by emailing the notice to the tenant's current email address.

As set out in section 26 of the Interpretation and Legislative Reform (Scotland) Act 2010, unless delivered personally, you must allow the tenant 48 hours to receive the notice. This delivery time

should be factored into the amount of notice you give the tenant. The tenant must have at least three months' notice of the proposed increase from the day he or she receives the rent-increase notice.

YOUR TENANT'S RESPONSE

5. Your tenant should respond to this rent increase notice by returning Part 3 to you. Please ensure your tenant knows whether this should be sent to you or to an agent who deals with your affairs.

6. Using Part 3 of the Notice the tenant will respond in one of three ways or may ask to discuss your proposed new rent with you (see paragraph 8).

The three ways are: -

- a. by accepting your proposed new rent
if your tenant accepts the new rent it will take effect from the date you proposed in this Notice;
- b. by accepting your proposed new rent, but challenging the date on which it can take effect.
your tenant must be able to prove that he or she has not been given sufficient notice of the rent increase;
- c. by indicating that the proposed rent is not acceptable and the rent increase notice is being referred to a Rent Officer for determination of the open market rent.
if your tenant indicates that he or she wishes to refer your rent increase notice to a Rent Officer, this must be done within 21 days of the tenant receiving this rent increase notice.
THIS OPTION IS ONLY AVAILABLE PROVIDED THAT THE LET PROPERTY IS NOT LOCATED IN A RENT PRESSURE ZONE.

7. If the tenant does not complete and return Part 3 to you, the rent increase will take effect from the date proposed in this notice.

NEGOTIATING WITH YOUR TENANT

8. If your tenant contacts you to ask for an opportunity to discuss your proposals with you, both you and the tenant must bear in mind the need to hold the discussion in good time to allow the tenant the option of referring the rent increase notice to a Rent Officer for determination of the open market rent, should the tenant still wish to exercise this option.

FURTHER GUIDANCE

9. If you are uncertain about the kind of tenancy your tenant has or uncertain about how to complete this notice, you should consult a solicitor or any organisation which gives advice on housing matters.

Appendix 3 Tenants Rent Increase Referral to Rent Service Scotland

TENANT'S RENT INCREASE REFERRAL TO RENT SERVICE SCOTLAND UNDER SECTION 24(1) OF THE PRIVATE HOUSING (TENANCIES) (SCOTLAND) ACT 2016

IMPORTANT: INFORMATION FOR TENANT(S)

This form should be used if you as a tenant are seeking a determination of rent from a Rent Officer after your landlord has served you with a rent increase notice and you think the increase may be too high.

You are advised to read this notification and the accompanying notes carefully. Complete the form as fully as you can (notes to assist you are provided on pages 6 & 7).

In determining the rent, the Rent Officer has the power to vary the rent upwards or downwards

You can complete this form online. If handwriting the application, please use BLOCK CAPITALS. Where boxes are shown please tick only one.

Question 1 – Tenant's Details

- a) Please provide Name, Address, Postcode and contact details (telephone number and email address) of the tenant(s).

.....

.....

.....

- b) Please provide Name, Address, Postcode and contact details (telephone number and email address) of the tenant's agent (if any).

.....

.....

.....

Question 2 – Landlord's Details

- a) Please provide the Name, Address, Postcode and contact details (telephone number and email address) of the landlord.

.....

.....

.....

- b) Please provide the Name, Address, Postcode and contact details (telephone number and email address) of the landlord's letting agent (if any).

.....

.....

.....

Question 3 - Details of the Property

- a) Please say what kind of property it is, such as a detached or terraced house or flat or part of a house. (If a flat give location in stair e.g. 1F1)

.....

- b) Please give the number and type of rooms (e.g. bedroom, living room, kitchen etc.)

.....

- c) Is there any accommodation or facilities shared with another tenant? If yes, please give details

☐ No ☐ Yes

.....

- d) Is there any accommodation or facilities shared between the tenant and landlord? If yes, please give details

☐ No ☐ Yes

.....

- e) Does the tenancy include a garage, garden, yard or any other separate building or land? If yes, please give details

☐ No ☐ Yes

.....

- f) Does the property have Central Heating ?

☐ No ☐ Yes

- g) Does the property have Double Glazing ?

☐ No ☐ Yes

Question 4 – Services

- a) Are any services provided under the tenancy (such as cleaning, maintenance of communal parts, repairs)? If yes, please give details

☐ No ☐ Yes

.....

b) How much rent is charged for these services?

.....

Question 5 – Furniture

Is furniture provided under the tenancy? If yes, please attach a list of the furniture provided. If you do not have a list please prepare one and attach it to this form.

☐

No

☐

Yes

.....

.....

Question 6 – Improvements

a) Have you (or a previous tenant under the same tenancy) carried out any improvements or replaced fixtures, fittings, or furniture for which you were NOT responsible under the terms of the tenancy? If yes, please give details including the costs (actual or estimated) and the approximate date on which the work was carried out.

☐

No

☐

Yes

.....

.....

b) Has the landlord made any improvements to the property since the start of your tenancy? If yes, please give details

☐

No

☐

Yes

.....

Question 7 – Disrepair

Is there any disrepair or other defects to the house or to any fixtures, fittings or furniture due to a failure by you or a previous tenant under the same tenancy to comply with the terms of the tenancy? If yes, please give details.

☐

No

☐

Yes

.....

.....

.....

Question 8 – What rent are you paying now

£..... [per week*] [per month*] [per year*]

Please attach a copy of the rent-increase notice which tells you about the proposed new rent.

* delete as appropriate

Question 9 – Documents required to support your application.

In submitting your application you should attach copies of certain documents which will be required by a Rent Officer to help him or her make a determination of the open market rent. You should attach the following:

- c) A copy of your tenancy agreement ☐
- d) A copy of the rent-increase notice you received from your landlord ☐
- e) If your landlord provides furniture, a list of the furniture ☐

Any documents which you send with this application will be returned to you as soon as possible.

Please tick each box to indicate that you attached the relevant information.

Question 10 – Reasons for your appeal

Please advise why you wish to appeal against your landlord's proposed rent amount.

.....

.....

.....

Question 11 – The inspection of your property

To establish the rent for your property the Rent Officer may decide to inspect your property and this would take place during normal office hours – Monday - Friday between 9.00 am and 3.30 pm. Please advise of the dates over the next month when you are **NOT AVAILABLE** for an inspection.

.....

.....

Please also note that your landlord will be invited to the inspection. An inspection may be re-scheduled only once and if you are unavailable for an initial or re-scheduled inspection an adjudication decision will be made on your rent amount.

Question 12 – Declaration

I apply to a Rent Officer for a determination of the open market rent for the property at the address shown in part 1(a).

I agree to send a copy of this form to my landlord.

Signed.....

.....(tenant
or tenant's agent)

In the case of joint tenants all tenants should sign this form.

Date.....

Notes to assist you completing the questions on this application form

Question 1(a) This is the address of the property where you currently live. We may decide to telephone you or send an email so please provide your current telephone number and email address.	Question 4(a) This information will only be relevant if services are included in the amount of rent you pay for the property where you currently live. If this is the case please provide details of the services you receive e.g. stair cleaning, garden maintenance, door entry maintenance, communal area maintenance etc.
Question 1(b) If an agent (or another person) acts on your behalf please provide all the necessary contact details, including the address, of that person.	Question 4(b) Please provide details of how much of your rent is for any services that you receive.
Question 2(a) We need to write to your landlord so please provide all the necessary contact details, including the address, of your landlord.	Question 5 This information will only be relevant if furniture is included in the amount of rent you pay for the property where you currently live.
Question 2(b) If an agent (or another person) acts on your landlord's behalf please provide all the necessary contact details, including the address, of that person.	Question 6(a) We need to know about any improvements that you have made to your property which was not your responsibility under your tenancy agreement.
Question 3(a) We need to know what type of property you currently live in.	Question 6(b) We need to know about any improvements that your landlord has made to your property since the start of your current tenancy.
Question 3(b) We need to know how many rooms there are in your property and the description. Please list (inc the number of) every room except the bathroom, WC or utility room.	Question 7 We need to know about any defects or disrepairs in the property caused by you.
Question 3(c) Please let us know about any part of your property that is shared with another tenant.	Question 8 We need to know how much rent you are paying and the frequency of the rent.
Question 3(d) Please let us know about any part of your property that is shared with your landlord.	Question 9 Please provide the necessary documents with your application and tick the appropriate box that you have done so.
Question 3(e) We need to know details of all the outside space that is included in the tenancy.	Question 10 Please provide as much information for the reason you wish to appeal against the landlord's proposed rent increase.
Question 3(f) We need to know if the property has central heating.	Question 11 We may decide to inspect your property therefore it is important that you provide us with the dates when you WILL NOT BE AVAILABLE for an inspection.
Question 3(g) We need to know if the property has double glazing.	Question 12 Please make sure that you (or your agent if applicable) sign the form

	otherwise we will need to return it to you. Please note that you do not need to sign the form if you are completing it on line – simply enter your name. Please note it is your obligation to send a copy of the form to your landlord.
--	---

Important Information before completing the application form

Rent Officers are independent officers appointed by statute, who will determine your rent by comparing similar size properties in your area. On receipt of your application form the Rent Officer may decide to inspect your property, therefore it is important that you tell us when you will not be available for an inspection.

You should read this application form carefully and aim to complete it fully. If there are any questions that are not relevant to your circumstances, please mark this as 'not applicable' or 'N/A'.

Once completed please send your application form to:

Rent Service Scotland
2nd Floor
Endeavour House
1 Greenmarket
Dundee
DD1 4QB

Once you have submitted the application form to us, if any of the information you have provided changes, you must inform Rent Service Scotland immediately.

If you need to contact us about anything relating to this form please telephone us on 0300 244 7000 or email us on rss.dundee@gov.scot.

PLEASE NOTE - You cannot refer a case to a Rent Officer for a rent determination if the let property is located in a Rent Pressure Zone. If you are unsure about this please contact the office as detailed above.

Appendix 4 Landlord's Application Form to Apply for a Rent Officer for Property Improvement Costs in a Rent Pressure Zone

LANDLORD'S APPLICATION FOR A RENT INCREASE AS A RESULT OF IMPROVEMENTS MADE TO A PROPERTY IN A RENT PRESSURE ZONE UNDER SECTION 43(1) OF THE PRIVATE HOUSING (TENANCIES) (SCOTLAND) ACT 2016

IMPORTANT: INFORMATION FOR LANDLORD(S)

This form should be used if you are a landlord who is seeking an increase in the rent payable for a property in a rent pressure zone as a result of improvements completed since either the tenancy commenced or the date on which the rent last changed. Please note that you cannot claim for any improvements completed before the tenancy was granted, or, if the rent payable under the tenancy has changed, you cannot claim for improvements prior to the last change in rent.

You are advised to read this notification carefully and complete the form as fully as you can (notes to assist you are provided on pages 6 & 7).

You can complete this form online. If handwriting the application please use BLOCK CAPITALS. Where boxes are shown tick only one.

Question 1 – Landlord's Details

- f) Please provide your Name, Address, Postcode and contact details (telephone number and email address).

.....

.....

.....

- g) Please provide the Name, Address, Postcode and contact details (telephone number and email address) of your Agent (if any).

.....

.....

.....

Question 2 – Tenant's Details

- a) Please provide the address of the let property.

.....

.....

.....

- b) Please provide the Name, Telephone number and email address of the tenant(s) living in the let property.

.....

.....

.....

Question 3 - Details of the let property

- a) Please say what kind of property it is, such as a detached or terraced house or flat or part of a house. (If a flat give location in stair e.g. 1F1)

.....

- b) Please give number and type of rooms (e.g. bedroom, living room, kitchen etc))

.....

.....

- c) How many tenants live in the property?

- d) Is there any accommodation or facilities shared between the tenant and landlord? If yes, give details

☐

No

☐

Yes

.....

- e) Does the tenancy include a garage, garden yard or any other separate building or land? If yes, give details

☐

No

☐

Yes

.....

- f) Does the property have Central Heating?

☐

No

☐

Yes

- g) Does the property have Double Glazing?

☐

No

☐

Yes

Question 4 – Improvements

Please outline below all of the completed improvements made by you (or the landlord if you are the landlords' agent) to the property. Please give as much detail as possible and include the cost of each improvement and the date on which it was completed.

.....

.....

.....

.....

.....

.....

.....

.....

PLEASE ATTACH A COPY OF ANY INVOICES AND/OR RECEIPTS YOU HAVE IN RESPECT OF THE IMPROVEMENTS LISTED ABOVE.

Question 5 – Services

a) Are any services provided under the tenancy such as cleaning, maintenance of communal parts, repairs? If yes, give details

☐

No

☐

Yes

.....

b) How much rent is charged for each of these services?

.....

Question 6 – Furniture

Is furniture provided under the tenancy? If yes, please attach a list of the furniture provided. If you do not have one prepare one and attach it to this form.

☐

No

☐

Yes

.....

.....

Question 7 – What rent is your tenant(s) paying now

£..... [per week/fortnight/4 weeks/month/quarter/year*]

Part 8 – What is the new proposed rent (you must ensure that the proposed rent increase does not exceed the rent cap set by Scottish Ministers).

£..... [per week/fortnight/4 weeks/month/quarter/year*]

* delete as appropriate

Question 9 – Documents required to support your application

In submitting your application you should attach copies of certain documents which will be required by a Rent Officer to help him/her make a decision on whether to allow an increase in the rent payable as a result of improvements made to the property:

h) A copy of the tenancy agreement

☐

i) A copy of any invoices/receipts to support your application

☐

j) A list of furniture included in the tenancy

☐

Tick each box to indicate that you have attached the information requested.

Question 10 – Declaration

I apply to a Rent Officer for a decision on the amount of additional rent that can be charged as a result of improvements made to the property at the address shown in part 2(a).

Signed.....
(landlord/landlord's agent)

Date.....

Notes to assist you completing the questions on this application form

Question 1(a) This is the address of the property where you currently live. We may decide to telephone you or send an email so please provide your current telephone number and email address.	Question 4 Please provide details of all the improvements you have made to the rented property since the start of the tenancy or since the rent has changed during the current tenancy (if applicable).
Question 1(b) If an agent (or another person) acts on your behalf please provide all the necessary contact details, including the address, for that person.	Question 5(a) This information will only be relevant if services are included in the amount of rent for the rented property. If this is the case please provide details of the services the tenant receives e.g. stair cleaning, garden maintenance, door entry maintenance, communal area maintenance etc.
Question 2(a) This is the address of the let property where you have made improvements.	Question 5(b) Please provide details of how much of the rent is for any services that the tenant receives.
Question 2(b) To determine a rent for the rented property we may need to inspect the property therefore please provide all the necessary contact details for the tenant.	Question 6 This information will only be relevant if furniture is included in the amount of rent for the rented property.
Question 3(a) We need to know what type of rented property it is.	Question 7 We need to know how much rent the tenant is currently paying (before the proposed increase) and the frequency.
Question 3(b) We need to know how many rooms there are in the rented property and the description. Please list (inc the number of) every room except the bathroom, WC or utility room.	Question 8 We need to know how much the new proposed rent is and the frequency.
Question 3(c) Please let us know how many tenants live in the rented property.	Question 9 Please provide the necessary documents with your application and tick the appropriate box that you have done so.
Question 3(d) Please let us know about any part of the rented property that you share with the tenant.	Question 10 Please make sure that you (or your agent if applicable) sign the form otherwise we will need to return it to you. Please note that you do not need to sign the form if you are completing it on line – simply enter your name.
Question 3(e) We need to know details of all the outside space that is included in the tenancy.	
Question 3(f) We need to know if the rented property has central heating.	
Question 3(g) We need to know if the rented property has double glazing.	

Once completed please send your application form to:

Rent Service Scotland
2nd Floor
Endeavour House
1 Greenmarket
Dundee
DD1 4QB

If you need to contact us about anything relating to this form please telephone us on 0300 244 7000
or email us on rss.dundee@gov.scot.

Once you have submitted the application for to us, if any of the information you have provided changes, you must inform Rent Service Scotland immediately.

Appendix 5 Sub-Tenants Notice to Leave

SUBTENANT'S NOTICE TO LEAVE UNDER SECTION 61 OF THE PRIVATE HOUSING (TENANCIES) (SCOTLAND) ACT 2016

FOR USE ONLY BY A LANDLORD

IMPORTANT INFORMATION FOR SUB-TENANT(S)

Please read this notification carefully.

This notice informs you, the sub-tenant, that the head landlord (likely to be your landlord's landlord) is serving on you notice to leave the let property at the address in Part 1, and if you do not leave the let property once the relevant notice period has expired, the head landlord will apply to the First-tier Tribunal (the Tribunal) for an eviction order.

The let property you live in is sub-let, so in addition to serving a notice to leave on his or her tenant, the head landlord must also serve notice on any sub-tenant(s) if he or she wishes to evict the sub-tenant(s) on particular grounds. A copy of the notice to leave served on your landlord by the head landlord is attached to this notice to leave. Both notices will be served on the same day.

If you become a tenant of the let property by virtue of the sub-tenant protection (see note 1 and 2 to sub-tenant below), the sub-tenancy notice to leave can be treated as a notice to leave so that the head landlord can proceed to eviction proceedings without having to serve you with another notice to leave and wait for a new notice period to expire before applying to the Tribunal for an eviction order.

The head landlord must give you a minimum of either 28 days' notice or 84 days' notice depending on how long you have occupied the property or the ground for eviction. (See note 5 to sub-tenant below)

Part 1

To:
(name of sub-tenant(s)).

at:

.....
.....
.....
(address of let property)

NOTE 1 TO 5 TO SUB-TENANT

1. If you are uncertain about what anything in this notice means or if you are unsure of your rights and responsibilities you should get advice as quickly as possible. You may be able to get this from an organisation which gives advice on housing matters such as your local authority, Shelter Scotland or your local Citizens Advice Bureau, or from a solicitor. If you need to employ a solicitor, legal aid may be available depending on your income.

2. Section 46 of the Private Housing (Tenancies) (Scotland) Act 2016 provides that, subject to section 47 of that Act, a lawful sub-tenant with a private residential tenancy will be protected from eviction when his or her landlord's tenancy has been brought to an end. The sub-tenant then becomes the tenant under a new tenancy which has the same terms as the sub-tenancy.

3. Section 47 provides that the sub-tenant protection provided by section 46 does not apply if the Tribunal expressly disapplies it or if the tenancy of the person who was the sub-tenant's landlord was brought to an end by an eviction order issued on the basis of one of the following eviction grounds:
 - Landlord intends to sell the property
 - Lender intends to sell the property
 - Landlord intends to carry out significant disruptive works to the property
 - Landlord intends to live in the property
 - Member of the Landlord's family intends to live in the property
 - Landlord intends to use the property for another purpose other than housing
 - Property required for use in connection with the purposes of religion
 - Tenancy was given to an employee and the Tenant is no longer an employee
 - Tenancy was entered into on account of the Tenant having an assessed need for community care and the tenant has since been assessed as no longer having that need
 - Landlord is not or has ceased to be registered by the local authority
 - Landlord's HMO license is revoked
 - An overcrowding statutory notice has been served on the Landlord.

4. You have received this sub-tenant's notice to leave because the Head Landlord is using one of the eviction grounds listed above to evict your Landlord and also wishes to evict you at the same time.

5. If you have become the Tenant of the let property (rather than the Sub-tenant) because your Landlord has already left the let property following receipt of the notice to leave at Annex 1, this notice will be treated as your notice to leave so that your Head Landlord can proceed straight to eviction proceedings on the date specified in this notice without having to serve you with any other notices.

Part 2

I/We* your head landlord(s)

.....
(insert name of head landlord(s))

at:

.....
(address and telephone number of landlord(s))

Inform you that I/we* intend to apply for an eviction order in respect of the house at the address in Part 1 above on the following ground/grounds* being a ground/grounds* for eviction as set out in schedule 3 to the Private Housing (Tenancies) (Scotland) Act 2016.

.....
.....
.....

Part 3

I/We* also inform you that I/we are seeking eviction under the above ground(s) for the following reasons. Please give as much detail as possible including relevant dates.

.....
.....
.....
.....

.....
(state particulars of how you believe the ground(s) have arisen – continue on additional sheets of paper if required).

* delete as appropriate

NOTE 6 TO 11 TO SUB-TENANT

6. Your Head Landlord must give you proper notice between serving this notice and making an application to the Tribunal for an eviction order. You will receive a minimum of 28 days' notice if you have lived in the property for six months or less or 84 days' notice if you have lived in the property for more than six months.

7. If your Head Landlord is using the eviction ground:

- Landlord intends to sell the property (*EVICTIO GROUND 1*)
- Property to be sold by Lender (*EVICTIO GROUND 2*)
- Landlord intends to refurbish (*EVICTIO GROUND 3*)
- Landlord intends to live in property (*EVICTIO GROUND 4*)
- Landlord intends to use for non-residential purpose (*EVICTIO GROUND 6*)
- Property required for religious purpose (*EVICTIO GROUND 7*)

and the Tribunal decides that the eviction ground is established, the Tribunal **must** grant an eviction order. If an eviction order is granted, the Head Landlord will be able to evict you.

8. If your Head Landlord is using eviction ground:

- Family member intends to live in property (*EVICTIO GROUND 5*)
- Tenant no longer in need of supported accommodation (*EVICTIO GROUND 9*)
- Landlord has been refused registration or had his or her registration revoked (*EVICTIO GROUND 16*)
- Landlord's HMO licence has been revoked (*EVICTIO GROUND 17*)
- Overcrowding statutory notice has been served on the landlord (*EVICTIO GROUND 18*)

even if the Tribunal is content that the eviction ground is established, it will still have to decide whether it is reasonable to evict you (and your Landlord, if appropriate). In deciding whether it is reasonable, the Tribunal must take into account all the circumstances of the case. The Tribunal may decide not to grant an eviction order or may delay its decision.

9. If your Head Landlord is using eviction ground 'not an employee' (*EVICTIO GROUND 8*), the Tribunal **must** grant an eviction order if the application for eviction was made within 12 months of your Landlord ceasing to be - or failing to become - an employee. The Tribunal may issue an eviction order if the eviction application is made after the 12 month period has elapsed.

10. Your Head Landlord should provide you with evidence to support the eviction action, particularly if he or she is using one of the following eviction grounds:

- Landlord intends to sell the property
- Landlord intends to refurbish
- Landlord intends to live in the property
- Family member intends to live in property
- Landlord intends to use for non-residential purpose.

11. If you do not receive any supporting evidence along with this notice, the Tribunal will ask for this evidence when considering your Head Landlord's application for an eviction order as the Tribunal must be satisfied that the eviction ground is established.

Part 4

I/We* attach the following evidence to support the eviction action (if any):

.....

.....

.....

Part 5

An application will not be submitted to the Tribunal for an eviction order before xxxxxxxxxxxx (which is the earliest date at which Tribunal proceedings can be raised under section 54 of the Private Housing (Tenancies) (Scotland) Act 2016).

Signed.....
(landlord(s) or Landlord's Agent)

Dated.....

* delete as appropriate

NOTE 12 to 15 TO SUB-TENANT

12. The date given in Part 5 above is the earliest date on which the Head Landlord can start eviction action at the Tribunal. From that date your Head Landlord is allowed to start court action at any time during the following six months. If your Head Landlord does not start Tribunal action in that six-month period he or she would have to serve another notice on you before he or she could apply to the Tribunal for an eviction order.
13. Remember before you are required to leave your home, your Head Landlord must have done 2 things:
 - I. Served on you a sub-tenant's notice to leave with the relevant notice period (this notice) accompanied by a copy of the notice to leave served on your Landlord; and
 - II. Obtained an eviction order from the Tribunal.
14. If the Tribunal grants an eviction order to your Head Landlord, and you choose not to leave the let property by the date specified in that eviction order, your Head Landlord will serve a charge for removing on you, which sets a date by which you must leave the property. You will usually get 14 days' notice. If you do not leave by this date, the sheriff's officers will remove you after giving you a further 2 days' notice.

15. If you leave your home following receipt of this notice, or through an eviction order issued by the Tribunal, and you are not satisfied that your Head Landlord genuinely wanted his or her property back under the eviction ground(s) outlined in Part 3, you can apply to the Tribunal, which if it agrees, can make a wrongful termination order against your Head Landlord for a compensation amount not exceeding 6 months' rent.

THIS IS AN IMPORTANT DOCUMENT AND YOU SHOULD KEEP IT IN A SAFE PLACE.

PRIVATE HOUSING (TENANCIES) (SCOTLAND) ACT 2016

PRIVATE RESIDENTIAL TENANCY

NOTES FOR LANDLORDS - THESE NOTES ARE FOR GUIDANCE ONLY AND ARE NOT A DEFINITIVE INTERPRETATION OF THE LAW.

WHEN TO USE THIS NOTICE

1. You may serve this notice on your sub-tenant only in the following circumstances:-

- e) Your sub-tenant has a private residential tenancy; and
You are seeking to secure repossession using one or more of the following repossession grounds (contained in schedule 3 of the Private Housing (Tenancies) (Scotland) Act 2016):
 - You intend to sell the property (*EVICTIOIN GROUND 1*)
 - Property to be sold by Lender (*EVICTIOIN GROUND 2*)
 - You intend to refurbish the property (*EVICTIOIN GROUND 3*)
 - You intend to live in property (*EVICTIOIN GROUND 4*)
 - Family member intends to live in property (*EVICTIOIN GROUND 5*)
 - You intend to use the property for non-residential purpose (*EVICTIOIN GROUND 6*)
 - Property required for religious purpose (*EVICTIOIN GROUND 7*)
 - Tenant no longer in need of supported accommodation (*EVICTIOIN GROUND 9*)
 - You have been refused landlord registration or had your registration revoked (*EVICTIOIN GROUND 16*)
 - Your HMO licence has been revoked (*EVICTIOIN GROUND 17*)
 - Overcrowding statutory notice has been served on you (*EVICTIOIN GROUND 18*)
-

GIVING THE RIGHT AMOUNT OF NOTICE

2. You must give your sub-tenant the relevant amount of notice. The notice periods are:

- a) 28 days' notice if the sub-tenant has been entitled to occupy the property for six months or less.
- b) 84 days' notice is required if the sub-tenant has been entitled to occupy the property for over six months

The notice period is calculated from the date the sub-tenant's receives this notice.

HOW TO COMPLETE THIS NOTICE

3. As landlord you should complete Parts 1 to 5 of this notice and also attach a copy of the Notice to Leave served on the Tenant, i.e. the sub-tenant's Landlord.

HOW TO SERVE THE NOTICE

4. After you sign and date the notice to leave form you must take steps to ensure your sub-tenant receives it as soon as possible. A notice can be served validly on a sub-tenant only in the following ways:-

- a. by hand delivering it to him or her; or
- b. by sending it by recorded delivery letter to him or her at the address of the let property; or
- c. if electronic means has previously been agreed as the preferred correspondence method, by emailing the notice to the sub-tenant's current email address.

Section 26 of the Interpretation and Legislative Reform (Scotland) Act 2010 applies, which means that unless delivered personally, you must allow the sub-tenant 48 hours to receive the notice. This delivery time should be factored into the amount of notice you give the sub-tenant. It is worth noting that the sub-tenant can challenge this presumption, but he or she must provide you with evidence which shows the exact date he or she received this notice.

FURTHER GUIDANCE

5. If you are uncertain about what anything in this notice means or if you are unsure of your rights and responsibilities you should get advice as quickly as possible. You may be able to get this from an organisation which gives advice on housing matters such as your local authority, Shelter Scotland or your local Citizens Advice Bureau, or from a solicitor. If you need to employ a solicitor, legal aid may be available depending on your income.

Appendix 6 Notice to Leave

NOTICE TO LEAVE UNDER SECTION 62(1)(d) OF THE PRIVATE HOUSING (TENANCIES) (SCOTLAND) ACT 2016

FOR USE ONLY BY A LANDLORD

IMPORTANT INFORMATION FOR THE TENANT(S)

Please read this notification carefully.

THIS NOTICE INFORMS YOU, THE TENANT, THAT YOUR LANDLORD IS SERVING NOTICE ON YOU TO LEAVE THE LET PROPERTY AT THE ADDRESS IN PART 1, AND IF YOU DO NOT LEAVE THE PROPERTY ONCE THE RELEVANT NOTICE PERIOD HAS EXPIRED, YOUR LANDLORD WILL APPLY TO THE FIRST-TIER TRIBUNAL (THE TRIBUNAL) FOR AN EVICTION ORDER.

Your landlord must give you a minimum of either 28 days' notice or 84 days' notice depending on how long you have occupied the let property or the ground for eviction. (See *note 2 to tenant below*)

Part 1

To: _____
(name of tenant(s))

Of: _____

(address of let property)

NOTE 1 TO TENANT

1. If you are uncertain about what anything in this notice means or if you are unsure of your rights and responsibilities you should get advice as quickly as possible. You may be able to get this from your landlord, an organisation which gives advice on housing matters such as your local authority, Shelter Scotland or your local Citizens Advice Bureau, or from a solicitor. If you need to employ a solicitor, legal aid may be available depending on your income.

Part 2

I/We* your landlord(s)/agent*:

(insert name of landlord(s) or agent)

Of:

(address and telephone number of landlord(s))

Inform you that I/we* intend to apply to the Tribunal for an eviction order in respect of the house at the address in Part 1 above on the following ground/grounds* being a ground/grounds* for eviction as set out in schedule 3 of the Private Housing (Tenancies) (Scotland) Act 2016:

Part 3

I/We* also inform you that I/we are seeking eviction under the above ground(s) for the following reasons:

[Please give as much detail as possible including relevant dates and in cases of rent arrears, insert the amount of arrears outstanding and the period over which it has built up.]

[state particulars of how you believe the ground(s) have arisen – continue on additional sheets of paper if required]

* delete as appropriate

NOTE 2 TO TENANT

Your landlord must give you proper notice between serving this notice and making an application to the Tribunal for an eviction order. You will receive a minimum of 28 days' notice if you have lived in the property for six months or less on the day you receive this notice OR the only eviction ground(s) mentioned above in Part 2 is one (or more) of the following. You:

- are no longer occupying the property (EVICTION GROUND 10)
- have breached a term of your tenancy (EVICTION GROUND 11)
- are in rent arrears over 3 consecutive months (EVICTION GROUND 12)
- have a relevant conviction (EVICTION GROUND 13)
- have engaged in antisocial behaviour (EVICTION GROUND 14)
- associate in the let property with someone who has a relevant conviction or has engaged in antisocial behaviour (EVICTION GROUND 15)

You will be given a minimum of 84 days' notice if you have lived in the property for more than six months and ANY of the following eviction grounds are mentioned in Part 2:

- Landlord intends to sell the property (EVICTION GROUND 1)
- Property to be sold by lender (EVICTION GROUND 2)
- Landlord intends to refurbish (EVICTION GROUND 3)
- Landlord intends to live in the property (EVICTION GROUND 4)
- Family member intends to live in property (EVICTION GROUND 5)
- Landlord intends to use for non-residential purpose (EVICTION GROUND 6)
- Property required for a religious purpose (EVICTION GROUND 7)
- Tenant is no longer an employee (EVICTION GROUND 8)
- Tenant no longer requires supported accommodation (EVICTION GROUND 9)
- Landlord has been refused registration or had his or her registration revoked (EVICTION GROUND 16)
- Landlord's HMO licence has been revoked [This may need to be tweaked when this ground is amended.] (EVICTION GROUND 17)
- Overcrowding statutory notice has been served on the landlord (EVICTION GROUND 18)

If your landlord is using eviction ground 1 (INTENDS TO SELL), 2 (MORTGAGE LENDER SELLING), 3 (INTENDS TO REFURBISH), 4 (LANDLORD INTENDS TO LIVE IN PROPERTY), 6 (INTENDS TO USE FOR NON-RESIDENTIAL PURPOSE), 7 (REQUIRED FOR RELIGIOUS PURPOSE), 10 (NOT OCCUPYING PROPERTY), 13 (CRIMINAL CONVICTION) and the tribunal decides that the eviction ground is established, the Tribunal must grant an eviction order. If an eviction order is granted, the landlord will be able to evict you.

If your landlord is using eviction ground 5 (FAMILY MEMBER INTENDS TO LIVE IN PROPERTY), 9 (TENANT NO LONGER REQUIRES SUPPORTED ACCOMMODATION), 11 (BREACHED A TERM OF THE TENANCY), 14 (ANTISOCIAL BEHAVIOUR), 15 (ASSOCIATION WITH SOMEONE IN THE PROPERTY WHO HAS A CRIMINAL CONVICTION OR ACTED ANTISOCIAL), 16 (LANDLORD REGISTRATION REFUSED OR REVOKED), 17 (HMO LICENCE REVOKED) or 18 (OVERCROWDING STATUTORY NOTICE SERVED), even if the Tribunal is content that the eviction ground is established, it will still have to decide whether it is reasonable to evict you. In deciding whether it is reasonable, the Tribunal must take into account all the circumstances of the case. The Tribunal may decide not to grant an eviction order or may delay its decision.

NOTE 2 continues on page 4

NOTE 2 continued:

If your landlord is using eviction ground 8 (*NOT AN EMPLOYEE*) the Tribunal **must** grant an eviction order if the application for eviction was made within 12 months of you ceasing to be – or failing to become – an employee. The Tribunal **may** issue an eviction order if the eviction application is made after the 12 month period has elapsed.

If your landlord is using eviction ground 12 (*RENT ARREARS*), the Tribunal **must** grant an eviction order if it establishes that for three or more months you have been continuously in arrears of rent and on the day the Tribunal considers the case, the arrears were at least one month's rent and were not due to a delay or failure in the payment of a relevant benefit. The Tribunal **may** grant an eviction order if you have been in arrears of rent for three or more months, and on the day the Tribunal considers the case, the arrears are less than one month's rent.

Your landlord should provide you with evidence to support the eviction action, particularly if he or she is using eviction ground 1 (*INTENDS TO SELL*), 3 (*INTENDS TO REFURBISH*), 4 (*LANDLORD INTENDS TO LIVE IN PROPERTY*), 5 (*FAMILY MEMBER INTENDS TO LIVE IN PROPERTY*) or 6 (*INTENDS TO USE FOR NON-RESIDENTIAL PURPOSE*). If you do not receive any supporting evidence along with this notice, the Tribunal will ask for this evidence when considering your landlord's application for an eviction order as the Tribunal must be satisfied that the eviction ground is established.

Part 4

I attach the following evidence to support the eviction action (if any):

Part 5

An application will not be submitted to the Tribunal for an eviction order before xxxxxxxxxxxx (which is the earliest date at which Tribunal proceedings can be raised under section 54 of the Private Housing (Tenancies) (Scotland) Act 2016).

Signed:

 (landlord(s) or Landlord's Agent)

Dated:

NOTE 3 TO 7 TO TENANT

3. If you have fallen behind in your rent payments and would like money advice, you can contact the housing options team at your local authority, Shelter Scotland or your local Citizens Advice Bureau.
4. The date given in Part 5 is the earliest date on which the landlord can start eviction action at the Tribunal. From that date your landlord is allowed to start court action at any time during the following six months. If your landlord does not start Tribunal action in that six-month period he or she would have to serve another notice on you before he or she could start eviction action at the Tribunal.
5. Remember before you are required to leave your home, your landlord must have done 2 things:
 - Served on you a notice to leave with the relevant notice period (this notice), and
 - Obtained an eviction order from the First-tier Tribunal.
6. If the First-tier Tribunal grants an eviction order to your landlord, and you choose not to leave the let property by the date specified in that eviction order, your landlord will serve a charge for removing on you, which sets a date by which you must leave the property. You will usually get 14 days' notice. If you do not leave by this date, the sheriff's officers will remove you after giving you a further 2 days' notice.
7. If you leave your home following receipt of this notice, or through an eviction order issued by the Tribunal, and you are not satisfied that your landlord genuinely wanted his or her property back under the eviction ground(s) outlined in Part 3, you can apply to the Tribunal, which if it agrees, can make a wrongful termination order against your landlord for a compensation amount not exceeding 6 months' rent.

THIS IS AN IMPORTANT DOCUMENT AND YOU SHOULD KEEP IT IN A SAFE PLACE.

PRIVATE HOUSING (TENANCIES) (SCOTLAND) ACT 2016

PRIVATE RESIDENTIAL TENANCY

NOTES FOR LANDLORDS - THESE NOTES ARE FOR GUIDANCE ONLY AND ARE NOT A DEFINITIVE INTERPRETATION OF THE LAW.

WHEN TO USE THIS NOTICE

1. You may serve this notice on your tenant only in the following circumstances:-

- f) Your tenant has a private residential tenancy; and
You are seeking to secure repossession using one or more of the 18 eviction grounds listed in schedule 3 of the Private Housing (Tenancies) (Scotland) Act 2016.
-

GIVING THE RIGHT AMOUNT OF NOTICE

2. You must give your tenant the relevant amount of notice. The relevant notice periods are:

- c) 28 days' notice if the tenant has been entitled to occupy the property for six months or less, or if the repossession ground (or grounds) the landlord is using is one or more of the following: failure to occupy as only or principal home, breach of tenancy agreement; rent arrears for three or more consecutive months; relevant criminal conviction; relevant anti-social behaviour; or association with a person who has a relevant conviction or has engaged in relevant anti-social behaviour.
- d) 84 days' notice if the tenant has been entitled to occupy the property for over six months and this notice does not rely exclusively on one or more of the grounds outlined above in paragraph a).

The notice period is calculated from the date the tenant receives this notice (see note below on 'How To Serve A Notice').

HOW TO COMPLETE THIS NOTICE

3. As landlord you should complete Parts 1 to 5 of this notice.

HOW TO SERVE THE NOTICE

4. After you sign and date the notice to leave form you must take steps to ensure your tenant receives it as soon as possible. A notice can be served validly on a tenant only in the following ways:-

- a. by hand delivering it to him or her; or
- b. by sending it by recorded delivery letter to him or her at the address of the let property; or
- c. if electronic means has previously been agreed as the preferred correspondence method, by emailing the notice to the tenant's current email address.

Section 26 of the Interpretation and Legislative Reform (Scotland) Act 2010 applies which means that unless delivered personally, you must allow your tenant 48 hours to receive the notice. This delivery time should be factored into the amount of notice you give your tenant. It is worthy to note that your tenant can challenge this presumption, but he or she must provide you with evidence which shows the exact date he or she received this notice.

FURTHER GUIDANCE

5. If you are uncertain about what anything in this notice means or if you are unsure of your rights and responsibilities you should get advice as quickly as possible. You may be able to get this from an organisation which gives advice on housing matters such as your local authority, Shelter Scotland or your local Citizens Advice Bureau, or from a solicitor. If you need to employ a solicitor, legal aid may be available depending on your income.

Appendix 7 Recommended Model Tenancy Agreement

SECTION 1: HOW TO USE THE MODEL

This Model Tenancy Agreement contains two categories of clause:

The first category is the **core rights and obligations**, which includes, among other things, the statutory terms applicable to all private residential tenancies, the repairing standard and tenancy deposits. They are 'mandatory clauses' which must feature in all agreements when using this model. These terms are laid down in the Private Housing (Tenancies) (Scotland) Act 2016, supporting secondary legislation and other relevant housing legislation and are indicated in **bold** typeface. These clauses should be read alongside the relevant legislation, as the legislation takes priority and may change from time to time.

The second category is discretionary terms, which the landlord may or may not wish to include in the written tenancy agreement. These are in ordinary typeface. This category includes any additional terms the landlord chooses to add. Landlords may do this provided the requirements of the Private Housing (Tenancies) (Scotland) Act 2016, supporting secondary legislation, Statutory Terms, Regulations and other housing legislation are met.

Any clauses which contain square brackets [], indicate clauses with options depending on the terms of the tenancy (such as frequency of rent payments).

A legal commentary on paragraphs contained in the recommended model tenancy agreement is provided in section 4.⁵

A key of the different categories of clause has been included as a footnote for ease of reference.

SECTION 2: GLOSSARY OF TERMS & INTERPRETATION

In this Agreement, the following words have the following meanings except where the content indicates otherwise

- **Common Parts:** this includes any part of the structure and exterior of the building in which the accommodation is located which is shared between the let property and any other property (such as: the common close, common stairway, entrance steps, paths, entrance doors and doorways, passages, bike chute accesses, yard, gardens, outhouses, bin areas, cellar, back green and back court)
- **Eviction ground:** means a ground named in schedule 3 of the Private Housing (Tenancies) (Scotland) Act 2016 on the basis of which an eviction order may be issued.
- **Eviction order:** means an order issued under section 51 of the Private Housing (Tenancies) (Scotland) Act 2016
- **Family member:** means a person who is married to, in a civil partnership with or living together as though married with, the landlord or tenant (a partner) or is a qualifying relative of the landlord or tenant or his or her partner, or is a partner of a qualifying relative.
- **First-tier Tribunal:** means the First-tier Tribunal for Scotland.
- **Jointly and severally liable:** where two or more people have signed this Agreement, each one of them is fully responsible for making sure that all the conditions in this Agreement are met, including payment of rent.
- **House in Multiple Occupation (HMO):** Living accommodation is an HMO if it is occupied by three or more adults (aged 16 or over) from three or more families as their only or main residence and either a house, premises or a group of premises owned by the same person with shared basic amenities.
- **Landlord:** includes any joint landlord
- **Let property:** the property rented by the landlord to the tenant
- **Neighbour:** any person living in the locality
- **Neighbourhood:** the locality of the rented property
- **Private Residential Tenancy:** means a tenancy which is a private residential tenancy by virtue of section 1 of the Private Housing (Tenancies) (Scotland) Act 2016
- **Qualifying relative:** means a parent, grandparent, child, grandchild, brother or sister, and includes half-blood relatives in those categories and step-children
- **Rent:** means any sum payable periodically by the tenant to the landlord in connection with the tenancy (and includes, for the avoidance of doubt, any sums payable in respect of services, repairs, maintenance or insurance).
- **Rent-increase notice:** has the meaning given by section 22(1) of the Private Housing (Tenancies) (Scotland) Act 2016.
- **Rent officer:** has the meaning given by section 43 of the Rent (Scotland) Act 1984
- **Statutory term:** has the meaning given by section 7(1) of the Private Housing (Tenancies) (Scotland) Act 2016
- **Tenant:** includes any joint tenant or sub-tenant.

Declaring for the purposes of this lease that words importing the singular shall include the plural, and where there are two or more persons included in the expression "the Tenant" the obligations and conditions incumbent upon and

expressed to be made by "the Tenant", including payment of the rent, shall be held to bind all such persons jointly and severally.

SECTION 3: RECOMMENDED MODEL TENANCY AGREEMENT

A landlord is under a duty to provide the written terms of a private residential tenancy under section 10 of the Private Housing (Tenancies) (Scotland) Act 2016 ("the Act"). This is the Scottish Government's Recommended Model Tenancy Agreement which may be used to fulfil this duty.

1. LANDLORD

Name (1): _____

Name (2): _____
("the Landlord(s)")

Address (landlord 1): _____

Address (landlord 2): _____

Email address(es): _____

Telephone number: _____

Registration number (landlord 1): [] [] [] [] [] / [] [] [] [] [] / or pending]

Registration number (landlord 2): [] [] [] [] [] / [] [] [] [] [] or pending]

HMO 24-hour contact number: _____

HMO registration expiry date: _____

Key:-

Bold Text: Mandatory clauses - core rights and obligations

Normal Text: Discretionary clauses - a landlord can choose to include this if he or she wishes

2. LETTING AGENT/FACTOR/MANAGING AGENT

Name: _____

Address: _____

Telephone number: _____

[Letting Agent/Property factor/Landlord] registration number: _____

Email address: _____

Where the Landlord employs an Agent, unless stated otherwise, any reference to a Landlord also includes reference to the above-named Agent.

3. TENANT

Name(s): _____

("the Tenant(s)")

Where this is a joint tenancy, the term "Tenant" applies to each of the individuals above and the full responsibilities and rights set out in this Agreement apply to each Tenant who will be jointly and severally liable.

Email address(es): _____

Telephone number(s): _____

Key:-

Bold Text: Mandatory clauses - core rights and obligations

Normal Text: Discretionary clauses - a landlord can chose to include this if he or she wishes

4. COMMUNICATION

The Landlord and Tenant agree that all communications which may or must be made under the Act and in relation to this agreement, including notices to be served by one party on the other will be made in writing using [hard copy by personal delivery or recorded delivery/the email addresses set out in clauses [2 or 3] and 4].

The Landlord and Tenant will inform each other as soon as is practicable of any new home, business or email address which is to be used instead of any notified under this Agreement.

5. DETAILS OF THE LET PROPERTY

Address: _____

("the let property")

Any [shared/excluded] facilities: _____

The property is [unfurnished/furnished or partly furnished]. See the Inventory and Record of Condition for further details.

6. DATE WHEN TENANCY STARTS

The private residential tenancy will start on: _____

("the start date of the tenancy")

7. OCCUPATION AND USE OF THE LET PROPERTY

The Tenant agrees to occupy the let property as his or her home and must obtain the Landlord's written permission before carrying out any formal or registered trade, business or profession there.

Key:-

Bold Text: Mandatory clauses - core rights and obligations

Normal Text: Discretionary clauses - a landlord can chose to include this if he or she wishes

8. RENT

The rent is £_____ every [week/fortnight/four weeks/calendar month/quarterly] payable in [advance/arrears]. The first payment will be paid on the date the tenancy starts or before and subsequent payments must be received on or before the same [day of each week/fortnight/four weekly period/date of each calendar month] thereafter.

Method by which rent is to be paid: _____

(This is the preferred method but rent may be paid using another method if it is reasonable in the circumstances.)

If there are any rent arrears outstanding at the end of the tenancy, the Landlord can apply for the arrears amount to be deducted from any deposit paid by the Tenant.

The following services are covered in the rent amount noted above:

(list the services together with the prices).

9. RENT RECEIPTS

Where any payment of rent is made in cash, the Landlord must provide the Tenant with a written receipt for the payment stating: the amount paid, and either (as the case may be) the amount which remains outstanding, or confirmation that no further amount remains outstanding.

10. RENT INCREASES

The rent cannot be increased more than once in any twelve month period and the Landlord must give the Tenant at least three months' notice before any increase can take place. In order to increase the rent, the Landlord must give the Tenant a rent increase notice, the content of which is set out in XXXXXX⁶ regulations.

Within 21 days of receiving a rent increase notice, the Tenant can refer a case to a rent officer for adjudication if he or she considers that the rent increase amount is unreasonable. Before submitting a referral to a rent officer for rent adjudication, the Tenant must complete Part 3 of the rent increase notice and return it to his or her Landlord to notify the Landlord of his or her intention to make a referral to a rent officer. Failure to return Part 3 to the Landlord will mean that the rent increase will take effect from the date proposed in notice.

⁶ Title to be added in due course

Key:-

Bold Text: Mandatory clauses - core rights and obligations

Normal Text: Discretionary clauses - a landlord can choose to include this if he or she wishes

11. DEPOSIT

All landlords who receive a deposit, and who must register in the local council's register of landlords, must lodge it with a tenancy deposit scheme. An Agent can act on the Landlord's behalf.

A tenancy deposit scheme is an independent third-party scheme approved by the Scottish Ministers to hold and protect a deposit until it is due to be repaid.

At the date of entry or before, a deposit of £ _____ will be paid by the Tenant to the Landlord. The Landlord will issue a receipt for the deposit to the Tenant. No interest shall be paid by the Landlord to the Tenant for the deposit.

The deposit amount cannot exceed the equivalent of two months' rent and cannot include any premiums. For example, charging for an administration fee or taking a holding fee (regardless of whether or not the holding fee is refundable).

Within 30 working days of the tenancy beginning, the Landlord must pay the deposit into a tenancy deposit scheme and provide the Tenant with certain information including: the Landlord's registration status; the property address; the amount of the deposit; the date the deposit was received by the Landlord; the date the deposit was paid to a scheme; and the circumstances under which all or part of the deposit may be retained at the end of the tenancy, with reference to this written agreement.

The scheme administrator is _____ (insert name)

and their contact details are: _____

At the end of a tenancy, the Landlord should apply to the scheme for repayment of the deposit, giving details about how much should be repaid to the Tenant. The scheme administrator will write to the Tenant asking them to confirm whether they agree with the application, or whether they wish to dispute the amount. If the Tenant agrees, the scheme administrator will repay the deposit accordingly.

If the Tenant does not agree with the amount of deposit applied for by the Landlord, the Tenant should contact the Landlord to discuss this in the first instance. If the Tenant and Landlord are unable to agree the amount of deposit that should be repaid, the Tenant can ask for the case to be referred to an independent adjudicator. The adjudicator will make a decision about how the deposit should be repaid, based on evidence provided by both parties.

If the Landlord does not apply to the scheme for repayment of the deposit after the end of the tenancy, the Tenant can apply to the scheme for repayment.

Key:-

Bold Text: Mandatory clauses - core rights and obligations

Normal Text: Discretionary clauses - a landlord can choose to include this if he or she wishes

More information can be found in the Tenancy Deposit Schemes (Scotland) Regulations 2011. (<http://www.legislation.gov.uk/ssi/2011/176/contents/made>)

12. LANDLORDS COSTS AND INTEREST

The Tenant agrees to meet all reasonable fees and outlays incurred by the Landlord including legal fees in pursuing payment from the Tenant of any arrears of rent or other charges or outlays payable under this Agreement or pursuing any other remedial or enforcement action as a result of the breach by the Tenant of his or her obligations under this Agreement.

All payments (including payments of rent in particular but without prejudice to the generality) due to the Landlord under or by virtue of this Agreement shall bear interest at the annual rate of [insert interest rate]% from the respective dates on which they become due until payment.

13. NOTIFICATION ABOUT OTHER RESIDENTS

If a person aged 16 or over (who is not a joint tenant) occupies the let property with the Tenant as that person's only or principal home, the Tenant must tell the Landlord in writing that person's name, and the person's relationship to the Tenant.

If that person subsequently leaves the property the Tenant must tell the Landlord.

The Tenant is responsible for ensuring that no-one living with them does anything that would be a breach of this agreement if they were the Tenant. If they do, the Tenant will be treated as being responsible for any such action and will be liable for the cost of any repairs, renewals or replacement of items where required.

When allowing a person to occupy the let property with the Tenant as that person's only or principal home, the Tenant must ensure that the let property does not become an unlicensed "house in multiple occupation" (see **SECTION 2: GLOSSARY OF TERMS** for definition of "house in multiple occupation").

The Tenant will be liable for reasonable costs and expenses, including if applicable, legal or court expenses, together with any fines payable by the Landlord or his or her Agent as a result of the accommodation being, as a consequence of the Tenant's breach, deemed an unlicensed or unregistered "house in multiple occupation".

14. OVERCROWDING

The maximum number of people who may live at the property is _____.

The number of people who may live in a property depends on the number and size of the rooms, and the age, gender and relationships of the people. Living rooms and bedrooms are counted as rooms, but not the kitchen or bathroom.

Key:-

Bold Text: Mandatory clauses - core rights and obligations

Normal Text: Discretionary clauses - a landlord can choose to include this if he or she wishes

The Tenant must not allow the property to become overcrowded. If the property does become overcrowded, the Landlord can take action to evict the Tenant as the Tenant has breached this term of this agreement.

15. SUBLETTING AND ASSIGNATION

Unless the Tenant has received prior written permission from the Landlord, the Tenant must not:

- sublet the let property (or any part of it),
- take in a lodger,
- assign the Tenant's interest in the let property (or any part of it), or
- otherwise part with, or give up to another person, possession of the let property (or any part of it).

16. CONTENTS AND CONDITION

The Tenant agrees that the signed Inventory and Record of Condition, attached as Schedule 1 to this Agreement, is a full and accurate record of the contents and condition of the let property at the start date of the tenancy. The Tenant has a period of 7 days after signing the Inventory and Record of Condition to ensure that it is correct and to tell the Landlord of any discrepancies in writing, after which the Tenant shall be deemed to be fully satisfied with the terms.

The Tenant agrees to replace or repair (or to pay the cost, at the option of the Landlord any of the contents which are destroyed, damaged, removed or lost during the tenancy, fair wear and tear excepted. A Landlord can apply for the costs involved in making good any damage or cleaning found necessary to be deducted from any deposit paid by the Tenant, which should not be limited to the amount of deposit actually held.

17. LOCAL AUTHORITY TAXES/CHARGES

Unless exempt, the Tenant will be responsible for payment of the council tax and water and sewerage charges, or any local tax which may replace this. The Tenant will advise the local authority of the start date of the tenancy.

18. UTILITIES

The Tenant undertakes to ensure that the accounts for the supply to the let property of [gas/electricity/telephone/internet/TV license/broadband/internet] are entered in his or her name with the relevant supplier. The Tenant agrees to pay promptly all sums that become due for these supplies relative to the period of the tenancy.

Key:-

Bold Text: Mandatory clauses - core rights and obligations

Normal Text: Discretionary clauses - a landlord can choose to include this if he or she wishes

The Tenant agrees to make the necessary arrangements with the suppliers to settle all accounts for these services at the end of the tenancy.

If there are any sums outstanding at the end of the tenancy incurred by the Tenant, the Landlord can apply for these costs to be deducted from any deposit paid by the Tenant.

The Tenant has the right to change supplier if he or she pays the energy supplier directly for gas or electricity. This includes if the Tenant has a prepayment meter.

If the Tenant allows the meter to be changed from or to a pre-payment meter during the tenancy, the Tenant is responsible for the cost of changing the meter back over at the end of the tenancy.

19. **INSURANCE**

The Landlord undertakes to pay all premiums for insurance of the building and contents belonging to him or her. The Landlord will have no liability for any items belonging to the Tenant.

The Tenant is responsible for arranging contents insurance for his or her own belongings. The Tenant's belongings may include personal effects, foodstuffs and consumables, belongings, and any other contents brought in to the property by the tenant).

The Tenant will be responsible for meeting the costs of any damage caused by him or her to the fabric of the building or fixtures and fittings in the let property.

20. **ABSENCES**

The Tenant agrees to tell the Landlord if he or she is to be absent from the let property for any reason for a period of more than 14 days. The Tenant must take such measures as the Landlord may reasonably require to secure the let property prior to such absence and take appropriate reasonable measures to prevent frost or flood damage.

21. **REASONABLE CARE**

The Tenant agrees to take reasonable care of the let property and any common parts, and in particular agrees to take all reasonable steps to:

- keep the let property adequately ventilated and heated;
- not bring any hazardous or combustible goods or material into the let property;
- not to put any damaging oil, grease or other harmful or corrosive substance into the washing or sanitary appliances or drains;
- prevent water pipes freezing in cold weather;

Key:-

Bold Text: Mandatory clauses - core rights and obligations

Normal Text: Discretionary clauses - a landlord can chose to include this if he or she wishes

- avoid danger to the let property or neighbouring properties by way of fire or flooding;
- ensure the let property and its fixtures and fittings are kept clean during the tenancy;
- not to apply any Sellotape or any other sticky materials to the internal walls of the let property;
- not interfere with the smoke detectors, heat detectors or the fire alarm system;
- not interfere with door closer mechanisms.

22. ALTERATIONS

The Tenant agrees not to make any alteration to the let property, its fixtures or fittings, nor to carry out any internal or external decoration without the prior written consent of the Landlord.

Any request for adaptations, auxiliary aids or services under section 37 of the Equality Act 2010 or section 52 of the Housing (Scotland) Act 2006 must be made in writing to the Landlord. Consent for alterations requested under this legislation should not be unreasonably withheld.

If your landlord does not consent to the adaptations you may appeal to the First-tier Tribunal within 6 months of being notified of the decision. Before doing this, you may find it helpful to discuss your circumstance with your local Citizens Advice Bureau or Shelter Scotland.

23. COMMON PARTS

In the case of flatted property the Tenant agrees, in conjunction with the other proprietors / occupiers, to sweep and clean the common stairway and to co-operate with other proprietors/properties in keeping the garden, back green or other communal areas clean and tidy.

Where the Tenant fails in this responsibility, the Landlord may carry out these responsibilities and recover the costs from the Tenant, which may not be limited to the amount of any deposit paid.

24. PRIVATE GARDEN

Where the Tenant fails to maintain the garden in a reasonable manner and the Landlord incurs costs in bringing the garden up to a reasonable standard at the end of the tenancy, the Landlord can apply for that cost to be deducted from any deposit paid by the Tenant.

Key:-

Bold Text: Mandatory clauses - core rights and obligations

Normal Text: Discretionary clauses - a landlord can chose to include this if he or she wishes

25. ROOF

The Tenant is not permitted to access the roof, without the Landlord's written consent.

26. BINS AND RECYCLING

The Tenant agrees to dispose of or recycle all rubbish in an appropriate manner and at the appropriate time. Rubbish must not be placed anywhere in the common stair at any time. The Tenant must take reasonable care to ensure that the rubbish is properly bagged or recycled in the appropriate container. If rubbish is normally collected from the street, on the day of collection it should be put out by the time specified by the local authority. Rubbish and recycling containers should be returned to their normal storage places as soon as possible after it has been collected. The Tenant must comply with any local arrangements for the disposal of large items.

27. STORAGE

Nothing belonging to the Tenant or anyone living with the Tenant or a visitor may be left or stored in the common stair if it causes nuisance or annoyance to neighbours.

28. DANGEROUS SUBSTANCES

The Tenant must not store, keep on or bring into the let property or any store, shed or garage, inflammable liquids, explosives or explosive gasses which might reasonably be considered to be a fire hazard or otherwise dangerous to the let property or its occupants or the neighbours or the neighbour's property, notwithstanding, accepting the normal and safe storage of petroleum and gas for garden appliances (mowers etc.), barbeques, candles or other commonly used household goods or appliances.

29. RESPECT FOR OTHERS

The Tenant, those living with him/her, and his/her visitors must not engage in anti-social behaviour to another person. A person includes a resident, visitor, agent and contractor and anyone in the let property.

"Anti-social" means causing or likely to cause alarm, distress, nuisance or annoyance to any person amounts to harassment of any person or causing damage to anyone's property. Harassment of a person includes causing the person alarm or distress. Anti-social behaviour includes speech.

In particular, the Tenant, those living with him/her, and his/her visitors must not:

- make excessive noise. This includes, but is not limited to, the use of televisions, CD players, digital media players, radios and musical instruments and DIY tools;

Key:-

Bold Text: Mandatory clauses - core rights and obligations

Normal Text: Discretionary clauses - a landlord can chose to include this if he or she wishes

- fail to control pets properly or allow them to foul or cause damage to other people's property;
- allow visitors to the let property to be noisy or disruptive;
- use the let property or allow it to be used, for illegal or immoral purposes;
- vandalise or damage the let property or any part of the common parts or neighbourhood;
- leave rubbish either in unauthorised places or at inappropriate times;
- allow his/her children to cause nuisance or annoyance to other people by failing to exercise reasonable control over them;
- harass, threaten or assault any other tenant, member of his/her household, visitors, neighbours, family members of the Landlord or employees of the Landlord or Letting Agent, or any other person or persons in the house, or neighbourhood, for whatever reason. This includes behaviour due to that person's race colour or ethnic origin, nationality, gender, sexuality, disability, age, religion or other belief, or other status;
- use or carry offensive weapons;
- use or sell unlawful drugs or sell alcohol;
- store or bring onto the premises any type of firearm or firearm ammunition including any replica or decommissioned firearms.

The particular prohibitions on behaviour listed above do not in any way restrict the general responsibilities of the Tenant.

30. EQUALITY REQUIREMENTS:

Under the Equality Act 2010, the Tenant and the Landlord must not unlawfully discriminate against a landlord, prospective landlord, tenant or prospective tenant on the basis of their age, disability, sex, gender reassignment, marriage or civil partnership, pregnancy or maternity, race, religion or belief or sexual orientation.

31. PETS

The Tenant agrees not to keep any animals or pets in the let property without the prior written consent of the Landlord. Any pet (where permitted) will be kept under supervision and control to ensure that it does not cause deterioration in the condition of the let property or common areas, nuisance either to neighbours or in the locality of the let property.

32. SMOKING

The Tenant agrees not to smoke, or to permit visitors to smoke tobacco or any other substance, in the let property.

Key:-

Bold Text: Mandatory clauses - core rights and obligations

Normal Text: Discretionary clauses - a landlord can choose to include this if he or she wishes

33. THE REPAIRING STANDARD etc. AND OTHER INFORMATION

THE REPAIRING STANDARD

The landlord must carry out a pre-tenancy check of the let property to identify work required to meet the Repairing Standard (described below) and notify the Tenant of any such work. The landlord also has a duty to repair and maintain the let property from the tenancy start date and throughout the tenancy. This includes a duty to make good any damage caused by doing this work. On becoming aware of a defect, the Landlord must complete the work within a reasonable time. The Landlord may use a Letting Agent to ensure compliance with the Repairing Standard.

A privately rented property must meet the Repairing Standard as follows:

- The property must be wind and water tight and in all other respects reasonably fit for people to live in.
- The structure and exterior (including drains, gutters and external pipes) must be in a reasonable state of repair and in proper working order.
- Installations for supplying water, gas and electricity and for sanitation, space heating and heating water must be in a reasonable state of repair and in proper working order.
- Any fixtures, fittings and appliances that the landlord provides under the tenancy must be in a reasonable state of repair and in proper working order.
- Any furnishings that the landlord provides under the tenancy must be capable of being used safely for the purpose for which they are designed.
- The property must have a satisfactory way of detecting fires and for giving warning in the event of a fire or suspected fire⁷.
- The property must have a satisfactory way of giving warning if there is a hazardous concentration of carbon monoxide gas⁸.

If the Tenant believes that the Landlord has failed to ensure that the let property meets the Repairing Standard at all times during the tenancy, he or she should discuss this with the Landlord in the first instance. If the Landlord does not rectify the problem within a reasonable time, the Tenant has the right to apply to the First-tier Tribunal ("the Tribunal"). The Tribunal may reject the application; consider whether the case can be resolved by the Tenant and Landlord (for example, by agreeing to mediation); consider the application; or reject the case. The Tribunal has power to require a Landlord to carry out work necessary to meet the Repairing Standard.

The Repairing Standard does not cover work for which the Tenant is responsible due to his or her duty to use the let property in a proper manner; nor does it cover the repair or maintenance of anything that the Tenant is entitled to remove from the let property.

⁷ [Scottish Government Statutory Guidance on Satisfactory Provision for Detecting and Warning of Fires](#)

⁸ [Scottish Government Statutory Guidance for the Provision of Carbon Monoxide Alarms in Private Rented Housing](#).

Key:-

Bold Text: Mandatory clauses - core rights and obligations

Normal Text: Discretionary clauses - a landlord can choose to include this if he or she wishes

Structure & exterior:

The Landlord undertakes (together with any other owners of common parts of the building in which the accommodation is situated, if appropriate) to keep in repair the structure and exterior of the accommodation including the following:

- drains, gutters and external pipes;
- roof;
- outside walls, doors, windowsills, window catches, sash cords, and window frames;
- internal walls, floors, ceilings, doors, door frames, internal stair cases and landings;
- chimneys, chimney stacks, and flues (including sweeping);
- pathways, steps or other means of access;
- plaster work;
- boundary walls and fences.

Gas safety:

The Landlord must ensure that there is an annual Gas safety check on all pipework and appliances. The check must be carried out by a Gas Safe Registered engineer. The Tenant must be given a copy of the Landlord's gas safety certificate. The Landlord must keep certificates for at least 2 years. The Gas Safety (Installation and use) Regulations 1998 places duties on Tenants to report any defects with gas pipework or gas appliances that they are aware of to the Landlord. Tenants are forbidden to use appliances that have been deemed unsafe by a gas contractor.

The Landlord must also ensure that a carbon monoxide detector is installed where there is a fixed combustion appliance (excluding an appliance used solely for cooking) or where a fixed combustion appliance is situated in an inter-connected space such as a garage.

Electrical safety:

The Landlord must ensure that an electrical safety inspection is carried out at least every five years consisting of an Electrical Installation Condition Report (EICR) and Portable Appliance Testing on appliances provided by the Landlord. The EICR which must be completed by a suitably competent person must cover

- Installations for the supply of electricity,
- Electrical fittings, including –
 - The consumer unit(s)
 - Switches
 - Socket outlets
 - Light fittings,
 - Any visible wiring, and

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Any areas where electrical equipment may be installed, for example lofts with supplies to renewable energy sources.

- Visual inspection of fixed electrical equipment, including –
 - Fixed electrical heating equipment e.g. storage or panel heaters,
 - Electric showers and over/under-sink water heaters
 - Boilers and other heat producing equipment, and
 - Hard-wired smoke and fire detectors.

The Tenant must be given a copy of the Electrical Installation Condition Report and Portable Appliance Testing.

Smoke detectors:

The Landlord must ensure that mains powered smoke alarms are installed in (i) the room which is frequently used by the occupants for general daytime living purposes and (ii) every circulation space such as hallways or landings, there must also be a heat alarm in the kitchen. All alarms should be interlinked

Installations:

The Landlord will keep in repair and in proper working order the installations in the let property for the supply of water, gas, electricity, sanitation, space heating and water heating (with the exception of those installed by the Tenant or which the Tenant is entitled to remove) including the following:

- basins, sinks, baths, toilets, and showers;
- gas or electric fires and central heating systems;
- electrical wiring;
- door entry systems;
- cookers;
- extractor fans;
- carbon monoxide detectors;
- smoke alarms;
- fire extinguishers and blankets.

Defective fixtures and fittings:

The Landlord will repair or replace any of the fixtures, fittings or furnishings, supplied by the Landlord in the let property, which become defective through usual wear and tear; and will do so within a reasonable period of time. Nothing contained in this Agreement makes the Landlord responsible for repairing damage caused wilfully or negligently by the Tenant, anyone living with the Tenant or an invited visitor to the let property. Should the Landlord be required to carry out the work, the Tenant must pay the cost of the repair. The Tenant hereby agrees to pay the costs of repair. This paragraph does not apply to damage caused by fair wear and tear or vandals (provided that the Tenant has reported the damage to the Police and to the Landlord as soon as the damage is discovered).

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REPAIR TIMETABLE

The Tenant undertakes to notify the Landlord as soon as is reasonably practicable of the need for any repair or emergency. The Landlord undertakes to carry out necessary repairs as soon as is reasonably practicable after having been notified of the need to do so.

PAYMENT FOR REPAIRS

The Tenant will be liable for the cost of repairs where the need for them is attributable to his or her fault or negligence, that of any person residing with him or her, or any guest of his or her.

At the end of the tenancy, the Landlord can apply for such costs to be deducted from any deposit paid by the Tenant.

INFORMATION

In addition to a tenancy agreement, the Landlord must give to the Tenant:-

- gas safety certificate;
- electrical safety inspection reports;
- energy performance certificate.

34. LIQUID PETROLEUM GAS (LPG)

The use or storage of LPG is not permitted in the property.

35. LEGIONELLA

At the start of the tenancy and throughout, the Landlord must take reasonable steps to assess any risk from exposure to legionella to ensure the safety of the Tenant in the let property.

36. ACCESS FOR REPAIRS

The Tenant must allow reasonable access to the let property for an authorised purpose where the Tenant has been given at least 48 hours' notice, or access is required urgently. Authorised purposes are carrying out work on the let property which the Landlord has an entitlement or obligation to carry out; or inspecting the let property in order to determine what (if any) work of that nature to carry out or inspecting it in pursuance of any other inspection right the Landlord may have; and valuing the let property.

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There is nothing to stop the Tenant and Landlord from mutually agreeing more generous rights of access if both parties want to resolve a non-urgent problem more promptly.

The Landlord has no right to use retained keys to enter the property without the Tenant's permission, except in an emergency.

37. DATA PROTECTION

The Landlord must comply with the requirements of the Data Protection Act 1988 to ensure that the Tenant's personal information is held securely and lawfully disclosed.

38. ENDING THE TENANCY

The Landlord undertakes to secure repossession only by lawful means and to comply with all relevant legislation affecting private sector residential tenancies. The Landlord may use a Letting Agent to ensure compliance with the legislation.

This Tenancy may be ended by:-

The Tenant giving the Landlord at least 28 days' notice in writing to terminate the tenancy, or an earlier date if the Landlord is content to waive the minimum 28 day notice period. Where the Landlord agrees to waive the notice period, his or her agreement must be in writing. The tenancy will come to an end on the date specified in the notice or, where appropriate, the earlier date agreed between the Tenant and Landlord. To end a joint tenancy, all the joint tenants must agree to end the tenancy. One joint tenant cannot terminate the joint tenancy on behalf of all joint tenants.

By the Landlord serving on the Tenant a Notice to Leave and the Tenant choosing to leave. The tenancy will come to an end on the later of the day specified in the Notice to Leave, or the day on which the Tenant actually leaves the property.

By the Landlord giving the Tenant the Notice to Leave and then subsequently obtaining an eviction order from the Tribunal on one or more of the eviction grounds set out in schedule 3 of the Private Housing (Tenancies) (Scotland) Act 2016. The tenancy will come to an end on the date specific in the eviction order.

The amount of notice a Landlord must give the Tenant will depend on which repossession ground is being used by the Landlord and how long the Tenant has lived in the property. The Landlord must give the Tenant at least 28 days' notice if the Tenant has been entitled to occupy the let property for six months or less, or if the repossession ground (or grounds) that the Landlord is using is one or more of the following: failure to occupy as only or principal home; breach of tenancy agreement; rent arrears for three or more consecutive months; relevant criminal conviction; relevant anti-social behaviour; or association with a person who has relevant conviction or has engaged in anti-social behaviour. The Landlord must give

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the Tenant at least 84 days' notice if the Tenant has been entitled to occupy the let property for over six months and the Notice to Leave does not rely exclusively on the repossession grounds already mentioned in this paragraph.

SCHEDULE 3 TO THE PRIVATE HOUSING (TENANCIES) (SCOTLAND) ACT 2016 – EVICTION GROUNDS

Schedule 3 sets out the 18 grounds under which a landlord may seek eviction. Eight of the grounds are mandatory, which means that if the Tribunal is satisfied that the ground exists, it must issue an eviction order. Of the remaining ten grounds, two have a mandatory and a discretionary strand and eight grounds are discretionary. For the discretionary grounds, if the Tribunal is satisfied that the ground exists, it will still have discretion on whether to issue an eviction order. The grounds are as follows:

Part 1: Let property required for another purpose (all of these grounds are mandatory, with the exception of ground 5 which is discretionary)

1. The landlord intends to sell the property for market value within three months of the tenant ceasing to occupy it.
2. Property to be sold by the mortgage lender.
3. The landlord intends to refurbish and this will entail significantly disruptive works to, or in relation to, the property.
4. The landlord intends to live in the property as his or her only or principal home.
5. A member of the landlord's family intends to live in the property as his or her only or principal home.
6. The landlord intends to use the property for a purpose other than providing a person with a home.
7. The property is held for a person engaged in the work of a religious denomination as a residence from which the duties of such a person are to be performed; the property has previously been used for that purpose; and the property is required for that purpose.

Part 2: Tenant's status (ground 8 has a mandatory and discretionary strand and ground 9 is discretionary)

8. The tenancy was granted to an employee and the tenant is no longer an employee. (This ground is mandatory if the application for eviction was made within 12 months of the tenant ceasing to be - or failing to become - an employee and discretionary if the application is made after the 12 month period has elapsed.)

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9. The tenancy was entered into on account of the tenant having an assessed need for community care and the tenant has since been assessed as no longer having such needs.

Part 3: Tenant's conduct (some of these grounds are mandatory, others are discretionary and ground 12 has a mandatory and discretionary strand)

10. The tenant is not occupying let property as his or her only or principal home. (Mandatory)
11. The tenant has breached the tenancy agreement – this excludes the payment of rent. (Discretionary)
12. The tenant is in rent arrears. (This ground is mandatory if, for three or more months, the tenant has been continuously in arrears of rent and on the day the Tribunal considers the case, the arrears are at least one month's rent. The Tribunal must also be satisfied that the arrears are not due to a delay or failure in the payment of a relevant benefit. This ground is discretionary if the tenant has been in arrears of rent for three or more months, and on the first day the Tribunal considers the case, the arrears are less than one month's rent and the Tribunal is satisfied that it is reasonable on this basis to issue an eviction order. In deciding whether it is reasonable to evict, the Tribunal will consider whether the tenant being in arrears is due to a delay or failure in the payment of a relevant benefit.)
13. After the tenancy has begun, the tenant is convicted of using, or allowing the use of, the let property for an immoral or illegal purpose, or is convicted of an imprisonable offence committed in or in the locality of the let property. The application must usually be made within 12 months of the tenant's conviction. (Mandatory)
14. The tenant has acted in an anti-social manner to another person and the Tribunal is satisfied that it is reasonable to issue an eviction order given the nature of the behaviour and who it was in relation to or where it occurred. The application must usually be made within 12 months of the antisocial behaviour occurring. (Discretionary)
15. The tenant is associating in the let property with a person who has a relevant conviction or who has engaged in relevant anti-social behaviour. A relevant conviction is a conviction which, if it was the tenant's, would entitle the Tribunal to issue an eviction order. Relevant anti-social behaviour means behaviour which, if engaged in by the tenant, would entitle the Tribunal to issue an eviction order. The application must usually be made within 12 months of the conviction or antisocial behaviour. (Discretionary)

Part 4: Legal impediment to let continuing (all of these grounds are discretionary)

16. Landlord registration has been refused or revoked by a local authority.
17. House in Multiple Occupation (HMO) license revoked by the local authority.
18. Overcrowding statutory notice in respect of the property has been served on the landlord.

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39. DECLARATIONS

In signing this Agreement and taking entry to the let property, the Tenant confirms that he or she:

- has made full and true disclosure of all information sought by the Landlord or Letting Agent in connection with the granting of this tenancy
- has not knowingly or carelessly made any false or misleading statements (whether written or oral) which might affect the Landlord's decision to grant the tenancy.
- read and understood all of the terms of this agreement including the accompanying legal commentary.

40. THE GUARANTOR

The Guarantor guarantees all payments of rent and any other payment due to the Landlord which the Tenant is required to pay under the tenancy agreement and liability continues in respect of any payment due but not paid even after the termination of the tenancy agreement or any alteration to the tenancy agreement, including any increase in rent.

Tenant Signature 1	
Tenant Full Name (Block Capitals)	
Tenant Address	
Date:	

Tenant Signature 2	
Tenant Full Name (Block Capitals)	
Tenant Address	
Date:	

Tenant Signature 3	
Tenant Full Name (Block Capitals)	
Tenant Address	
Date:	

Tenant Signature 4	
Tenant Full Name (Block Capitals)	

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