

2011 No. 97

HOUSING

**The Right to Purchase (Application Form) (Scotland)
Order 2011**

Made - - - - - *10th February 2011*

Coming into force - - - *1st March 2011*

The Scottish Ministers make the following Order in exercise of the powers conferred by section 63(1) of the Housing (Scotland) Act 1987(a).

Citation, commencement and revocation

1.—(1) This Order may be cited as the Right to Purchase (Application Form) (Scotland) Order 2011 and comes into force on 1st March 2011.

(2) The Right to Purchase (Application Form) (Scotland) Order 2002(b) is hereby revoked.

Prescribed Notice

2. The notice to be served under section 63(1) of the Housing (Scotland) Act 1987 (application to purchase) shall be in the form prescribed in the Schedule to this Order.

ALEX NEIL

Authorised to sign by the Scottish Ministers

St Andrew's House,
Edinburgh
10th February 2011

(a) 1987 c.26; section 63(1) was amended by the Leasehold Reform, Housing and Urban Development Act 1993 (c.28), section 143(1) and (2)(a) and the Housing (Scotland) Act 2001 (asp 10), Schedule 10, paragraph 13(8). The functions of the Secretary of State were transferred to the Scottish Ministers by virtue of section 53 of the Scotland Act 1998 (c.46).

(b) S.S.I. 2002/322.

SCHEDULE

Article 2

APPLICATION TO BUY YOUR HOME

Form APP2

For landlords' use only

PLEASE FILL IN –

Name

Surname

Ref.

Address

First names

This is a legal document. However, the notes are not a complete or authoritative statement of the law. You should ensure:

Name of
Landlord

(1) that you speak to your landlord about your RTB before completing this form;

Landlord Ref:

(2) seek legal advice before proceeding with the purchase of your home; and

(3) read the notes relating to each part of the form before you complete it.

Address of the house you wish to buy:

Your landlord will help you to fill in this form free of charge.

WHEN YOU HAVE FILLED IN THIS FORM, TAKE IT OR SEND IT BY RECORDED DELIVERY TO YOUR LANDLORD. IF YOU TAKE IT BY HAND, ASK FOR A RECEIPT. YOU ARE ADVISED TO KEEP A COPY OF THE COMPLETED FORM AND ALL RELEVANT DOCUMENTS.

Postcode:

Telephone no:

Please note that if your landlord is not the local authority, then you need to submit with your application a certificate providing information on any arrears of council tax or water or sewerage charges you may have. See paragraph 2 of the '*What happens next*' section at the end of this form.

If you would like advice on any aspect of buying your home, you should consider taking legal advice or discuss the matter with your local Citizens Advice Bureau, to make sure that your interests are fully protected. **This is important if you have been approached by someone proposing to help you buy your home (perhaps in exchange for handing over ownership of the house to that person at a later date) or offering advice in return for a fee.**

We also recommend that you read the Scottish Executive booklet “Your Right to Buy your Home – a guide for Scottish secure tenants”, which provides further information on the right to buy. You can get a copy from your landlord, local Citizens Advice Bureau or The Scottish Government Social Housing Division, Victoria Quay, Edinburgh EH6 6QQ.

If you do not accept an offer to sell within the appropriate time limits, your position as tenant will not be affected in any way. However, such a delay may lead to your application being cancelled. But you can make another application to buy at any time.

References to a person’s **spouse or partner** in this form include reference to that person’s civil partner or another person living together with that person as husband and wife or in a relationship which has the characteristics of a relationship between husband and wife (including relationships where both partners are of the same sex).

References to **family** in this form relate to parents, grandparents, children, grandchildren, brothers, sisters, uncles, aunts, nephews and nieces, including relationships by marriage or the half-blood (e.g. a half-brother or half-sister). In addition, the stepchild of a person will be treated as his or her child and a person brought up and treated by another person as if the person were the child of the other person will be treated as that person’s child.

Note

Normally, your house will be valued by a qualified valuer appointed by Scottish Ministers for the purposes of carrying out such valuations, unless your landlord has suggested, **and you have agreed**, that the valuation is carried out by a qualified valuer nominated by your landlord. You are **free** to decide whether or not to accept a valuer nominated by your landlord. If you do not agree with the valuer proposed, you should discuss this with your landlord.

1. For each **tenant** of the house please fill in the following:—

Surname	First names	Does the tenant wish to buy?	
		Please tick appropriate box	
		Yes	No
<input type="text"/>	<input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="text"/>	<input type="text"/>	Yes	No
<input type="text"/>	<input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="text"/>	<input type="text"/>	Yes	No
<input type="text"/>	<input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="text"/>	<input type="text"/>	Yes	No
<input type="text"/>	<input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>

Notes

- (i) You are the tenant or joint tenant if your name appears on the tenancy agreement, rent book or rent card.
- (ii) The agreement and signature of any tenant who does not wish to buy must be obtained before you can apply to buy. Their tenancy will end when you buy the house. If there is such a tenant and they agree to you buying the house, that tenant should sign at paragraph B at the end of the form.
- (iii) The agreement of a tenant's or joint tenant's spouse^(*) or partner^(*) living in the house as their principal or only home, but who are themselves not tenants, **must** be obtained before the tenant can apply to buy the house. If there is such a person living in your home and they agree to you buying the house, they should sign at paragraph C at the end of the form.

^(*) For the definition of spouse, partner or family member, see the notes at the beginning of this form.

Joint Purchasers

2. You may wish to share the right to buy with one or more members of your family^(*) who are not tenants. In this case please fill in the following:—

Surname	First names	Relationship to tenant	Have they lived with you for the last 6 months as their only or principal home?		Are they at least 18 years of age?	
			Yes	No	Yes	No
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Notes

- (i) Your spouse or partner or other family member who is not a tenant may share the right to buy with you if they are at least 18 and have lived with you throughout the last 6 months in the house as their only or principal home, or otherwise with your landlord’s consent.
- (ii) Any family member applying to be a joint purchaser should sign paragraph D at the end of this form.

3. Any member of your family who is not a tenant and who is between 16 and 18 or has not lived with you continuously for the last 6 months may, at your landlord’s discretion, be included in your application as joint purchasers. If you have ticked any of the ‘No’ boxes in paragraph 2 it would be helpful if you provide information below to help your landlord decide whether to accept the person as a joint purchaser.

Note

An example of information which is helpful would be to give details of how long a member of your family who has not lived with you throughout the last 6 months has been living with you; whether they have lived with you for a longer period of time in the past and the reasons why they are likely to continue living with you.

^(*) For the definition of spouse, partner or family member, see the notes at the beginning of this form.

Notes for paragraph 4

(For convenience, these notes are given before the part to be filled in)

- (i) The Housing (Scotland) Act 2001 introduced a modernised right to buy scheme which applies to certain tenancies created on or after 30th September 2002, and to tenancies in existence at 30th September 2002 where there was no previous right to buy. However, tenants who already had a right to buy before 30th September 2002 may retain the right under the previous right to buy provisions. The initial qualifying period and the discount entitlement is different between the previous right to buy scheme and the modernised right to buy. The Housing (Scotland) Act 2010 made further changes to the right to buy provisions by removing the right to buy from tenants new to the social rented sector and, with some exceptions, to those returning after a break. It also removed the right to buy from tenants who start a tenancy of a new supply house, meaning one which was built or acquired by the local authority or housing association after 25th June 2008, on or after 1st March 2011. Details are contained in the Scottish Government booklet, “Your Right to Buy your Home – a guide for Scottish secure tenants”.
- (ii) If you have the right to buy, taking into account the provisions introduced on 1st March 2011, your discount under the right to buy depends on the length of time spent as a tenant of a relevant landlord (listed at the end of this form) and whether or not your tenancy is subject to the modernised right to buy provisions introduced on 30th September 2002. In general, the level of discount expressed as a percentage of the market value is as follows—

Years spent as tenant	Tenancy with existing right to buy at 30th September 2002		Tenancy commenced on or after 30th September 2002 or had no right to buy prior to 30th September 2002	Tenancy of new supply house began on or after 1st March 2011 or, if the tenant is a ‘new tenant’ after 1st March 2011
	Houses	Flats	All properties	All properties
0-2	Cannot buy	Cannot buy	Cannot buy	Cannot buy
2-4	32%-34%	44%-48%	Cannot buy	Cannot buy
5-9	35%-39%	50%-58%	20%-24%	Cannot buy
10-14	40%-44%	60%-68%	25%-29%	Cannot buy
15-19	45%-49%	70%	30%-34%	Cannot buy
20-24	50%-54%	70%	35% or £15,000	Cannot buy
25-29	55%-59%	70%	35% or £15,000	Cannot buy
30 and over	60%	70%	35% or £15,000	Cannot buy

- (iii) There is a cap of £15,000 on the maximum discount available under the modernised right to buy (which relates to tenancies created on or after 30th September 2002 and to tenancies in existence at that date where there was no previous right to buy). This means that the maximum discount available under the modernised right to buy is 35% of the market value or £15,000, whichever is the lower amount.
- (iv) If your property has been built or refurbished over the last 10 years and your landlord has incurred capital and repair costs that exceed £5,000, this may affect (increase) the purchase price of your home. (Note that only that portion of repair costs which is greater than £5,500 will count.) Where the amount incurred on the building or improving of the property is greater than its market value, the landlord must sell you the property at that market value.

4. So that your discount can be calculated please go through the headings in bold below and where a heading applies to you, fill in the boxes in the row opposite the heading. ***If you are applying jointly with other people, each applicant should fill in a separate table.*** If more than two people are applying, please use the table(s) from another form to provide the details of everyone applying.

Present and previous tenancies

Give details in the row opposite of:

- (a) your present tenancy, including the exact date when it commenced if this is available; and
- (b) any time spent in the past when you were a tenant of a relevant landlord.

If you are living with your spouse or partner

Give details in the row opposite of any periods when your spouse or partner:

- (a) was a tenant of a relevant landlord; or
- (b) was previously living with (as a spouse or partner) another person who at that time was a tenant of a relevant landlord.

If you are separated or have been divorced or are no longer living with a former partner

Give details in the row opposite of any periods when you were living in a property of which your separated or former spouse or partner was a tenant of a relevant landlord.

If your spouse or partner has died and you were living together when he or she died

Give details in the row opposite of any periods when your deceased spouse or partner:

- (a) was a tenant of a relevant landlord; or
- (b) was the spouse or partner of another person and they lived in a house or flat of which the other person at that time was a tenant of a relevant landlord.

If there has been succession to a tenancy with a relevant landlord of a parent or a member of the family

Give details in the row opposite of any periods when any of the following people were over the age of 16 and living with a parent or a member of their family who was a tenant of a relevant landlord:

- (a) you;
- (b) a person to whom you are or were once married or a partner; and
- (c) a person to whom your spouse or partner was once married or a partner.

If you are a joint tenant and, prior to becoming a joint tenant, you occupied a house as a member of the family of a tenant of a relevant landlord and were over 16

Give details in the row opposite of the periods of such occupation when you were over 16.

Purchaser's name	Applicant 1
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Period		Name of tenant(s)	Address of Property	Name of landlord
From	To			

Purchaser's name	Applicant 2
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Period		Name of tenant(s)	Address of Property	Name of landlord
From	To			

5. Breaks in occupation

Give details here of any period when you, or any person you have given tenancy details for in the table(s) above, were not in occupation of a house provided by a relevant landlord, along with the reasons for each break in occupation.

Duration of break		Name of tenant(s)	Reason for break
From	To		

Note

Under the modernised right to buy, occupation as tenant of a relevant landlord means continuous occupation. However, certain breaks in tenancy must be disregarded for the purpose of calculating continuous occupation. These are breaks in certain circumstances where a court subsequently orders the tenancy to continue or suitable alternative accommodation to be found, or where a tenant would have succeeded to a tenancy, had the house not been designed or adapted for the use of persons with special needs. In addition, landlords may disregard a break in occupation, where they consider that the break is due to circumstances outwith the tenant’s control.

6. Have any of the following people previously **bought a property at a discount** under the right to buy?

	Please tick appropriate box	
	Yes	No
(a) you or	<input type="checkbox"/>	<input type="checkbox"/>
(b) your spouse or partner (if living with you); or	<input type="checkbox"/>	<input type="checkbox"/>
(c) your deceased spouse or partner; or	<input type="checkbox"/>	<input type="checkbox"/>
(d) a joint purchaser with you of this house.	<input type="checkbox"/>	<input type="checkbox"/>

If you have answered YES to any of the above, please fill in the boxes below for each case:—

Address of property	Name of landlord	Name of previous purchaser	Date of purchase (month and year)
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>			
<input type="text"/>			
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>			
<input type="text"/>			
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>			
<input type="text"/>			

New supply social houses

7. Were you given notice at least seven days before creation of the tenancy (or conclusion of missives, where the landlord purchased your house from you) that your house is a new supply house? Please tick the appropriate box.

Yes No

Please give reasons in the space below why you consider you have the right to buy the house:

Notes

Normally tenants of new supply houses will be unable to purchase the house. However, if you were not given notice at least seven days before the creation of the tenancy (or conclusion of missives) that the house was new supply, you may still have the right to buy your house in certain circumstances (refer to 'Your Right to Buy your Home – a guide for Scottish secure tenants' booklet for information about this).

MANDATE

This section should be completed by tenants who have declared previous tenancy with another relevant landlord.

I hereby declare my/our consent to obtain from my/our previous landlord(s) confirmation of my/our previous tenancy details.

Signed: Date:

Name and Address:

Signed: Date:

Name and Address:

Note

The amount of any discount on a previous purchase from a relevant landlord, less any sum repaid, will be taken into account when calculating the discount allowed on your present purchase.

8. Give details (below) of any **tenant's improvements** to the house that you think may affect the value of the house e.g. central heating, double glazing, a fitted kitchen or a new bathroom suite:

Notes

- (i) When the house is valued to fix the price, certain improvements you have made may be ignored and the price may therefore be lower. (Note: This refers to those improvements, the cost of which you could have claimed from your landlord if your tenancy had ended).
- (ii) If a member of your family, or your former spouse or partner, was the tenant of the house immediately before you, any such improvements they made to the house will also be ignored.

SIGNATURES

A. To be completed by **each tenant** wishing to buy.

I wish to exercise the right to buy my house/I agree to share in buying the house.

I declare that to the best of my knowledge, the information provided in this form is accurate.

Signature	Surname	First names	Date

B. If you are a **joint tenant** and do not wish to buy, please delete whichever one of the two statements set out below does not apply to you (see the notes to paragraph 1)—

- I do not wish to exercise my right to buy and I agree to the above tenants buying the house.
- I do not agree to the above tenants buying the house.

Signature	Surname	First names	Date

- I do not wish to exercise my right to buy and I agree to the above tenants buying the house.
- I do not agree to the above tenants buying the house.

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- I do not wish to exercise my right to buy and I agree to the above tenants buying the house.
- I do not agree to the above tenants buying the house.

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C. If the spouse or partner of any sole or joint tenant lives in the house as their only or principal home and agrees to you buying the house, then they must sign the following declaration. If such a spouse or partner refuses to give consent, you cannot exercise the right to buy (see Note (iii) to paragraph 1).

I understand that an application is being made to buy the house I live in and that my consent to the purchase is necessary. I hereby declare that I agree to the house being bought.

Signed: Date:

Signed: Date:

D. To be filled in by each family member sharing in buying the house who is not a tenant (see paragraphs 2 and 3).

I agree to share in buying the house.

Signature	Surname	First names	Date

ANYONE WHO KNOWINGLY WITHHOLDS OR GIVES FALSE INFORMATION ON AN APPLICATION TO BUY FORM IS COMMITTING AN OFFENCE WHICH COULD LEAD TO PROSECUTION.

What happens next

1. In this form you will have given information in support of your application. It may therefore be helpful if you could have to hand any documents which you think are relevant (such as birth/marriage certificates) in case they are asked for by your landlord. If you have served in the Armed Forces, and you are claiming time entitlement for this period, you may be asked to provide your service record.

2. As a result of provisions in the Housing (Scotland) Act 2001, landlords are entitled to refuse a right to buy application if the applicant has arrears of rent, council tax or water and sewerage charges (whether it be for the current property or a previous address).

- (a) If your landlord is the **local authority**, housing staff will take the necessary steps to check that you have no outstanding arrears at the time of application.
- (b) If your landlord is a **registered social landlord** (such as a housing association), they will check their records to ensure that you owe no outstanding rent. However, you must obtain a certificate from your local authority confirming that you have no arrears of council tax or water and sewerage charges, which you should then present to your landlord when you submit this form. Please note that if you request such a certificate from your local authority, they must issue it to you – free of charge – within 21 days. Such a certificate will then be valid for one month. If you fail to provide the relevant certificate your landlord is entitled to refuse your application.

3. Your landlord must reply to your application either by letting you have an offer to sell or a refusal. If your landlord refuses because they do not agree that you have the right to buy the house, the refusal notice must be given within one month of your application. Reasons must be given for a refusal. In other circumstances, your landlord has to reply within 2 months of your application being served.

4. If your landlord delays—

- (a) by not issuing an offer to sell within 2 months; or
- (b) in delivering a good and marketable title to the property,

in certain circumstances you may be able to count rent paid toward the purchase price. In either case please consult “Your Right to Buy your Home – a guide for Scottish secure tenants” booklet.

5. If—

- (a) you are not satisfied with the terms of the offer, or
- (b) you do not agree with your landlord’s refusal

you can refer the matter to the Lands Tribunal for Scotland, George House, 126 George Street, Edinburgh EH2 4HH.

6. Once you have decided to buy your home, you will have to consider how to raise the money. To obtain a mortgage you might apply to a building society, a bank or other financial institution. Whatever means are most suitable to you in buying your property, you are advised to think carefully about the financial implications of the purchase and consider/investigate the different options as soon as possible.

Landlords Relevant for Occupation and Discount Entitlement

Agriculture and Food Research Council

The Armed Forces

British Airports Authority

British Coal Corporation

British Gas Corporation

British Railways Board

British Steel Corporation

British Waterways Board

Central Electricity Generating Board

Civil Aviation Authority

Commission for the New Towns

Commissioners of Northern Lighthouses

Countryside Council for Wales

The Electricity Council

The English Sports Council

A Fire Authority

Forestry Commission

A Health Board

Highlands and Islands Enterprise

HM Coastguard

A Housing Co-operative in Scotland, England or Wales

Housing Corporation

The landlord of a former employee of a local authority managed school, where the house was occupied to enable better performance of the employee's duties, and the employee has transferred from the employment of the local authority to the employment of the landlord

Local Authorities

Medical Research Council

Ministry of Defence

National Bus Company

National Health Service Trusts

National Rivers Authority

Natural Environment Research Council

Nature Conservancy Council for England or English Nature

New Town Development Corporations or other development corporations

North of Scotland Hydro Electric Board

Northern Ireland Housing Executive

A person providing accommodation to a tenant whose previous tenancy ended because their house was to be demolished

A person providing accommodation to a tenant whose previous tenancy was terminated by court order in certain circumstances, or whose landlord was required to make other suitable accommodation available to them

A Police authority
The Prison Service
A Registered Housing Association
A Registered Social Landlord
Science and Engineering Research Council
Scottish Natural Heritage
Scottish Special Housing Association and Scottish Homes
Scottish Sports Council
Scottish Transport Group
South of Scotland Electricity Board
Sports Council
Sports Council for Wales
State Hospital in Scotland or a Special Hospital in England or Wales
Trinity House
United Kingdom Atomic Energy Authority
United Kingdom Sports Council
A Water Authority or Scottish Water
Waverley Housing Trust Limited
WESLO Housing Management
Any other Government Department or Minister of the Crown

EXPLANATORY NOTE

(This note is not part of the Order)

This Order revokes the Right to Purchase (Application Form) (Scotland) Order 2002 and prescribes another form of notice which is to be used by any tenant with a right to purchase under a Scottish secure tenancy, within the meaning of Part III of the Housing (Scotland) Act 1987, when exercising the right to purchase a house conferred by section 61 of that Act. The notice contains—

- (a) a statement that the tenant or joint tenants wish to exercise the right to purchase;
- (b) a statement of consent to the exercise of that right by the spouse or partner of each tenant or joint tenant applying to purchase and by any joint tenant who does not wish to share in the exercise of that right;
- (c) the names of any joint purchasers included or proposed for inclusion by the tenant or tenants;
- (d) a statement of the periods of occupation of housing as tenant of a relevant landlord on which the tenant or tenants base their claim to the right to purchase and to discount, including details of any breaks in occupation;
- (e) a statement on whether the tenant was given notice that the house was a new supply social house, where relevant; and
- (f) the details of any improvements made to the house by the tenant.

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