

**Status:** This is the original version (as it was originally made). This item of legislation is currently only available in its original format.

## SCHEDULE 1

### LIST OF FORMS TO BE USED IN CONNECTION WITH REGISTRATION

## Form 13

### Form of notice requesting additional payment

#### NOTICE REQUESTING ADDITIONAL PAYMENT

To: *[name and address of former tenant].*

This notice is sent by *[name and address of former landlord]*. You are requested to pay compensation to me for the extinction of the right mentioned below. The right arises under the lease of *[give description of the land leased]* dated *[give date of the lease]*. I estimate the compensation due as being £ *[amount]*. The reasons for my estimate are given below.

Details of right extinguished:

*[Specify which of the rights listed in section 51(1) of the Long Leases (Scotland) Act 2012 has been extinguished and on which a claim is founded. Where the right is expressed in the lease, set out its terms in full.]*

*(Where the right extinguished is the right to receive a premium and the premium is a cumulo premium and/or the lease is a partially continuing lease, give details of the way in which the premium has been divided.)*

*(Where the right is a right to development value, add:*

#### **Explanation of how development value reserved from lease:**

*[Set out or identify the condition or conditions of the lease which reserve development value and explain how development value is reserved.]*

#### **Basis of estimate of compensation:**

*[Give a full explanation of how the compensation is calculated.]*

Signed: *[signature either of the former landlord or of the former landlord's agent; and if an agent signs the agent should put the word "Agent" after the signature]*

Date:

*(If payment is to be made to an agent of the former landlord then add:*

Payment should be made to: *[name and address of agent].)*

»

### Form of explanatory note

#### *“Explanatory Note*

*(This explanation has no legal effect)*

*This notice is being sent to you as a former tenant under a long lease.*

On 28 November 2015 the long lease of which you were a tenant was converted or extinguished by the Long Leases (Scotland) Act 2012. A compensatory payment may already have been claimed for the extinction of rent and other rights arising under the lease.

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By this notice the former landlord is claiming additional compensation in respect of the particular right mentioned in the notice.

If no other lease to which the Act applies affected the property, your lease is converted by the Act into ownership. This means that you are now owner instead of tenant. The same is true if there was more than one lease over the property but your lease was the lowest such lease. If your lease was a higher lease, it is now extinguished but you may be able to make a parallel claim for compensation against your own former tenant.

To be valid this notice must have been sent within two years of 28 November 2015.

The amount claimed in the notice is an estimate by the former landlord. You are free to accept or reject this estimate. If you reject it, and no agreement can be reached, the Lands Tribunal for Scotland can be asked to decide the correct figure.

Where your lease has been converted the amount claimed cannot exceed £500 unless you (or your predecessor) were given prior written notification by the former landlord (or the former landlord's predecessor). Such notification must have been given not later than six months before the date on which conversion took place.

If you accept the estimate you have a choice of paying the whole amount within eight weeks or (if the amount is £50 or more) of paying by instalments. To elect to pay by instalments you must sign, date and return the enclosed instalment document within eight weeks. If, having returned the instalment document, you sell, or transfer for valuable consideration, the property or any part of it you will lose the option of paying by instalments.

If you were not the tenant on 27 November 2015, then this notice has been served on you in error and no payment will be due; but you nevertheless have to provide the person who sent you the notice, if you can, with such information as you have which might enable the person who sent you the notice to identify the person who should have received notice instead of you.

If you think that the amount required from you is not due for that or any other reason, you are advised to consult your solicitor or other adviser."