

1988 No. 2085 (S.202)

LANDLORD AND TENANT, SCOTLAND

**The Assured Tenancies (Rent Book) (Scotland)
Regulations 1988**

Made - - - - - *28th November 1988*

Laid before Parliament *8th December 1988*

Coming into force *2nd January 1989*

The Secretary of State, in exercise of the powers conferred on him by sections 30(5), 53(3) and 55(1) of the Housing (Scotland) Act 1988(a), and of all other powers enabling him in that behalf, hereby makes the following Regulations:

1. These Regulations may be cited as the Assured Tenancies (Rent Book) (Scotland) Regulations 1988 and shall come into force on 2nd January 1989.

2. For the purposes of section 30(5) of the Housing (Scotland) Act 1988 (matters relating to which it is the duty of a landlord to provide under an assured tenancy where the rent is payable weekly), every rent book shall contain a notice to the tenant which shall be in the form and relate to such matters as are set out in the Schedule to these Regulations.

St. Andrew's House, Edinburgh
28th November 1988

James Douglas-Hamilton
Parliamentary Under Secretary of State,
Scottish Office

(a) 1988 c.43; section 55(1) contains a definition of "prescribed" relevant to the exercise of the statutory powers under which these Regulations are made.

Form of notice to be inserted in every rent book used in the case of an assured tenancy where the rent is payable weekly

INFORMATION FOR TENANT

NOTE 1 Rents for assured and short assured tenancies are freely negotiable between landlord and tenant. In certain circumstances you may, however, have a right to apply to a rent assessment committee for a determination of a market rent.

NOTE 2 Landlords must keep the amounts for rent, furniture and services up to date.

1. Address of the house

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2. Name, address and telephone number of landlord (and agent if any)

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Rent to be recovered

3.—(1) If a market rent has been agreed between landlord and tenant (including a case where a market rent for a statutory assured tenancy has been determined by a rent assessment committee but has been varied by agreement between tenant and landlord)—

(a) the rent payable under the tenancy is £ per week; the date from which the rent applies is ;

(b) if furniture or services are provided the amount which is apportioned to them under the tenancy is—

Furniture £..... *Services* £.....

(2) If a market rent has been determined by a Rent Assessment Committee –

(a) the rent payable under the tenancy as determined by the rent assessment committee is £ per week; the date from which the rent applies is ;

(b) if furniture or services are provided the amount to be apportioned to them under the tenancy agreement as determined by the rent assessment committee is –

Furniture £..... *Services* £.....

The date from which these payments apply is

Type of assured tenancy

4. There are different types of assured tenancy and your rights as tenant in relation to such matters as rent adjustments and security of tenure will depend on the type you have. Your tenancy will be one of three kinds—

An assured tenancy: that is an assured tenancy which is contractual because a tenancy agreement or contract of tenancy is still in force; or

A statutory assured tenancy: that is a tenancy which arises after the termination of a contractual assured tenancy but where the tenant continues to retain possession of the house without a new contractual tenancy agreement being created; or

A short assured tenancy: that is a special type of assured tenancy in existence for a set period under which the landlord has served on the tenant a notice under section 32 of the Housing (Scotland) Act 1988 informing him that the tenancy is a short assured tenancy. Like a normal assured tenancy a short assured tenancy can either be contractual or statutory. A short assured tenancy gives special rights to a landlord in relation to repossession of the house and special rights to a tenant in relation to applications to a rent assessment committee for a rent determination.

Rent adjustment

5. Rent for most assured and short assured tenancies will be freely negotiated between landlord and tenant. In many cases both parties will also agree on a formal mechanism to allow adjustment to be made on a periodic basis, for example, to allow an annual increase by a certain agreed figure. Such agreements should be clearly set out in the written document which a landlord is obliged to supply to a tenant under an assured or short assured tenancy. Rent adjustment can in certain circumstances be sought other than through a mechanism built into a tenancy agreement. You should note that—

- (a) if yours is a contractual assured tenancy, not later than 12 months after its termination either you or your landlord may, by serving a notice AT1 on the other, propose new terms for the statutory assured tenancy which arises, and, if appropriate, an adjustment to the rent to take account of the new terms. Both landlords and tenant have a right to refer such new proposals to a rent assessment committee for a determination on the proposed terms and any proposed rent adjustment, but must do so within 3 months of the notice AT1 being served;
- (b) if yours is a statutory assured tenancy, your landlord may serve a notice AT2 proposing a new rent at any time (but not more often than once a year). He must give you appropriate notice. If your tenancy is for 6 months or more, he must give 6 months notice. If your tenancy is for less than 6 months, he must give you one month's notice or the same length of time as the duration of the tenancy, whichever is longer. If a notice is served on you there is a right to apply to a rent assessment committee for a determination of a market rent although you must do so before the day on which the new rent proposed by the landlord would take effect;
- (c) if yours is a short assured tenancy, paragraphs (a) and (b) will also apply as appropriate. However, if you are a tenant under a short assured tenancy and you believe your rent is excessive you may at any time apply to a rent assessment committee for a rent determination. The Committee will make a determination unless it has previously already done so for the tenancy or unless it has difficulty establishing a market rent for the tenancy because there are insufficient similar tenancies in the locality for comparison purposes.

Determination by a rent assessment committee (RAC)

6.—(1) Once a rent determination has been made by the RAC no further increase in rent may be made within 12 months unless the landlord and tenant agree otherwise.

(2) Except in the case of a determination made for a short assured tenancy, it is open to a landlord and tenant to agree to vary the terms of the determination made by the RAC if they so wish.

Security of tenure

7.—(1) The landlord can recover possession of a house under an assured tenancy only by obtaining an order for possession from the sheriff. This means that if he serves a notice to quit on you, you do not need to leave by the date stated on the notice. Before you can be evicted the landlord must first get an order for possession from the sheriff. In certain circumstances the sheriff must order possession, for example, if a short assured tenancy has reached its expiry date, or if the landlord requires the premises for his own home, or if a full 3 months rent is in arrears. In other circumstances the sheriff may only grant possession if he considers it reasonable to do so, for example, if the tenant is alleged to have broken or not performed an obligation of the tenancy, or has been guilty of conduct in or in the vicinity of the house which is a nuisance or annoyance.

(2) It is a criminal offence for the landlord or for anyone else to try to make you leave your home by using force, by harassing you or your family, by withdrawing services or by interfering with your home or your possessions. If anyone does this you should contact the police immediately.

Housing benefit

8. If you consider that you cannot afford the rent which is charged you should apply to your local authority for housing benefit. You may obtain further information on housing benefit and on other matters concerning your assured tenancy from your local authority or citizens advice bureau.

EXPLANATORY NOTE

(This note is not part of the Regulations)

Section 30(4) provides that where under an assured tenancy rent is payable weekly, it shall be the duty of the landlord to provide a rent book. Section 30(5) provides that a rent book shall contain such notices which shall be in such form and shall relate to such matters as may be prescribed and otherwise shall comply with such requirements as may be prescribed.

These Regulations prescribe the form of notice to be inserted in every rent book provided by a landlord for use in respect of a house which is let on an assured tenancy where the rent is payable weekly.

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