

SCHEDULE 2

Regulation 3

FORMS

List of Forms

<i>Form No</i>	<i>Purpose</i>	<i>Relevant provisions of the Housing (Scotland) Act 1988</i>
AT1 (L)	Notice by landlord proposing terms of a statutory assured tenancy different from the terms of the former tenancy	Section 17(2)
AT1 (T)	Notice by tenant proposing terms of a statutory assured tenancy different from the terms of the former tenancy	Section 17(2)
AT2	Notice of an increase of rent under an assured tenancy	Section 24(1)
AT3 (L)	Application by a landlord to the First-tier Tribunal for a determination of the terms of a statutory assured tenancy	Section 17(3)
AT3 (T)	Application by a tenant to the First-tier Tribunal for a determination of the terms of a statutory assured tenancy	Section 17(3)
AT4	Application by a tenant to the First-tier Tribunal for determination of rent for a statutory assured tenancy or short assured tenancy	Section 24(3), 25A and 34(1)
AT5	Notice by landlord that tenancy is a short assured tenancy	Section 32
AT6	Notice by landlord of intention to raise proceedings for possession of a house let on an assured tenancy	Section 19
AT7	Notice by landlord that the continued or new tenancy is not to be a short assured tenancy	Section 32(4)
AT8	Notice by the First-tier Tribunal served on the landlord or the tenant requiring such information as the First-tier Tribunal may reasonably require for the purposes of their functions	Section 48(2)
AT9	Notice of a proposed increase of rent to take account of the council tax	Section 25A as inserted by S.I. 1993/658 .

<i>Form No</i>	<i>Purpose</i>	<i>Relevant provisions of the Rent (Scotland) Act 1984</i>
Form 6(1)	Notice requiring landlord or tenant to supply the First-tier Tribunal with information	Paragraph 8(1)(a) of schedule 5

(1) Previously Form 6 of the Rent Regulation (Forms and Information etc) (Scotland) Regulations 1991 ([S.I. 1991/1521](#)).

Status: This is the original version (as it was originally made).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

FORM AT1 (L): FOR USE ONLY BY A LANDLORD

ASSURED TENANCIES

AT1(L)

HOUSING (SCOTLAND) ACT 1988

NOTICE UNDER SECTION 17(2) PROPOSING

TERMS OF A STATUTORY ASSURED

TENANCY DIFFERENT FROM THE TERMS OF

THE FORMER TENANCY

IMPORTANT: INFORMATION FOR TENANT(S)

This notice proposes a change in the terms of your tenancy (and possibly an adjustment to the rent to reflect the change) for the house at the address in part 2. The new terms (and rent, if appropriate) will take effect from the date specified unless you and your landlord negotiate different terms or you refer this notice to the First-tier Tribunal Housing and Property Chamber within three months of the date of service of this notice using a special form AT3(T). The First-tier Tribunal Housing and Property Chamber will determine whether the proposed terms are reasonable and can specify adjustments to the terms and to the rent. You should give your response to the proposed changes by returning part 7 of this notice to your landlord.

Please read this notice carefully before responding.

Part 1. This notice is served on (tenant's name) as tenant by (landlord's name) as landlord under section 17(2) of the Housing (Scotland) Act 1988.

NOTE 1 TO TENANT.

YOUR LANDLORD MAY PROPOSE A CHANGE OF TENANCY TERMS BY THIS MEANS ONLY IF THE TENANCY IS A STATUTORY ASSURED TENANCY. IF YOU ARE IN DOUBT ABOUT WHAT KIND OF TENANCY YOU HAVE YOU SHOULD CONSULT A SOLICITOR OR AN ORGANISATION WHICH GIVES ADVICE ON HOUSING MATTERS.

Part 2. Address of house to which this notice relates:-

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

(Please be as specific as possible. For example, if the tenancy is of a flat give the location in the stair, e.g. 1F1)

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

Part 3 Name, address and telephone number of landlord, and of agent (if any):-

..... landlord(s) agent
.....
.....
.....

NOTE 2 TO TENANT.

THIS NOTICE PROPOSES CHANGES TO THE TERMS OF THE TENANCY FOR THE HOUSE TO WHICH THE NOTICE RELATES. YOUR LANDLORD MUST GIVE YOU AT LEAST THREE MONTHS NOTICE OF THE CHANGES. THEY WILL TAKE EFFECT FROM THE DATE SPECIFIED IF YOU DO NOT ACT WITHIN THREE MONTHS OF THE DATE OF SERVICE OF THE NOTICE. READ THE NOTICE CAREFULLY. IF YOU ARE IN DOUBT ABOUT WHAT ACTION YOU SHOULD TAKE, GET ADVICE IMMEDIATELY FROM A SOLICITOR OR AN ORGANISATION WHICH GIVES ADVICE ON HOUSING MATTERS.

Part 4 If your landlord(s)/I your landlord's agent* give you notice of proposed changes in the terms of your tenancy for the house at the address in part 2. The proposed changes are shown in paragraph (c) of part 6 of this notice and are to come into effect on

..... (date)

Signed

.....
Landlord/Landlord's agent

Date.....

NOTE 3 TO TENANT.

YOUR LANDLORD MAY ALSO PROPOSE THAT YOUR RENT IS TO BE ADJUSTED TO TAKE ACCOUNT OF THE PROPOSED NEW TENANCY TERMS. IF SO THE LANDLORD MUST ALSO COMPLETE PART 5 OF THE NOTICE.

*delete as appropriate

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

Part 5 I your landlord(s)/I your landlord's agent* give you notice of an adjustment of rent shown in paragraph (d) of part 6 of this notice to take account of the tenancy terms. I am proposing that the adjustment is to come into effect on (date).

Signed
Landlord/Landlord's Agent

Date.....

*delete as appropriate

NOTE 4 TO TENANT

IF YOU DO NOT WISH TO ACCEPT THE TERMS PROPOSED OR WISH TO REFER THE PROPOSALS TO THE FIRST-TIER TRIBUNAL HOUSING AND PROPERTY CHAMBER THEN A MEETING WITH YOUR LANDLORD TO DISCUSS THE PROPOSAL MIGHT BE HELPFUL. YOU SHOULD, HOWEVER, KEEP IN MIND THE THREE MONTH TIME-LIMIT FOR REFERRING THE PROPOSALS TO THE FIRST-TIER TRIBUNAL HOUSING AND PROPERTY CHAMBER.

Part 6

- | | | |
|----|--|---|
| a. | Dates on which the assured tenancy agreement or contract of tenancy began. |
.....
..... |
| b. | Date when the notice to quit terminating the assured tenancy expired or, if your tenant succeeded to a tenancy, the date on which he succeeded. |
.....
.....
..... |
| c. | The proposed changes to the terms of the tenancy are: (Note to the Landlord The exact nature of the changes should be specified. Attach a copy of the written document setting out the terms of the tenancy agreement. Continue on additional sheets of paper if necessary). |
.....
.....
.....
.....
.....
.....
.....
.....
.....
..... |
| d. | Existing rent for the house | £.....(per/week*/month*/year*) |
| | Proposed adjustment plus/minus | £.....(per/week*/month*/year*) |
| | Proposed new rent | £.....(per/week*/month*/year*) |

* delete as appropriate

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

NOTE 5 TO TENANT.

TO REFER YOUR LANDLORD'S PROPOSALS TO THE FIRST-TIER TRIBUNAL HOUSING AND PROPERTY CHAMBER YOU MUST USE FORM AT3 (T) (OBTAINABLE FROM THE FIRST-TIER TRIBUNAL HOUSING AND PROPERTY CHAMBER, RENT SERVICE SCOTLAND, CITIZENS ADVICE BUREAU OR HOUSING ADVISORY CENTRE). THE APPLICATION SHOULD BE SENT TO THE FIRST-TIER TRIBUNAL HOUSING AND PROPERTY CHAMBER

NOTE 6 TO TENANT.

DETACH PART 7 AND RETURN IT TO THE SENDER OF THE NOTICE AS SOON AS POSSIBLE. HOWEVER IF YOU DECIDE TO DISCUSS THE PROPOSAL(S) WITH YOUR LANDLORD DO NOT COMPLETE PART 7 NOW, BUT REMEMBER THERE IS A THREE MONTH TIME-LIMIT FOR REFERRING THE PROPOSALS TO THE FIRST-TIER TRIBUNAL HOUSING AND PROPERTY CHAMBER.

NOTE 7 TO TENANT.

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

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

Part 7 (This part of the notice is for the use of the tenant).

To (name)
(landlord*/landlord's agent*)

I acknowledge receipt of notice AT1 (L.) dated20..... (date of notice)
And give you notice that:- (*delete as appropriate)

- * I accept the proposed terms of the statutory assured tenancy [and the proposed adjustment to the rent*.]
- * I do not accept the proposed terms of the statutory assured tenancy and/or the proposed adjustment to the rent, and intend to refer this notice to the First-tier Tribunal Housing and Property Chamber.

Signed

.....
(Tenant/Tenant's Agent)

Date
(If tenancy is a joint tenancy all tenants or their agents should sign).

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

ASSURED TENANCIES

HOUSING (SCOTLAND) ACT 1988

NOTES FOR LANDLORDS – TO BE READ WITH NOTICE AT1 (L). THESE NOTES ARE FOR GUIDANCE ONLY AND ARE NOT A DEFINITIVE INTERPRETATION OF THE LAW

TYPES OF ASSURED TENANCY

1. Your tenant's assured tenancy is either a "contractual" or "statutory" assured tenancy. If you are not sure which kind of tenancy your tenant has, read paragraph 2. If you do know the kind of tenancy your tenant has, go on to paragraph 3.

2. A "contractual assured tenancy" is a tenancy for which the contract between you and the tenant is still in force.

A "statutory assured tenancy" is a tenancy for which the contractual assured tenancy has ended because you have (or your tenant has) issued a notice to quit, but your tenant continues to live in the house by virtue of the security of tenure provisions in Section 16 of the Housing (Scotland) Act 1988. Your tenant may also have a statutory assured tenancy if he succeeded to the tenancy.

WHEN TO USE THIS NOTICE

3. You should serve this notice on your tenant only if 3(a) to 3(c) all apply:-

- (a) the contractual assured tenancy has been ended within the past 12 months; and
- (b) either you or your tenant has served a valid notice to quit and your tenant continues to live in the house by virtue of the security of tenure provisions in Section 16 of the Housing (Scotland) Act 1988, and therefore has a statutory assured tenancy (or he has succeeded to a statutory assured tenancy); and
- (c) you now wish to change all or some of the terms of the tenancy.

4. You may use Notice AT1 (L) to propose an adjustment to the rent to reflect the proposed tenancy terms. But if you wish to leave the tenancy terms as they are and want only to increase the rent for a statutory assured tenancy, serve on the tenant Notice AT2, not AT1(L).

HOW TO COMPLETE THIS NOTICE

5. If as landlord you are simply proposing new tenancy terms you should complete parts 1, 2, 3 and 4 of this notice together with (a) to (c) of Part 6. If you are also proposing a new rent to reflect the new terms you should also complete Part 5 and (d) of Part 6. You should leave Part 7 blank. This is for the use of your tenant when giving you a response to your proposals.

PROPOSED CHANGES CANNOT TAKE EFFECT IMMEDIATELY

6. You should note that the new tenancy terms, and new rent if one is proposed, as specified in Parts 4 and 5 of the Notice cannot take effect until three months after the date on which the Notice is served.

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HOW TO SERVE THIS NOTICE

7. After you sign and date Notice AT1 (L) 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 delivering it to him; or
- (b) by leaving it at his last known address; or
- (c) by sending it by recorded delivery letter to him at that address

YOUR TENANT'S RESPONSE

8. Your tenant should respond to Notice AT1 (L) by returning Part 7 to you. Please make sure that your tenant knows whether this should be sent to you or to an agent who deals with your affairs.

9. Using Part 7 of the Notice, the tenant will respond in one of two ways or may ask to discuss your proposals with you (see paragraph 10). The two ways are:-

- 1. by accepting your proposed new tenancy terms (and adjustment to the rent if you propose one):

If your tenant accepts the new terms (and adjusted rent) they will take effect from the date you proposed in the Notice;

- 2. by indicating that the proposed terms are not acceptable and the Notice is being referred to the First-tier Tribunal Housing and Property Chamber;

If your tenant indicates that he wishes to refer your proposals to the First-tier Tribunal Housing and Property Chamber this must be done within 3 months of the date of the serving of Notice AT1 (L) otherwise the proposed terms (and new rent if one is proposed) will take effect.

NEGOTIATING WITH YOUR TENANT

10. If your tenant contacts you to ask for an opportunity to discuss your proposals with you, both you and your tenant must bear in mind the need to hold the discussion in good time to allow your tenant the option of referring Notice AT1 (L) to the First-tier Tribunal Housing and Property Chamber.

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

FURTHER GUIDANCE

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

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FORM AT1 (T): FOR USE ONLY BY A TENANT

ASSURED TENANCIES

AT1 (T)

HOUSING (SCOTLAND) ACT 1988

NOTICE UNDER SECTION 17(2) PROPOSING TERMS OF A STATUTORY ASSURED TENANCY DIFFERENT FROM THE TERMS OF THE FORMER TENANCY

IMPORTANT: INFORMATION FOR LANDLORD(S)

This notice proposes a change in the terms of the tenancy (and possibly an adjustment to the rent to reflect the change) for the house at the address in part 2. The new terms (and rent, if appropriate) will take effect from the date specified unless you and the tenant negotiate different terms or you refer this notice to the First-tier Tribunal Housing and Property Chamber using a special form AT3 (L) within three months of the date of service of this notice. The First-tier Tribunal Housing and Property Chamber will determine whether the proposed terms are reasonable and can specify adjustments to the terms and the rent. You should give your response to the proposed changes by returning Part 6 of this notice to your tenant.

Please read this notice carefully before responding.

Part 1. This notice is served on (landlord's name)
as landlord by (tenant's name) as
tenant under section 17(2) of the Housing (Scotland) Act 1988.

NOTE 1 TO LANDLORD.

YOUR TENANT MAY PROPOSE A CHANGE OF TENANCY TERMS BY THIS MEANS ONLY IF THE TENANCY IS A STATUTORY ASSURED TENANCY. IF YOU ARE IN DOUBT WHAT KIND OF TENANCY YOU HAVE YOU SHOULD CONSULT A SOLICITOR OR AN ORGANISATION WHICH GIVES ADVICE ON HOUSING MATTERS.

Part 2. Address of house to which this notice relates:-

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

.....
(Please be as specific as possible. For example, if the tenancy is of a flat give the location in stair, e.g. 1F1)

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

NOTE 2 TO LANDLORD.

THIS NOTICE PROPOSES CHANGES TO THE TERMS OF THE TENANCY FOR THE HOUSE TO WHICH THE NOTICE RELATES. YOUR TENANT MUST GIVE YOU AT LEAST THREE MONTHS NOTICE OF THE CHANGES. THEY WILL TAKE EFFECT FROM THE DATE SPECIFIED IF YOU DO NOT ACT WITHIN THREE MONTHS OF THE DATE OF SERVICE OF THIS NOTICE. READ THE NOTICE CAREFULLY. IF YOU ARE IN DOUBT WHAT ACTION YOU SHOULD TAKE, GET ADVICE IMMEDIATELY FROM A SOLICITOR OR AN ORGANISATION WHICH GIVES ADVICE ON HOUSING MATTERS.

Part 3. I your tenant(s)/I your tenant's agent* give notice of proposed changes in the terms of the tenancy for the house at the address in part 2. The proposed changes are shown in paragraph (c) of part 5 of this notice and are to come into effect on (date).

Signed

(In a joint tenancy all tenants should sign)

Date

NOTE 3 TO LANDLORD.

IF YOUR TENANT PROPOSES THAT THE RENT IS TO BE ADJUSTED TO TAKE ACCOUNT OF THE PROPOSED NEW TENANCY TERMS, PART 4 MUST ALSO BE COMPLETED.

Part 4. I your tenant(s)/I your tenant's agent give notice of an adjustment of rent as shown in paragraph (d) of part 5 of this notice to take account of the proposed terms. The adjustment is to come into effect on (date).

Signed

(In a joint tenancy all tenants should sign)

Date

* delete as appropriate

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NOTE 4 TO LANDLORD.

IF YOU DO NOT WISH TO ACCEPT THE TERMS PROPOSED OR WISH TO REFER THE PROPOSALS TO THE FIRST-TIER TRIBUNAL HOUSING AND PROPERTY CHAMBER THEN A MEETING WITH THE TENANT TO DISCUSS THE PROPOSALS MIGHT BE HELPFUL. YOU SHOULD, HOWEVER, KEEP IN MIND THE THREE MONTH TIME-LIMIT FOR REFERRING THE PROPOSALS TO THE FIRST-TIER TRIBUNAL HOUSING AND PROPERTY CHAMBER.

Part 5.

- a. Date(s) on which your assured tenancy agreement or contract of tenancy began.
- b. Date when the notice to quit terminating the assured tenancy expired or, if you succeeded to the tenancy, the date on which you succeeded.
- c. The proposed changes to the terms of the tenancy are: (Note to the Tenant. The exact nature of the changes should be specified. Attach a copy of the written document setting out the terms of the tenancy agreement. Continue on additional sheets of paper if necessary).
- d. Existing rent for the house £ (per/week*/month*/year*)
 Proposed adjustment plus/minus £ (per/week*/month*/year*)
 Proposed new rent £ (per/week*/month*/year*)

* delete as appropriate

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

NOTE 5 TO LANDLORD.

TO REFER YOUR TENANT'S PROPOSALS TO THE FIRST-TIER TRIBUNAL HOUSING AND PROPERTY CHAMBER YOU MUST USE FORM AT3(L) (OBTAINABLE FROM THE FIRST-TIER TRIBUNAL HOUSING AND PROPERTY CHAMBER, RENT SERVICE SCOTLAND, CITIZENS ADVICE BUREAU OR HOUSING ADVISORY CENTRE). THE APPLICATION SHOULD BE SENT TO THE FIRST-TIER TRIBUNAL HOUSING AND PROPERTY CHAMBER.

NOTE 6 TO LANDLORD.

DETACH PART 6 AND RETURN IT TO THE SENDER OF THE NOTICE AS SOON AS POSSIBLE. HOWEVER, IF YOU DECIDE TO DISCUSS THE PROPOSAL(S) WITH YOUR TENANT **DO NOT** COMPLETE PART 6 NOW, BUT REMEMBER THAT THERE IS A THREE MONTH TIME-LIMIT FOR REFERRING THE PROPOSALS TO THE FIRST-TIER TRIBUNAL HOUSING AND PROPERTY CHAMBER.

NOTE 7 TO LANDLORD.

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

Part 6. (This part of the notice is for the use of the landlord)

To (name)
tenant*/tenants' agent*

I acknowledge receipt of notice AT1 (T) dated 20..... (date of notice) and give you notice that:- (*delete as appropriate)

- * I accept the proposed terms of the statutory assured tenancy [and the proposed adjustment to the rent.]
- * I do not accept the proposed terms of the statutory assured tenancy and/or the proposed adjustment to the rent, and intend to refer this notice to the First-tier Tribunal Housing and Property Chamber.

Signed
(landlord/landlord's agent)

Date

* delete as appropriate.

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ASSURED TENANCIES

HOUSING (SCOTLAND) ACT 1988

NOTES FOR TENANTS – TO BE READ WITH NOTICE AT1(T). THESE NOTES ARE FOR GUIDANCE ONLY AND ARE NOT A DEFINITIVE INTERPRETATION OF THE LAW

TYPES OF ASSURED TENANCY

1. Your assured tenancy is either a “contractual” or “statutory” assured tenancy. If you are not sure which kind of tenancy you have, read paragraph 2. If you do know the kind of tenancy you have, go on to paragraph 3.

2. A “contractual assured tenancy” is a tenancy for which the contract between you and the landlord is still in force.

A “statutory assured tenancy” is a tenancy for which the contractual assured tenancy has ended because your landlord has (or you have) issued a notice to quit, but you continue to live in the house by virtue of the security of tenure provisions in Section 16 of the Housing (Scotland) Act 1988. You may also have a statutory assured tenancy if you succeeded to the tenancy.

WHEN TO USE THIS NOTICE

3. You should serve this notice on your landlord only if 3(a) to 3(c) all apply:-

- (a) the contractual assured tenancy has been ended within the past 12 months; and
- (b) either you or your landlord has served a valid notice to quit and you continue to live in the house by virtue of the security of tenure provisions in Section 16 of the Housing (Scotland) Act 1988, and therefore you have a statutory assured tenancy (or you have succeeded to a statutory assured tenancy); and
- (c) you now wish to change all or some of the terms of the tenancy.

4. You may use Notice AT1 (T) to propose an adjustment to the rent to reflect the proposed tenancy terms.

HOW TO COMPLETE THIS NOTICE

5. If as tenant you are simply proposing new tenancy terms you should complete parts 1, 2 and 3 of this notice together with (a) to (c) of Part 5. If you are also proposing a new rent to reflect the new terms you should also complete Part 4 and (d) of Part 5. You should leave Part 6 blank. This is for the use of your landlord when giving you a response to your proposals.

PROPOSED CHANGES CANNOT TAKE EFFECT IMMEDIATELY

6. You should note that the new tenancy terms, and new rent if one is proposed, as specified in Parts 4 and 5 of the Notice cannot take effect until three months after the date on which the Notice is served.

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

HOW TO SERVE THIS NOTICE

7. After you sign and date Notice AT1 (T) you must take steps to ensure your landlord receives it as soon as possible.

A notice can be served validly on a landlord only in the following ways:-

- (a) by delivering it to him; or
- (b) by leaving it at his last known address; or
- (c) by sending it by recorded delivery letter to him at that address

YOUR LANDLORD'S RESPONSE

8. Your landlord should respond to Notice AT 1 (T) by returning Part 6 to you. Please make sure that your landlord knows whether this should be sent to you or to an agent who deals with your affairs.

9. Using Part 6 of the Notice, your landlord will respond in one of two ways or may ask to discuss your proposals with you (see paragraph 10). The two ways are:-

- 1. by accepting your proposed new tenancy terms (and adjustment to the rent if you propose one);

If your landlord accepts the new terms (and adjusted rent) they will take effect from the date you proposed in the Notice.

- 2. by indicating that the proposed terms are not acceptable and the Notice is being referred to the First-tier Tribunal Housing and Property Chamber;

If your landlord indicates that he wishes to refer your proposals to the First-tier Tribunal Housing and Property Chamber this must be done within 3 months of the date of the serving of Notice AT 1 (T) otherwise the proposed terms (and new rent) will take effect.

NEGOTIATING WITH YOUR LANDLORD

10. If your landlord contacts you to ask for an opportunity to discuss your proposals with you, both you and the landlord must bear in mind the need to hold the discussion in good time to allow the landlord the option of referring Notice AT 1 (T) to the First-tier Tribunal Housing and Property Chamber.

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

FURTHER GUIDANCE

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

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

FORM AT2: FOR USE ONLY BY A LANDLORD

ASSURED TENANCIES

AT2

HOUSING (SCOTLAND) ACT 1988

**NOTICE UNDER SECTION 24(1) OF AN INCREASE OF RENT UNDER AN
ASSURED TENANCY**

IMPORTANT: INFORMATION FOR TENANT(S)

This notice informs you as tenant(s) that your landlord(s) wish(es) to increase the rent for your assured tenancy. The new rent will take effect unless you reach an agreement with your landlord that the rent should be a different amount or unless you refer this notice to the First-tier Tribunal Housing and Property Chamber for a rent determination using a special form AT4. If you do apply to the First-tier Tribunal Housing and Property Chamber you must do so before the date on which the new rent is due to take effect. You should give your landlord your response to the proposed new rent by returning to him Part 3 of this notice.

Please read this notice carefully before responding

Part 1 To
(name of tenant(s))

of

.....
.....
(address of tenant(s))

NOTE 1 TO TENANT.
YOUR LANDLORD MUST GIVE YOU AT LEAST THE FOLLOWING AMOUNT OF NOTICE OF A RENT INCREASE. IF THE ASSURED TENANCY IS FOR 6 MONTHS OR MORE, 6 MONTHS NOTICE MUST BE GIVEN. IF THE TENANCY IS FOR LESS THAN 6 MONTHS, THE NOTICE GIVEN MUST BE THE SAME LENGTH AS THE ORIGINAL TENANCY BUT CANNOT BE LESS THAN ONE MONTH.

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

Part 2. This gives you notice that
 (name of landlord)
 of

 (address of landlord)
 proposes to charge a new rent of £
 [per year]* [per month]* [per week]*
 for your tenancy of the house at the address in Part 1.
 The new rent is to take effect from (date)
 Signed (Landlord(s)/Landlord's Agent)
 Date
 Address of Agent (if appropriate)

IMPORTANT: FOR THE ATTENTION OF TENANT(S) NOTES 2 TO 4

2. A LANDLORD MAY PROPOSE A NEW RENT BY THIS MEANS ONLY IF THE TENANCY IS A STATUTORY ASSURED TENANCY. IF YOU ARE IN DOUBT ABOUT WHAT KIND OF TENANCY YOU HAVE YOU SHOULD CONSULT A SOLICITOR OR AN ORGANISATION WHICH GIVES ADVICE ON HOUSING MATTERS.

3. THE PROPOSED NEW RENT WILL TAKE EFFECT ON THE DATE SPECIFIED UNLESS YOU REACH SOME OTHER AGREEMENT WITH YOUR LANDLORD OR UNLESS YOU REFER THE NOTICE TO THE FIRST-TIER TRIBUNAL HOUSING AND PROPERTY CHAMBER FOR A RENT DETERMINATION BEFORE THE DATE ON WHICH THE NEW RENT TAKES EFFECT.

4. IF YOU DECIDE TO REFER THIS NOTICE TO THE FIRST-TIER TRIBUNAL HOUSING AND PROPERTY CHAMBER YOU MUST DO SO USING FORM AT4 (OBTAINABLE FROM THE FIRST-TIER TRIBUNAL HOUSING AND PROPERTY CHAMBER, RENT SERVICE SCOTLAND, CITIZENS ADVICE BUREAU OR HOUSING ADVISORY CENTRE). THE APPLICATION SHOULD BE MADE TO THE FIRST-TIER TRIBUNAL HOUSING AND PROPERTY CHAMBER.

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

*delete as appropriate.

<p>IMPORTANT: FOR THE ATTENTION OF TENANT(S) NOTES 5 TO 7</p> <p>5. YOUR LANDLORD CANNOT INCREASE YOUR RENT BY THIS METHOD MORE OFTEN THAN ONCE EVERY 12 MONTHS.</p> <p>6. DETACH PART 3 AND RETURN IT TO YOUR LANDLORD AS SOON AS POSSIBLE. HOWEVER IF YOU WISH TO DISCUSS THE PROPOSED NEW RENT WITH YOUR LANDLORD <u>DO NOT</u> COMPLETE PART 3 NOW. <u>BUT REMEMBER</u> IF YOU DECIDE TO REFER THE NEW RENT TO THE FIRST-TIER TRIBUNAL HOUSING AND PROPERTY CHAMBER YOU MUST DO SO BEFORE THE DATE ON WHICH THE NEW RENT IS DUE TO TAKE EFFECT.</p> <p>7. THIS IS AN IMPORTANT DOCUMENT AND IT SHOULD BE KEPT IN A SAFE PLACE.</p>
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Part 3. (This part is for the use of the tenant).

To
(landlord/landlord's agent)

*I/We acknowledge receipt of the notice AT2 dated20..... and give you notice that

*I/We accept the new rent to apply from

..... 20.....

*I/We do not accept the new rent to apply from

..... 20.... and

propose to refer the matter to the First-tier Tribunal Housing and Property Chamber for a rent determination.

Signed (Tenant/Tenant's agent)

(If the tenancy is a joint tenancy all tenants or their agents should sign)

Date

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

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

*delete as appropriate.

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ASSURED TENANCIES

HOUSING (SCOTLAND) ACT

NOTES FOR LANDLORDS - TO BE READ WITH NOTICE AT2. THESE NOTES ARE FOR GUIDANCE ONLY AND ARE NOT A DEFINITIVE INTERPRETATION OF THE LAW.

TYPES OF ASSURED TENANCY

1. Your tenant's assured tenancy is either a **"contractual"** or **"statutory"** assured tenancy. If you are not sure which kind of tenancy your tenant has, read paragraph 2. If you know the kind of tenancy your tenant has go on to paragraph 3.

2. A **"contractual assured tenancy"** is a tenancy for which the contract between you and the tenant is still in force.

A "statutory assured tenancy" is a tenancy for which the contractual assured tenancy has ended because you have, (or your tenant has) issued a notice to quit, but your tenant continues to live in the house by virtue of the security of tenure provisions in section 16 of the Housing (Scotland) Act 1988. Your tenant may also have a statutory assured tenancy if he succeeded to the tenancy.

WHEN TO USE THIS NOTICE

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

- a. You wish to increase the rent to take effect immediately after the termination of a contractual assured tenancy; or
- b. A notice to quit has been served or the tenant has succeeded to the tenancy and the tenancy is a statutory assured tenancy for which you wish to increase the rent.

In either case the proposed rent increase must not take effect earlier than 12 months after the rent was last increased.

4. You should also note that you may not need to use this rent increase procedure if the tenancy agreement includes a rent increase mechanism. If you are in doubt about this consult a solicitor or any housing organisation which gives advice on housing matters.

GIVING THE RIGHT AMOUNT OF NOTICE

5. You should note that you must give your tenant the correct amount of notice of a rent increase. If the assured tenancy is for 6 months or more 6 months' notice must be given. If the tenancy is for less than 6 months, notice must be the same length of time as the original tenancy but cannot be less than one month.

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

HOW TO COMPLETE THIS NOTICE

6. As landlord you should complete Parts 1 and 2 of this notice. You should leave Part 3 blank. This is for the use of your tenant when giving you a response to the proposed new rent.

HOW TO SERVE THE NOTICE

7. After you sign and date Notice AT2 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 delivering it to him; or
 - b. by leaving it at his last known address; or
 - c. by sending it by recorded delivery letter to him at that address.
-

YOUR TENANT'S RESPONSE

8. Your tenant should respond to Notice AT2 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.

9. Using Part 3 of the Notice the tenant will respond in one of two ways or may ask to discuss your proposed new rent with you (see paragraph 10).

The two 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 the Notice;

- b. by indicating that the proposed rent is not acceptable and the Notice is being referred to the First-tier Tribunal Housing and Property Chamber;

If your tenant indicates that he wishes to refer your rent proposal to the First-tier Tribunal Housing and Property Chamber this must be done before the date on which you propose the new rent is to take effect.

NEGOTIATING WITH YOUR TENANT

10. 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 Notice AT2 to the First-tier Tribunal Housing and Property Chamber.

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

FURTHER GUIDANCE

11. 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.

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

FORM AT3 (L): FOR USE ONLY BY A LANDLORD

ASSURED TENANCIES

AT3 (L)

HOUSING (SCOTLAND) ACT 1988

Application by a landlord to the First-tier Tribunal Housing and Property Chamber for a determination of the terms of a statutory assured tenancy and, if appropriate, rent for that tenancy under Section 17(3) of the Housing (Scotland) Act 1988.

IMPORTANT: INFORMATION FOR LANDLORD(S)

This form should be used by a landlord who wishes to refer to the First-tier Tribunal Housing and Property Chamber a Notice AT1(T) served on him by his tenant to propose a change in the terms of a tenancy agreement for the house at the address in part 1. You should read this application form carefully. Complete the form as fully as you can. Insert 'NOT KNOWN' where the information is not available. Where boxes are shown tick only one. It would be helpful if you would type your answers or use BLOCK LETTERS in BLACK INK and send 2 copies of the form if possible, to the First-tier Tribunal Housing and Property Chamber.

This form must be with the First-tier Tribunal Housing and Property Chamber within 3 months of the date on which your tenant served on you Notice AT1(T).

Part 1. Address of House being let.

.....
.....

Part 2. Name, address and telephone number of landlord.

.....
.....

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

.....
.....

Part 3. Name and telephone number of tenant(s).

.....
.....

Name, address and telephone number of tenant's agent (if any).

.....
.....

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

Part 4. Details of House.

Say what kind of house 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. 1FL.)

.....

Give number and type of rooms (eg bedroom, living room).

.....

Is there any accommodation or facilities shared with another tenant? If yes, give details.

☐ No ☐ Yes

.....

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

☐ No ☐ Yes

.....

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

☐ No ☐ Yes

.....

.....

Part 5. Services

Are services provided under the tenancy (such as cleaning, heating or hot water supply)? If yes, give details.

☐ No ☐ Yes

.....

What charge is made for these services at present?

.....

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

Part 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

.....

.....

.....

Part 7 Improvements

During the present or any former tenancy has the tenant or any previous tenant carried out any improvement or replaced fixtures, fittings or furniture for which he is (or he was) not responsible under the terms of the tenancy? If yes, give details including the costs (actual or estimated) and the approximate date on which the work was carried out.

☐ No ☐ Yes

.....

.....

.....

.....

Part 8 Disrepair

Is there any disrepair or other defect to the house or to any fixtures, fittings or furniture due to a failure to comply with the terms of the present or any former tenancy? If yes, give details.

☐ No ☐ Yes

.....

.....

.....

.....

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

Part 9. I apply for the proposed terms of the statutory assured tenancy [and the proposed adjustment to the rent]* to be determined by the First-tier Tribunal Housing and Property Chamber.

Signed
[landlord(s)] [landlord's agent]*

In the case of joint landlords all landlords should sign.

..... (date)

* delete as appropriate

Part 10. In submitting your application you should attach copies of certain documents which will be required by the First-tier Tribunal Housing and Property Chamber to help it make a determination. You should attach the following:-

- | | | |
|----|--|--------------------------|
| a. | A copy of the existing tenancy agreement or written document setting out the terms of the tenancy. | <input type="checkbox"/> |
| b. | A copy of Notice AT1(T) served on you by your tenant (including any attachments to that form). | <input type="checkbox"/> |
| c. | If you provide furniture, a list of the furniture. | <input type="checkbox"/> |
| d. | If the tenancy is a short assured tenancy a copy of Notice AT5 which you served on the tenant. | <input type="checkbox"/> |

Any documents which you send with this application will be returned to you as soon as possible. Tick each box to indicate that you have attached the relevant form.

Please send this application form to the First-tier Tribunal Housing and Property Chamber

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

ASSURED TENANCIES

HOUSING (SCOTLAND) ACT 1988

NOTES FOR LANDLORDS TO BE READ WITH FORM AT3 (L). THESE NOTES ARE FOR GUIDANCE ONLY AND ARE NOT A DEFINITIVE INTERPRETATION OF THE LAW. THE NOTES GIVE ADVICE ON THE CIRCUMSTANCES IN WHICH AN APPLICATION CAN BE MADE TO THE FIRST-TIER TRIBUNAL HOUSING AND PROPERTY CHAMBER.

WHEN TO USE THIS FORM

1. You should use this form to make an application to the First-tier Tribunal Housing and Property Chamber only if (a), (b) and (c) below all apply.
 - a. Your tenant has served on you a Notice AT1 (T) proposing new tenancy terms (and also perhaps a new rent to reflect those terms);
 - b. No more than 3 months have gone by since the date on which Notice AT1 (T) was served on you; and
 - c. You wish the First-tier Tribunal Housing and Property Chamber to make a determination on the tenancy terms, and new rent if one is proposed.
-

IF YOU DO NOT APPLY TO THE COMMITTEE

2. If you do not apply to the First-tier Tribunal Housing and Property Chamber within the 3 month time limit, the terms proposed by your tenant (and new rent if one is proposed) will take effect from the date specified in the Notice AT1 (T) served on you.
-

NEGOTIATING WITH YOUR TENANT

3. If you do not find acceptable the new terms (and new rent if appropriate) being proposed by your tenant it might in the first instance be helpful to discuss the matter with him or her before making a decision on whether or not you should refer the matter to the First-tier Tribunal Housing and Property Chamber.
 4. If you decide to apply to the First-tier Tribunal Housing and Property Chamber and it subsequently makes a determination of tenancy terms and/or rent remember that you and your tenant are free to set aside the determination if you agree on different terms and/or rent. However, unless you both agree to such a variation, the terms and rent determined by the First-tier Tribunal Housing and Property Chamber will apply.
-

NEXT STEPS

5. If you apply to the First-tier Tribunal Housing and Property Chamber the tribunal will acknowledge your application and will write to you asking if you wish to have the matter dealt with at a hearing or whether you wish to make written representations.

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

FURTHER GUIDANCE

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

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

FORM AT3 (T): FOR USE ONLY BY A TENANT

ASSURED TENANCIES

AT3 (T)

HOUSING (SCOTLAND) ACT 1988

Application by a tenant to the First-tier Tribunal Housing and Property Chamber for a determination of the terms of a statutory assured tenancy and, if appropriate, rent for that tenancy under Section 17(3) of the Housing (Scotland) Act 1988.

IMPORTANT: INFORMATION FOR TENANT(S)

This form should be used by a tenant who wishes to refer to the First-tier Tribunal Housing and Property Chamber a Notice AT1(L) served on him by his landlord to propose a change in the terms of a tenancy agreement for the house at the address in part 1. You should read this application form carefully. Complete the form as fully as you can. Insert 'NOT KNOWN' where the information is not available. Where boxes are shown tick only one. It would be helpful if you would type your answers or use BLOCK LETTERS in BLACK INK and send 2 copies of the form if possible, to the First-tier Tribunal Housing and Property Chamber.

This form must be with the First-tier Tribunal Housing and Property Chamber within 3 months of the date on which your landlord served on you Notice AT1(L).

Part 1.	Address of House being let.
Part 2.	Name, address and telephone number of landlord. Name, address and telephone number of landlord's agent (if any).
Part 3.	Name and telephone number of tenant(s). Name, address and telephone number of tenant's agent (if any).

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

Part 4. Details of House

Say what kind of house 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.)

.....
Give number and type of rooms (eg bedroom, living room).
.....

.....
Is there any accommodation or facilities shared with another tenant? If yes, give details. ☐ No ☐ Yes
.....

.....
Is there any accommodation or facilities shared between tenant and landlord? If yes, give details ☐ No ☐ Yes
.....

.....
Does the tenancy include a garage, garden, yard or any other separate building or land? ☐ No ☐ Yes
If yes, give details.
.....
.....

Part 5. Services

Are services provided under the tenancy (such as cleaning, heating or hot water supply)? ☐ No ☐ Yes
If yes, give details.
.....
.....

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

What charge is made for these services at present?

.....

Part 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

.....

.....

.....

Part 7 Improvements

During the present or any former tenancy has the tenant or any previous tenant carried out any improvement or replaced fixtures, fittings or furniture for which he is (or he was) not responsible under the terms of the tenancy? If yes, give details including the costs (actual or estimated) and the approximate date on which the work was carried out.

☐ No ☐ Yes

.....

.....

.....

.....

.....

Part 8 Disrepair

Is there any disrepair or other defect to the house or to any fixtures, fittings or furniture due to a failure to comply with the terms of the present or any former tenancy?
If yes, give details.

☐ No ☐ Yes

.....

.....

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

.....

Part 9. I apply for the proposed terms of the statutory assured tenancy [and the proposed adjustment to the rent]* to be determined by the First-tier Tribunal Housing and Property Chamber.

Signed
 [landlord(s)] [landlord's agent]*

In the case of joint landlords all landlords should sign.

..... (date)

* delete as appropriate

Part 10. In submitting your application you should attach copies of certain documents which will be required by the First-tier Tribunal Housing and Property Chamber to help it make a determination. You should attach the following:-

- | | | |
|----|--|--------------------------|
| a. | A copy of the existing tenancy agreement or written document setting out the terms of the tenancy. | <input type="checkbox"/> |
| b. | A copy of Notice AT1(T) served on you by your tenant (including any attachments to that form). | <input type="checkbox"/> |
| c. | If you provide furniture, a list of the furniture. | <input type="checkbox"/> |
| d. | If the tenancy is a short assured tenancy a copy of Notice AT5 which you served on the tenant. | <input type="checkbox"/> |

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

Tick each box to indicate that you have attached the relevant form.

Please send this application form to the First-tier Tribunal Housing and Property Chamber

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

ASSURED TENANCIES

HOUSING (SCOTLAND) ACT 1988

NOTES FOR TENANTS TO BE READ WITH FORM AT3 (T). THESE NOTES ARE FOR GUIDANCE ONLY AND ARE NOT A DEFINITIVE INTERPRETATION OF THE LAW. THE NOTES GIVE ADVICE ON THE CIRCUMSTANCES IN WHICH AN APPLICATION CAN BE MADE TO THE FIRST-TIER TRIBUNAL HOUSING AND PROPERTY CHAMBER.

WHEN TO USE THIS FORM

1. You should use this form to make an application to the First-tier Tribunal Housing and Property Chamber only if (a), (b) and (c) below all apply.
 - a. Your landlord has served on you a Notice AT1 (L) proposing new tenancy terms (and also perhaps a new rent to reflect those terms);
 - b. No more than 3 months have gone by since the date on which Notice AT1 (L) was served on you; and
 - c. You wish the First-tier Tribunal Housing and Property Chamber to make a determination on the tenancy terms, and new rent if one is proposed.
 2. **Do not use this form if:-**
your landlord has served on you a Notice AT2 proposing an increase in rent only. If this has occurred you should apply to the First-tier Tribunal Housing and Property Chamber using form AT4.
-

IF YOU DO NOT APPLY TO THE COMMITTEE

3. If you do not apply to the First-tier Tribunal Housing and Property Chamber within the 3 month time limit, the terms proposed by your landlord (and new rent if one is proposed) will take effect from the date specified in the Notice AT1 (L) served on you.
-

NEGOTIATING WITH YOUR LANDLORD

4. If you do not find acceptable the new terms (and new rent if one is proposed) being proposed by your landlord it might in the first instance be helpful to discuss the matter with him before making a decision on whether or not you should refer the matter to the First-tier Tribunal Housing and Property Chamber.
 5. If you decide to apply to the First-tier Tribunal Housing and Property Chamber and it subsequently makes a determination of tenancy terms and/or rent remember that you and your landlord are free to set aside the determination if you agree on different terms and/or rent. However, unless you both agree to such a variation, the terms and rent determined by the First-tier Tribunal Housing and Property Chamber will apply.
-

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

NEXT STEPS

6. If you apply to the First-tier Tribunal Housing and Property Chamber, the tribunal will acknowledge your application and will write to you asking if you wish to have the matter dealt with at a hearing or whether you wish to make written representations.

FURTHER GUIDANCE

7. If you are uncertain about the kind of tenancy you have, or your rights, or uncertain about how to complete this form you should consult a solicitor or any organisation which gives advice on housing matters.

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

FORM AT4: FOR USE ONLY BY A TENANT

ASSURED TENANCIES

AT4

HOUSING (SCOTLAND) ACT 1988

Application by a tenant to the First-tier Tribunal Housing and Property Chamber for a determination of rent under sections 24(3) and 34(1) of the Housing (Scotland) Act 1988

IMPORTANT: INFORMATION FOR TENANT(S)

This form should be used if you as tenant are seeking a determination of rent from the First-tier Tribunal Housing and Property Chamber for your assured or short assured tenancy. This might be as a result of Notice AT2 having been served on you by your landlord (a Notice AT2 proposes an increase in rent for an assured tenancy), or, if you are a tenant of a short assured tenancy, because you would like the Committee to look at the rent you are being charged. Please note that tenants of short assured tenancies have different rights to apply to the First-tier Tribunal Housing and Property Chamber from other assured tenants. You are therefore advised to read this application form carefully. Complete the form as fully as you can. Insert 'NOT KNOWN' where the information is not available. Where boxes are shown tick only one. It would be helpful if you would type your answers or use BLOCK LETTERS in BLACK INK and send 2 copies of the form, if possible, to the First-tier Tribunal Housing and Property Chamber.

Part 1. Address of House being let.

.....
.....

Part 2. Name, address and telephone number of landlord.

.....
.....

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

.....
.....

Part 3. Name and telephone number of tenant(s).

.....
.....

Name, address and telephone number of tenant's agent (if any).

.....
.....

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

Part 4. Details of House

Say what kind of house 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.)

.....
Give number and type of rooms (eg bedroom, living room).
.....

.....
Is there any accommodation or facilities shared with another tenant? If yes, give details. ☐ No ☐ Yes
.....

.....
Is there any accommodation or facilities shared with the landlord? If yes, give details ☐ No ☐ Yes
.....

.....
Does the tenancy include a garage, garden, yard or any other separate building or land? ☐ No ☐ Yes
If yes, give details.
.....
.....

.....
Is there any accommodation or facilities shared with another tenant? If yes, give details. ☐ No ☐ Yes
.....
.....

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

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

☐ No ☐ Yes

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

☐ No ☐ Yes

Part 5. Services

Does the landlord provide any services (such as cleaning, heating or hot water supply)? If yes, give details.

☐ No ☐ Yes

What charge is made for these services at present?

Part 6. Furniture

Does the landlord provide any furniture? 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

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

Part 7 Improvements

During the present or any former tenancy has the tenant or any previous tenant carried out any improvement or replaced fixtures, fittings or furniture for which he is (or he was) not responsible under the terms of the tenancy? If yes, give details including the costs (actual or estimated) and the approximate date on which the work was carried out.

☐ No ☐ Yes

.....

.....

.....

.....

.....

Part 8 Disrepair

Is there any disrepair or other defect to the house or to any fixtures, fittings or furniture due to a failure to comply with the terms of the present or any former tenancy? If yes, give details.

☐ No ☐ Yes

.....

.....

.....

.....

.....

Are services provided under the tenancy (such as cleaning, heating or hot water supply)? If yes, give details.

☐ No ☐ Yes

.....

.....

What charge is made for these services at present?

.....

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

Part 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

.....

.....

.....

Part 7 Improvements

During the present or any former tenancy has the tenant or any previous tenant carried out any improvement or replaced fixtures, fittings or furniture for which he is (or he was) not responsible under the terms of the tenancy? If yes, give details including the costs (actual or estimated) and the approximate date on which the work was carried out.

☐ No ☐ Yes

.....

.....

.....

.....

.....

Part 8 Disrepair

Is there any disrepair or other defect to the house or to any fixtures, fittings or furniture due to a failure to comply with the terms of the present or any former tenancy?
If yes, give details.

☐ No ☐ Yes

.....

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.....

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

Part 9 What rent are you paying now?

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

If you are responding to a rent increase proposed by your landlord please attach a copy of Notice AT2 which gave notice of the proposed new rent.

* delete as appropriate

Part 10. I apply to the First-tier Tribunal Housing and Property Chamber for a rent determination for the house at the address in part 1 above.

Signed (tenant or tenant's agent) Date

.....
(In the case of joint tenants all tenants should sign)

Part 11. In submitting your application you should attach copies of certain documents which will be required by the First-tier Tribunal Housing and Property Chamber to help it make a determination. You should attach the following:-

- | | | |
|----|---|--------------------------|
| a. | A copy of the existing tenancy agreement or written document setting out the terms of the tenancy. | <input type="checkbox"/> |
| b. | A copy of Notice AT2 if one has been served on you by your landlord (including any attachments to that form). | <input type="checkbox"/> |
| c. | If you provides furniture, a list of the furniture; and | <input type="checkbox"/> |
| d. | If the tenancy is a short assured tenancy a copy of Notice AT5 served on you by the landlord. | <input type="checkbox"/> |

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

Tick each box to indicate that you have attached the relevant form.

Please send this application form to the First-tier Tribunal Housing and Property Chamber.

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

ASSURED TENANCIES

HOUSING (SCOTLAND) ACT 1988

NOTES FOR TENANTS TO BE READ WITH FORM AT4. THESE NOTES ARE FOR GUIDANCE ONLY AND ARE NOT A DEFINITIVE INTERPRETATION OF THE LAW. THE NOTES GIVE ADVICE ON THE CIRCUMSTANCES IN WHICH AN APPLICATION CAN BE MADE TO THE FIRST-TIER TRIBUNAL HOUSING AND PROPERTY CHAMBER.

TYPE OF APPLICATION TO THE FIRST-TIER TRIBUNAL HOUSING AND PROPERTY CHAMBER

1. You may use this form to make an application to the First-tier Tribunal Housing and Property Chamber if either A or B below apply.
 - A. Your landlord has served on you a Notice AT2 proposing a new rent, which you do not accept; or
 - B. You are a tenant of a short assured tenancy and you wish to exercise your right under Section 34(1) of the Housing (Scotland) Act 1988 to seek a determination of rent for your short assured tenancy.
 2. Different rules govern applications under A and B. If you are applying to the First-tier Tribunal Housing and Property Chamber because A applies, refer to notes 3 to 13 under Part A. If B applies refer to notes 14 to 25 under Part B.
-

PART A

NOTES FOR THE INFORMATION OF TENANTS REFERRING A NOTICE AT2 TO THE FIRST-TIER TRIBUNAL HOUSING AND PROPERTY CHAMBER

TYPES OF ASSURED TENANCY

3. Your tenancy is either a “contractual” or “statutory” assured tenancy. If you are not sure of which kind of tenancy you have read paragraph 4 below. If you do know the kind of tenancy you have, go to paragraph 5.
 4. A “contractual assured tenancy” is a tenancy for which the contract between you and your landlord is still in force.

A “statutory assured tenancy” is a tenancy for which the contractual assured tenancy has ended because your landlord has (or you have) issued a notice to quit, but you continue to live in the house by virtue of the security of tenure provisions of the Housing (Scotland) Act 1988. You may also have a statutory assured tenancy through having succeeded to the tenancy.
-

WHEN TO USE THIS FORM

5. You should use this form to apply to the First-tier Tribunal Housing and Property Chamber if a. to d. all apply:

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

- a. your tenancy is a statutory assured tenancy;
- b. your landlord has served on you a Notice AT2 proposing a new rent;
- c. the date on which your landlord proposed the new rent to take effect (as set out in the Notice AT2) has not yet been reached; and
- d. you wish the First-tier Tribunal Housing and Property Chamber to make a determination of rent for your tenancy.

But you should note that:

The First-tier Tribunal Housing and Property Chamber may not be able to intervene if, when you entered into your original tenancy agreement with your landlord, you agreed how your rent would be increased from time to time, and the new rent being proposed by your landlord results from that agreement. If you are in doubt about this consult your solicitor or any organisation giving advice on housing matters.

IF YOU DO NOT APPLY TO THE COMMITTEE

- 6. If you do not apply to the First-tier Tribunal Housing and Property Chamber before the date on which the landlord's new rent is due to come into effect, (as set out in the Notice AT2) the proposed new rent will take effect from that date.
-

NEGOTIATING WITH YOUR LANDLORD

- 7. If you do not find the new rent proposed by your landlord acceptable it might, in the first instance, be helpful to discuss the matter with him before making a decision on whether or not you should refer the matter to the First-tier Tribunal Housing and Property Chamber.
 - 8. If you decide to apply to the First-tier Tribunal Housing and Property Chamber and it subsequently makes a determination remember that you and your landlord are free to set aside the determination if you agree on a different rent. However, unless you **both** agree to such a variation, the rent determined by the First-tier Tribunal Housing and Property Chamber will apply.
-

AFTER THE FIRST-TIER TRIBUNAL HOUSING AND PROPERTY CHAMBER'S DETERMINATION

- 9. The determination of your rent made by the First-tier Tribunal Housing and Property Chamber will take effect from a date decided by the tribunal but it cannot be earlier than the date of your application to the tribunal.
 - 10. The rent determined by the First-tier Tribunal Housing and Property Chamber will be the maximum rent payable for the tenancy for at least 12 months from the date it comes into effect.
-

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

FURTHER GUIDANCE

11. If you are uncertain about the kind of tenancy you have, or your rights, or uncertain about how to complete this form, you should consult a solicitor or any organisation which gives advice on housing matters.

PART B

NOTES FOR THE INFORMATION OF A TENANT OF A SHORT ASSURED TENANCY WHO IS APPLYING TO THE FIRST-TIER TRIBUNAL HOUSING AND PROPERTY CHAMBER

TYPES OF TENANCY

12. Your tenancy is a short assured tenancy only if a. and b. both apply or if c. applies:

a. your tenancy is for 6 months or more; and

b. your landlord served on you a Notice AT5 before the creation of the tenancy agreement between you; or

c. your tenancy is a second or subsequent short assured tenancy of the same house (for whatever period of time) and your first short assured tenancy of the house fulfilled a. and b. above.

WHEN TO USE THIS FORM

13. You should use this form to apply to the First-tier Tribunal Housing and Property Chamber if you wish the tribunal to determine a rent for your short assured tenancy. But note that you cannot apply if the rent payable under the tenancy is a rent previously determined by the First-tier Tribunal Housing and Property Chamber.

IF YOU DO NOT APPLY TO THE FIRST-TIER TRIBUNAL HOUSING AND PROPERTY CHAMBER

14. If you do not apply to the First-tier Tribunal Housing and Property Chamber the rent your landlord currently charges will continue to have effect and any future rent increases provided for in your tenancy agreement will apply in due course.

NEGOTIATING WITH YOUR LANDLORD

15. If you are not happy with the rent you are paying because, for example, it seems higher than rents for similar tenancies in the area, it might in the first instance be helpful to discuss the matter with your landlord before applying to the First-tier Tribunal Housing and Property Chamber.

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

A DETERMINATION BY THE FIRST-TIER TRIBUNAL HOUSING AND PROPERTY CHAMBER IS NOT GUARANTEED

16. The First-tier Tribunal Housing and Property Chamber may not make a determination on every application it receives. They will only make a rent determination for a short assured tenancy if they consider that there is a sufficient number of similar houses in the locality let on assured tenancies and the rent payable for your tenancy is significantly higher than the landlord might reasonably expect to receive having regard to rent levels in similar tenancies in the area.

AFTER THE FIRST-TIER TRIBUNAL HOUSING AND PROPERTY CHAMBER'S DETERMINATION

17. The determination made by the First-tier Tribunal Housing and Property Chamber will take effect from a date decided by the tribunal but it cannot be earlier than the date of your application to the tribunal.

18. Once the determination is made you and the landlord cannot agree to increase the rent above the level set by the Committee.

19. The rent determined by the First-tier Tribunal Housing and Property Chamber will be the maximum rent payable for the tenancy for at least 12 months from the date on which it comes into effect.

20. You as a tenant cannot apply to the First-tier Tribunal Housing and Property Chamber for a second determination for the same tenancy.

FURTHER GUIDANCE

21. If you are uncertain about what kind of tenancy you have, or your rights, or uncertain about how to complete this form you should contact a solicitor or any organisation which gives advice on housing matters.

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FORM AT5: FOR USE ONLY BY A LANDLORD

ASSURED TENANCIES

AT5

HOUSING (SCOTLAND) ACT 1988

NOTICE UNDER SECTION 32 TO BE SERVED ON A PROSPECTIVE TENANT OF A SHORT ASSURED TENANCY

IMPORTANT: INFORMATION FOR PROSPECTIVE TENANT(S)

This notice informs you as prospective tenant(s) that the tenancy being offered by the prospective landlord(s) is a short assured tenancy under Section 32 of the Housing (Scotland) Act 1988.

Please read this notice carefully.

Part 1 *To*

.....
(name of prospective tenant(s))

NOTE 1 TO PROSPECTIVE TENANT.

**TO BE VALID THIS NOTICE MUST BE SERVED BEFORE THE CREATION OF
A TENANCY AGREEMENT. A SHORT ASSURED TENANCY WILL NOT EXIST
IF A VALID NOTICE HAS NOT BEEN SERVED.**

Part 2 I your prospective landlord(s)/I your prospective landlord's agent*

.....
*
(name of landlord(s))

of

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

give notice that the tenancy being offered to you of the house at

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

(address of house)
*delete as appropriate
to which this notice relates is to be a short assured tenancy in terms of Section 32 of the Housing (Scotland) Act 1988.

Signed
(landlord(s) or landlord's agent)

Date

NOTE 2 TO PROSPECTIVE TENANT.

A SHORT ASSURED TENANCY IS A SPECIAL FORM OF TENANCY. UNLESS IT FOLLOWS IMMEDIATELY AFTER ANOTHER SHORT ASSURED TENANCY OF THE SAME HOUSE, (WITH THE SAME TENANT). IT MUST BE FOR NOT LESS THAN 6 MONTHS.

NOTE 3 TO PROSPECTIVE TENANT.

A LANDLORD OF A SHORT ASSURED TENANCY HAS SPECIAL RIGHTS TO REPOSSESS THE HOUSE. IF THE LANDLORD TERMINATES THE TENANCY BY ISSUING A VALID NOTICE TO QUIT AND GIVES THE TENANT AT LEAST 2 MONTHS NOTICE (OR A LONGER PERIOD IF THE TENANCY AGREEMENT PROVIDES) OF HIS INTENTION TO REPOSSESS THE HOUSE THE COURT MUST GRANT THE LANDLORD AN ORDER ALLOWING HIM TO EVICT THE TENANT IF HE APPLIES FOR ONE AT THE END OF THE TENANCY PERIOD SET OUT IN THE TENANCY AGREEMENT.

Part 3 Address and telephone number of agents if appropriate:

of landlord(s) agent	of Tenant(s) agent
.....
.....
.....
.....
.....

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NOTE 4 TO PROSPECTIVE TENANT.

A TENANT OF A SHORT ASSURED TENANCY HAS A SPECIAL RIGHT TO APPLY TO THE FIRST-TIER TRIBUNAL HOUSING AND PROPERTY CHAMBER FOR A RENT DETERMINATION FOR THE TENANCY.

NOTE 5 TO PROSPECTIVE TENANT.

IF YOU AGREE TO TAKE UP THE TENANCY AFTER YOUR LANDLORD HAS SERVED THIS NOTICE ON YOU YOUR TENANCY WILL BE A SHORT ASSURED TENANCY. YOU SHOULD KEEP THIS NOTICE IN A SAFE PLACE ALONG WITH THE WRITTEN DOCUMENT SETTING OUT THE TERMS OF TENANCY WHICH YOUR LANDLORD MUST PROVIDE UNDER SECTION 30 OF THE HOUSING (SCOTLAND) ACT 1988 ONCE THE TERMS ARE AGREED.

NOTE 6 TO PROSPECTIVE TENANT.

IF YOU REQUIRE FURTHER GUIDANCE ON ASSURED AND SHORT ASSURED TENANCIES, CONSULT A SOLICITOR OR ANY ORGANISATION WHICH GIVES ADVICE ON HOUSING MATTERS.

SPECIAL NOTES FOR EXISTING TENANTS

1. If you already have a regulated tenancy, other than a short tenancy, should you give it up and take a new tenancy in the same house or another house owned by the same landlord, that tenancy cannot be an assured tenancy or a short assured tenancy. Your tenancy will continue to be a regulated tenancy.
2. If you have a short tenancy under the Tenants' Rights Etc. (Scotland) Act 1980 or the Rent (Scotland Act 1984) your landlord can offer you an assured tenancy or short assured tenancy of the same or another house on the expiry of your existing tenancy.
3. If you are an existing tenant and are uncertain about accepting the proposed short assured tenancy you are strongly advised to consult a solicitor or any organisation which gives advice on housing matters.

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ASSURED TENANCIES

HOUSING (SCOTLAND) ACT 1988

NOTES FOR LANDLORDS TO BE READ WITH NOTICE AT5. THESE NOTES ARE FOR GUIDANCE ONLY AND ARE NOT A DEFINITIVE INTERPRETATION OF THE LAW

WHEN TO USE THIS NOTICE

1. You should use this notice only when you wish to inform a prospective tenant or tenants that the tenancy being offered by you is a short assured tenancy under Section 32 of the Housing (Scotland) Act 1988.
 2. You must serve the notice on the prospective tenant or tenants before the creation of any tenancy agreement. If it is not served before the creation of the tenancy agreement the tenancy will not be a short assured tenancy.
-

ABOUT SHORT ASSURED TENANCIES

3. A short assured tenancy is a special form of assured tenancy which in the first instance must be for not less than 6 months. It gives you special rights to repossess the house (see paragraph 4) and special rights for tenants to apply to the First-tier Tribunal Housing and Property Chamber for a rent determination (see paragraphs 5 and 6).

Repossession of the property

4. As landlord, if you obtain a possession order from the Sheriff, you may repossess the house you are letting on the short assured tenancy. Before applying for a possession order you must:
 - 4.1 Issue a valid Notice to Quit to terminate the tenancy at its expiry date, and not offer your tenant another tenancy:
 - 4.2 Give your tenant notice of your intention to apply for the order. The notice must be for at least 2 months unless your tenancy agreement provides for a longer period. If you fulfil these 2 conditions the Sheriff must grant you the order.

Rent

5. Unless a rent for the tenancy has already been determined by the First-tier Tribunal Housing and Property Chamber, a tenant of a short assured tenancy has a right to seek a rent determination from the First-tier Tribunal Housing and Property Chamber at any time during the tenancy. On receiving an application, the First-tier Tribunal Housing and Property Chamber will consider if it is appropriate to determine a market rent.
 6. The First-tier Tribunal Housing and Property Chamber will make a rent determination only if it considers there is a sufficient number of similar houses in the locality let on assured tenancies and the rent payable for the tenancy is significantly higher than the landlord might reasonably expect to charge having regard to rent levels for those tenancies. A rent determination made by the Committee will be the maximum payable for the tenancy from the date specified.
-

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

HOW TO USE THIS NOTICE

7. Before you and your prospective tenant make a binding agreement to let a house, you should complete Parts 1, 2 and 3 of the Notice. The Notice should then be given or sent to the prospective tenant or tenants. The tenancy will be a short assured tenancy as long as you have fulfilled all your requirements. The tenant should keep the Notice with the written document setting out the terms of the tenancy which have been agreed, and which must be provided by a landlord under Section 30 of the Housing (Scotland) Act 1988. You are also advised to keep a copy of Notice AT5 for your own records.

FURTHER GUIDANCE

8. If you are uncertain about the question of tenancy status or uncertain about how to complete this Notice, you should consult a solicitor or any organisation which gives advice on housing matters.

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FORM AT 6: FOR USE ONLY BY A LANDLORD

ASSURED TENANCIES

AT 6

HOUSING (SCOTLAND) ACT 1988 AS AMENDED BY PARAGRAPH 85 OF SCHEDULE
17 TO THE HOUSING ACT 1988

NOTICE UNDER SECTION 19 OF INTENTION TO RAISE PROCEEDINGS FOR
POSSESSION

IMPORTANT: INFORMATION FOR TENANT(S)

This notice informs you as tenant that your landlord intends to apply to the Sheriff for an Order for possession of the house at the address in Part 1, which is currently occupied by you.

Part 1 To

.....
(name of tenant (s)) of

.....
.....
.....
.....
(address of house)

NOTE 1 TO TENANT.

IF YOU ARE UNCERTAIN ABOUT WHAT THIS NOTICE MEANS, OR IF YOU ARE IN DOUBT ABOUT ANYTHING IN IT, OR ABOUT ITS VALIDITY OR WHETHER IT IS FILLED IN PROPERLY YOU SHOULD IMMEDIATELY CONSULT A SOLICITOR OR AN ORGANISATION WHICH GIVES ADVICE ON HOUSING MATTERS. YOU MAY ALSO FIND IT HELPFUL TO DISCUSS THIS NOTICE WITH YOUR LANDLORD.

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

Part 2 I/we (on behalf of)* your landlord(s)

.....
(Name(s) of landlord(s))

of
.....
.....

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

inform you that I/we* intend to raise proceedings for possession of the house
at the address in part 1 above on the following ground/grounds* being a
ground/grounds* for possession as set out in Schedule 5 to the Housing
(Scotland) Act 1988.

.....
.....
.....
(Give the ground number(s) and fully state
ground(s) as set out in Schedule 5 to the
Housing (Scotland) Act 1988 continue on additional
sheets of paper if required)

NOTE 2 TO TENANT.

A FULL LIST OF 17 GROUNDS FOR POSSESSION IS IN SCHEDULE 5 TO THE
HOUSING (SCOTLAND) ACT 1988

Part 3. I/we also inform you that I/we are seeking possession under the above
ground/grounds* for the following reasons:-

.....
.....
.....
.....
(State particulars of how you believe the ground(s) have arisen
or state any additional facts if required)

*delete as appropriate

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NOTE 3 TO TENANT.

YOUR LANDLORD MUST GIVE YOU PROPER NOTICE BETWEEN SERVING THIS NOTICE AND RAISING COURT PROCEEDINGS. IF ANY OF GROUNDS 1, 2, 5, 6, 7, 9 AND 17 APPLY, WITH OR WITHOUT OTHER GROUNDS, 2 MONTHS NOTICE MUST BE GIVEN. YOUR LANDLORD MUST ALSO GIVE YOU 2 MONTHS NOTICE IF YOUR TENANCY IS A SHORT ASSURED TENANCY AND YOUR LANDLORD IS SEEKING REPOSSESSION ON THE GROUND THAT THE TENANCY PERIOD HAS EXPIRED. IF ONLY OTHER GROUNDS APPLY, ONLY 2 WEEKS NOTICE NEED BE GIVEN.

Part 4. Proceedings will not be raised before (date) (which is the earliest date at which proceedings can be raised under Sect. or 19 of the Housing (Scotland) Act 1988)

Signed (Landlord(s) or Landlord's agent)

Date:

* delete as appropriate

NOTE 4 TO TENANT.

IF YOUR LANDLORD DOES NOT RAISE COURT PROCEEDINGS THIS NOTICE WILL CEASE TO HAVE EFFECT 6 MONTHS AFTER THE EARLIEST DATE ON WHICH COURT PROCEEDINGS COULD HAVE BEEN RAISED (SEE PART 4 OF THE NOTICE)

NOTE 5 TO TENANT.

IF YOU WANT TO OPPOSE YOUR LANDLORD'S INTENTION TO REPOSSESS YOUR HOME, YOU ARE STRONGLY ADVISED TO TAKE LEGAL ADVICE WITHOUT DELAY AND BEFORE THE EXPIRY OF THE TIME LIMIT GIVEN BY THE NOTICE. HELP WITH ALL OR PART OF THE COST OF LEGAL ADVICE MAY BE AVAILABLE UNDER THE LEGAL AID LEGISLATION.

NOTE 6 TO TENANT.

REMEMBER BEFORE YOU MUST LEAVE YOUR HOME, YOUR LANDLORD MUST HAVE DONE 3 THINGS:

1. SERVED ON YOU A NOTICE TO QUIT (NOTE CAREFULLY THAT THIS MAY HAVE BEEN SERVED AT AN EARLIER STAGE IN THE TENANCY TO CHANGE THE TENANCY FROM A CONTRACTUAL TO A STATUTORY ASSURED TENANCY); AND
2. SERVED ON YOU AN A16 (THIS NOTICE); AND
3. OBTAINED A COURT ORDER

NOTE 7 TO TENANT.

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

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ASSURED TENANCIES

HOUSING (SCOTLAND) ACT 1988

NOTES FOR LANDLORDS TO BE READ WITH NOTICE AT6. THESE NOTES ARE FOR GUIDANCE ONLY AND ARE NOT A DEFINITIVE INTERPRETATION OF THE LAW.

WHEN TO USE THIS NOTICE

1. You should use this notice only when you wish to inform your tenant that you intend to raise proceedings to take possession of the house which is or was the subject of an assured tenancy agreement between you and the tenant.
-

GAINING POSSESSION - THE THREE MUSTS

2. Before you may gain possession of your tenants' house, you **must** do three things:
 - a. serve on the tenant a Notice to Quit. (This may have been served at an earlier stage when you terminated the contractual tenancy and a statutory assured tenancy arose. If a Notice to Quit was served earlier you need not serve another);
 - b. serve on the tenant a notice (AT6) indicating that you intend to raise proceedings to gain possession; and
 - c. obtain an Order for possession from the courts.
-

THE GROUNDS FOR POSSESSION

3. The Sheriff will only grant you possession if you can establish:
 - a. that one of the grounds for possession as set out in Schedule 5 to the Housing (Scotland) Act 1988 applies, or;
 - b. that the tenancy in question is a short assured tenancy and the tenancy period has expired.
 4. The grounds for possession fall into two groups;
 - 4.1 those which are mandatory; that is to say if they are established the Sheriff must grant you an order for possession; and
 - 4.2 those which are discretionary; that is to say even if they are established the Sheriff will grant you an order for possession only if he judges it reasonable to do so.
-

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MANDATORY GROUNDS

5. The mandatory grounds are as follows:

- 5.1 **Ground 1** is that you need the property for yourself or your wife or husband for use as your principal home. You will also have to satisfy the Sheriff that either the house was your only or principal home before you granted the tenancy or that you became the landlord after the beginning of the tenancy but not through buying the house in question or acquiring it in exchange for anything of value. This ground will apply only if you gave the tenant notice in writing before the beginning of the tenancy that possession might be recovered on this ground, unless the sheriff judges it to be reasonable to waive this requirement.
 - 5.2 **Ground 2** is that the house is subject to a heritable security (a mortgage) and the lender, for example a bank or building society, is entitled to sell the house because of your failure to keep to the conditions of the loan. This ground will apply only if you gave the tenant notice in writing before the beginning of the tenancy that possession might be recovered on this ground, unless the sheriff judges it to be reasonable to waive this requirement.
 - 5.3 **Ground 3** is that the house was let for a specified period of 8 months or less, having been occupied as a holiday home during the previous 12 months. This ground will apply only if you gave the tenant notice in writing before the beginning of the tenancy that possession might be recovered on this ground.
 - 5.4 **Ground 4** is that the house was let for a specified period of 12 months or less, having been let to students by a specified educational institution during the previous 12 months. The Educational Institutions concerned are specified by the Secretary of State. This ground will apply only if you gave the tenant notice in writing before the beginning of the tenancy that possession might be recovered on this ground.
 - 5.5 **Ground 5** is that the house is let to a minister or full time lay missionary in connection with his work and is required for that purpose. This ground will apply only if you gave the tenant notice in writing before the beginning of the tenancy that possession might be recovered on this ground.
 - 5.6 **Ground 6** is that you require possession in order to demolish or substantially reconstruct the house, or to carry out substantial improvement works on the house, and that the work can be carried out only if the tenant gives up possession, or (if the work could have been carried out if the tenant agreed either to a change in the terms of his tenancy or to accept a tenancy of only part of the house the tenant has refused the alternative). This ground will not apply if you became the landlord after the beginning of the tenancy through buying the house in question or acquiring it in exchange for anything of value. If possession is granted on this ground you must pay the tenant reasonable expenses of removing.
 - 5.7 **Ground 7** is that the tenancy has been succeeded to by the new tenant under the will or intestacy (disposal of property where no valid will was left) of the original tenant. If possession is sought under this ground proceedings must take place within 12 months of the death of the original tenant or of the date on which you learned of his death. The acceptance of rent from a new tenant will not affect your right to repossess unless you agree in writing to a new rent or to a change in the tenancy agreement. **Note carefully** that this ground does not apply if someone is left the tenancy under the will or intestacy of their husband or wife who was the original tenant (that is the husband or wife did not themselves succeed to the tenancy).
 - 5.8 **Ground 8** is that at least 3 months' rent is in arrears both on the date on which the notice of intention to seek possession of the house was served and at the date of the court hearing.
-

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DISCRETIONARY GROUNDS

6. The discretionary grounds are as follows:

6.1 **Ground 9** is that suitable alternative accommodation is available or will be available for the tenant when repossession takes place.

Note carefully that what qualifies as suitable alternative accommodation is set out in the Housing (Scotland) Act 1988 (Schedule 5 Part III).

If you are granted possession on this ground you must pay the tenant reasonable expenses of removing.

6.2 **Ground 10** is that the tenant has given Notice to Quit which has expired but he has not moved out. An order for possession on this ground must be sought by you not later than 6 months after the expiry of the Notice to Quit which was served by the tenant.

6.3 **Ground 11** is that the tenant has persistently delayed paying rent.

6.4 **Ground 12** is that some rent is unpaid at the start of court proceedings and at the time of serving of the notice of intention to take possession proceedings.

6.5 **Ground 13** is that any obligation of the tenancy (other than payment of rent) has been broken or not performed by the tenant.

6.6 **Ground 14** is that the tenant or anyone living with him has allowed or caused damage to the house or common parts of the buildings in which the house is situated.

6.7 **Ground 15** is that the tenant or anyone living with him has caused a nuisance or annoyance to neighbours or has been convicted of immoral or illegal use of the premises.

6.8 **Ground 16** is that the tenant or anyone living with him has damaged the furniture or allowed it to become damaged.

6.9 **Ground 17** is that the house was let to the tenant because he was employed by you the landlord, and the tenant is no longer employed by you.

REPOSSESSION ON THE EXPIRY OF A SHORT ASSURED TENANCY

7. If you seek possession of a house let on a short assured tenancy you must satisfy the Sheriff that the tenancy has been terminated at its expiry date. This can only be done by serving a valid Notice to Quit. You must also show that you have given the tenant at least 2 months' notice of your intention to repossess. If you establish these points, the Sheriff must grant you an order for possession. **Note carefully** a short assured tenancy can also be repossessed using any of the grounds 1-17.

NOTICE TO BE GIVEN TO THE TENANT

8. The amount of notice which you must give between the serving of Notice AT6 and the raising of proceedings in court depends on the ground or grounds on which you are seeking possession. If any of grounds 1, 2, 5, 6, 9 and 17 apply, whether with or without other grounds, you must give 2 months' notice. You must also give 2 months' notice if you are seeking repossession of a short assured tenancy

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

under Section 33 of the Housing (Scotland) Act 1988. If only other grounds apply, you need give only 2 weeks' notice.

EVICITION MUST BE CARRIED OUT LEGALLY

9. It is a criminal offence for anyone to evict a tenant without a court order or to try to make him leave by intimidation, violence, withholding services such as gas or electricity or any other sort of interference. It is not a defence for a landlord to say he did not intend his actions to harass the tenant or force him to leave. An offence **will** still have occurred if he **should** reasonably have known that his actions would be taken to be harassment by the tenant. A landlord found guilty of illegal eviction may be liable to pay damages to the evicted tenant; and the level of damages awarded **will** be based on the financial benefit to the landlord from having a house with vacant possession instead of a sitting tenant.

LIFESPAN OF NOTICE AT6

10. Notice AT6 ceases to have effect 6 months after the earliest date on which the proceedings for possession to which it relates could have been raised. This means that Notice AT6 cannot be relied upon 6 months and 2 weeks or 8 months from the date of its serving, depending on the grounds involved.

HOW TO SERVE THIS NOTICE

11. After you sign and date Notice AT6 you must take steps to ensure your tenant receives it as soon as possible thereafter and you should make sure your tenant knows whether subsequent correspondence should be sent to you or to an agent who deals with your affairs.

A Notice can be served validly on a tenant only in the following ways:

- a. by delivering it to him; or
 - b. by leaving it at his last known address; or
 - c. by sending it by recorded delivery letter to him at that address.
-

FURTHER GUIDANCE

12. If you are uncertain about the terms of this Notice or its validity or how it should be completed or uncertain about how to apply for a court order, you should consult a solicitor or any organisation which gives advice on housing matters.

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

FORM AT 7: FOR USE ONLY BY A LANDLORD

ASSURED TENANCIES

AT 7

HOUSING (SCOTLAND) ACT 1988

NOTICE UNDER SECTION 32(4) THAT A NEW OR CONTINUING TENANCY IS
NOT TO BE A SHORT ASSURED TENANCY

IMPORTANT: INFORMATION FOR TENANTS

This notice informs you as tenant that your landlord is proposing to offer you a new tenancy which is not a short assured tenancy, or to continue your existing tenancy, as an assured tenancy, not as a short assured tenancy. Please read this notice carefully.

Part 1. To
(name of tenant(s))
of
.....
.....
.....
(address of tenant(s))

NOTE 1 TO TENANT.

YOU SHOULD NOTE THAT THIS NOTICE SERVED BY YOUR LANDLORD CHANGES YOUR TENANCY FROM A SHORT ASSURED TENANCY TO AN ASSURED TENANCY. PLEASE READ THIS NOTICE CAREFULLY. IF YOU ARE IN DOUBT ABOUT WHAT IT MEANS, YOU MAY WISH TO DISCUSS THE NOTICE WITH YOUR LANDLORD OR CONSULT A SOLICITOR OR AN ORGANISATION WHICH GIVES ADVICE ON HOUSING MATTERS.

Part 2. I/We* [on behalf of]* your landlord(s)
.....
(name of landlord(s))
of
.....
.....
(address and telephone number of landlord(s))

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Give notice that:-

* [Your tenancy of the house at the address in Part 1 is to continue with its current terms and conditions but that as from (date) it will no longer be a short assured tenancy].

* [Your new tenancy of the house at the address in Part 1 which takes effect from (date) will not be a short assured tenancy].

Notice AT5 which informed you that your original tenancy was a short assured, and which was served on you on(date of service of notice AT5) no longer applies.

Signed (Landlord(s) or Landlord(s) agent)

Date

* delete as appropriate

NOTE 2 TO TENANT.

YOUR LANDLORD MUST SERVE THIS NOTICE ON YOU BEFORE THE BEGINNING OF THE NEW TENANCY OR BEFORE THE EXISTING TENANCY'S EXPIRY DATE IF IT IS TO CONTINUE. IF HE DOES NOT, THE NOTICE HAS NO EFFECT.

NOTE 3 TO TENANT.

AS A TENANT OF AN ASSURED TENANCY (RATHER THAN OF A SHORT ASSURED TENANCY) YOUR RIGHTS TO MAKE AN APPLICATION TO THE FIRST-TIER TRIBUNAL HOUSING AND PROPERTY CHAMBER FOR A DETERMINATION OF YOUR RENT WILL CHANGE. A TENANT OF AN ASSURED TENANCY CAN REFER TO THE FIRST-TIER TRIBUNAL HOUSING AND PROPERTY CHAMBER A RENT INCREASE PROPOSED BY THE LANDLORD ONLY IN CERTAIN CIRCUMSTANCES.

NOTE 4 TO TENANT.

IN AN ASSURED TENANCY YOUR LANDLORD CANNOT REPOSSESS YOUR HOME SOLELY BECAUSE THE EXPIRY DATE IN THE TENANCY AGREEMENT HAS BEEN REACHED BUT OTHERWISE THE SECURITY OF TENURE OF AN ASSURED TENANT IS THE SAME AS THAT OF A TENANT WITH A SHORT ASSURED TENANCY.

NOTE 5 TO TENANT.

YOU SHOULD RETAIN THIS NOTICE AND KEEP IT IN A SAFE PLACE ALONG WITH THE WRITTEN DOCUMENT PROVIDED BY YOUR LANDLORD SETTING OUT THE TERMS OF YOUR TENANCY.

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ASSURED TENANCIES

HOUSING (SCOTLAND) ACT 1988

NOTES FOR LANDLORDS - TO BE READ WITH NOTICE AT7. THESE NOTES ARE FOR GUIDANCE ONLY AND ARE NOT A DEFINITIVE INTERPRETATION OF THE LAW.

WHEN TO USE THIS FORM

1. As a landlord of a short assured tenancy which is nearing its expiry date you can choose to do one of 3 things.
 - (a) you can decide to terminate the tenancy by issuing a Notice to Quit and if your tenant does not leave voluntarily, you can serve on your tenant a Notice of your intention to raise court proceedings to repossess the house let under the tenancy (a Notice AT6); or
 - (b) you can decide to let the tenancy run on. This will happen if you do not give your tenant a Notice to Quit. A tenancy which runs on in this way does so under common law and continues with the same terms and for a further period equal to the length of the original tenancy or 1 year, whichever is the less; or
 - (i) you can offer your tenant a new tenancy which is not a short assured tenancy for the same house; or
 - (ii) you can allow the tenancy to continue but as an assured tenancy rather than a short assured tenancy. If you choose either (c)(i) or (c)(ii) you should use Notice AT7 to inform the tenant of your intention.
-

HOW TO COMPLETE THIS NOTICE

2. If you want to change the tenancy from a short assured tenancy to an assured tenancy you must serve Notice AT7 before the beginning of the new tenancy or before the existing tenancy's expiry date if it is to continue.
 3. Complete parts 1 and 2 and Sign the Notice in the space provided. Your tenant will retain the original Notice with the written document setting out the terms of the tenancy, and which you must give to the tenant under section 30 of the Housing (Scotland) Act 1988. You should retain a copy of Notice AT7
 4. You should note that a notice can be served validly on your tenant only in one of 3 ways:
 - a. by delivering it to him;
 - b. by leaving it at his last known address; or
 - c. by sending it by recorded delivery letter to him at that address.
-

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DIFFERENCES BETWEEN ASSURED AND SHORT ASSURED TENANCIES

5. You should note that there are two main differences between assured and short assured tenancies.
 - a. On rents as an assured tenant your tenant does not have a right to apply to the First-tier Tribunal Housing and Property Chamber for a rent determination (although in certain limited circumstances he may be able to refer a rent increase which you propose to the First-tier Tribunal Housing and Property Chamber for a rent determination).
 - b. On security of tenure, as a landlord of an assured tenant you will no longer have the right to repossess your tenant's home solely because the expiry date in the tenancy agreement has been reached. But otherwise the security of tenure of an assured tenant is the same as that of a tenant with a short assured tenancy.

FURTHER GUIDANCE

6. If you are uncertain about the terms of this Notice or how it should be completed, you should consult a solicitor or any organisation which gives advice on housing matters.

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ASSURED TENANCIES

AT8

HOUSING (SCOTLAND) ACT 1988

**NOTICE UNDER SECTION 48(2) REQUIRING THAT A LANDLORD OR TENANT
SUPPLY THE FIRST-TIER TRIBUNAL HOUSING AND PROPERTY CHAMBER
WITH INFORMATION**

IMPORTANT

This Notice is served on you by the First-tier Tribunal Housing and Property Chamber. It requires you to supply the First-tier Tribunal Housing and Property Chamber with the information in Part 3 below. This information is needed to allow the First-tier Tribunal Housing and Property Chamber to make a determination of rent or terms of the tenancy as provided for by the Housing (Scotland) Act 1988. You should provide the information by the date in Part 4. Failure to provide the information may make you liable to summary conviction and a fine.

Please read this Notice carefully before responding.

Part 1. To landlord/tenant*

Part 2. An application has been made to the First-tier Tribunal Housing and Property

Chamber for consideration of:

- the terms of the statutory assured tenancy
- the terms of the statutory assured tenancy and a consequent adjustment in rent to reflect those terms
- an increase in rent for the statutory assured tenancy
- The rent under the short assured tenancy

for the house at:

.....
.....
.....
(address of house let under the tenancy)

*delete as appropriate

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

Part 3. To help the First-tier Tribunal Housing and Property Chamber consider this application further information is needed from you. The further information required is:-

.....

.....

.....

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.....

Part 4. You should send this information to the address given in Part 5 of this Notice by..... (date). **NOTE:** The date must be not less than 14 days after the date on which this notice is served. If you do not comply with this Notice without reasonable excuse you will be liable on summary conviction to a fine not exceeding level 3 on the standard scale. If you are not clear exactly what information you are able to provide to the First-tier Tribunal Housing and Property Chamber please contact them immediately.

Part 5. Signed.....
For the First-tier Tribunal Housing and Property Chamber

.....

.....

.....

.....

(address and telephone number of the First-tier Tribunal Housing and Property Chamber)

(date).....

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ASSURED TENANCIES

AT9

HOUSING (SCOTLAND) ACT 1988

**NOTICE UNDER SECTION 25A OF A PROPOSED INCREASE OF RENT TO
TAKE ACCOUNT OF THE COUNCIL TAX**

This notice only has effect where a landlord wishes to increase the rent on account of the council tax.

IMPORTANT: INFORMATION FOR TENANT(S)

This Notice informs you as tenant(s) that your landlord(s) wish(es) to increase the rent for your assured tenancy to take account of the council tax. The new rent will take effect unless you reach an agreement with your landlord that the rent should be a different amount or unless you refer this notice to the First-tier Tribunal Housing and Property Chamber for a rent determination using form AT4. If you do apply to the First-tier Tribunal Housing and Property Chamber you must do so before the date on which the new rent is due to take effect. You should give your landlord your response to the proposed new rent by returning to him Part 3 of this notice.

Please read this Notice carefully before responding.

Part 1. To
(name of tenant(s))

of

.....

.....

.....
(address of tenant)

NOTE 1 TO TENANT

**YOUR LANDLORD MUST GIVE YOU AT LEAST ONE MONTH'S NOTICE OF A
RENT INCREASE TO TAKE ACCOUNT OF THE COUNCIL TAX.**

Part 2. This gives you notice that.....

.....
(name of landlord)
of

.....

.....
(address of landlord)

proposes to charge a new rent of £..... to take account of the council tax.

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[per year]* [per month]* [per week]*

For your tenancy of the house at the address in part 1.

The new rent including council tax is to take effect from..... (date)

Signed (landlord(s)/ landlord's agents)

Date.....

Address of agent (if applicable)

IMPORTANT: FOR THE ATTENTION OF TENANT(S) NOTES 2 TO 4

2. A LANDLORD MAY PROPOSE A NEW RENT BY THIS MEANS ONLY IF THE TENANCY IS A STATUTORY OR CONTRACTUAL ASSURED TENANCY. IF YOU ARE IN DOUBT ABOUT WHAT KIND OF TENANCY YOU HAVE YOU SHOULD CONSULT A SOLICITOR OR AN ORGANISATION WHICH GIVES ADVICE ON HOUSING MATTERS.

3. THE PROPOSED NEW RENT WILL TAKE EFFECT ON THE DATE SPECIFIED UNLESS YOU REACH SOME OTHER AGREEMENT WITH YOUR LANDLORD OR UNLESS YOU REFER THE NOTICE TO THE FIRST-TIER TRIBUNAL HOUSING AND PROPERTY CHAMBER FOR A RENT DETERMINATION BEFORE THE DATE ON WHICH THE NEW RENT TAKES EFFECT.

4. IF YOU DECIDE TO REFER THIS NOTICE TO THE FIRST-TIER TRIBUNAL HOUSING AND PROPERTY CHAMBER YOU MUST DO SO USING FORM AT4 (OBTAINABLE FROM THE FIRST-TIER TRIBUNAL HOUSING AND PROPERTY CHAMBER, RENT SERVICE SCOTLAND, CITIZENS ADVICE BUREAU OR HOUSING ADVISORY CENTRE). THIS APPLICATION SHOULD BE MADE TO THE FIRST-TIER TRIBUNAL HOUSING AND PROPERTY CHAMBER.

IMPORTANT FOR THE ATTENTION OF TENANT(S) NOTES 5 TO 7

5. YOUR LANDLORD CANNOT INCREASE YOUR RENT BY THIS METHOD MORE THAN ONCE

6. DETACH PART 3 AND RETURN IT TO YOUR LANDLORD AS SOON AS POSSIBLE. HOWEVER IF YOU WISH TO DISCUSS THE PROPOSED NEW RENT WITH YOUR LANDLORD DO NOT COMPLETE PART 3 NOW. BUT REMEMBER IF YOU DECIDE TO REFER THE NEW RENT TO THE FIRST-TIER TRIBUNAL HOUSING AND PROPERTY CHAMBER YOU MUST DO SO BEFORE THE DATE ON WHICH THE NEW RENT IS DUE TO TAKE EFFECT.

7. THIS IS AN IMPORTANT DOCUMENT AND IT SHOULD BE KEPT IN A SAFE PLACE

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Part 3. (This part is for the use of the tenant)

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

I/We acknowledge receipt of the notice of AT9 dated..... And give you notice that

*I/We accept the new rent including council tax to apply from

.....

*I/We do not accept the new rent including council tax to apply from

..... and

Propose to refer the matter to the First-tier Tribunal Housing and Property Chamber for a rent determination.

Signed (tenant/tenant's agent)

(If the tenancy is a joint tenancy all tenants or their agents should sign)

Date.....

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

.....

.....

*delete as appropriate

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RENT (SCOTLAND) ACT 1984

NOTICE REQUIRING A LANDLORD OR TENANT

**TO SUPPLY THE FIRST-TIER TRIBUNAL HOUSING AND PROPERTY
CHAMBER WITH INFORMATION**

IMPORTANT:

This Notice is served on you by the First-tier Tribunal Housing and Property Chamber. It requires you to supply the First-tier Tribunal Housing and Property Chamber with the information detailed in Part 3 below.

This information is needed to allow the First-tier Tribunal Housing and Property Chamber to make a determination of rent as provided for by the Rent (Scotland) Act 1984. You should provide the information by the date in Part 4. Failure to provide the information may make you liable to summary conviction and a fine.

Please read this Notice carefully before responding

Part 1. To

Part 2. The Rent Officer has referred to the First-tier Tribunal Housing and Property Chamber the application for the registration of rent for the house(s) at:

(address of house(s) let under the tenancy)

Part 3. To help the First-tier Tribunal Housing and Property Chamber consider this application further information is needed from you. The further information required is:-

Part 4. You should send this information to the address given in Part 5 of this Notice by <INSERT DATE>

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

NOTE: The date must be not less than 14 days after the date on which this notice is served. If you do not comply with this Notice without reasonable excuse you will be liable on summary conviction to a fine not exceeding level 5 on the standard scale. If you are not clear exactly what information you are to provide to the First-tier Tribunal Housing and Property Chamber, please contact me immediately.

Part 5 Signed _____

for the First-tier Tribunal Housing and Property Chamber (enter Date)