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STATUTORY INSTRUMENTS

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1976 No. 1469 (S.121)

## LANDLORD AND TENANT

## RENT CONTROL, ETC. (SCOTLAND)

**The Rent Book (Forms of Notice) (Scotland) Regulations 1976***Made* - - - 1st September 1976*Laid before Parliament* 16th September 1976*Coming into Operation* 1st December 1976

In exercise of the powers conferred upon me by section 35(1)(c) of the Rent (Scotland) Act 1971 (a), as inserted by section 47 of the Housing (Financial Provisions) (Scotland) Act 1972 (b), and by sections 68(1) and 99(1)(d) of the said Act of 1971, and of all other powers enabling me in that behalf, I hereby make the following regulations:—

1. These regulations may be cited as the Rent Book (Forms of Notice) (Scotland) Regulations 1976 and shall come into operation on 1st December 1976.

2.—(1) In these regulations “the Act” means the Rent (Scotland) Act 1971.

(2) The Interpretation Act 1889 (c) shall apply for the interpretation of these regulations as it applies for the interpretation of an Act of Parliament.

3.—(1) The Rent Book (Scotland) Regulations 1972 (d), and the Rent Book (Scotland) Amendment Regulations 1973 (e) are hereby revoked.

(2) Section 38 of the Interpretation Act 1889 shall apply as if these regulations were an Act of Parliament and as if the regulations hereby revoked by these regulations were Acts of Parliament repealed by an Act of Parliament.

4.—(1) Every rent book or similar document provided by a landlord for use in respect of a dwelling, which is let on or subject to a regulated tenancy, shall contain a notice to the tenant in the form set out in Schedule 1 to these regulations, or in a form substantially to the like effect, of all the matters referred to in the said form.

(2) Any expression used in this regulation or in Schedule 1 to these regulations, which is also used in Parts III and IV of the Act, shall, unless the context otherwise requires, have the same meaning as in those Parts.

5.—(1) Every rent book or similar document provided by a landlord for use in respect of a dwelling, which is let on or subject to a controlled tenancy, shall contain a notice to the tenant in the form set out in Schedule 2 to these regulations, or in a form substantially to the like effect, of all the matters referred to in the said form.

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(a) 1971 c. 28.

(c) 1889 c. 63.

(e) S.I. 1973/1410 (1973 II, p. 4331).

(b) 1972 c. 46.

(d) S.I. 1972/1333 (1972 II, p. 4025).

(2) Any expression used in this regulation or in Schedule 2 to these regulations, which is also used in Part V of the Act, shall, unless the context otherwise requires, have the same meaning as in that Part.

6.—(1) Every rent book or similar document, required by section 98(1) of the Act to be provided by a lessor for use in respect of a dwelling under a contract to which Part VII of the Act applies, shall be in the form set out in Schedule 3 to these regulations, or in a form substantially to the like effect, and shall contain the information referred to in the said form.

(2) Any expression used in this regulation or in Schedule 3 to these regulations, which is also used in Part VII of the Act, shall, unless the context otherwise requires, have the same meaning as in that Part.

St Andrew's House,  
EDINBURGH.

1st September 1976.

*Bruce Millan*  
One of Her Majesty's Principal  
Secretaries of State.

#### *Regulation 4*

#### SCHEDULE 1

*Form of notice to be inserted in every rent book or  
similar document used in respect of a dwelling let  
on or subject to a regulated tenancy.*

#### INFORMATION FOR TENANT

**NOTE. YOUR TENANCY IS A REGULATED TENANCY. THIS AFFECTS THE RENT WHICH MAY BE LAWFULLY RECOVERED FOR THE DWELLING AND IMPOSES RESTRICTIONS UPON THE LANDLORD'S RIGHT TO RECOVER POSSESSION OF IT. THE LANDLORD MUST KEEP THE AMOUNTS IN THE ENTRIES UP TO DATE:**

1. Address of the dwelling.....  
.....
2. Name and address of landlord and of his agents (if any).....  
.....
3. RENT LAWFULLY RECOVERABLE
  - (a) If no rent has been registered for the dwelling—
    - (i) the rent payable under the tenancy is £                      per  
\*exclusive/inclusive\* of rates borne by the landlord; and
    - \* (ii) the amount (if any) of the rates payable by the landlord included in  
the rent is £                      per                      ; and
    - \* (iii) if furniture or services are provided the amount which is apportioned  
to them under the tenancy agreement is—

Furniture £..... Services.....

\*Delete if inapplicable

## (b) If a fair rent has been registered—

(i) the registered rent is £            per            (exclusive of rates)  
 (The word “variable” should be added after the amount of the registered rent if the entry in the register permits the landlord to vary the rent to take account of changes in the cost of providing services or maintaining or repairing the dwelling in accordance with the terms shown in the register, without having to have a new rent registered).

\*(ii) The landlord may increase the rent up to the registered rent only by the following annual instalments fixed under the Housing Rents and Subsidies (Scotland) Act 1975:—

From (date)		by (amount of the increase) £	per
to £	per		

From (date)		by (amount of the increase) £	per
to £	per		

From (date)		by (amount of the increase) £	per
to £	per	etc.	

\*(iii) If the rent register shows that the rates are borne by the landlord, he may charge the following additional amount for rates:—

From (date)	£	per
From (date)	£	per
From (date)	£	per

## 4. ALTERATIONS IN RENT WHERE NO RENT REGISTERED

- (a) Where no rent has been registered then, unless you enter into a rent agreement (see paragraph (c) below) the rent can only be increased under the Rent (Scotland) Act 1971 for one or more of a limited number of reasons, for example increases in respect of rates or of the cost of services provided or of improvements.
- (b) You or your landlord or both of you acting together may apply at any time to the rent officer to have a fair rent registered.
- (c) As an alternative to having a fair rent registered you and your landlord may agree to increase the rent under the existing tenancy or to enter into a new tenancy agreement at an increased rent. The agreement must be in writing and contain a conspicuous statement at the top that (1) your security of tenure will not be affected if you refuse to agree; (2) the agreement will not deprive you or the landlord of the right to apply at any time to the rent officer for registration of a fair rent; and (3) if a rent is registered any increase in rent will be subject to the phasing provisions of the Housing Rents and Subsidies (Scotland) Act 1975. The 1975 Act also imposes a maximum annual limit of £78 on increases in rent under an agreement.
- (d) The first agreement after a controlled tenancy has been converted into a regulated tenancy can only take effect provided the rent officer is satisfied that the agreed rent does not exceed a fair rent. The rent officer should be consulted about the procedure; his address can be obtained from a Citizen's Advice Bureau, Housing Aid Centre or local Council Offices.

## 5. ALTERATIONS IN RENT WHERE FAIR RENT REGISTERED

- (a) The landlord may not charge more than the registered rent (exclusive of rates), or, if the increase of rent is subject to phasing, more than is permitted

\*Delete if inapplicable

under the phasing provisions. He may add to this the amount of the rates that he pays for the dwelling if there is a note on the register that he pays the rates, (see paragraph 4 above). In certain cases the registered rent may vary to take account of changes in the cost of providing services or of maintaining or repairing the dwelling, but only if there is a note on the register to this effect (see paragraph 4 above).

- (b) The registered rent cannot be changed without applying to the rent officer. For three years after the registration took effect, no application for the registration of a different rent can be made except by you and the landlord acting jointly or where there has been a change in the circumstances which were taken into account when the rent was registered, for example, a change in the terms of the tenancy or in the furniture supplied, or in the condition of the dwelling. At the expiry of that three-year period, if you and the landlord have entered into a rent agreement, you may both apply to the rent officer for the cancellation of the registration, but the rent officer will only cancel it if he is satisfied that the agreed rent does not exceed a fair rent.
- (c) Further information on rents of regulated tenancies is set out in a booklet available free of charge from rent officers, Housing Aid Centres, Citizens' Advice Bureaux and local Council Offices.

#### 6. SUB-LETTING

- (a) If you sub-let the dwelling and you are not permitted to do this under your tenancy agreement, your landlord may apply to the sheriff for an order of possession.
- (b) If you sub-let any part of the dwelling on a regulated tenancy—
  - (i) you must give the landlord, within 14 days a statement in writing of the sub-letting, giving particulars of occupancy, including the rent charged. The penalty for failing to do this without reasonable excuse, or for giving false particulars, is a fine not exceeding £10. When you have once given the landlord the particulars, you need not do so again if the only change is a change of sub-tenant; and
  - (ii) if you overcharge your sub-tenant, the landlord may apply to the sheriff for an order for possession.

#### 7. SECURITY OF TENURE

- (a) The landlord can recover possession of a dwelling subject to a regulated tenancy only by obtaining an order for possession from the sheriff. This means that if he serves a notice to quit on you you do not have to leave by the date stated in the notice. Before you can be evicted the landlord must first get an order for possession from the sheriff. The sheriff, except in certain cases, will only grant an order for possession if he thinks it reasonable to do so and either there is suitable accommodation available for you to go to or one of a limited number of conditions is satisfied (for example you have failed to pay the rent lawfully due, or you or your family have been a nuisance or annoyance to neighbours).
- (b) To be valid a notice to quit must be in writing and give at least 4 weeks notice. The notice must also contain certain prescribed information and a notice to quit which does not provide this information is invalid. A tenancy cannot be terminated until a valid notice is served.
- (c) It is a criminal offence for the landlord or for anyone else to try to make you leave by using force, by harassing you or your family by withdrawing services, or by interfering with your home or your possessions unless authorised by the sheriff. If anyone does this, you should complain to the police.

**8. RENT ALLOWANCES**

If you consider that you cannot afford the rent which is charged you may apply to your local authority for a rent allowance. You may obtain further details of the scheme, and also details of your local authority's rate rebate scheme, from your local Council Offices, rent officer or Citizen's Advice Bureau.

*Regulation 5*

**SCHEDULE 2**

*Form of notice to be inserted in every rent book or similar document used in respect of a dwelling let on or subject to a controlled tenancy.*

**INFORMATION FOR TENANT**

**NOTE. YOUR TENANT IS A CONTROLLED TENANCY. THIS RESTRICTS THE RENT WHICH MAY BE LAWFULLY RECOVERED FOR THE DWELLING AND IMPOSES RESTRICTIONS UPON THE LANDLORD'S RIGHT TO RECOVER POSSESSION OF IT. THE LANDLORD MUST KEEP THE AMOUNTS IN THE ENTRIES UP TO DATE.**

1. Address of the dwelling.....

.....

2. Name and address of landlord and of his agents (if any).....

.....

**3. RENT LAWFULLY RECOVERABLE**

(a) The amount of the maximum rent which the landlord may lawfully recover from you is £.....per.....\*exclusive/inclusive\* of rates borne by the landlord.

\*(b) If the rent is inclusive of rates, the amount of rates included in the rent is:—  
From (date)..... £..... per.....  
From (date)..... £..... per.....  
etc.

\*(c) The rent also includes:—

(a) £..... per..... in respect of services/furniture

(b) £..... per..... in respect of improvements

(c) £..... per..... in respect of repairs

(d) If you consider that the dwelling is not in good repair or that it is in any other respect unfit for human habitation, you may apply to your local authority for a certificate of disrepair.

If the local authority grant this certificate, the landlord is not entitled to continue to charge the increase in rent for repairs permitted by section 49 of the Rent (Scotland) Act 1971 or the increase permitted by section 50 of that Act. Further information on the procedure may be obtained from the rent officer or your local authority.

(e) If you think that your landlord is not entitled to the rent being charged or that he is making an increase which is not permitted, you (or the landlord) can apply to the sheriff to determine the matter.

\*Delete if inapplicable

**4. SECURITY OF TENURE**

- (a) The landlord can recover possession of a dwelling subject to a controlled tenancy only by obtaining an order for possession from the sheriff. This means that if he serves a notice to quit on you you do not have to leave by the date stated in the notice. Before you can be evicted the landlord must first get an order for possession from the sheriff.  
The sheriff, except in certain cases, will only grant an order for possession if he thinks it reasonable to do so and either there is suitable accommodation available for you to go to or one of a limited number of conditions is satisfied (for example you have failed to pay the rent lawfully due, or you or your family have been a nuisance or annoyance to neighbours).
- (b) To be valid a notice to quit must be in writing and give at least 4 weeks' notice. The notice must also contain certain prescribed information and a notice to quit which does not provide this information is invalid. A tenancy cannot be terminated until a valid notice is served.
- (c) It is a criminal offence for the landlord or for anyone else to try to make you leave by using force, by threatening you or your family, by withdrawing services or by interfering with your home or your possessions, unless authorised by the sheriff. If anyone does this, you should complain to the police.

**5. SUB-LETTING**

- (a) If you sub-let the dwelling and you are not permitted to do so under your tenancy agreement, your landlord may apply to the sheriff for an order for possession of the dwelling.
- (b) If you sub-let part of the dwelling on a protected tenancy,
  - (i) you must give the landlord, within 14 days, a statement in writing of the sub-letting, giving particulars of occupancy, including the rent charged. The penalty for failing to do this without reasonable excuse or for giving false particulars, is a fine not exceeding £10. When you have once given the landlord the particulars, you need not do so again if the only change is a change of sub-tenant;
  - (ii) if you overcharge your sub-tenant, the landlord may apply to the sheriff for an order for possession; and
  - (iii) where the sheriff has already determined the recoverable rent for the sub-let part of the dwelling and you overcharge your sub-tenant, you may be liable to a fine of £100.

**6. RENT ALLOWANCES**

If you consider that you cannot afford the rent which is charged, you may apply to the local authority for a rent allowance. You may obtain further details of the scheme, and also details of your local authority's rate rebate scheme, from your local Council Offices, rent officer or Citizen's Advice Bureau.

**7. CONVERSION INTO REGULATION**

- (a) The tenancy will cease to be controlled and will become a regulated tenancy
  - (i) if the right to stay in the dwelling has been passed on a second time; or
  - (ii) if the local authority, upon application by the landlord, issue a qualification certificate certifying that the dwelling has all the standard amenities, meets the tolerable standard and is in good repair.
- (b) If your tenancy is converted into a regulated tenancy, your security of tenure is not affected but your rent may be increased. Further information is set out in booklets on this subject available free of charge at the offices of the rent officer, the Citizen's Advice Bureau, and the Local authority.

**8. ADVICE**

If you are in doubt as to your rights and obligations as a tenant, you may seek advice from a Citizen's Advice Bureau, Housing Aid Centre or a solicitor.

*Regulation 6*

**SCHEDULE 3**

*The form of, and the information to be contained in, every rent book or similar document required by section 98(1) of the Act to be provided for use in respect of a dwelling under a contract to which Part VII of the Act applies.*

**INFORMATION FOR TENANTS**

**NOTE: YOU OCCUPY THIS DWELLING UNDER A CONTRACT TO WHICH PART VII OF THE RENT (SCOTLAND) ACT 1971 APPLIES. THIS AFFECTS THE RENT WHICH THE LANDLORD MAY LAWFULLY RECOVER AND CONFERS A DEGREE OF SECURITY OF TENURE. THE LANDLORD MUST KEEP THE ENTRIES UP TO DATE.**

1. Address of the dwelling.....

2. Name and address of the lessor (the landlord) and of his agents (if any)  
.....

**3. RENT LAWFULLY RECOVERABLE**

The following particulars of the contract:—

- (a) (i) The rent payable under the contract is £.....per week,  
\*exclusive/inclusive\* of rates;
- (ii) Description of the dwelling to which the contract relates.....
- (iii) Particulars of any accommodation shared with other persons.....
- (iv) The furniture or services provided by the lessor and the amount (if any) of the rent which is apportioned to them under the contract  
Furniture £..... Services £.....
- (b) (i)\*A rent of £.....per week (exclusive of rates) for the dwelling comprised in the contract was approved by the.....Rent Tribunal on.....
- (ii)\*The rent for the dwelling comprised in the contract was \*reduced/increased\* by the.....Rent Tribunal to £.....(exclusive of rates) on.....
- (iii)\*Neither this contract nor any other contract relating to the premises has been referred to a Rent Tribunal.

\*Delete if inapplicable

- (c) Either you or the lessor under the contract, or the local authority, may refer the contract to a rent tribunal to fix a reasonable rent. On such a reference, the rent tribunal may approve the rent payable under the contract or may reduce or increase the rent to such sum as they consider reasonable. Any approval, reduction or increase may be limited to the rent payable in respect of a particular period.
- (d) The rent determined by the rent tribunal is registered and it then becomes a criminal offence for any person to require or receive, on account of rent for that dwelling under any contract, more than the registered rent. Any overpayment of rent may be recovered by you.
- (e) Once a rent has been registered, then for three years after the rent was last considered by the Rent Tribunal no new application for the registration of a different rent can be made, except by you and the lessor acting together, or where there has been a change in the circumstances taken into account when the rent was last considered — for example a change in the terms of the tenancy or in the furniture supplied, or in the condition of the dwelling.

#### 4 SECURITY OF TENURE

- (a) If, after the contract has been referred to a rent tribunal to fix a reasonable rent the lessor serves a notice to quit upon you at any time before the decision of the rent tribunal is given or within a period of 6 months thereafter, then the notice may not take effect before the expiry of that period, except in certain circumstances. A notice to quit must be in writing giving you at least four weeks' notice and must contain certain prescribed information.

A notice to quit which does not provide this information is invalid and a contract cannot be terminated until a valid notice is served. You may apply for a renewal of this security of tenure, before the period expires, for periods of up to 6 months at a time.

- (b) Where a notice to quit has been served and the contract has not been referred to a rent tribunal, you may still refer the contract to the rent tribunal provided you do so before the notice to quit takes effect and at the same time you may apply for a postponement of the operation of the notice for up to 6 months. You may apply for the renewal of this security of tenure, before the period expires, for periods of up to 6 months at a time.
- (c) If you have been granted security by a rent tribunal and you fail to comply with the terms of the contract or cause a nuisance or annoyance to adjoining neighbours or cause the condition of the dwelling to deteriorate, the lessor may apply to the rent tribunal or to the sheriff for a reduction of the period of security which has been afforded to you.
- (d) When the notice to quit takes effect (that is, after any period of suspension which may have been granted by the rent tribunal) the lessor is entitled, if you do not leave voluntarily to obtain an order for possession of the dwelling from the sheriff. He cannot evict you from the dwelling without such an order from the sheriff and it is a criminal offence for him or for anyone to try to make you leave by using force, by threatening you or your family, by withdrawing services or by interfering with your home or your possessions, unless authorised by the sheriff. If anyone does this, you should complain to the police.

#### 5. RENT ALLOWANCES

- (a) If you have difficulty in paying your rent, you may apply to your local authority for a rent allowance. You may obtain further details about this scheme, and also details of your local authority's rate rebate scheme, from your local Council Offices, or Citizens' Advice Bureaux.



- (b) If you would like further information about any of the foregoing, you may seek advice from the rent tribunal office, the local authority, a Citizens' Advice Bureau or a solicitor.

6. DETAILS OF WEEKLY PAYMENTS OF RENT

(Here insert the dates upon which the weekly payments of rent are made and the amount of rent which is paid.)

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EXPLANATORY NOTE

*(This Note is not part of the Regulations.)*

These Regulations supersede the Rent Book (Forms of Notice) (Scotland) Regulations 1972 and the Rent Book (Scotland) (Amendment) Regulations 1973.

The Regulations revise the form of notice to be inserted in every rent book or similar document provided by a landlord for use in respect of a dwelling let on or subject to a regulated or a controlled tenancy.

They also revise the form of, and the information to be contained in, every rent book or similar document which is required, by Section 98(1) of the Rent (Scotland) Act 1971, to be provided by a lessor for use in respect of a dwelling under a contract to which Part VII of that Act applies where the rent is payable weekly.

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