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SCOTTISH STATUTORY INSTRUMENTS

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**2016 No. 339**

**TRIBUNALS AND INQUIRIES**

**The First-tier Tribunal for Scotland Housing and Property Chamber (Procedure) Regulations 2016**

*Made* - - - - 27th October 2016  
*Laid before the Scottish Parliament* - - - - 31st October 2016  
*Coming into force* - - 1st December 2016

The Scottish Ministers make the following Regulations in exercise of the powers conferred by section 55(1) and paragraph 4(2) of schedule 9 of the Tribunals (Scotland) Act 2014<sup>(1)</sup>, sections 17(2) and (3), 19(3), 24(1) and (3), 32(2) and (4), 34(1), 48(2) and 53(3) of the Housing (Scotland) Act 1988<sup>(2)</sup>, paragraph 8(1)(a) of schedule 5 of the Rent (Scotland) Act 1984<sup>(3)</sup> and all other powers enabling them to do so.

In accordance with paragraph 4(3) of schedule 9 of the Tribunals (Scotland) Act 2014, they have consulted the President of Tribunals and such other persons as they considered appropriate.

**Citation and commencement**

1.—(1) These Regulations may be cited as the First-tier Tribunal for Scotland Housing and Property Chamber (Procedure) Regulations 2016 and the Rules set out in schedule 1 may be cited as the First-tier Tribunal for Scotland Housing and Property Chamber Rules of Procedure 2016.

(2) These Regulations come into force on 1st December 2016.

**Application of the First-tier Tribunal for Scotland Housing and Property Chamber Rules of Procedure 2016**

2. The First-tier Tribunal for Scotland Housing and Property Chamber Rules of Procedure 2016 set out in schedule 1 apply to proceedings before the First-tier Tribunal for Scotland Housing and Property Chamber when exercising the functions transferred to it by—

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(1) 2014 asp 10.  
(2) 1988 c.43. Section 17(3) was amended by paragraph 16 of schedule 6 of the Housing (Scotland) Act 2006 (asp 1) (“the 2006 Act”). Section 19(3) was amended by paragraph 85(b) of schedule 17 of the Housing Act 1988 (c.50). Section 24(1) was amended by paragraph 100(a) of schedule 11 of the Local Government and Housing Act 1989 (c.42). Sections 24(3), 34(1) and 48(2) were amended by paragraph 16 of schedule 6 of the 2006 Act. Section 55(1) contains a definition of “prescribed” relevant to the exercise of the statutory powers under which these Regulations are made. The functions of the Secretary of State were transferred to the Scottish Ministers by section 53 of the Scotland Act 1998 (c.46).  
(3) 1984 c.58. Paragraph 8(1) was amended by paragraph 5 of schedule 6 of the 2006 Act.

- (a) regulation 3(1) of the First-tier Tribunal for Scotland (Transfer of Functions of the Homeowner Housing Committees) Regulations 2016(4);
- (b) regulation 3(1) of the First-tier Tribunal for Scotland (Transfer of Functions of the Homeowner Housing Panel) Regulations 2016(5);
- (c) regulation 3(1) of the First-tier Tribunal for Scotland (Transfer of Functions of the Private Rented Housing Committees) Regulations 2016(6); or
- (d) regulation 3(1) of the First-tier Tribunal for Scotland (Transfer of Functions of the Private Rented Housing Panel) Regulations 2016(7).

### **Forms**

3. The forms set out in schedule 2 are the forms to be used for the purposes of the provisions of the Rent (Scotland) Act 1984(8) and the Housing (Scotland) Act 1988(9) which are referred to in those forms.

### **Revocations**

- 4. Schedule 3 has effect.

St Andrew's House, Edinburgh  
27th October 2016

*ANNABELLE EWING*  
Authorised to sign by the Scottish Ministers

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(4) S.S.I. 2016/335.  
(5) S.S.I. 2016/336.  
(6) S.S.I. 2016/337.  
(7) S.S.I. 2016/338.  
(8) 1984 c.58.  
(9) 1988 c.43.

## SCHEDULE 1

Regulation 2

### The First-tier Tribunal for Scotland Housing and Property Chamber Rules of Procedure 2016

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## PART 1

### General provisions

#### Interpretation

**1.**—(1) In these Rules—

“the 2014 Act” means the Tribunals (Scotland) Act 2014;

“chairing member” means the chairing member of the First-tier Tribunal, who—

- (a) where the First-tier Tribunal is composed of a legal member alone or a legal member with one or two ordinary members, is the legal member; and
- (b) where the First-tier Tribunal is composed of an ordinary member alone, is the ordinary member;

“Chamber President” means the Chamber President of the First-tier Tribunal;

“electronic communication” has the meaning given to it by section 15(1) of the Electronic Communications Act 2000<sup>(10)</sup> (general interpretation) and “electronic signature” has the same meaning as in section 7 of that Act<sup>(11)</sup>;

“First-tier Tribunal” means the First-tier Tribunal for Scotland Housing and Property Chamber;

“lay representative” means a representative of a party who is not a legal representative;

“party” includes, unless the context requires otherwise, the homeowner, the property factor, the tenant, the landlord, the third party applicant or any other person sisted to be a party to the proceedings;

“representative” means a lay representative or a legal representative of a party; and

“writing” includes an electronic communication which has been recorded and is consequently capable of being reproduced; and cognate expressions are to be construed accordingly.

(2) Where terms are used in these Rules which are defined terms in the Housing (Scotland) Act 2006 or the Property Factors (Scotland) Act 2011<sup>(12)</sup>, the definitions in those Acts in respect of those terms apply to these Rules.

#### Requirements for making an application

**2.** In relation to an application—

- (a) it is held to have been made on the date that it is lodged if, on that date, it is lodged in the prescribed manner as set out in rules 13 and 14, or 42 or 54, as appropriate;
- (b) the Chamber President or another member of the First-tier Tribunal, under the delegated powers of the Chamber President, must determine whether the application has been lodged in the prescribed manner by assessing whether all mandatory requirements for lodgement have been met; and
- (c) if it is determined that the application is not lodged in the prescribed manner, the First-tier Tribunal may request further documents, and the application shall be held to be made on the date that the First-tier Tribunal receives the last of any outstanding documents necessary to meet the prescribed manner for lodgement.

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<sup>(10)</sup> 2000 c.7.

<sup>(11)</sup> Section 7 was amended by S.I. 2016/696.

<sup>(12)</sup> 2011 asp 8.

### **The overriding objective**

- 3.—(1) The overriding objective of the First-tier Tribunal is to deal with the proceedings justly.
- (2) Dealing with the proceedings justly includes—
- (a) dealing with the proceedings in a manner which is proportionate to the complexity of the issues and the resources of the parties;
  - (b) seeking informality and flexibility in proceedings;
  - (c) ensuring, so far as practicable, that the parties are on equal footing procedurally and are able to participate fully in the proceedings, including assisting any party in the presentation of the party's case without advocating the course they should take;
  - (d) using the special expertise of the First-tier Tribunal effectively; and
  - (e) avoiding delay, so far as compatible with the proper consideration of the issues.

### **Application of the overriding objective**

- 4.—(1) The Chamber President and the First-tier Tribunal must seek to give effect to the overriding objective when—
- (a) exercising any power under these Rules; and
  - (b) interpreting any rule.
- (2) In particular the Chamber President and the First-tier Tribunal must manage the proceedings in accordance with the overriding objective.
- (3) The parties must assist the Chamber President or the First-tier Tribunal to further the overriding objective.

### **Review**

- 5.—(1) An application of a party for a review under section 43(2)(b) of the 2014 Act must be made in writing to the First-tier Tribunal within 14 days after the day of the decision and must state on what grounds the decision should be reviewed (whether on the grounds of error of fact or law or both).
- (2) If at any stage in the proceedings the First-tier Tribunal is satisfied that an application under paragraph (1) is totally without merit, it may refuse the application by giving notice to the applicant in writing that it has refused the application as totally without merit.
- (3) The First-tier Tribunal must send a copy of any application referred to in paragraph (1) to any other party involved in the proceedings within 10 working days after the day of receipt of the application.
- (4) A notice of the decision arising from a review referred to in paragraph (1) or from a review at the instance of the First-tier Tribunal itself under section 43(2)(a) of the 2014 Act and reasons for the decision must as soon as reasonably practicable be sent by the First-tier Tribunal to each party.
- (5) Where on review of any decision the First-tier Tribunal is considering setting it aside, or setting it aside and re-deciding it (but not in deciding to confirm any decision or correct some minor or accidental error contained in it) it must not set it aside, or set it aside and re-decide it, without first giving each party an opportunity to make representations to it before any decision is made to set it aside, or set it aside and re-decide it.
- (6) The members of the First-tier Tribunal making any decision in relation to a review referred to in paragraph (1) or at the instance of First-tier Tribunal itself under section 43(2)(a) of the 2014 Act must as far as reasonably practicable be the same members who made the decision to which the review relates.

(7) The First-tier Tribunal may on cause shown, if in the interests of justice, extend the period of 14 days referred to in paragraph (1).

(8) The 30 days referred to in regulation 2(1) of the Scottish Tribunals (Time Limits) Regulations 2016<sup>(13)</sup> in respect of an application to the First-tier Tribunal is extended by any review period.

(9) In this rule “review period” means the time period between an application by a party under paragraph (1) for a review or, as the case may be, the First-tier Tribunal’s decision to review a decision at its own instance under section 43(2)(a) of the 2014 Act and the receipt by a party of a notification under paragraph (4).

### **Application for permission to appeal a decision of the First-tier Tribunal**

6. An application for permission under section 46(3)(a) of the 2014 Act must be made in writing and must—

- (a) identify the decision of the First-tier Tribunal to which it relates;
- (b) identify the alleged error or errors of law in the decision; and
- (c) state the ground or grounds of appeal.

### **First-tier Tribunal’s decisions on applications for permission to appeal**

7.—(1) The First-tier Tribunal must decide whether to give permission to appeal on each ground of appeal.

(2) The First-tier Tribunal must provide a record of its decision to the parties and any interested party as soon as reasonably practicable.

(3) If the First-tier Tribunal refuses permission on a ground of appeal it must provide with the record of its decision—

- (a) a statement of its reasons for such a refusal; and
- (b) notification of the right to make an application to the Upper Tribunal for permission to appeal and the time within which, and the method by which, such an application must be made.

### **Representatives**

8.—(1) A party may be represented in any proceedings by a legal representative or lay representative whose details must be communicated to the First-tier Tribunal prior to any hearing.

(2) A party may show any document or communicate any information about the proceedings to that party’s legal representative or lay representative without contravening any prohibition or restriction on disclosure of the document or information.

(3) Where a document or information is disclosed under paragraph (2), the legal representative or lay representative is subject to any prohibition or restriction on disclosure in the same way that the party is.

(4) Anything permitted or required to be done by a party under these Rules, a practice direction or an order may be done by a lay representative, except signing of an affidavit or precognition.

(5) The First-tier Tribunal may order that a lay representative is not to represent a party if—

- (a) it is of the opinion that the lay representative is an unsuitable person to act as a lay representative (whether generally or in the proceedings concerned); or
- (b) it is satisfied that to do so would be in the interests of the efficient administration of justice.

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(13) S.S.I. 2016/231.

### **Supporters**

- 9.**—(1) A party who is an individual may be accompanied by another person to act as a supporter.
- (2) A supporter may assist the party by—
- (a) providing moral support;
  - (b) helping to manage tribunal documents and other papers;
  - (c) taking notes of the proceedings;
  - (d) quietly advising on—
    - (i) points of law and procedure;
    - (ii) issues which the party might wish to raise with the tribunal.
- (3) A party may show any document or communicate any information about the proceedings to that party's supporter without contravening any prohibition or restriction on disclosure of the document or information.
- (4) Where a document or information is disclosed under paragraph (3), the supporter is subject to any prohibition or restriction on disclosure in the same way that the party is.
- (5) A supporter may not represent the party.
- (6) The First-tier Tribunal may order that a person is not to act as a supporter of a party if—
- (a) it is of the opinion that the supporter is an unsuitable person to act as a supporter (whether generally or in the proceedings concerned); or
  - (b) it is satisfied that to do so would be in the interests of the efficient administration of justice.

### **Expenses**

- 10.**—(1) The First-tier Tribunal may award expenses as taxed by the Auditor of the Court of Session against a party but only where that party through unreasonable behaviour in the conduct of a case has put the other party or parties to unnecessary or unreasonable expense.
- (2) Where expenses are awarded under paragraph (1), the amount of the expenses awarded and recoverable under that paragraph shall be the amount of expenses required to cover any unnecessary or unreasonable expense incurred by the party or parties in whose favour the order for expenses is made.

### **Prohibition on recording of proceedings by parties**

- 11.** The First-tier Tribunal may prohibit photography, or any audio or visual recording of the proceedings, except in so far as is required to make reasonable adjustments to accommodate the disability of a party or a party's representative or supporter.

## **PART 2**

### **Procedure in respect of homeowner applications**

#### **Application of Part 2 and interpretation**

- 12.**—(1) This Part of the Rules applies to proceedings before the First-tier Tribunal when exercising the functions transferred to it by—



- (a) regulation 3(1) of the First-tier Tribunal for Scotland (Transfer of Functions of the Homeowner Housing Committees) Regulations 2016<sup>(14)</sup>;
  - (b) regulation 3(1) of the First-tier Tribunal for Scotland (Transfer of Functions of the Homeowner Housing Panel) Regulations 2016<sup>(15)</sup>;
- (2) In this Part of the Rules—
- “the Act” means the Property Factors (Scotland) Act 2011<sup>(16)</sup>;
  - “application” means an application under section 17(1) of the Act;
  - “hearing” includes any resumed hearing;
  - “homeowner’s concern” means the homeowner’s reason for considering that the property factor has failed to carry out the property factor’s duties or, as the case may be, to comply with the section 14 duty;
  - “the proceedings” means the proceedings in relation to the making of a decision under section 19(1), 21(1) or 23(1) of the Act (including any preliminary issue);
  - “property factor enforcement order” has the meaning given to it by section 20 of the Act; and
  - “the section 14 duty” means the duty imposed by section 14 of the Act.

### **Applications**

- 13.**—(1) An application must be in writing.
- (2) In addition to the homeowner’s reasons as required by section 17(2) of the Act the application must state—
- (a) the name and address of the homeowner;
  - (b) that the application is made under section 17(1) of the Act;
  - (c) the name, address and profession of the representative of the homeowner, if any;
  - (d) the name of the property factor and, if known, the registered number of the property factor;
  - (e) the address of the property factor or, if known, the name, address and profession of the property factor’s representative, if any; and
  - (f) the homeowner’s reasons for considering that the property factor has failed to resolve the homeowner’s concern.
- (3) The application must be signed and dated by the homeowner or by the representative of the homeowner, if any.

### **Required attachments to application**

- 14.** The homeowner must attach to the application a copy of—
- (a) the notification from the homeowner to the property factor for the purposes of section 17(3) (a) of the Act;
  - (b) any response in writing provided by or on behalf of the property factor to that notification;
  - (c) any other correspondence between the homeowner and the property factor relating to the homeowner’s concern; and
  - (d) any statement of services provided by the property factor to the homeowner as required by the property factor code of conduct.

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<sup>(14)</sup> S.S.I. 2016/335.

<sup>(15)</sup> S.S.I. 2016/336.

<sup>(16)</sup> 2011 asp.8

### **Notification of referral to the First-tier Tribunal**

**15.**—(1) Where an application is referred to the First-tier Tribunal under section 18(1)(a) of the Act, the First-tier Tribunal must, as soon as practicable after receiving the reference, give notice to each party (or any representative)—

- (a) setting out the detail of the application in such manner as the First-tier Tribunal thinks fit; and
  - (b) specifying the day by which any written representations must be made.
- (2) The day specified for the purposes of paragraph (1)(b)—
- (a) must be at least 14 days after the day on which the notice is given; and
  - (b) may, at the request of any party, be changed to such later day as the First-tier Tribunal thinks fit.
- (3) The First-tier Tribunal must notify each party of a change mentioned in paragraph (2)(b).

### **Hearing applications together**

**16.**—(1) The First-tier Tribunal may direct two or more applications to be heard together where—

- (a) the applications have been made by the same homeowner and relate to the same property factor; or
- (b) the applications have been made by different homeowners and relate to the same property factor.

(2) The First-tier Tribunal may require the parties to take the necessary steps to enable two or more applications to be heard together.

### **Inquiries**

**17.**—(1) The First-tier Tribunal may make such inquiries as it thinks fit for the purpose of exercising its functions under the Act.

(2) Inquiries may be made about matters other than those to which an application relates.

(3) Inquiries must include—

- (a) consideration of any timeous written representation made by or on behalf of the homeowner and the property factor;
- (b) where an oral hearing takes place, hearing any oral representation made by or on behalf of the homeowner or the property factor; and
- (c) consideration of any report instructed by the First-tier Tribunal about any of the matters referred to in the application.

(4) A representation is timeous if it is received—

- (a) by the day specified in the notice given under rule 15(1)(b);
- (b) where a later day is specified in a notice given under rule 15(2)(b), by that later day; or
- (c) by any later date if the First-tier Tribunal is satisfied that there is good reason for the delay.

### **Evidence**

**18.**—(1) The First-tier Tribunal may, for the purposes of making inquiries, require the property factor, the homeowner or any other person—

- (a) to attend a hearing of the First-tier Tribunal at such time and place as the First-tier Tribunal may specify for the purposes of giving evidence;

(b) to give the First-tier Tribunal, by such day as it may specify, such documents or information as it may reasonably require.

(2) Paragraph (1) does not authorise the First-tier Tribunal to require any person to answer any question or to disclose anything which the person would be entitled to refuse to answer or disclose on grounds of confidentiality in civil proceedings in a court in Scotland.

(3) Where the First-tier Tribunal has set time limits for the lodging and serving of written evidence, it must not consider any written evidence which is not lodged or served in accordance with those time limits unless satisfied that there is good reason to do so.

(4) Where a party seeks to rely upon a copy of a document as evidence, the First-tier Tribunal may require the original document to be produced.

### **Lodging of documents etc.**

**19.**—(1) Except as otherwise provided in these Rules or as specified by the First-tier Tribunal, a party must send to the First-tier Tribunal no later than 7 days prior to any hearing—

- (a) a list of any documents and copies of the documents that the party wishes to rely upon; and
- (b) a list of any witnesses that the party wishes to call to give evidence.

(2) Where a party seeks to rely upon a document not produced in accordance with paragraph (1), the First-tier Tribunal may allow the document to be lodged if it is satisfied that there is good reason to do so.

(3) In determining whether to allow a document to be lodged late, the First-tier Tribunal will have regard to whether to do so is fair in all the circumstances.

### **Directions**

**20.**—(1) Except as otherwise provided for in these Rules, the First-tier Tribunal may at any time either on its own initiative, or on the application of any party, give directions to the parties relating to the conduct or progress of the proceedings.

(2) Directions may be given orally or in writing and must be intimated to all parties.

(3) Directions of the First-tier Tribunal may, in particular—

- (a) relate to any matter concerning the preparation for a hearing;
- (b) specify the length of time allowed for something to be done;
- (c) vary any time limit in a direction previously given by the First-tier Tribunal for anything to be done by a party;
- (d) provide for—
  - (i) a particular matter to be dealt with as a preliminary issue;
  - (ii) a party to provide further details of that party's case, or any other information or document which appears to be necessary for the determination of the application;
  - (iii) a witness to be heard;
  - (iv) the manner in which evidence is to be given;
- (e) require a party to lodge and serve—
  - (i) a statement of evidence which is to be given at a hearing;
  - (ii) a skeleton argument which summarises submissions to be made at a hearing and cites all the authorities which will be relied on, identifying any particular passages to be relied upon.

(4) When making directions the First-tier Tribunal must take into account the ability of parties to comply with the directions.

### **Withdrawal of the application**

**21.** At any time, a homeowner may withdraw an application either orally at a hearing or by notifying in writing the First-tier Tribunal and the other parties.

### **Inspections**

**22.—(1)** An inspection of the land to which the application relates may be carried out at any time during the proceedings.

(2) The First-tier Tribunal may make or commission such further inspections as it considers appropriate to enable it to determine whether the property factor has complied with a property factor enforcement order.

(3) An inspection may be carried out by one or more members of the First-tier Tribunal, or by one member alone, or by any person authorised by the First-tier Tribunal to carry out such an inspection.

(4) The First-tier Tribunal must give in writing sufficient notice of an inspection to the party or parties.

(5) The parties and the representative of each party, if any, are entitled to attend the inspection.

### **Hearings**

**23.—(1)** The First-tier Tribunal must give not less than 14 days' notice in writing to the parties of the date, time and place of a hearing.

(2) A hearing must be held in public unless the First-tier Tribunal, on its own initiative or on an application by a party, decides that it is necessary to do otherwise to ensure a fair hearing.

(3) The First-tier Tribunal may hold a hearing and receive evidence by telephone, through a video link or by using any other method of communication if the First-tier Tribunal is satisfied that this would not prejudice the administration of justice and that there is no important public interest consideration which requires a hearing in person.

(4) At a hearing—

(a) a party or a party's representative may conduct the party's case;

(b) the parties will be heard in such order and, subject to the provisions of these Rules, according to such procedure as the First-tier Tribunal determines;

(c) a party may make representations, lead or produce evidence, and question any witness called by another party.

(5) The First-tier Tribunal may exclude from the hearing a person who is to appear as a witness until such time as that person gives evidence if it considers it is fair in all the circumstances to do so.

(6) The First-tier Tribunal at its discretion may, on its own initiative or on an application by a party, at any time and from time to time, postpone or adjourn a hearing, subject to rule 26.

(7) The First-tier Tribunal must give to the parties sufficient notice of any postponed or adjourned hearing.

### **Power to determine the proceedings without an oral hearing**

**24.—(1)** Subject to paragraph (2), the First-tier Tribunal may make a decision under section 19(1) of the Act (including on a preliminary issue) without an oral hearing if—

(a) the parties agree in writing to dispense with an oral hearing;

- (b) the First-tier Tribunal considers that, having regard to the nature of the issues raised in the proceedings, sufficient evidence is available to enable it to come to a decision; and
- (c) to do so will not, in the view of the First-tier Tribunal, be contrary to the interests of the parties.

(2) Before making a decision under paragraph (1), the First-tier Tribunal must consider any written representations submitted by the parties.

### **Exclusion of persons disrupting proceedings**

**25.**—(1) Without prejudice to any other powers it has, the First-tier Tribunal may exclude from any hearing or part of it—

- (a) any person (including a party, a representative or a supporter) whose conduct has disrupted the hearing or is likely, in the opinion of the First-tier Tribunal, to disrupt the hearing;
- (b) any person (including any party, representative or supporter) whose presence is likely, in the opinion of the First-tier Tribunal, to make it difficult for any other person to make representations or present evidence necessary for the proper conduct of the hearing.

(2) In deciding whether to exercise the power conferred by paragraph (1) the First-tier Tribunal must, apart from other considerations, have regard to—

- (a) the interests of the parties; and
- (b) in the case of the exclusion of a party or a representative of a party, whether the party will be adequately represented.

(3) If the First-tier Tribunal decides to exclude a party it must allow any representative of that party sufficient opportunity to consult the party.

### **Adjournment of a hearing on an application by a party**

**26.**—(1) Where a party requests an adjournment of a hearing, the party must—

- (a) if practicable, notify all other parties of the application for adjournment;
- (b) show good reason why an adjournment is necessary; and
- (c) produce evidence of any fact or matter relied upon in support of the application for adjournment.

(2) The First-tier Tribunal must not adjourn a hearing at the request of a party unless it is satisfied that it cannot otherwise deal with the proceedings justly.

(3) The First-tier Tribunal must not adjourn a hearing on the application of a party in order to allow the party more time to produce evidence, unless satisfied that—

- (a) the evidence relates to a matter in dispute;
- (b) it would be unjust to decide the case without permitting the party a further opportunity to produce the evidence; and
- (c) where the party has failed to comply with directions for the production of the evidence, the party has provided a satisfactory explanation.

### **Amendment**

**27.**—(1) No application once made to the First-tier Tribunal may be amended to refer to any failure by the property factor which is not referred to in the notification from the homeowner to the property factor for the purposes of section 17(3)(a) of the Act.

(2) A party may amend that party's application or written representations relating to the proceedings only with the consent of the First-tier Tribunal and on such conditions as the First-tier Tribunal thinks fit.

(3) Except where paragraph (4) applies, where amendment is allowed by the First-tier Tribunal, the First-tier Tribunal must intimate the amendment in writing to the other party or parties as soon as practicable.

(4) Where amendment is allowed by the First-tier Tribunal in the course of a hearing, the terms of the amendment can be made orally in the presence of the other party or parties and noted by the First-tier Tribunal.

### **Hearing case in the absence of a party**

**28.** If a party or a party's representative does not appear at a hearing the First-tier Tribunal, on being satisfied that the requirements of rule 23(1) regarding the giving of notice of a hearing have been duly complied with, may proceed to make a decision upon the representations of any party present and all the material before it.

### **Absence of a member of the First-tier Tribunal**

**29.** If, at or after the beginning of a hearing, a member of the First-tier Tribunal other than the chairing member is absent, the hearing may, with the consent of the parties, be conducted by the chairing member sitting alone or alongside another member and in that event the hearing will be deemed to be properly constituted.

### **Death or incapacity of a homeowner or property factor**

**30.—**(1) Where a homeowner or property factor dies or becomes legally incapacitated while the proceedings are pending, a person claiming to represent the party or that party's estate may apply to the First-tier Tribunal to be permitted to be sisted as a party to the proceedings.

(2) The First-tier Tribunal may continue to consider the proceedings despite the death or legal incapacity of the homeowner or the property factor and may allow that representative or successor to become a party to the proceedings.

### **Decisions on section 14 duty and compliance with property factor enforcement orders etc.**

**31.—**(1) This rule applies to any decision of the First-tier Tribunal under section 19(1), 21(1) or 23(1) of the Act.

(2) Any decision of the First-tier Tribunal—

- (a) must be reached by the majority but, where the First-tier Tribunal is constituted by two members, the chairing member has the decisive vote; and
- (b) must be recorded in writing in a document which—
  - (i) contains a full statement of the facts found by the First-tier Tribunal and the reasons for its decision;
  - (ii) refers to the right of appeal to the Upper Tribunal under section 46(1) of the 2014 Act; and
  - (iii) is signed by the chairing member (or, in the event of absence or incapacity of the chairing member, by another member of the First-tier Tribunal).

(3) The First-tier Tribunal must, as soon as reasonably practicable, make a decision by giving notice of the decision to the parties.

(4) Such a notice must be accompanied by—

- (a) the document mentioned in paragraph (2)(b);
  - (b) the property factor enforcement order or proposed property factor enforcement order, if any; and
  - (c) any report which the First-tier Tribunal considered before making the decision.
- (5) The decision of the First-tier Tribunal and a statement of reasons are to be made publicly available.

### Signature of documents

**32.** A requirement in these Rules for a document to be signed by a person is satisfied, in the case of a document which is transmitted by electronic communication in accordance with these Rules, by electronic signature of the person who is required to sign the document.

### Transitional

**33.—**(1) Subject to paragraph (2), no application may be made for a determination on whether there was a failure before 1st October 2012 to carry out a property factor’s duties.

(2) The Chamber President and the First-tier Tribunal may take into account any circumstances occurring before 1st October 2012 in determining whether there has been a continuing failure to act after that date.

## PART 3

### Procedure in respect of private rented applications

#### *Procedure common to proceedings in respect of private rented applications*

### Application of this Part of the Rules

**34.** This Part of the Rules applies to proceedings before the First-tier Tribunal when exercising the functions transferred to it by—

- (a) regulation 3(1) of the First-tier Tribunal for Scotland (Transfer of Functions of the Private Rented Housing Committees) Regulations 2016(17); or
- (b) regulation 3(1) of the First-tier Tribunal for Scotland (Transfer of Functions of the Private Rented Housing Panel) Regulations 2016(18).

### Interpretation

**35.** In this Part of the Rules—

“the Act” means the Housing (Scotland) Act 2006(19);

“the 1984 Act” means the Rent (Scotland) Act 1984(20);

“the 1988 Act” means the Housing (Scotland) Act 1988(21);

“application” means an application under sections 22(1) or (1A)(22) or 28A(23) of the Act;

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(17) S.S.I. 2016/337.

(18) S.S.I. 2016/338.

(19) 2006 asp 1.

(20) 1984 c.58

(21) 1988 c.43.

(22) Section 22(1A) was inserted by section 25(1)(a) of the Housing (Scotland) Act 2014 (asp 14).

“assured tenancy” and “short assured tenancy” have the meanings assigned to them respectively by sections 12 and 32 of the 1988 Act and “statutory assured tenancy” has the meaning assigned to it by section 16 of the 1988 Act;

“assured tenancy reference to the First-tier Tribunal” means—

- (a) a reference by a landlord or a tenant under section 17(3) of the 1988 Act of a notice which has been served under section 17(2) of that Act (notice proposing terms of a statutory assured tenancy and, if appropriate, an adjustment of the rent to take account of the proposed terms);
- (b) a reference by a tenant under section 24(3) of the 1988 Act of a notice which has been served under section 24(1) of that Act (notice proposing an increase in rent under an assured tenancy);
- (c) a reference by a tenant under section 25A(4)(a)(24) of the 1988 Act of a notice which has been served on the tenant under section 25A(2) of that Act (notice proposing a new rent to take account of any sums payable by the tenant to the landlord in respect of council tax);
- (d) an application by a tenant under section 34(1) of the 1988 Act (application for a determination of the rent which the landlord might reasonably be expected to obtain under a short assured tenancy);

“dwelling-house” has the meaning given to it by section 17(7) of the 1984 Act;

“house” has the meaning given to it by section 194 of the Act;

“landlord” has the meaning given to it by section 194 of the Act;

“landlord’s duty” means the duty imposed by section 14(1) of the Act;

“the landlord’s right of entry” means the landlord’s right of entry to the house concerned under section 181(4) of the Act;

“living accommodation” has the meaning given to it by section 194 of the Act;

“Part VII contract” means a contract within the meaning of section 63(7) of the 1984 Act which has been referred by a party to the First-tier Tribunal under section 65 or 68 of that Act;

“proceedings” means the proceedings in relation to the making of a decision under section 23(1), 24(1), 25(1) or 26(1) or paragraph 7(2) or (3) of schedule 2 of the Act (including any preliminary issue);

“regulated tenancy reference” means a matter which is referred by a rent officer to the First-tier Tribunal under paragraph 7 or 12 of schedule 5 of the 1984 Act or an application for a certificate of fair rent which is referred by a rent officer to the First-tier Tribunal under paragraph 2 or 6 of schedule 6 of the 1984 Act or a Part VII contract;

“repairing standard enforcement order” means an order made under section 24 of the Act;

“section 14 duty” means the duty imposed by section 14(1) of the Act;

“tenancy” has the meaning given to it by section 194 of the Act;

“tenant” has the meaning given to it by section 194 of the Act; and

“third party applicant” has the meaning given to it by section 22(1A) of the Act.

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(23) Section 28A was inserted by section 35(4) of the Private Rented Housing (Scotland) Act 2011 (asp 14).

(24) section 25A was inserted by S.S.I. 1993/658 and amended by paragraph 16 of schedule 6 of the Housing (Scotland) Act 2006 (asp 1).



## Service

**36.—**(1) Where any formal communication requires to be served upon the parties, it shall be deemed to have been served on a party if it is served on a person who is acting as the representative of that party.

(2) A member of staff of the Scottish Courts and Tribunals Service may send a formal communication on behalf of the First-tier Tribunal.

(3) Any requirement in these Rules for a document to be signed by a person is satisfied, in the case of a document which is transmitted by electronic communication in accordance with these Rules, by electronic signature of the person who is required to sign the document.

## Hearing two or more applications together

**37.—**(1) The First-tier Tribunal may direct two or more applications or an application and an assured or regulated tenancy reference to be heard together where they are under consideration by the First-tier Tribunal at the same time and relate to the same—

- (a) property; or
- (b) required work.

(2) The First-tier Tribunal may require the parties to take any steps necessary to enable two or more applications to be heard together.

## Directions

**38.—**(1) On its own initiative or on the application of a party, the First-tier Tribunal may give directions to the parties relating to the conduct or progress of an application or an assured or regulated tenancy reference.

(2) The power to give directions is to be exercised subject to other provision in these Rules.

(3) Directions may be given orally or in writing and must be intimated to every party.

(4) Directions of the First-tier Tribunal may, in particular—

- (a) relate to any matter concerning the preparation for a hearing;
- (b) set time limits for something to be done;
- (c) vary any time limit given in a previous direction;
- (d) provide for—
  - (i) a matter to be dealt with as a preliminary issue;
  - (ii) a party to provide further details of that party's case, or other information which appears to be necessary for the determination of the application or the assured or regulated tenancy reference;
  - (iii) witnesses to be heard;
  - (iv) the manner in which evidence is to be given;
- (e) require a party to lodge and serve—
  - (i) statements of evidence which will be put forward at the hearing;
  - (ii) a paginated and indexed bundle of all the documents which will be relied on at the hearing;
  - (iii) a skeleton argument which summarises the submissions which will be made at the hearing and cites all the authorities which will be relied on, clearly identifying particular passages to be relied on;
  - (iv) a list of witnesses whom a party wishes to call to give evidence.

(5) When making directions the First-tier Tribunal must take into account the ability of parties to comply with the directions.

### **Evidence**

**39.**—(1) The First-tier Tribunal must allow no less than 5 working days when requiring production of documents or information.

(2) The First-tier Tribunal must not consider written evidence which is lodged or served outwith a time limit it has set unless satisfied that there is good reason to do so.

(3) Where a party seeks to rely on a copy of a document as evidence, the First-tier Tribunal may require the original document to be produced.

(4) The First-tier Tribunal may allow evidence to be heard on any matter the First-tier Tribunal considers to be relevant whether or not this matter has been specified in the written representations.

### **Withdrawal of applications**

**40.**—(1) An application or an assured or regulated tenancy reference may be withdrawn by the applicant or landlord orally at a hearing or in writing by serving a notice of withdrawal on the landlord or tenant and the First-tier Tribunal.

(2) A notice of withdrawal must be in writing and may be made on a form obtained from the First-tier Tribunal.

### **Exclusion of persons disrupting proceedings**

**41.**—(1) Without prejudice to any other powers it may have, the First-tier Tribunal may exclude from a hearing, or part of it, a person whose conduct has disrupted the hearing or whose conduct has otherwise interfered with the administration of justice.

(2) In deciding whether to exercise the power conferred by paragraph (1) the First-tier Tribunal must, in particular, have regard to—

- (a) the interests of the parties; and
- (b) in the case of the exclusion of a party or a representative, whether the party will be adequately represented.

(3) If the First-tier Tribunal decides to exclude a party it must allow that party's representative sufficient opportunity to consult the party.

### *Procedure in respect of Repairing Standard Applications*

#### **Applications under section 22(1) or (1A) of the Act**

**42.**—(1) An application under section 22(1) or (1A) of the Act must be by written notice and may be made on a form obtained from the First-tier Tribunal.

(2) Where a tenant makes an application under section 22(1) of the Act—

- (a) in addition to the tenant's reasons as required by section 22(2) of the Act (reasons for considering that the landlord has failed to comply with the landlord's duty), the application must state—
  - (i) the name and address of the tenant;
  - (ii) that the application is made under section 22(1) of the Act;
  - (iii) the name, address, and profession of any representative of the tenant;

- (iv) the name of the landlord;
  - (v) the address of the landlord or, if known, the name, address and profession of any representative of the landlord;
  - (vi) the landlord's registration number, if known;
  - (vii) the nature of the work requiring to be done;
  - (viii) that the landlord has been notified of the work; and
- (b) the application must be signed by the tenant or by a representative of the tenant.
- (3) Where a third party applicant makes an application under section 22(1A)—
- (a) in addition to the third party applicant's reasons as required by section 22(2) of the Act, the application must state—
    - (i) the name and address of the third party applicant;
    - (ii) that the application is made under section 22(1A) of the Act;
    - (iii) the name and address of the tenant;
    - (iv) if known, the name, address and profession of any representative of the tenant;
    - (v) if known, whether or not the tenant wants to be a party to the proceedings;
    - (vi) the name of the landlord;
    - (vii) the address of the landlord or, if known, the name, address and profession of any representative of the landlord;
    - (viii) the landlord's registration number, if known;
    - (ix) the nature of the work requiring to be done;
    - (x) that the landlord has been notified of the work; and
  - (b) the application must be signed by the third party applicant or by a representative of the third party applicant.
- (4) Where a property fails to meet the repairing standard in more than one respect, the applicant may raise multiple issues relating to the repairing standard in one application.
- (5) The application must be accompanied by—
- (a) a copy of the lease or tenancy agreement, or if these are not available as much information about the tenancy as the applicant can give; and
  - (b) a copy of the notification referred to in paragraph (2)(a)(viii) or (3)(a)(x) and any subsequent correspondence relating to that notification.

## **Mediation**

**43.** In cases identified by the Chamber President as suitable for mediation, the First-tier Tribunal must—

- (a) bring to the attention of the parties the availability of mediation as an alternative procedure for the resolution of the dispute;
- (b) provide information explaining what mediation involves; and
- (c) if the parties consent to mediation, facilitate that mediation.

## **Need for additional work**

**44.** Where further relevant issues come to light in the course of investigation by the First-tier Tribunal, the tenant or third party applicant may make a further application in respect of those issues,

but may not do so until that person has notified the landlord that further work requires to be done for the purposes of compliance with the landlord's duty.

### **Procedure for further applications**

**45.**—(1) Any application under rule 44 must provide the information set out in rule 42(2) or, as the case may be, rule 42(3), and must follow the same procedure as the original application, except that any time scales applicable may be shortened with the consent of the parties.

(2) If the members of the First-tier Tribunal dealing with the original application are satisfied that it is expedient that the further application be made by way of amendment to the original application, they may allow such an amendment.

(3) The First-tier Tribunal must give suitable directions to the parties to ensure that the amended application is properly and fairly considered.

### **Inspections**

**46.**—(1) An inspection of the property may be carried out before or during the hearing or after an adjournment of the hearing, or at such stage in relation to consideration of the written representations as the First-tier Tribunal shall determine.

(2) The First-tier Tribunal may make or commission such further inspections as it considers appropriate to enable it to determine whether or not the work required by a repairing standard enforcement order has been completed adequately, or to decide whether to grant a certificate under section 60 of the Act in relation to the work required by any such order.

(3) An inspection may be carried out by the First-tier Tribunal, a member of the First-tier Tribunal or any person authorised to do so by the First-tier Tribunal or the Chamber President.

(4) The First-tier Tribunal must give sufficient written notice of an inspection to the party or parties.

(5) Each party and any representative of a party are entitled to attend the inspection.

### **Hearings**

**47.**—(1) The First-tier Tribunal must give each party reasonable notice of the time and place of the hearing (including any adjourned or postponed hearing) and any changes to the time and place of the hearing.

(2) The notice period for a hearing must be no less than 10 working days from the date of receipt of the notice, unless the parties consent to a shorter period or there are urgent or exceptional circumstances.

(3) A hearing must be in public unless the First-tier Tribunal decides that exclusion of the public is appropriate.

(4) At a hearing—

(a) a party or a party's representative may conduct the party's case;

(b) the parties shall be heard in such order and, subject to the provisions of these Rules, the procedure shall be such as the First-tier Tribunal shall determine;

(c) a party may call witnesses, give evidence on his or her own behalf and cross-examine witnesses called by any other party.

(5) The First-tier Tribunal may postpone or adjourn a hearing, subject to rule 48.

## **Adjournment**

- 48.**—(1) Where a party applies for an adjournment of a hearing, that party must—
- (a) if practicable, notify all other parties of the application for adjournment;
  - (b) show good reason why an adjournment is necessary; and
  - (c) produce evidence of any fact or matter relied on in support of the application for adjournment.
- (2) The First-tier Tribunal may only adjourn a hearing at the request of a party if satisfied that the application cannot otherwise be justly determined.
- (3) If the reason for such an adjournment is to allow the party more time to produce evidence, the First-tier Tribunal may only adjourn the hearing if satisfied that—
- (a) the evidence relates to a matter in dispute;
  - (b) it would be unjust to determine the case without permitting the party to produce the evidence; and
  - (c) where the party has failed to comply with directions for the production of the evidence, the party has provided a satisfactory explanation for that failure.

## **Amendment**

- 49.**—(1) Subject to rule 50 and on such conditions as the First-tier Tribunal thinks fit, a party may amend that party's written representations—
- (a) any time up to 5 working days prior to the date fixed for a hearing;
  - (b) within 5 working days prior to the date fixed for the hearing or during the hearing, with the consent of the First-tier Tribunal.
- (2) Such amendment must be in writing unless it is made during the hearing, in which case the terms of the amendment may be stated orally in the presence of the other party or parties and noted by the First-tier Tribunal.
- (3) On receipt of a written amendment, the First-tier Tribunal must intimate the amendment to the other party or parties in writing.

## **Amendment to the party's written representations raising new issues of disrepair**

- 50.**—(1) Where the effect of any proposed amendment to written representations by the applicant would be to introduce a new issue of disrepair, such amendment may only be made with the consent of the First-tier Tribunal and on such conditions as the First-tier Tribunal thinks fit.
- (2) Such an amendment may only be made if the applicant has notified the landlord that further work requires to be done for the purposes of complying with the landlord's duty.
- (3) Where an application is amended to include a new issue of disrepair, the landlord may make written representations in response to the amendment, or request the opportunity to make oral representations, by a specified date not less than 14 days from the date on which intimation of the amendment is served.
- (4) The applicant may also make further written representations or request the opportunity to make oral representations, by the specified date.
- (5) The date by which such representations must be made may, at the request of a party, be changed to such later date as the First-tier Tribunal thinks fit.
- (6) The First-tier Tribunal must notify all parties of any change under paragraph (5).

(7) Where an application is amended to include a new issue of disrepair and the landlord requests further time to complete the work necessary to effect the repair, the First-tier Tribunal must allow such further time as it considers reasonable for that work to be completed.

(8) The period of time allowed under paragraph (7) must not be less than 14 days unless the First-tier Tribunal considers that the repair is urgent.

### **Hearing case in the absence of a party**

**51.** If a party or a party's representative does not appear at a hearing, the First-tier Tribunal, on being satisfied that the requirements of rule 47 regarding the giving of notice of a hearing have been duly complied with, may proceed to deal with the application upon the representations of any party present and all the material before it.

### **Voting for and giving of decision**

**52.**—(1) The decision of the First-tier Tribunal on an application must be made by majority but, in the event of a tie, the chairing member has a casting vote.

(2) The decision must be recorded in a document signed by the chairing member.

(3) A statement of reasons must be prepared by the chairing member with the assistance of the other members of the First-tier Tribunal.

(4) Where the decision of the First-tier Tribunal is not unanimous, the chairing member must give a brief note of the opinion of the minority.

(5) In the absence or incapacity of the chairing member, the chairing member's functions under this rule may be carried out by another member of the First-tier Tribunal.

(6) The decision of the First-tier Tribunal, statement of reasons and note under paragraph (4) must be published.

### **Death, insolvency or incapacity of a party**

**53.**—(1) Where a party dies, becomes insolvent, or becomes subject to a legal incapacity, while an application is under consideration, a person claiming to represent that party or that party's estate may apply to be a party to the cause.

(2) For the purposes of paragraph (1) a person is insolvent if—

(a) the person's estate is sequestered;

(b) the person has granted a trust deed for creditors; or

(c) the person is the subject of another kind of arrangement analogous to those described in sub-paragraphs (a) and (b), anywhere in the world.

(3) The First-tier Tribunal may continue to consider and determine the application despite the death, insolvency or legal incapacity of either the landlord or the tenant.

### *Procedure in respect of Landlord applications to the First-tier Tribunal*

#### **Application**

**54.**—(1) An application under section 28A of the Act must be made by written notice, and may be made on a form obtained from the First-tier Tribunal.

(2) The application must state—

(a) the name and address of the landlord;

- (b) that the application is made under section 28A of the Act;
  - (c) the address of the house in respect of which the application is made;
  - (d) the name, address and profession of any representative appointed by the landlord;
  - (e) a telephone number to enable contact to be made with the landlord or any representative appointed by the landlord and any email address which may be used for such contact;
  - (f) the landlord registration number of the landlord or that an application for registration has been made in accordance with section 83 of the Antisocial Behaviour etc. (Scotland) Act 2004<sup>(25)</sup> and has not been determined;
  - (g) the name, telephone number (if known), and email address (if known) of the tenant;
  - (h) that the tenant has been notified in writing that the landlord wishes to exercise the landlord's right of entry;
  - (i) that entry to the house is sought for the purpose of paragraph (a) of section 181(4) of the Act or of paragraph (b) of that section or of both;
  - (j) whether or not the landlord has, within the 12 months prior to the date of making of the application, made another application under section 28A of the Act in respect of the same house; and
  - (k) the name of any person the landlord intends to authorise to enter the house.
- (3) The application must be signed and dated by the landlord or by any representative appointed by the landlord.
- (4) The application must be accompanied by—
- (a) a copy of the lease or the tenancy agreement or, if these are not available, as much information about the tenancy as the landlord can give; and
  - (b) a copy of the notification referred to in paragraph (2)(h) and any subsequent correspondence relating to that notification.

### **Rejection of applications**

- 55.**—(1) The First-tier Tribunal must reject an application if—
- (a) the First-tier Tribunal considers that the application is frivolous or vexatious;
  - (b) the dispute to which the application relates has been resolved or the landlord has been able to enter the house for the purpose specified in the application;
  - (c) the First-tier Tribunal has good reason to believe that it would not be appropriate to assist either the landlord or any person the landlord intends to authorise to enter the house, or both, to gain entry to the house;
  - (d) the First-tier Tribunal considers that the application is being made for a purpose other than a purpose specified in section 181(4) of the Act; or
  - (e) the landlord has previously made an identical or substantially similar application in relation to the same house and in the First-tier Tribunal's opinion there has been no significant change in any material considerations since the identical or substantially similar application was determined.
- (2) Where the First-tier Tribunal makes a decision under section 28A(3) of the Act to reject an application the notification to the landlord under that section must state—
- (a) the name of the tenant and the address of the house;
  - (b) the reason for the decision; and

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(25) 2004 asp 8.

- (c) that in terms of section 28A(8) of the Act the decision is final.

### **Person authorised to enter**

**56.** If the First-tier Tribunal does not consider the person the landlord intends to authorise to enter the house to be a suitable person, it may allow the landlord to amend the application in this regard.

### **Decision to assist**

**57.** Where the First-tier Tribunal decides to assist the landlord under subsection (3) of section 28A of the Act, the notice sent to the landlord and the tenant under subsection (5) of that section must, in addition to the information required under that subsection, state—

- (a) the name and address of the landlord;
- (b) the name and address of the landlord's representative, if any;
- (c) the name of the tenant and the address of the house;
- (d) the name of any person the landlord intends to authorise to enter the house;
- (e) whether the landlord is seeking entry to the house for the purpose of—
  - (i) viewing its state and condition for the purpose of determining whether the house meets the repairing standard;
  - (ii) carrying out any work necessary to comply with the duty in section 14(1)(b) of the Act; or
  - (iii) both;
- (f) that if the tenant (without reasonable excuse) fails or refuses, within a reasonable time, to—
  - (i) respond to the First-tier Tribunal; or
  - (ii) agree a suitable date and time (or dates and times) for the landlord to exercise the landlord's right of entry,
 the First-tier Tribunal may fix a date and time (or dates and times) for the landlord to exercise the landlord's right of entry.

**58.** Where the First-tier Tribunal makes a decision to stop assisting the landlord under section 28A(7) or section 28C(9)(26) of the Act the First-tier Tribunal must notify the landlord and the tenant and that notice must state—

- (a) the name and address of the landlord;
- (b) the name and address of the landlord's representative, if any;
- (c) the name of the person the landlord intended to authorise to enter the house;
- (d) the name of the tenant and the address of the house;
- (e) the reason for the decision; and
- (f) that in terms of section 28A(8) of the Act the decision to stop assisting the landlord is final.

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(26) Section 28C was inserted by section 35(4) of the Private Rented Housing (Scotland) Act 2011.



*Procedure in respect of Assured Tenancy References to the First-tier Tribunal*

**Assured Tenancy References to the First-tier Tribunal**

**59.**—(1) When an assured tenancy reference is made to the First-tier Tribunal, the First-tier Tribunal shall as soon as practicable thereafter serve on the landlord and the tenant a notice specifying a period of not less than 14 days from the service of the notice during which either representations in writing or a request to make oral representations may be made to the First-tier Tribunal by either party.

(2) Where within the period specified in paragraph (1), or such further period as the First-tier Tribunal may allow, the landlord or the tenant requests to make oral representations, the First-tier Tribunal shall give the landlord or the tenant an opportunity of being heard at a hearing in accordance with rule 60 below.

(3) The First-tier Tribunal may make such inquiries as they think fit and consider information supplied or representations made to them relevant to the matters to be determined by them, but shall give the parties adequate opportunity for considering such information and representations and may hold a hearing whether or not the parties have requested one.

**Assured Tenancy Reference Hearings**

**60.**—(1) Where an assured tenancy reference is to be subject to a hearing, the First-tier Tribunal shall appoint a date, time and place for a hearing.

(2) The First-tier Tribunal shall give not less than 10 days' notice in writing to the landlord and the tenant of the date, time and place so appointed for a hearing.

(3) A hearing shall be in public unless for special reasons the First-tier Tribunal otherwise decides.

(4) At a hearing—

- (a) a party may be heard either in person or by a person authorised by him in that behalf, whether or not that person is an advocate or a solicitor;
- (b) the parties shall be heard in such order and, subject to the provision of these Rules, the procedure shall be such as the First-tier Tribunal shall determine; and
- (c) a party may call witnesses, give evidence on the party's own behalf and cross-examine any witnesses called by the other party.

(5) The First-tier Tribunal at its discretion may on its own motion, or at the request of the parties or one of them, at any time and from time to time postpone or adjourn a hearing; but it shall not do so at the request of one party only unless, having regard to the grounds upon which and the time at which such request is made and to the convenience of the parties, it deems it reasonable to do so.

(6) The First-tier Tribunal shall give to the parties reasonable notice of the postponed or adjourned hearing.

(7) If a party does not appear at a hearing, the First-tier Tribunal, on being satisfied that the requirements of this rule regarding the giving of notice of a hearing have been duly complied with, may proceed to deal with the reference upon the representations of any party present and upon the documents and information which it may properly consider.

**Documents at Assured Tenancy Reference Hearings**

**61.**—(1) Where the assured tenancy reference is to be subject to a hearing, the First-tier Tribunal shall take all reasonable steps to ensure that there is supplied to each of the parties before the date of the hearing—

- (a) a copy of, or sufficient extracts from, or particulars of, each document relevant to the reference which has been received from a party (other than a document which is already in the possession of the party or of which the party has previously been supplied with a copy); and
  - (b) a copy of each document which embodies results of enquiries made by or for the First-tier Tribunal for the purposes of that reference, or which contains relevant information in relation to rents or other tenancy terms previously determined for other houses and which has been prepared for the First-tier Tribunal for the purposes of that reference.
- (2) At a hearing where—
- (a) a document relevant to the reference is not in the possession of a party present at the hearing; and
  - (b) that party has not been supplied with a copy of, or relevant extracts from, or particulars of, the document by the First-tier Tribunal in accordance with the provisions of paragraph (1) of this rule, then unless—
    - (i) the party consents to the continuation of the hearing; or
    - (ii) the First-tier Tribunal consider that the party has a sufficient opportunity of dealing with the document without an adjournment of the hearing,

the First-tier Tribunal shall not consider the document until after it has adjourned the hearing for a period which it considers will afford the party a sufficient opportunity of dealing with the document.

(3) Where a reference is not to be subject to a hearing, the First-tier Tribunal shall supply to each of the parties a copy of, or sufficient extracts from, or particulars of, each such document as is mentioned in paragraph (1)(a) of this rule (other than a document excepted from that paragraph) and a copy of each such document as is mentioned in paragraph (1)(b) of this rule, and it shall not reach its decision until it is satisfied that each party has been given a sufficient opportunity of commenting upon each document of which a copy or from which extracts or of which particulars has or have been so supplied, and upon the other party's case.

### **Inspection of house**

**62.**—(1) The First-tier Tribunal may on its own motion and must at the request of one of the parties (subject in either case to any necessary consent being obtained) inspect the house which is the subject of the assured tenancy reference.

(2) An inspection may be made before, during or after the close of the hearing, or at such stage in relation to the consideration of the representations in writing as the First-tier Tribunal shall determine.

(3) The First-tier Tribunal must give in writing sufficient notice of an inspection to the parties.

(4) The parties and the representative of each party are entitled to attend the inspection.

(5) Where an inspection is made after the close of a hearing, the First-tier Tribunal may, if it considers that it is expedient to do so on account of a matter arising from the inspection, re-open the hearing; and if the hearing is to be re-opened, paragraph (2) of rule 60 of these Rules shall apply as it applied to the original hearing, save in so far as its requirements may be dispensed with or relaxed with the consent of the parties.

### **Decisions**

**63.**—(1) The decision of the First-tier Tribunal upon an assured tenancy reference shall be recorded in a document signed by the chairing member (or, in the event of that person's absence or incapacity, by another member of the First-tier Tribunal) which shall contain no reference to the decision being a majority (if that be the case) or to the opinion of a minority, if any.

(2) Where the First-tier Tribunal is requested, on or before the giving or notification of the decision, to state the reasons for the decision, those reasons shall be recorded in the said document.

(3) The decision of the First-tier Tribunal and a statement of reasons, if any, are to be made publicly available.

#### **Giving of notices in respect of assured tenancy references, etc.**

**64.** Where a notice or other written matter is required under the provisions of these Rules in respect of assured tenancy references to the First-tier Tribunal to be served, given or supplied by the First-tier Tribunal to a party or parties, it shall be sufficient compliance with the Rules if the notice or matter is served, given or supplied—

- (a) by delivering it to the party or to the party's agent where a party has appointed an agent to act on the party's behalf;
- (b) by leaving it at the last known address of the party or the party's agent; or
- (c) by sending it by recorded delivery letter to the party or the party's agent at that address.

#### *Procedure in respect of regulated tenancy references*

#### **Hearings**

**65.**—(1) Where a regulated tenancy reference is to be subject to a hearing, the First-tier Tribunal shall appoint a date, time and place for the hearing.

(2) The First-tier Tribunal shall give not less than 10 days' notice in writing of the date, time and place so appointed for a hearing—

- (a) to the landlord and the tenant where the reference is a matter referred to the First-tier Tribunal under paragraph 7 of schedule 5 of the 1984 Act;
- (b) to the applicant where the reference is a matter relating to an application for the registration of a rent for a dwelling-house in accordance with a certificate of fair rent referred to the First-tier Tribunal under paragraph 9 of schedule 6 of the 1984 Act;
- (c) to the applicant where the reference is an application for a certificate of fair rent referred to the First-tier Tribunal under paragraph 2 or 6 of schedule 6 of the 1984 Act and, in a case to which paragraph 9 of that schedule applies, to the tenant;
- (d) to the lessor and the lessee where the reference is a Part VII contract referred to the First-tier Tribunal by either the lessor or the lessee; or
- (e) to the lessor and the lessee and the local authority where the reference is a Part VII contract referred to the First-tier Tribunal by the local authority.

(3) A hearing shall be in public unless for special reasons the First-tier Tribunal decides otherwise.

(4) At a hearing—

- (a) the parties shall be heard in such order and, subject to the provisions of these Rules, the procedure shall be such as the First-tier Tribunal shall determine; and
- (b) a party may call witnesses, give evidence on their own behalf and cross-examine any witnesses called by the other party.

(5) The First-tier Tribunal at its discretion may on its own motion, or at the request of the parties or one of them, at any time and from time to time postpone or adjourn a hearing; but it shall not do so at the request of one party only unless, having regard to the grounds upon which and the time at which such request is made and to the convenience of the parties, it deems it reasonable to do so.

(6) The First-tier Tribunal shall give to the parties such notice of any postponed or adjourned hearing as it deems to be reasonable in the circumstances.

(7) If a party does not appear at a hearing, the First-tier Tribunal, on being satisfied that the requirements of this rule regarding the giving of notice of a hearing have been duly complied with, may proceed to deal with the reference upon the representations of any party present and upon the documents and information which they may properly consider.

### **Documents**

**66.**—(1) Where a regulated tenancy reference is to be subject to a hearing, the First-tier Tribunal shall take all reasonable steps to ensure that there is supplied to each of the parties before the date of the hearing—

- (a) a copy of, or sufficient extracts from, or particulars of, any document relevant to the reference which has been received from the rent officer or from a party (other than a document which is already in the possession of the party or of which the party has previously been supplied with a copy by the rent officer); and
- (b) a copy of any document which embodies results of any enquiries made by or for the First-tier Tribunal for the purposes of that reference, or which contains relevant information in relation to fair rents previously determined for other dwelling-houses and which has been prepared for the First-tier Tribunal for the purposes of that reference.

(2) At any hearing where—

- (a) any document relevant to the reference is not in the possession of a party present at the hearing; and
- (b) that party has not been supplied with a copy of, or relevant extracts from, or particulars of, the document by the rent officer or by the First-tier Tribunal in accordance with the provisions of paragraph (1) of this rule, then unless—
  - (i) the party consents to the continuation of the hearing; or
  - (ii) the First-tier Tribunal consider that the party has a sufficient opportunity of dealing with the document without an adjournment of the hearing,

the First-tier Tribunal shall not consider the document until after it has adjourned the hearing for a period which it considers will afford the party a sufficient opportunity of dealing with the document.

(3) Where a reference is not to be subject to a hearing the First-tier Tribunal shall supply to each of the parties a copy of, or sufficient extracts from, or particulars of, any such document as is mentioned in paragraph (1)(a) of this rule (other than a document excepted from that paragraph) and a copy of any such document as is mentioned in paragraph (1)(b) of this rule, and it shall not reach its decision until it is satisfied that each party has been given a sufficient opportunity of commenting upon any document of which a copy or from which extracts or of which particulars has or have been so supplied, and upon the other party's case.

### **Inspection of dwelling-house**

**67.**—(1) The First-tier Tribunal may on its own motion and shall at the request of one of the parties (subject in either case to any necessary consent being obtained) inspect the dwelling-house which is the subject of the reference.

(2) An inspection may be made before, during or after the close of the hearing, or at such stage in relation to the consideration of the representations in writing as the First-tier Tribunal shall determine.

(3) The First-tier Tribunal shall give such notice in writing as they deem sufficient of an inspection to the party or parties and shall allow each party and their representative to attend any inspection.

(4) Where an inspection is made after the close of a hearing the First-tier Tribunal may, if it considers that it is expedient to do so on account of any matter arising from the inspection, re-open the hearing; and if the hearing is to be re-opened paragraph (2) of rule 65 shall apply as it applied to the original hearing, save in so far as its requirements may be dispensed with or relaxed with the consent of the parties.

### Decisions

**68.**—(1) The decision of the First-tier Tribunal upon a reference shall be recorded in a document signed by the chairing member (or in the event of that person's absence or incapacity, by another member of the First-tier Tribunal) which shall contain no reference to the decision being a majority (if that be the case) or to any opinion of a minority.

(2) Where the First-tier Tribunal is requested, on or before the giving or notification of the decision, to state the reasons for the decision, those reasons shall be recorded in a document.

(3) This rule shall apply to the document recording the reasons as it applies to the document recording the decision.

(4) The decision of the First-tier Tribunal and a statement of reasons, if any, are to be made publicly available.

### Giving of Notices

**69.** Where any notice or other written matter is required under the provisions of these Rules to be given or supplied by the First-tier Tribunal to a party or parties, it shall be sufficient compliance with the Rules if the notice or matter is sent by post to the party for whom it is intended at their usual or last known address or if that party has appointed an agent to act on their behalf in relation to the reference, to that agent at the address of the agent supplied to the First-tier Tribunal.

## 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)

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<b><i>Form No</i></b>	<b><i>Purpose</i></b>	<b><i>Relevant provisions of the Housing (Scotland) Act 1988</i></b>
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 <a href="#">S.I. 1993/658</a> .

<b><i>Form No</i></b>	<b><i>Purpose</i></b>	<b><i>Relevant provisions of the Rent (Scotland) Act 1984</i></b>
Form 6(27)	Notice requiring landlord or tenant to supply the First-tier Tribunal with information	Paragraph 8(1)(a) of schedule 5

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

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**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)

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**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



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**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

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**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.**

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

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

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## 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**

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#### 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.

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#### 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).

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#### 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.

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#### 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.

## 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

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## 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.**

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## 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.

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## **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)

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**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



**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*

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**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.

## 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

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##### 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.

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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.*

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## 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.

---

#### **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.**

**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.

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

**5. YOUR LANDLORD CANNOT INCREASE YOUR RENT BY THIS METHOD MORE OFTEN THAN ONCE EVERY 12 MONTHS.**

**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.**

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

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

\*I/We acknowledge receipt of the notice AT2 dated .....20..... 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.



## 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.

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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.*

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#### 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.

---

**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.

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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.*

**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).

.....

.....

---

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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.

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**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? 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?

.....

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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.*

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**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

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

**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.
- b. A copy of Notice AT1(T) served on you by your tenant (including any attachments to that form).
- c. If you provide furniture, a list of the furniture.
- d. If the tenancy is a short assured tenancy a copy of Notice AT5 which you served on the tenant.

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

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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.*

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## 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.**

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#### 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.



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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.

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#### **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.*

**FORMAT3 (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).  
.....  
.....

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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.

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**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? 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

.....

.....

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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.*

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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.

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

**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.
- b. A copy of Notice AT1(T) served on you by your tenant (including any attachments to that form).
- c. If you provide furniture, a list of the furniture.
- d. If the tenancy is a short assured tenancy a copy of Notice AT5 which you served on the tenant.

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

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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.*

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## 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.

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#### **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.

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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.*

**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).  
.....  
.....



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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.

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**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? If yes, give details.

No  Yes

.....

.....

---

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

No  Yes

.....

.....

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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

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

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**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?  
.....

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**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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**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.
- b. A copy of Notice AT2 if one has been served on you by your landlord (including any attachments to that form).
- c. If you provides furniture, a list of the furniture; and
- d. If the tenancy is a short assured tenancy a copy of Notice AT5 served on you by the landlord.

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.

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## 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:

- 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.
-

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## 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

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#### 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.

---



#### **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  
.....  
.....  
.....

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(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.

## 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

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#### 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.
-

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## 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.

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## 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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**FORMAT 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.**

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**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 THE 17 GROUNDS FOR POSSESSION 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: continue on additional sheets of paper 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 Section 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 AT 6 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 CONTEST 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:**

**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**

- 1. SERVED ON YOU AN AT6 (THIS NOTICE); AND**
- 2. OBTAINED A COURT ORDER. NOTE 7 TO TENANT.**

**NOTE 7 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.**

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#### 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.
-

## 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.

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## 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.

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## 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

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.

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#### **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.

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#### **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.

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#### **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.

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**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.**

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#### 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.
-



#### **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

**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

**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**

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**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:-

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

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**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)



## SCHEDULE 3

Regulation 4

## Revocations

<i>Instrument</i>	<i>Citation</i>
The Private Rented Housing Panel (Tenant and Third Party Applications) (Scotland) Regulations 2015	<a href="#">S.S.I. 2015/369</a>
The Private Rented Housing Panel (Landlord Applications) (Scotland) Regulations 2015	<a href="#">S.S.I. 2015/403</a>
The Homeowner Housing Panel (Applications and Decisions) (Scotland) Regulations 2012	<a href="#">S.S.I. 2012/180</a>
The Rent Assessment Committee (Assured Tenancies) (Scotland) Regulations 1989	<a href="#">S.I. 1989/81</a>
The Rent Assessment Committees (Scotland) Regulations 1980	<a href="#">S.I. 1980/166</a>
The Assured Tenancies (Forms) (Scotland) Regulations 1988	<a href="#">S.I. 1988/2109</a>

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**EXPLANATORY NOTE**

*(This note is not part of the Regulations)*

Schedule 1 of these Regulations sets out the rules of procedure in respect of proceedings before the First-tier Tribunal for Scotland Housing and Property Chamber (“the First-tier Tribunal”). Part 2 of schedule 1 covers proceedings in respect of homeowners and Part 3 covers proceedings in respect of the private rented housing sector, including landlord applications and assured tenancy references.

Schedule 2 contains forms to be used for certain purposes of the Rent (Scotland) Act 1984 and the Housing (Scotland) Act 1988, and for the purpose of proceedings before the First-tier Tribunal.

Schedule 3 lists instruments that are to be revoked.