
SCOTTISH STATUTORY INSTRUMENTS

2017 No. 349

HOUSING

**The Rent Regulation and Assured Tenancies
(Forms) (Scotland) Regulations 2017**

<i>Made</i>	- - - -	<i>24th October 2017</i>
<i>Laid before the Scottish Parliament</i>	- - - -	<i>26th October 2017</i>
<i>Coming into force</i>	- -	<i>1st December 2017</i>

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

Citation and commencement

1. These Regulations may be cited as the Rent Regulation and Assured Tenancies (Forms) (Scotland) Regulations 2017 and come into force on 1st December 2017.

Forms

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

Revocations

3.—(1) Regulation 5(2) and schedule 4 of the Rent Regulation (Forms and Information etc.) (Scotland) Regulations 1991 are revoked.

(1) 1984 c.58. Section 53 was amended by sections 48(1) and 52 of the Housing (Scotland) Act 1988 (c.43) and S.S.I. 2016/337. Paragraph 8(1) was amended by paragraph 5 of schedule 6 of the Housing (Scotland) Act 2006 (asp 1) (“the 2006 Act”) and S.S.I. 2016/337. The functions of the Secretary of State were transferred to the Scottish Ministers by section 53 of the Scotland Act 1998 (c.46).

(2) 1988 c.43. Section 17(3) was amended by paragraph 16 of schedule 6 of 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 and S.S.I. 2016/337. 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).

(2) Regulation 3 and schedule 2 of the First-tier Tribunal for Scotland Housing and Property Chamber (Procedure) Regulations 2016 are revoked.

Saving and transitional provisions

4.—(1) Despite their revocation by regulation 3, regulation 5(2) and schedule 4 of the Rent Regulation (Forms and Information etc.) (Scotland) Regulations 1991⁽³⁾ continue to have effect in relation to any rent book required by section 79(1) of the Rent (Scotland) Act 1984 and in existence immediately before 1st December 2017.

(2) On and after 1st December 2017, a form under the First-tier Tribunal for Scotland Housing and Property Chamber (Procedure) Regulations 2016⁽⁴⁾ which was served on a landlord or tenant or used to make an application to the First-tier Tribunal for Scotland Housing and Property Chamber prior to 1st December 2017, is to be treated for all purposes as if it were the equivalent form under these Regulations.

St Andrew's House,
Edinburgh
24th October 2017

ANNABELLE EWING
Authorised to sign by the Scottish Ministers

⁽³⁾ S.I. 1991/1521 amended by S.I. 1993/647, S.S.I. 2007/475 and S.S.I. 2016/337.

⁽⁴⁾ S.S.I. 2016/339 amended by S.S.I. 2017/68 and S.S.I. 2017/328.

SCHEDULE

Regulation 2

FORMS

List of Forms

<i>Form Name</i>	<i>Purpose</i>	<i>Relevant provisions of the Rent (Scotland) Act 1984</i>
Form 6	Notice requiring landlord or tenant to supply the First-tier Tribunal for Scotland Housing and Property Chamber with information	Paragraph 8(1)(a) of schedule 5
Form of rent book	Form under section 79(1)	Section 79(1)
<i>Form No</i>	<i>Purpose</i>	<i>Relevant provisions of the Housing (Scotland) Act 1988</i>
AT1 (L)	Notice by landlord under section 17(2) proposing terms of a statutory assured tenancy different from the terms of the former tenancy	Section 17(2)
AT1 (T)	Notice by tenant under section 17(2) proposing terms of a statutory assured tenancy different from the terms of the former tenancy	Section 17(2)
AT2	Notice by landlord under section 24(1) of an increase of rent under an assured tenancy	Section 24(1)
AT3 (L)	Application by a landlord to the First-tier Tribunal for Scotland 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	Section 17(3)
AT3 (T)	Application by a tenant to the First-tier Tribunal for Scotland 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	Section 17(3)
AT4	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	Section 24(3) and 34(1)
AT6	Notice under section 19 of intention to raise proceedings for possession	Section 19
AT8	Notice under section 48(2) requiring that a landlord or tenant supply the First-tier Tribunal for Scotland Housing and Property Chamber with information	Section 48(2)

Status: This is the original version (as it was originally made).

**FORM 6: FOR USE BY THE FIRST-TIER TRIBUNAL FOR SCOTLAND
RENT (SCOTLAND) ACT 1984, PARAGRAPH 8(1)(a) OF SCHEDULE 5
NOTICE REQUIRING A LANDLORD OR TENANT TO SUPPLY THE
FIRST-TIER TRIBUNAL FOR SCOTLAND HOUSING AND PROPERTY
CHAMBER WITH INFORMATION**

IMPORTANT:

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

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

Please read this Notice carefully before responding

Part 1. To

Part 2. The Rent Officer has referred to the Tribunal 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 Tribunal consider this application further information is needed from you. The further information required is:-

Part 4. You should send this information to the Tribunal by <INSERT DATE>

Status: *This is the original version (as it was originally made).*

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 to provide to the Tribunal, please contact me immediately.

Part 5 Signed _____

for the Tribunal (enter Date)

Status: This is the original version (as it was originally made).

FORM OF RENT BOOK

FORM UNDER SECTION 79(1) OF THE RENT (SCOTLAND) ACT 1984

INFORMATION FOR TENANTS

NOTE: YOU OCCUPY THIS DWELLING-HOUSE UNDER A CONTRACT TO WHICH PART VII OF THE RENT (SCOTLAND) ACT 1984 APPLIES. THIS AFFECTS THE RENT WHICH YOUR LANDLORD MAY LAWFULLY RECOVER AND CONFERS A DEGREE OF SECURITY OF TENURE. YOUR LANDLORD MUST KEEP THE ENTRIES UP TO DATE

- 1. Address of the dwelling-house and description of the premises to which the contract relates
.....
- 2. Name, address and telephone number of the landlord and of the landlord's agent (if any)
.....
.....

3. RENT LAWFULLY RECOVERABLE

- (a) if no rent is registered
 - (i) The rent payable as from [date] under the contract is £ per week,
 - (ii) if furniture or services are provided the amount (if any) which is apportioned to them under the contract is
Furniture £..... Services £.....
- (b) If a reasonable rent has been registered following determination by the rent officer
 - (i) *A rent of £ per week for the dwelling-house comprised in the contract was approved by the rent officer on
 - (ii) *The rent for the dwelling-house comprised in the contract was *reduced/increased* by the rent officer to £ on

*Delete if inapplicable

4. ALTERATIONS IN RENT

- (a) Either you or the landlord may refer the contract to the rent officer to fix a reasonable rent. On such a reference, the rent officer may approve the rent payable under the contract or may reduce or increase the rent to such sum as the rent officer considers reasonable or may, if the rent officer thinks fit in all the circumstances dismiss the reference. Any approval, reduction or increase may be limited to the rent payable in respect of a particular period.

- (b) The rent determined by the rent officer is registered and it then becomes a criminal offence for any person to require or receive, on account of rent for that dwelling under any contract, more than the registered rent. Any overpayment of rent may be recovered by you.
- (c) Once a rent has been registered, then for three years after the rent was last considered by the rent officer no new application for the registration of a different rent can be made, except by you and the landlord acting together, or where there has been a change in the circumstances taken into account when the rent was last considered – for example a change in the terms of the tenancy or in the furniture supplied, or in the condition of the dwelling-house.
- (d) If you agree to a change in rent or any other terms of the contract without reference to the rent officer you will no longer have a Part VII contract.

5. SECURITY OF TENURE

- (a) The landlord can recover possession of a dwelling-house subject to a Part VII contract only by obtaining an order for possession from the First-tier Tribunal for Scotland (the Tribunal). This means that if the landlord serves a notice to quit on you, you do not have to leave by the date stated in the notice. If you feel you cannot leave at that time, before you can be evicted the landlord must first get an order for possession from the Tribunal.
- (b) A tenancy cannot be terminated until a valid notice is served. To be valid a notice to quit must be in proper form and in writing and give at least four weeks' notice.
- (c) When the notice to quit takes effect the landlord is entitled, if you do not leave voluntarily, to obtain an order for possession of the dwelling from the Tribunal. The landlord cannot evict you from the dwelling without such an order from the Tribunal and it is a criminal offence for him or her or for anyone to try to make you leave by using force, by threatening you or your family, by withdrawing services or by interfering with your home or your possessions. If anyone does this, you should contact the police immediately.

6. HOUSING BENEFIT

If you have difficulty in paying your rent, you should apply to your local authority for Housing Benefit. You may obtain further information about Housing Benefit from your local authority Offices or Citizens' Advice Bureau.

Status: This is the original version (as it was originally made).

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

ASSURED TENANCIES

AT1(L)

HOUSING (SCOTLAND) ACT 1988

NOTICE BY LANDLORD 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 for Scotland Housing and Property Chamber (the Tribunal) within 3 months of the date of service of this notice using a special form AT3(T). The Tribunal will determine whether the proposed terms are reasonable and can specify adjustments to the terms and to the rent. You should give your response to the proposed changes by returning part 7 of this notice to your landlord.

Please read this notice carefully before responding.

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

NOTE 1 TO TENANT.
YOUR LANDLORD MAY PROPOSE A CHANGE OF TENANCY TERMS BY THIS MEANS ONLY IF THE TENANCY IS A STATUTORY ASSURED TENANCY. IF YOU ARE IN DOUBT ABOUT WHAT KIND OF TENANCY YOU HAVE YOU SHOULD CONSULT A SOLICITOR OR AN ORGANISATION WHICH GIVES ADVICE ON HOUSING MATTERS.

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

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

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

Status: This is the original version (as it was originally made).

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 DESCRIBED IN PART 2. YOUR LANDLORD MUST GIVE YOU AT LEAST 3 MONTHS' NOTICE OF THE CHANGES. THEY WILL TAKE EFFECT FROM THE DATE SPECIFIED IF YOU DO NOT ACT WITHIN 3 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 I/We your landlord(s)/I your landlord's agent* give you notice of proposed changes in the terms of your tenancy for the house at the address in part 2. The proposed changes are shown in paragraph (c) of part 6 of this notice and are to come into effect on

..... (date)

Signed

.....
Landlord/Landlord's agent

Date.....

NOTE 3 TO TENANT.

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

*delete as appropriate

Status: This is the original version (as it was originally made).

Part 5 I/We 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 TRIBUNAL THEN A MEETING WITH YOUR LANDLORD TO DISCUSS THE PROPOSAL MIGHT BE HELPFUL. YOU SHOULD, HOWEVER, KEEP IN MIND THE 3 MONTH TIME-LIMIT FOR REFERRING THE PROPOSALS TO THE TRIBUNAL.

Part 6

- a. Date 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 the tenant 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

NOTE 5 TO TENANT.

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

NOTE 6 TO TENANT.

IF YOU HAVE DECIDED TO ACCEPT OR REJECT THE TERMS PROPOSED 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 TRIBUNAL.

NOTE 7 TO TENANT.

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

Status: This is the original version (as it was originally made).

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

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

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

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

Signed

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

Date

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

Status: This is the original version (as it was originally made).

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

ASSURED TENANCIES

AT1 (T)

HOUSING (SCOTLAND) ACT 1988

**NOTICE BY TENANT 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 for Scotland Housing and Property Chamber (the Tribunal) using a special form AT3 (L) within 3 months of the date of service of this notice. The Tribunal will determine whether the proposed terms are reasonable and can specify adjustments to the terms and the rent. You should give your response to the proposed changes by returning Part 6 of this notice to your tenant.

Please read this notice carefully before responding.

Part 1. This notice is served on (landlord's name)

as landlord by (tenant's name)
as tenant under section 17(2) of the Housing (Scotland) Act 1988.

**NOTE 1 TO LANDLORD.
YOUR TENANT MAY PROPOSE A CHANGE OF TENANCY TERMS BY THIS MEANS ONLY IF THE TENANCY IS A STATUTORY ASSURED TENANCY. IF YOU ARE IN DOUBT WHAT KIND OF TENANCY YOU HAVE YOU SHOULD CONSULT A SOLICITOR OR AN ORGANISATION WHICH GIVES ADVICE ON HOUSING MATTERS.**

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

.....

.....

.....

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

Status: This is the original version (as it was originally made).

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 3 MONTHS' NOTICE OF THE CHANGES. THEY WILL TAKE EFFECT FROM THE DATE SPECIFIED IF YOU DO NOT ACT WITHIN 3 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/We 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/We 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

Status: This is the original version (as it was originally made).

NOTE 4 TO LANDLORD.
IF YOU DO NOT WISH TO ACCEPT THE TERMS PROPOSED OR WISH TO REFER THE PROPOSALS TO THE TRIBUNAL THEN A MEETING WITH THE TENANT TO DISCUSS THE PROPOSALS MIGHT BE HELPFUL. YOU SHOULD, HOWEVER, KEEP IN MIND THE 3 MONTH TIME-LIMIT FOR REFERRING THE PROPOSALS TO THE TRIBUNAL.

Part 5.

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

* delete as appropriate

Status: This is the original version (as it was originally made).

NOTE 5 TO LANDLORD.
TO REFER YOUR TENANT'S PROPOSALS TO THE TRIBUNAL YOU MUST USE FORM AT3(L) (OBTAINABLE FROM THE TRIBUNAL, RENT SERVICE SCOTLAND, CITIZENS ADVICE BUREAU OR HOUSING ADVISORY CENTRE). THE APPLICATION SHOULD BE SENT TO THE TRIBUNAL.

NOTE 6 TO LANDLORD.
IF YOU HAVE DECIDED TO ACCEPT OR REJECT THE TERMS PROPOSED 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 3 MONTH TIME-LIMIT FOR REFERRING THE PROPOSALS TO THE TRIBUNAL.

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 Tribunal.

Signed
(landlord/landlord's agent)

Date

* delete as appropriate.

Status: This is the original version (as it was originally made).

FORM AT2: FOR USE ONLY BY A LANDLORD

ASSURED TENANCIES

AT2

HOUSING (SCOTLAND) ACT 1988

**NOTICE BY LANDLORD 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 for Scotland Housing and Property Chamber (the Tribunal) for a rent determination using form AT4. If you do apply to the Tribunal or reach an agreement with your landlord 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 Part 3 of this notice to the Landlord.

Please read this notice carefully before responding

Part 1 To
(name of tenant(s))

of

.....

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

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

Status: This is the original version (as it was originally made).

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 TRIBUNAL FOR A RENT DETERMINATION BEFORE THE DATE ON WHICH THE NEW RENT TAKES EFFECT.

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

Status: This is the original version (as it was originally made).

*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 TRIBUNAL OR SEEK TO REACH SOME OTHER AGREEMENT WITH YOUR LANDLORD 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 dated20..... and give you notice that

*I/We accept the new rent to apply from

..... 20.....

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

..... 20... and

propose to refer the matter to the Tribunal 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.

Status: This is the original version (as it was originally made).

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 for Scotland Housing and Property Chamber (the Tribunal) 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 Tribunal a Notice AT1(T) served on the landlord by his or her 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 type your answers or use BLOCK LETTERS in BLACK INK and send 2 copies of the form, to the Tribunal.

This form must be received by the Tribunal within 3 months of the date on which your tenant served on you Notice AT1(T).

Part 1. Address of House being let.

.....

.....

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

.....

.....

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

.....

.....

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

.....

.....

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

.....

.....

Status: This is the original version (as it was originally made).

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?

.....

Status: This is the original version (as it was originally made).

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 the tenant is (or the tenant 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).

.....
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 Tribunal.

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 Tribunal 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 Tribunal.

Status: This is the original version (as it was originally made).

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 for Scotland Housing and Property Chamber (the Tribunal) 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 Tribunal a Notice AT1(L) served on the tenant by his or her 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 type your answers or use BLOCK LETTERS in BLACK INK and send 2 copies of the form, to the Tribunal.

This form must be received by the Tribunal within 3 months of the date on which your landlord served on you Notice AT1(L).

Part 1. Address of house being let.

.....

.....

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

.....

.....

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

.....

.....

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

.....

.....

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

.....

.....

Status: This is the original version (as it was originally made).

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

.....

.....

Status: This is the original version (as it was originally made).

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 the tenant is (or the tenant 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).

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

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 Tribunal.

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

In the case of joint tenants all tenants 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 Tribunal 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(L) served on you by your landlord (including any attachments to that form).
- c. If your landlord provides furniture, a list of the furniture.
- 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 Tribunal

Status: This is the original version (as it was originally made).

FORM AT4: FOR USE ONLY BY A TENANT

ASSURED TENANCIES

AT4

HOUSING (SCOTLAND) ACT 1988

Application by a tenant to the First-tier Tribunal for Scotland Housing and Property Chamber (the Tribunal) 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 Tribunal 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 Tribunal to look at the rent you are being charged. Please note that tenants of short assured tenancies have different rights to apply to the Tribunal 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 Tribunal.

Part 1. Address of house being let.
.....
.....

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

Part 3. Name and telephone number of tenant(s).
.....
.....
Name, address and telephone number of tenant's agent (if any).
.....
.....

Status: This is the original version (as it was originally made).

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

.....

.....

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?

.....

Status: This is the original version (as it was originally made).

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

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

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 the tenant is (or the tenant 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).

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 Tribunal 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 Tribunal 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 provide 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 Tribunal.

Status: This is the original version (as it was originally made).

FORMAT6: FOR USE ONLY BY A LANDLORD

ASSURED TENANCIES

AT6

HOUSING (SCOTLAND) 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 First-tier Tribunal for Scotland Housing and Property Chamber (the Tribunal) for an Order for possession of the house at the address in Part 1, which is currently occupied by you.

Part 1 To

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

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

(address of house)

NOTE 1 TO TENANT.

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

Status: This is the original version (as it was originally made).

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 of the Housing (Scotland) Act 1988.

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

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

NOTE 2 TO TENANT.

A FULL LIST OF 17 GROUNDS FOR POSSESSION IS IN SCHEDULE 5 OF THE HOUSING (SCOTLAND) ACT 1988. INFORMATION ON YOUR RIGHTS AND RESPONSIBILITIES AS A TENANT IS GIVEN IN THE TENANT INFORMATION PACK WHICH IS AVAILABLE FROM THE SCOTTISH GOVERNMENT WEBSITE.

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

Status: This is the original version (as it was originally made).

NOTE 3 TO TENANT.

YOUR LANDLORD MUST GIVE YOU PROPER NOTICE BETWEEN SERVING THIS NOTICE AND RAISING PROCEEDINGS IN THE TRIBUNAL. 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 PROCEEDINGS IN THE TRIBUNAL THIS NOTICE AT6 WILL CEASE TO HAVE EFFECT 6 MONTHS AFTER THE EARLIEST DATE ON WHICH 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:

- 1. SERVED ON YOU A NOTICE TO QUIT (NOTE CAREFULLY THAT THIS MAY HAVE BEEN SERVED AT AN EARLIER STAGE IN THE TENANCY TO CHANGE THE TENANCY FROM A CONTRACTUAL TO A STATUTORY ASSURED TENANCY); AND**
- 2. SERVED ON YOU AN AT6 (THIS NOTICE); AND**
- 3. OBTAINED AN ORDER FROM THE TRIBUNAL.**

NOTE 7 TO TENANT.

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

Status: This is the original version (as it was originally made).

ASSURED TENANCIES

AT8

HOUSING (SCOTLAND) ACT 1988

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

IMPORTANT

This Notice is served on you by the Tribunal. It requires you to supply the Tribunal with the information in Part 3 below. This information is needed to allow the Tribunal 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 Tribunal for consideration of:

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

for the house at:

.....

 (address of house let under the tenancy)

*delete as appropriate

Status: This is the original version (as it was originally made).

Part 3. To help the Tribunal 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 Tribunal please contact them immediately.

Part 5. Signed.....
For the Tribunal

.....

.....

.....

.....

(address and telephone number of the Tribunal)

(date).....

EXPLANATORY NOTE

(This note is not part of the Regulations)

These Regulations set out the forms to be used for certain purposes of the Rent (Scotland) Act 1984 and the Housing (Scotland) Act 1988 and for the purposes of proceedings before the First-tier Tribunal for Scotland Housing and Property Chamber (“the Tribunal”).

Form 6 and the form of rent book are required in relation to the Rent (Scotland) Act 1984 and are used respectively, as a notice requiring a landlord or tenant to supply information to the Tribunal and the rent book required under section 79(1) of that Act.

The other forms in the schedule relate to assured tenancies, including short assured tenancies, under the Housing (Scotland) Act 1988. The forms are in relation to proposing terms of a statutory assured tenancy by the landlord (AT1(L)) or by the tenant (AT1(T)), notice of a rent increase (AT2), application for determination of terms of the tenancy to the Tribunal by the landlord (AT3(L)) or by the tenant (AT3(T)), application for determination of rent (AT4), notice of intention to raise proceedings (AT6) and notice requiring a landlord or tenant to supply information to the Tribunal (AT8).

Regulation 3 makes revocations. Regulation 4 makes a saving provision in respect of an existing rent book required under section 79(1) of the Housing (Scotland) Act 1984 and a transitional provision to enable a form served on a landlord or tenant or used to make an application to the Tribunal prior to these Regulations coming into force to be treated as if it were an equivalent form under these Regulations.

No business and regulatory impact assessment has been prepared for these Regulations as no impact upon business, charities or voluntary bodies is foreseen.