



Housing (Scotland) Act 1988

1988 CHAPTER 43

PART II

RENTED ACCOMMODATION

Assured tenancies—rents and other terms

23 Limited prohibition on assignation etc. without consent

- (1) Subject to subsection (2) below, it shall be an implied term of every assured tenancy that, except with the consent of the landlord, the tenant shall not—
- (a) assign the tenancy (in whole or in part); or
 - (b) sublet or part with possession of the whole or any part of the house let on the tenancy.
- (2) Subsection (1) above does not apply if, under the terms of the tenancy, there is provision prohibiting or permitting (whether absolutely or conditionally) assignation, subletting or parting with possession by the tenant.

24 Increases of rent under assured tenancies

- (1) For the purpose of securing an increase in the rent under an assured tenancy, the landlord may serve on the tenant a notice in the prescribed form proposing a new rent to take effect—
- (a) if the tenancy was a contractual tenancy (whether or not renewed by operation of tacit relocation), immediately after its termination; or
 - (b) if the tenancy was not such a contractual tenancy, at any time during the tenancy,
- but not earlier than the expiry of the minimum period after the date of service of the notice.
- (2) The minimum period referred to in subsection (1) above is—
- (a) if the assured tenancy is for 6 months or more, 6 months;

Status: This is the original version (as it was originally enacted).

- (b) if the assured tenancy is for less than 6 months, the duration of the tenancy or one month (whichever is the longer).
- (3) Where a notice is served under subsection (1) above, a new rent specified in the notice shall take effect as mentioned in the notice unless, before the beginning of the period to which the new rent relates—
 - (a) the tenant refers the notice to a rent assessment committee in the prescribed form; or
 - (b) the landlord and the tenant agree on a variation of the rent which is different from that proposed in the notice or agree that the rent should not be varied.
- (4) Where a notice is served under subsection (1) above but the rent under the tenancy has previously been increased (whether by agreement or by virtue of a notice under subsection (1) above or a determination under section 25 below) the new rent shall take effect not earlier than the first anniversary of the date on which that increase took effect.
- (5) Nothing in this section affects the operation of any term of a tenancy which makes provision for an increase in rent (including provision whereby the rent for a particular period will or may be greater than that for an earlier period) by an amount specified in the tenancy contract or by a percentage there specified of an amount of rent payable under the tenancy.

25 Determination of rent by rent assessment committee

- (1) Where, under subsection (3)(a) of section 24 above, a tenant refers to a rent assessment committee a notice under subsection (1) of that section, the committee shall determine the rent at which, subject to subsections (2) and (3) below, the committee consider that the house might reasonably be expected to be let in the open market by a willing landlord under an assured tenancy—
 - (a) which begins at the beginning of the period to which the new rent specified in the notice relates;
 - (b) the terms of which (other than those relating to rent) are the same as those of the tenancy to which the notice relates; and
 - (c) in respect of which the same notices, if any, have been given under any of Grounds 1 to 5 of Schedule 5 to this Act, as have been given (or have effect as if given) in relation to the tenancy to which the notice relates.
- (2) In making a determination under this section, there shall be disregarded any effect on the rent attributable to—
 - (a) the granting of a tenancy to a sitting tenant;
 - (b) an improvement carried out by the tenant or a predecessor in title of his unless the improvement was carried out in pursuance of the terms of the tenancy; and
 - (c) a failure by the tenant to comply with any terms of the tenancy.
- (3) In this section “rent” includes any sums payable by the tenant to the landlord on account of the use of furniture or for services, whether or not those sums are separate from the sums payable for the occupation of the house concerned or are payable under separate agreements.
- (4) Where any rates in respect of the house concerned are borne by the landlord or a superior landlord, the rent assessment committee shall make their determination under this section as if the rates were not so borne.

- (5) In any case where—
- (a) a rent assessment committee have before them at the same time the reference of a notice under section 17(2) above relating to a tenancy (in this subsection referred to as “the section 17 reference”) and the reference of a notice under section 24(1) above relating to the same tenancy (in this subsection referred to as “the section 24 reference”); and
 - (b) the date specified in the notice under section 17(2) above is not later than the first day of the new period specified in the notice under section 24(1) above; and
 - (c) the committee propose to hear the two references together,
- the committee shall make a determination in relation to the section 17 reference before making their determination in relation to the section 24 reference and, accordingly, in such a case the reference in subsection (1)(b) above to the terms of the tenancy to which the notice relates shall be construed as a reference to those terms as varied by virtue of the determination made in relation to the section 17 reference.
- (6) Where a notice under section 24(1) above has been referred to a rent assessment committee, then, unless the landlord and the tenant otherwise agree, the rent determined by the committee (together with, in a case where subsection (4) above applies, the appropriate amount in respect of rates) shall be the rent under the tenancy with effect from the beginning of the period to which the new rent specified in the notice relates or, if it appears to the rent assessment committee that that would cause undue hardship to the tenant, with effect from such date as the committee may direct (being a date after the beginning of that period but not after the date when the committee determined the rent).
- (7) Nothing in this section requires a rent assessment committee to continue with their determination of a rent for a house if the tenancy has been brought to an end by order of the sheriff under this Part of this Act or if the landlord and tenant give notice in writing that they no longer require such a determination.
- (8) Nothing in this section or section 24 above affects the right of the landlord and the tenant under an assured tenancy to vary by agreement any term of the tenancy (including a term relating to rent).

26 Access for repairs

It shall be an implied term of every assured tenancy that the tenant shall afford to the landlord reasonable access to the house let on the tenancy and all reasonable facilities for executing therein any repairs which the landlord is entitled to execute.