
STATUTORY INSTRUMENTS

1991 No. 1521 (S.139)

LANDLORD AND TENANT
RENT CONTROL, ETC (SCOTLAND)

**The Rent Regulation (Forms and Information
etc.) (Scotland) Regulations 1991**

<i>Made</i>	- - - -	<i>17th June 1991</i>
<i>Laid before Parliament</i>		<i>15th July 1991</i>
<i>Coming into force</i>	- -	<i>5th August 1991</i>

The Secretary of State, in exercise of the powers conferred on him by sections 41(1), 53(1), 53(1) as applied by section 56(2), 80(1) and 112 of the Rent (Scotland) Act 1984(1), and of all other powers enabling him in that behalf, hereby makes the following Regulations:

Citation and commencement

1. These Regulations may be cited as the Rent Regulation (Forms and Information etc.) (Scotland) Regulations 1991 and shall come into force on 5th August 1991.

Interpretation

2. In these Regulations—

- (a) “the Act” means the Rent (Scotland) Act 1984; and
- (b) a reference to a numbered Schedule is a reference to the Schedule to these Regulations bearing that number.

Register of rents

3. The particulars prescribed in Schedule 1 shall be the particulars with regard to the tenancy which the register of rents is required to contain in pursuance of section 45(2)(a) or of that section as applied by section 56(2) of the Act.

(1) 1984 c. 58; section 53(1) was amended by the Housing (Scotland) Act 1988 (c. 43), section 48(1); section 56(2) was amended by the Law Reform (Miscellaneous Provisions) (Scotland) Act 1985 (c. 73), Schedule 2, paragraph 28 and by the Housing (Scotland) Act 1988 (c. 43), Schedule 10.

Notices to quit

4. Where a notice to quit is given by a landlord on or after the coming into force of these Regulations to determine—

- (a) a protected tenancy; or
- (b) a Part VII contract,

the notice shall contain, in such form as may be, the information set out in Schedule 2.

Form and content of rent books

5.—(1) Every rent book or similar document provided by a landlord for use in respect of a dwellinghouse, which is let on or subject to a regulated tenancy, shall contain a notice to the tenant in the form set out in Schedule 3, or in a form substantially to the same effect, of all the matters referred to in the said form.

(2) Every rent book or similar document, required by section 79(1) of the Act (rent books under Part VII contracts) shall be in the form set out in Schedule 4, or in a form substantially to the same effect, and shall contain the information referred to in the said form.

Forms

6. The forms set out in Schedule 5, or forms substantially to the same effect, shall be the forms to be used for the purposes of the Act in the cases to which those forms are applicable.

Fee for certified copy

7. For the purposes of section 45(4) of the Act (register of rents) the fee to be paid for a certified copy of an entry in the register of rents shall be £1.50.

Revocations and transitional provision

8. The Regulations specified in Schedule 6 are hereby revoked except insofar as the forms, notices and information so prescribed are required to be used in connection with proceedings after the date on which these Regulations come into force and consequent upon action taken before that date.

St. Andrew's House,
Edinburgh
17th June 1991

James Douglas-Hamilton
Parliamentary Under Secretary of State, Scottish
Office

SCHEDULE 1

Regulation 3

Particulars with regard to the tenancy which the register of rents is required to contain

1. The name and address of both the landlord and the tenant.
2. The name and address of the landlord's agent (if any).
3. Whether Part VI of the Rent (Scotland) Act 1984 (rent limit for dwellinghouses let by housing associations and the Housing Corporation) applies to the tenancy.
4. Whether furniture is provided by the landlord.
5. The services provided by the landlord.
6. The respective liability of the landlord and the tenant for the maintenance and repair of the dwellinghouse.
7. Any other terms of the tenancy taken into consideration in determining a fair rent for the dwellinghouse.

SCHEDULE 2

Regulation 4

Information to be contained in a Notice to Quit

1. Even after the notice to quit has run out, before the tenant can lawfully be evicted, the landlord must get an order for possession from the court.
2. A tenant who does not know if he or she has any right to remain in possession after a notice to quit runs out or is otherwise unsure of his or her rights should obtain advice without delay and before the notice to quit expires. Advice can be obtained from a solicitor, a Citizens' Advice Bureau, a Housing Aid Centre, a Rent Officer or the office of the Rent Assessment Committee. Some solicitors give a free first interview and help with all or part of the cost of legal advice may be available.

SCHEDULE 3

Regulation 5(1)

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

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

INFORMATION FOR TENANT

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

1. Address of the dwelling

2. Name address and telephone number of the landlord and his agent (if any)

3. RENT LAWFULLY RECOVERABLE

(a) If no rent is registered-

- (i) the rent payable as from [date] under the tenancy is £ per
(ii) if furniture or services are provided the amount (if any) which is apportioned to them under the tenancy agreement is-
Furniture £..... Services £.....

(b) If a fair rent has been registered -

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

* (ii) The landlord may increase the rent up to the registered rent only by the following annual amounts prescribed by order made under section 33 of the Rent (Scotland) Act 1984

Table with 4 columns: From (date), by (amount of the increase) £, per, to £ per

* Delete if inapplicable.

4. ALTERATIONS IN RENT WHERE NO RENT REGISTERED

- (a) Where no rent has been registered then, unless you enter into a rent agreement (see paragraph (c) below) the rent can only be increased for one or more of a limited number of reasons, for example increases in the cost of services provided.
(b) You or your landlord or both of you acting together may apply at any time to the rent officer to have a fair rent registered.
(c) As an alternative to having a fair rent registered you and your landlord may agree to increase the rent under the existing tenancy or to enter into a new tenancy agreement for the same house at an increased rent. The agreement must be in writing and contain a conspicuous statement at the top that (1) your security of tenure will not be affected if you refuse to agree; (2) the agreement will not deprive you or the landlord of the right to apply at any time to the rent officer for registration of a fair rent; and (3) if a rent is registered any increase in rent will be subject to a maximum annual limit.

5. ALTERATIONS IN RENT WHERE FAIR RENT REGISTERED

- (a) The landlord may not charge more than the registered rent, or, if the increase of rent is subject to a maximum annual limit (see paragraph 3(b)(ii) above), more than is permitted under the relevant provisions. In certain cases the registered rent may vary to take account of changes in the cost of providing services or of maintaining or repairing the dwelling, but only if there is a note on the register to this effect.
(b) The registered rent normally lasts for 3 years and cannot be changed without applying to the Rent Officer.
The only circumstances where a Rent Officer will accept an application for re-registration within 3 years are:-
(i) Where the application is made by you and the landlord acting together; or
(ii) Where there has been a change in the circumstances which were taken into account when the rent was registered; or

- (iii) Where the application is made by the landlord alone within 3 months of the expiry of the 3 year period (but the new registration cannot take effect until the expiry of the 3 year period).

At the expiry of that 3 year period, if you and the landlord have entered into a rent agreement, you may both apply to the Rent Officer for the cancellation of the registration, but the Rent Officer will only cancel it if he is satisfied that the agreed rent does not exceed a fair rent.

- (c) Further information on rents of regulated tenancies is set out in a Scottish Office Environment Department booklet available free of charge from Rent Officers, Housing Aid Centres, Citizens' Advice Bureaux and local Council Offices.

6. SUB-LETTING

- (a) If you sub-let the dwelling and you are not permitted to do this under your tenancy agreement, your landlord may apply to the sheriff for an order for possession to get the dwelling back (see paragraph 7).

- (b) If you sub-let any part of the dwelling on a regulated tenancy—

- (i) you must give the landlord, within 14 days, a statement in writing of the sub-letting, giving particulars of occupancy, including the rent charged. The penalty for failing to do this without reasonable excuse, or for giving false particulars, is a fine not exceeding level 1 on the standard scale of fines set out in section 298G of the Criminal Procedure (Scotland) Act 1975. When you have once given the landlord the particulars, you need not do so again if the only change is a change of sub-tenant; and

- (ii) if you overcharge your sub-tenant, the landlord may apply to the sheriff for an order for possession.

7. SECURITY OF TENURE

- (a) The landlord can recover possession of a dwelling-house subject to a regulated tenancy only by obtaining an order for possession from the sheriff. This means that if he serves a notice to quit on you, you do not have to leave by the date stated in the notice. If you feel you cannot move out at that time, before you can be evicted the landlord must first get an order for possession from the sheriff. The sheriff, except in certain cases, will only grant an order for possession if he thinks it reasonable to do so and either there is suitable accommodation available for you to go to or one of a limited number of conditions is satisfied (for example you have failed to pay the rent lawfully due, or you or your family have been a nuisance or annoyance to neighbours).

- (b) 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 the appropriate period of notice which must always be at least four weeks before the date on which it is to take effect.

In the case of a short tenancy as defined in section 9 of the Rent (Scotland) Act 1984, the landlord must also serve a notice on the tenant of his intention to apply for an order for possession.

- (c) It is a criminal offence for the landlord or for anyone else to try to make you leave by using force, by threatening you or your family, by withdrawing services, or by interfering with your home or your possessions. If anyone does this, you should contact the police immediately.

8. HOUSING BENEFIT

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

SCHEDULE 4

Regulation 5(2)

The form of, and the information to be contained in, every rent book or similar document required by section 79(1) of the Rent (Scotland) Act 1984 to be provided for use in respect of a dwelling-house under a contract to which Part VII of the Act applies.

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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 his 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 assessment committee

- (i) *A rent of £..... per week for the dwelling-house comprised in the contract was approved by the rent assessment committee on
 - (ii) *The rent for the dwelling-house comprised in the contract was *reduced/increased* by the rent assessment committee to £..... on
- * Delete if inapplicable

4. ALTERATIONS IN RENT

- (a) Either you or the landlord may refer the contract to the rent assessment committee to fix a reasonable rent. On such a reference, the rent assessment committee may approve the rent payable under the contract or may reduce or increase the rent to such sum as they consider reasonable or may, if they think 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 assessment committee 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 assessment committee 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 assessment committee 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 sheriff. This means that if he serves a notice to quit on you, you do not have to leave by the date stated in the notice. 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 sheriff.
- (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 sheriff. The landlord cannot evict

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you from the dwelling without such an order from the sheriff and it is a criminal offence for him or for anyone to try to make you leave by using force, by threatening you or your family, by withdrawing services or by interfering with your home or your possessions. 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 District or Islands Council for Housing Benefit. You may obtain further information about Housing Benefit from your local Council Offices or Citizens' Advice Bureau.

SCHEDULE 5

Regulation 6

List of Forms

Form No	Purpose	Statutory References to the Act
1	Notice of increase of rent under a regulated tenancy where a rent has been registered under section 49 of the Act	Sections 29(2), 32 and 33
2	Application for the registration of a rent, unsupported by a certificate of fair rent where the dwellinghouse is or is to be let under a regulated tenancy or where the interest of the landlord belongs to a housing association	Sections 46 and 56
3	Application for a certificate of fair rent where the dwellinghouse is or is to be let under a regulated tenancy or where the interest of the landlord belongs to a housing association	Sections 47 and 56 and Schedule 6
4	Application for the registration of a rent, supported by a certificate of fair rent, where the dwellinghouse is or is to be let under a regulated tenancy or where the interest of the landlord belongs to a housing association	Sections 47 and 56
5	Application by joint applicants or by a landlord alone for the cancellation of a registration of rent	Sections 51 and 52

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Form No	Purpose	Statutory References to the Act
6	Notice requiring further information to be given to a rent assessment committee	Section 56 and paragraph 8 of Schedule 5

FORM NO. 1RENT (SCOTLAND) ACT 1984NOTICE OF INCREASE OF RENT UNDER A REGULATED TENANCY WHERE A RENT HAS BEEN REGISTERED UNDER SECTION 49 OF THE RENT (SCOTLAND) ACT 1984 (NOTE 1)

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Date.....

To.....

1. A rent of £..... per..... was registered on (Note 2) as the fair rent for the dwelling-house situated at of which you are the tenant.

[2. In the register it is noted that the fair rent includes an amount in respect of the provision of services provided by the landlord - "the noted amount" - and that the noted amount recorded by the Rent Officer is £.....]

Delete words in square brackets if they do not apply.

3. Accordingly, I hereby give you notice that your rent will be increased from your present rent of £..... per..... to a new rent of £..... per..... and the date from which the new rent is to take effect is..... (Note 3).

Your new rent is made up of the following elements-

(a) the amount of the previous rent limit (Note 4)	£..... per annum
ADD	
(b) permitted increase (Note 5)	£..... per annum
PLUS	
(c) the noted amount (if any)	£..... per annum
Total of the above, being the rent lawfully recoverable from you as tenant of the dwellinghouse	£..... per annum
Deduct the amount of the rent which at present is lawfully payable by you as tenant of the dwellinghouse	£..... per annum
The amount of the increase is	£..... per annum

.....
(Signature of landlord or agent)

.....
(Address of landlord or agent)

NOTES

(To be incorporated in the notice)

1. This notice of increase is required if:
 - (a) The tenancy is a regulated tenancy as defined in the Rent (Scotland) Act 1984 ("the Act"); and
 - (b) the tenancy is a statutory tenancy, or will become one as a result of the operation of this notice (see section 32(3) of the Act); and
 - (c) a rent has been registered for the house which is higher than the rent payable at present.

The maximum amount by which a rent may be increased may be limited by the phasing arrangements set out in the Limits on Rent Increases (Scotland) (Order 1989 (S.I. 1989/2469). These limits cannot be evaded by a landlord granting to the tenant a new tenancy of the house. The limits are described in Note 5.

2. Insert the date upon which the rent determined by the Rent Officer or by the Rent Assessment Committee was registered for the dwellinghouse. The rent register may be inspected at the office of the Rent Officer.

3. The date from which the new rent takes effect must not be earlier than:
 - (a) the date of registration in paragraph 1 of the notice; and
 - (b) four weeks before the date of service of the notice; and
 - (c) where an application for a fair rent (other than a joint application or following a change of circumstances) is made within the last 3 months of the period of 3 years commencing when the registration of a fair rent took effect, the first day after the expiry of that period of 3 years; and
 - (d) if the tenancy is contractual, the date on which the tenancy could be terminated by a notice to quit served by the landlord at the same time as this notice.

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4. The previous rent limit is the amount, excluding the "noted amount" (if any) which was payable for the last rental period beginning—

- (a) before the date of registration; or**
- (b) as the case may require, before each subsequent anniversary of that date.**

5. The permitted increase is set by the Limits on Rents Increases (Scotland) Order 1989. This provides that for the first annual stage (which is the period of 12 months beginning with the date of registration) the rent can be increased by the greatest of:

- £104 a year; or**
- one quarter of the previous rent limit; or**
- one half of the total increase required to take the rent payable to the registered rent:**

Provided that the rent payable can never be increased above the registered rent. For the second stage (which starts on the first anniversary of the date of registration) the rent payable can be increased to the registered rent.

FORM NO 2RENT (SCOTLAND) ACT 1984APPLICATION FOR REGISTRATION OF A RENT

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

Use this form when applying for the registration of a rent (UNSUPPORTED BY A CERTIFICATE OF FAIR RENT) where the dwellinghouse is at present let on a regulated tenancy or on a secure tenancy from a registered housing association

All sections MUST be completed. Insert 'NOT KNOWN' where the information requested is not available.
Where boxes are shown, please tick.
Please send the form to the Rent Registration Office for the area in which the dwellinghouse is situated

1. Address of dwellinghouse

2. a. Name, address and telephone number of landlord: And of agent (if any):
b. If landlord is a registered housing association Please tick
-

3. Name and telephone number of tenant: And of agent (if any) (include address):
-

RENT

4. Please state the rent which you want registered as a fair rent
£..... per week/month/quarter/year
Include the amount of rent to be charged for any services or furniture provided by the landlord
-

PREVIOUS REGISTRATION

5. Has a rent already been registered for the dwellinghouse? YES NO

IF YES

- a. please state: the registration number
the effective date of registration

(These details are shown on the Notification of Registration sent to the landlord and tenant at the time of the last registration).

- b. Have there been any substantial changes (including any improvements or alterations) in the condition of the dwellinghouse since the previous registration? YES NO
If YES, please give details

- c. If this application is being made within 2 years and 9 months of the date of the previous registration, and it is not a joint application, please state why you are applying again:
-

DETAILS OF DWELLINGHOUSE

6. a. State what kind of dwellinghouse it is, such as a detached or terraced house, a flat, or room(s). (If a flat, give location in block eg 1 up Right; If room(s) give location or room number).
b. Give number and types of rooms (such as kitchen, livingroom):
c. Is any accommodation/facility (such as bathroom or kitchen) shared with others? YES NO
If YES, please give details
d. Does the tenancy include a garage, garden, yard or any other separate building or land? YES NO
If YES, please give details
-

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SERVICES

7. a. Does the landlord provide any services such as cleaning, heating or hot water supply? YES NO
 If YES, please give details or attach a separate list if necessary
- b. If YES, what do you think is a fair charge for services, to be included in the rent? £..... per week/month/quarter/year

FURNITURE

8. a. Does the landlord provide any furniture? YES NO
 If YES, please attach a copy of the inventory of furniture or, if you do not have a copy, please make up your own list and attach it.
- b. If YES, what do you think is a fair charge for furniture, to be included in the rent? £..... per week/month/quarter/year

BUSINESS USE

9. a. Is any part of the dwellinghouse used for conducting any type of business such as a shop, office, surgery etc? YES NO
 If YES, please give details:
- b. If YES, please state what you consider to be a fair rent for the parts of the dwellinghouse used for business purposes: £..... per week/month/quarter/year

DETAILS OF TENANCY

10. a. Do you have a copy of the tenancy agreement? YES NO
 (The Rent Officer may wish to see it later)
- b. When did the tenancy begin?
- c. What is the present rent? £.....
- d. How often is rent payable? Weekly Monthly
 Quarterly Yearly
- e. Under the terms of the tenancy, what repairs are the landlord's responsibility?
- f. Under the terms of the tenancy, what repairs are the tenant's responsibility?
- g. Is the tenancy a short tenancy? YES NO

IMPROVEMENTS AND DISREPAIR

11. a. Has the tenant improved or replaced anything (including furniture if it is provided) which he is not required to do under the tenancy agreement? YES NO
 If YES, please give details:
- b. Has the tenant caused any disrepair or other defect to the dwellinghouse (or furniture if it is provided) because he has not complied with the tenancy agreement? YES NO
 If YES, please give details:

I/WE APPLY FOR REGISTRATION OF A RENT

(Signature of Landlord/Agent)

(Signature of Tenant/Agent)

Date Date

Where there are joint landlords or joint tenants they should each sign unless one acts as an agent for the rest. In such a case he should state that he is acting as agent. In the case of a landlord and tenant applying together, both must sign.

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Use this form if you are the owner or the landlord intending:

- a. to provide a dwellinghouse by erection or conversion of premises; or
- b. to make improvements in a dwellinghouse; or
- c. to let a dwellinghouse which is not already let

and the tenancy will be a regulated tenancy or a secure tenancy by a registered housing association.

All sections **MUST** be completed. Insert "NOT KNOWN" where the information requested is not available.

Where boxes are shown, please tick.

Please send the form to the Rent Registration Office for the area in which the dwellinghouse is situated.

1. Address of dwellinghouse

2. a. Name, address and telephone number of landlord:
b. If landlord is a registered housing association

And of agent (if any):

please tick

3. a. Is the dwellinghouse vacant?
b. if YES, who should the Rent Officer contact about access for inspection?

YES NO

4. Name and telephone number of tenant (if any): (include address if tenant is currently residing elsewhere)

And of agent (if any) (include address):

RENT

5. Please state the rent which you want shown on the Certificate of Fair Rent

£..... per week/month/quarter/year

Include the amount of rent to be charged for any services or furniture which you provide

GROUNDINGS OF APPLICATION (cross out whichever does not apply)

6. a. Erection/conversion
b. Improvements to dwellinghouse
c. Proposal to let dwellinghouse

Give a brief description (including the estimated cost) of any proposed works or improvements and attach a copy of any relevant plans and specifications.

PREVIOUS REGISTRATION

7. a. Has a rent already been registered for the dwellinghouse?

YES NO

b. If YES, please state: the registration number

(These details are shown on the Notification of Registration sent to the landlord and tenant at the time of the last registration).

the effective date of registration

DETAILS OF HOUSE

8. a. State what kind of dwellinghouse it is, such as a detached or terraced house or a flat, or room(s). If a flat, give location in block eg 1 up Right; if room(s) give location or room number.

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- b. Give number and type of rooms (such as kitchen, living room):
- c. Does the tenancy include a garage, garden, yard or any other separate building or land? YES NO
If YES, please give details

DETAILS OF TENANCY

9A. If the dwellinghouse is ALREADY LET

- a. What is the present rent? £.....
- b. How often is the rent payable? Weekly Monthly
Quarterly Yearly
- c. Under the terms of the tenancy what repairs are the landlord's responsibility?
- d. Under the terms of the tenancy what repairs are the tenant's responsibility?
- e. Has the tenant improved or replaced anything (including furniture if it is provided) which he is not required to do under the tenancy agreement? YES NO
If YES, please give details:
- f. Has the tenant caused any disrepair or other defect to the dwellinghouse (or furniture if it is provided) because he has not complied with the tenancy agreement? YES NO
If YES, please give details

9B. If the dwellinghouse is NOT ALREADY LET and it is proposed to grant a tenancy, please state:

- a. The proposed duration of the tenancy
- b. How often will the rent be payable Weekly Monthly
Quarterly Yearly
- c. What repairs will be the landlord's responsibility?
- d. What repairs will be the tenant's responsibility?

SERVICES

- 10. a. Will the landlord provide any services? eg cleaning, heating, hot water supply etc? YES NO
If YES, please give details or attach a separate list if necessary
- b. If YES, what do you think is a fair charge for services, to be included in the rent? £. per week/month/quarter/year

FURNITURE

- 11. a. Will the landlord provide any furniture? YES NO
If YES, please give details or provide a copy of the inventory.
- b. If YES, what do you think is a fair charge for furniture, to be included in the rent? £..... per week/month/quarter/year

BUSINESS USE

- 12. a. Is any part of the dwellinghouse to be used for conducting any type of business such as a shop, office, surgery etc? YES NO
If YES, please give details:
- b. If YES, please state what you think would be a fair rent for the part of the dwellinghouse used for business purposes: £. per week/month/quarter/year

I/WE APPLY FOR A CERTIFICATE OF FAIR RENT FOR THE PREMISES NAMED IN QUESTION 1 ABOVE

Signed..... (Landlord/Agent) Date.....

If there are joint landlords each should sign unless one acts as an agent for the rest. In such a case he should state that he is acting as agent.

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FORM NO 4RENT (SCOTLAND) ACT 1984APPLICATION FOR REGISTRATION OF A RENT

Use this form when applying for the registration of a rent where **SUPPORTED BY A CERTIFICATE OF FAIR RENT** and the tenancy is a regulated tenancy or a secure tenancy granted by a registered housing association

All sections **MUST** be completed. Insert **'NOT KNOWN'** where the information requested is not available.
Where boxes are shown please tick the correct one.
Please send the form to the **Rent Registration Service Office for the area in which the dwellinghouse is situated.**

1. Address of dwellinghouse _____

2. Name, address and telephone number of the landlord: _____
And of agent (if any): _____

3. Details of certificate of fair rent: _____
i. Number
ii. When dated

4. a If the dwellinghouse was not subject to a tenancy when the certificate of fair rent was issued, has a regulated tenancy or a secure tenancy from a registered housing association now been granted? YES NO
b If YES, please state:
i Name of tenant
ii Date tenancy commenced
iii Duration of tenancy and rental period
iv whether the terms of the tenancy are as shown in the certificate of fair rent.

5. Where proposed works are specified in the certificate of fair rent have these works been carried out in accordance with the plans and specifications sent with the application for the certificate of fair rent? YES NO
If NO, please give details: _____

6. If no alterations were mentioned in the certificate of fair rent, is the condition of the dwellinghouse still the same? YES NO

7. If the certificate of fair rent stated an amount for services and/or furniture, are these services and/or furniture being provided? YES NO

I/WE APPLY FOR THE REGISTRATION OF A RENT IN ACCORDANCE WITH THE CERTIFICATE OF FAIR RENT

Signed..... (Landlord/Agent) Date.....

If there are joint landlords each should sign unless one acts as an agent for the rest. In such a case he should state that he is acting as agent.

FORM NO 5RENT (SCOTLAND) ACT 1984APPLICATION FOR THE CANCELLATION OF A REGISTRATION OF RENT

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

IMPORTANT: AN APPLICATION TO CANCEL THE REGISTRATION OF A RENT CANNOT BE ENTERTAINED UNTIL 3 YEARS AFTER THE DATE ON WHICH THE REGISTERED RENT TOOK EFFECT OR WAS CONFIRMED BY THE RENT OFFICER

Use Part A if you are applying under section 51 of the Act which enables a landlord and tenant who have entered into a rent agreement to apply jointly to the rent officer for the registration of a rent to be cancelled. Before the rent officer will agree to such a cancellation he must be satisfied that the rent payable under the agreement does not exceed a fair rent.

Use Part B if you are applying under section 52 of the Act which enables a registration of rent to be cancelled if a landlord applies because the dwellinghouse is no longer let on a regulated tenancy.

PART A

To the Rent Officer Date.....

We jointly apply, under section 51 of the Rent (Scotland) Act 1984, for the cancellation of the registration of rent for the dwellinghouse situated at

We have entered into a rent agreement a copy of which is enclosed. **NOTE: YOU MUST SEND A COPY OF YOUR RENT AGREEMENT WITH THIS APPLICATION**

Date last registration took effect

Name, address and telephone number of the landlord

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

Name and address of tenant

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

Has there been any change in the condition of the dwellinghouse since the date of last registration? YES NO

If YES, is the change due to

(i) any disrepair or other defect attributable to a failure by the tenant (including a former tenant) to comply with the terms of the tenancy, or YES NO

(ii) any improvement (including the replacement of any fixture or fitting) carried out by the tenant (including a former tenant) other than under the terms of the tenancy YES NO

Signed
Landlord/agent

.....
Tenant/agent

PART B

To the Rent Officer Date.....

I apply under section 52 of the Rent (Scotland) Act 1984 for the cancellation of the registration of rent for the dwellinghouse situated at

The dwellinghouse is not currently let on a regulated tenancy.

Date last registration took effect

Name, address and telephone number of the landlord

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

Date on which the dwellinghouse ceased to be let on a regulated tenancy

Signed
Landlord/agent

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

SCHEDULE 6

Regulation 8

REVOCATIONS

Regulations revoked	References
The Rent Book (Forms of Notice) (Scotland) Regulations 1976	S.I.1976/1469
The Notices to Quit (Prescribed Information) (Protected Tenancies and Part VII Contracts) (Scotland) Regulations 1980	S.I. 1980/1667
The Rent Book (Forms of Notice) (Scotland) Amendment Regulations 1980	S.I. 1980/1671
The Rent Regulation (Forms etc.) (Scotland) Regulations 1980	S.I. 1980/1672

EXPLANATORY NOTE

(This note is not part of the Regulations)

These Regulations re-enact with amendments various Regulations dealing with forms and information relating to certain kinds of tenancies. The principal change is the introduction of new types of form used in connection with applications for registration of a rent or for a certificate of fair rent under a regulated tenancy or under a tenancy where the landlord is a registered housing association. The Regulations also increase from 35p to £1.50 the fee for a certified copy of an entry in the register of rents.

Regulation 3 and Schedule 1 prescribe the particulars which a rent officer is required to enter in the register when he registers a rent for a dwellinghouse.

Regulation 4 and Schedule 2 prescribe the information to be contained in a notice to quit to determine a tenancy which is a protected tenancy under the Rent (Scotland) Act 1984 including a short tenancy, or a contract to which Part VII of that Act applies. Failure to include such information will in terms of section 112 of the Act render the notice to quit invalid.

Regulation 5 and Schedules 3 and 4 prescribe (a) the form of notice to be inserted in every rent book or similar document provided by the landlord for use in respect of a dwellinghouse let on or subject to a regulated tenancy and (b) the form of, and the information to be contained in, every rent book or similar document which is required by section 79(1) of the Act to be provided by a lessor for use in respect of a dwellinghouse where rent is payable weekly under a Part VII contract.

Regulation 6 and Schedule 5 prescribe the forms, which are to be used for the purposes of the Rent (Scotland) Act 1984 in the cases where these forms are applicable.

Regulation 7 prescribes a fee of £1.50 which is required to be paid to the rent officer to obtain a certified copy of an entry in the register.