1954 No. 1082 (S. 105)

The Housing (Repairs Increase) (Scotland) Regulations, 1954

Made - - - -	10*th August*, 1954
Coming into Operation	30*th August*, 1954

In exercise of the powers conferred upon me by sections 17, 18, 21, 28, 34 and 40 of and the First and Second Schedules to the Housing (Repairs and Rents) (Scotland) Act, 1954(**a**), and of all other powers enabling me in that behalf, I hereby make the following regulations:—

1. These regulations may be cited as the Housing (Repairs Increase) (Scotland) Regulations, 1954, and shall come into operation on the 30th day of August, 1954.

2.—(1) In these regulations, the expression "the Act" means the Housing (Repairs and Rents) (Scotland) Act, 1954.

(2) The Interpretation Act, 1889(**b**), applies to the interpretation of these regulations as it applies to the interpretation of an Act of Parliament.

3. The forms set out in the First Schedule to these regulations, or forms substantially to the like effect, shall be the forms to be used for the purposes of the Act in the cases to which these forms are applicable.

4. Any document which is required to be in a form contained in the First Schedule to these regulations, or in a form substantially to the like effect, shall contain the information comprised in such of the Notes set out in the Second Schedule to these regulations as are referred to in the relevant form.

5.—(1) For the purposes of sub-paragraph (3) of paragraph 7 of the First Schedule to the Act, the floor area of a dwelling-house shall be ascertained in accordance with the rules set forth in the Third Schedule to these regulations.

(2) In this regulation and in the Third Schedule to these regulations, any reference to a dwelling-house shall be deemed to include a reference to any other premises which are treated as a dwelling-house for the purposes of the said sub-paragraph.

Dated this 10th day of August, 1954.

James Stuart,
One of Her Majesty's Principal Secretaries of State.

St. Andrew's House,
Edinburgh, 1.

(**a**) 2 & 3 Eliz. 2, c. 50. (**b**) 52 & 53 Vict. c. 63.

FIRST SCHEDULE

FORMS TO BE USED FOR PURPOSES OF THE ACT

List of Forms

Form	*Purpose*	*Reference to provisions of the Act*
1.	Forms of notice of repairs increase—	
	(A) Form to be used where the dwelling-house is *not* one to which section 20 of the Act applies and *no* apportionment is necessary under paragraph 7 (3) of the First Schedule to the Act.	Section 17 and First Schedule
	(B) Form to be used where the dwelling-house is *not* one to which section 20 of the Act applies and apportionment is necessary under the said paragraph 7 (3).	Section 17 and First Schedule
	(C) Form to be used where the dwelling-house is one to which section 20 of the Act applies and *no* apportionment is necessary under the said paragraph 7 (3).	Sections 17 and 20 and First and Second Schedules
	(D) Form to be used where the dwelling-house is one to which section 20 of the Act applies and apportionment is necessary under the said paragraph 7 (3).	Sections 17 and 20 and First and Second Schedules
2.	Certificate of disrepair.	Section 18 (1)
3.	Certificate as to service of notice under section 7 of the Housing (Scotland) Act, 1950.	Section 18 (2)
4.	Certificate of repair.	Section 20 and Second Schedule
5.	Certificate of refusal to grant repair certificate.	Section 20 and Second Schedule
6.	Notice of passing on of repairs increase.	Section 21
7.	Notice of increase of standard rent.	Section 28 (2)

1. Forms of Notice of Repairs Increase

(A) *Form to be used where the dwelling-house is* not *one to which section* 20 *of the Act applies and* no *apportionment is necessary under paragraph* 7 (3) *of the First Schedule to the Act.*

HOUSING (REPAIRS AND RENTS) (SCOTLAND) ACT, 1954

Notice to [prospective] [a] tenant of repairs increase of rent

Date.....

To.....[prospective][a] tenant of.....

.....(hereinafter referred to as " the dwelling-house ").

I, ..., the landlord of the dwelling-house being [wholly][b] [partly][c] responsible for repairs [Note 1]:—

(1) hereby give notice that [Note 2]—

[the existing recoverable rent of the dwelling-house inserted at (i) of Appendix A to this notice will be increased as from by the repairs increase permitted by the above-mentioned Act, the amount of which is inserted at (ii) of Appendix A to this notice; and][d]

[the rent proposed to be charged for the dwelling-house is per , and is made up of the existing recoverable rent, the amount of which is inserted at (i) of Appendix A to this notice, and the repairs increase permitted by the above-mentioned Act, the amount of which is inserted at (ii) of Appendix A to this notice; and][a]

(2) hereby make the following declaration [Note 3]—

(i) at the date of service of this notice the conditions justifying an increase of rent are fulfilled and the dwelling-house is not a dwelling-house to which section 20 of the said Act applies [Notes 4 and 5]; and

(ii) during the period of (e) ending on the day of , 19 , being [the period of twelve months](f) [a continuous period of three years falling within the four years](g) ending with the date of service of this notice, work of the description specified in Appendix B to this notice has been carried out on or for the benefit of the dwelling-house to a value not less than (h) of the rent which was recoverable in respect of the dwelling-house immediately before the commencement of the Act [Notes 6, 7 and 14].

(Signed) .....

(Address) .....

.....

APPENDIX A

Increase of Rent

	Amount per ..... £ s. d.
(i) Existing recoverable rent of the dwelling-house [Note 8] [inclusive of occupiers' rates](j)	
(ii) Repairs increase [Notes 9 to 12]—	
[..... per cent.(k) of](c) two-fifths of the rent which was recoverable immediately before 30th August, 1954 [Note 9(2)]	
TOTAL RENT [inclusive of occupiers' rates](j) ...	

APPENDIX B

Work carried out on or for the benefit of the dwelling-house

(This Appendix is to be completed by the insertion of a statement of the nature of the work in general terms under each of the headings which is material [Note 6].)

	Value of Work £ s. d.
1. Work carried out on the dwelling-house	
2. Repair, maintenance or replacement of fixtures and fittings	
3. Other work wholly for the benefit of the dwelling-house	

	Value of Work £ s. d.
4. Other work partly for the benefit of the dwelling-house and partly for the benefit of other premises [Note 13]	
Total Value	

	Value of Work £ s. d.
Proportion of value apportionable to dwelling-house per cent.	
Apportioned value	
TOTAL	

Notes for guidance in completing this form

(a) Delete word(s) in square brackets in the case of a tenant.
(b) Delete word in square brackets if landlord only partly responsible for repairs.
(c) Delete word(s) in square brackets if landlord wholly responsible for repairs.
(d) Delete words in square brackets in the case of a prospective tenant.
(e) Insert " twelve months " or " three years ".
(f) Delete words in square brackets if period inserted at (e) is three years.
(g) Delete words in square brackets if period inserted at (e) is twelve months.
(h) If period inserted at (e) is—
(i) twelve months, insert " three-fifths " or, where the landlord is only partly responsible for repair, ".....per cent. of three-fifths ", inserting the appropriate percentage. [See Note 12.]
(ii) three years, insert " six-fifths " or, where the landlord is only partly responsible for repair, " .....per cent. of six-fifths ", inserting the appropriate percentage. [See Note 12.]
(j) Delete words in square brackets where tenant does not pay occupiers' rates along with rent.
(k) Insert appropriate percentage. [See Note 12.]

(B) *Form to be used where the dwelling-house is* not *one to which section* 20 *of the Act applies and apportionment is necessary under paragraph* 7 (3) *of the First Schedule to the Act.*

HOUSING (REPAIRS AND RENTS) (SCOTLAND) ACT, 1954

Notice to [prospective](a) tenant of repairs increase of rent

Date.....

To.....[prospective](a) tenant of.....

.....(hereinafter referred to as " the dwelling-house ").

I, ..., the landlord of the dwelling-house being [wholly](b) [partly](c) responsible for repairs [Note 1]—

(1) hereby give notice that [Note 2]—

[the existing recoverable rent of the dwelling-house inserted at (i) of Appendix A to this notice will be increased as from by the repairs increase permitted by the above-mentioned Act, the amount of which is inserted at (ii) of Appendix A to this notice; and](d)

[the rent proposed to be charged for the dwelling-house is per , and is made up of the existing recoverable rent, the amount of which is inserted at (i) of Appendix A to this notice, and the repairs increase permitted by the above-mentioned Act, the amount of which is inserted at (ii) of Appendix A to this notice; and](a)

(2) hereby make the following declaration [Note 3]—

(i) at the date of service of this notice the conditions justifying an increase of rent are fulfilled and the dwelling-house is not a dwelling-house to which section 20 of the said Act applies [Notes 4 and 5];

(ii) during the period of (e) ending on the day of 19 , being [the period of twelve months](f)

[a continuous period of three years falling within the four years](g) ending with the date of service of this notice, work of the description specified in Appendix B to this notice has been carried out on premises in the building of which the dwelling-house forms part or on the building itself, or so as to enure for the benefit of any of the premises in the building; and

(iii) by virtue of the provisions of sub-paragraph (3) of paragraph 7 of the First Schedule to the said Act, and having regard to the [floor areas](h) [rateable values](j) specified in Appendix C to this notice, work is treated as having been carried out during that period on the dwelling-house to a value not less than (k) of the rent which was recoverable in respect of the dwelling-house immediately before the commencement of the said Act [Notes 6, 7, 14 and 15].

(Signed) .....

(Address) .....

.....

Appendix A

Increase of Rent

	Amount per ..... £ s. d.
(i) Existing recoverable rent of the dwelling-house [Note 8] [inclusive of occupiers' rates](l)	
(ii) Repairs increase [Notes 9 to 12]— [.....per cent.(m) of](n) two-fifths of the rent which was recoverable immediately before 30th August, 1954 [Note 9 (2)]	
Total Rent [inclusive of occupiers' rates](l) ...	

Appendix B

Work carried out on building of which the dwelling-house forms part or on or for benefit of premises in building [Note 15].

(This Appendix is to be completed by the insertion of a statement of the nature of the work in general terms under each of the headings which is material.)

	Cost of work so far as borne by landlord. £ s. d.
1. Work carried out on the building	
2. Work carried out on the dwelling-house and other premises in the building	

	Cost of work so far as borne by landlord £ s. d.
3. Other work for the benefit of all or any of the premises in the building	
(i) Total cost of work borne by the landlord	
(ii) Value of work treated as having been carried out on the dwelling-house— $\frac{(n)}{(o)}$ of £	(p) = £

[APPENDIX C

Statement of floor areas [*Note* 16]

(i) The floor area of the dwelling-house is.....sq. feet

(ii) The total floor areas of all the premises of which I am landlord, contained in the building of which the dwelling-house forms part, is(q).....sq. feet](h)

[APPENDIX C

Statement of rateable values

	£ s. d.
(i) The rateable value of the dwelling-house is	
(ii) The total rateable values of all the premises of which I am landlord, contained in the building of which the dwelling-house forms part, is(q)	](j)

Notes for guidance in completing this form

(a) Delete word(s) in square brackets in the case of a tenant.

(b) Delete word in square brackets if landlord only partly responsible for repairs.

(c) Delete word(s) in square brackets if landlord wholly responsible for repairs.

(d) Delete words in square brackets in the case of a prospective tenant.

(e) Insert " twelve months " or " three years ".

(f) Delete words in square brackets if period inserted at (e) is three years.

(g) Delete words in square brackets if period inserted at (e) is twelve months.

(h) Delete words in square brackets if apportionment of work carried out on the building is based on rateable value. [See Note 15 (3).]

(j) Delete words in square brackets if apportionment of work carried out on the building is based on floor areas. [See Note 15 (3).]

(k) If period inserted at (e) is—

(i) twelve months, insert " three-fifths " or, where the landlord is only partly responsible for repair, " .....per cent. of three-fifths ", inserting the appropriate percentage. [See Note 12.]

(ii) three years, insert " six-fifths " or, where the landlord is only partly responsible for repair, ".....per cent. of six-fifths ", inserting appropriate percentage. [See Note 12.]

(l) Delete words in square brackets where tenant does not pay occupiers' rates along with rent.

(m) Insert appropriate percentage. [See Note 12.]

(n) Here insert area/rateable value at (i) of Appendix C.

(o) Here insert area/rateable value at (ii) of Appendix C.

(p) Here insert the amount brought out at (i) of Appendix B.

(q) This figure should include the area/rateable value of premises of which the landlord is treated for this purpose as being the landlord. [See Note 15 (3).]

(C) *Form to be used where the dwelling-house is one to which section* 20 *of the Act applies and* no *apportionment is necessary under paragraph* 7 (3) *of the First Schedule to the Act.*

HOUSING (REPAIRS AND RENTS) (SCOTLAND) ACT, 1954

Notice to [prospective] (a) tenant of repairs increase of rent

Date.....

To....., [prospective] (a) tenant of.....

.....(hereinafter referred to as " the dwelling-house ").

I,....., the landlord of the dwelling-house being [wholly] (b) [partly] (c) responsible for repairs [Note 1]—

(1) hereby give notice that [Note 2]—

[the existing recoverable rent of the dwelling-house inserted at (i) of Appendix A to this notice will be increased as from by the repairs increase permitted by the above-mentioned Act, the amount of which is inserted at (ii) of Appendix A to this notice; and] (d)

[the rent proposed to be charged for the dwelling-house is per , and is made up of the existing recoverable rent, the amount of which is inserted at (i) of Appendix A to this notice, and the repairs increase permitted by the above-mentioned Act, the amount of which is inserted at (ii) of Appendix A to this notice; and] (a)

(2) hereby make the following declaration [Notes 3, 4 and 17]—

(i) at the date of service of this notice there is in force a certificate by the local authority dated , 19 , to the effect that the conditions justifying an increase of rent are fulfilled [Notes 5 and 18].

(ii) during the period of (e) ending on the day of , 19 , being [the period of twelve months] (f) [a continuous period of three years falling within the four years] (g) ending with the date of service of this notice, work of the description specified in Appendix B to this notice has been carried out on or for the benefit of the dwelling-house to a value not less than (h) of the rent which was recoverable in respect of the dwelling-house immediately before the commencement of the Act [Notes 6 and 14]; and

(iii) on [we agreed in writing that](f) [the Sheriff determined that] (f) work has been carried out as specified in paragraph (ii) of this declaration.

(Signed).....

(Address).....

.....

APPENDIX A

Increase of Rent

	Amount per ..... £ s. d.
(i) Existing recoverable rent of the dwelling-house [Note 8] ... [inclusive of occupiers' rates](k)	
(ii) Repairs increase [Notes 9 to 12]— [...(l) per cent. of] (c) two-fifths of the rent which was recoverable immediately before 30th August, 1954 [Note 9 (2).]	
TOTAL RENT [inclusive of occupiers' rates](k)	

APPENDIX B

Work carried out on or for the benefit of the dwelling-house

(This Appendix is to be completed by the insertion of a statement of the nature of the work in general terms under each of the headings which is material [Note 6].)

	Value of Work £ s. d.
1. Work carried out on the dwelling-house	
2. Repair, maintenance or replacement of fixtures and fittings	
3. Other work wholly for the benefit of the dwelling-house	

	Value of work £ s. d.
4. Other work partly for the benefit of the dwelling-house and partly for the benefit of other premises [Note 13]	
Total Value	
Proportion of value apportionable to dwelling-house per cent.	
Apportioned value	
TOTAL	

Notes for guidance in completing this form

(a) Delete word(s) in square brackets in the case of a tenant.
(b) Delete words in square brackets if landlord only partly responsible for repairs.
(c) Delete word(s) in square brackets if landlord wholly responsible for repairs.
(d) Delete words in square brackets in the case of a prospective tenant.
(e) Insert " twelve months " or " three years ".
(f) Delete words in square brackets if period inserted at (e) is three years.
(g) Delete words in square brackets if period inserted at (e) is twelve months.
(h) If period inserted at (e) is—
(i) twelve months, insert " three-fifths " or, where the landlord is only partly responsible for repair, " ... % of three-fifths ", inserting the appropriate percentage. [See Note 12.]
(ii) three years, insert " six-fifths " or, where the landlord is only partly responsible for repair, " ... % of six-fifths ", inserting the appropriate percentage. [See Note 12.]
(j) Delete words in square brackets which are inapplicable.
(k) Delete words in square brackets where tenant does not pay occupiers' rates along with rent.
(l) Insert appropriate percentage. [See Note 12.]

(D) *Form to be used where the dwelling-house is one to which section 20 of the Act applies and apportionment is necessary under paragraph 7 (3) of the First Schedule to the Act.*

HOUSING (REPAIRS AND RENTS) (SCOTLAND) ACT, 1954

Notice to [prospective] (a) tenant of repairs increase of rent

Date.....

To.....[prospective] (a) tenant of.....
.....(hereinafter referred to as " the dwelling-house ").

I, , the landlord of the dwelling-house, being [wholly] (b) [partly] (c) responsible for repairs [Note 1]—

(1) hereby give notice that [Note 2]—

[the existing recoverable rent of the dwelling-house inserted at (i) of Appendix A to this notice will be increased as from by the repairs increase permitted by the above-mentioned Act, the amount of which is inserted at (ii) of Appendix A to this notice; and] (d)

[the rent proposed to be charged for the dwelling-house is per , and is made up of the existing recoverable rent, the amount of which is inserted at (i) of Appendix A to this notice, and the repairs increase permitted by the above-mentioned Act, the amount of which is inserted at (ii) of Appendix A to this notice; and] (a)

(2) hereby make the following declaration [Notes 3, 4 and 17]—

(i) at the date of service of this notice there is in force a certificate by the local authority dated , 19 , to the effect that the conditions justifying an increase of rent are fulfilled [Notes 5 and 18];

(ii) during the period of (e) ending on the day of , 19 , being [the period of twelve months] (f) [a continuous period of three years falling within the four years] (g) ending with the date of service of this notice, work of the description specified in Appendix B to this notice has been carried out on premises in the building of which the dwelling-house forms part, or on the building itself, or so as to enure for the benefit of any of the premises in the building;

(iii) by virtue of the provisions of sub-paragraph (3) of paragraph 7 of the First Schedule to the said Act, and having regard to the [floor areas](h) [rateable values](j) specified in Appendix C to this notice, work is treated as having been carried out during that period on the dwelling-house to a value not less than (k) of the rent which was recoverable in respect of the dwelling-house immediately before the commencement of the said Act [Notes 6, 14 and 15]; and

(iv) on [we agreed in writing that](l) [the Sheriff determined that] (l) work has been carried out as specified in paragraph (ii) of this declaration.

(Signed).....

(Address).....

.....

APPENDIX A

Increase of Rent

	Amount per ..... £ s. d.
(i) Existing recoverable rent of the dwelling-house [Note 8] [inclusive of occupiers' rates](m)	
(ii) Repairs increase [Notes 9 to 12]—	
[...per cent. (n) of](c) two-fifths of the rent which was recoverable immediately before 30th August, 1954 [Note 9(2)] ...	
TOTAL RENT [inclusive of occupiers' rates](m) ...	

APPENDIX B

Work carried out on building of which the dwelling-house forms part or on or for the benefit of premises in the building [Note 15]

(This Appendix is to be completed by the insertion of a statement of the nature of the work in general terms under each of the headings which is material.)

	Cost of work so far as borne by landlord £ s. d.
1. Work carried out on the building	
2. Work carried out on the dwelling-house and other premises in the building	

	Cost of work so far as borne by landlord £ s. d.
3. Other work for the benefit of all or any of the premises in the building	
(i) Total cost of work borne by the landlord	
(ii) Value of work treated as having been carried out on the dwelling house—	

$$\frac{(o)}{(p)} \text{ of } £ \quad = \quad £ \ (q)$$

[APPENDIX C

Statement of floor areas [*Note* 16]

(i) The floor area of the dwelling-house is.....sq. feet

(ii) The total floor areas of all the premises of which I am the landlord, contained in the building of which the dwelling-house forms part, is (r).....sq. feet] (h)

[APPENDIX C

Statement of rateable values £ s. d.

(i) The rateable value of the dwelling-house is ... ...

(ii) The total rateable values of all the premises of which I am landlord, contained in the building of which the dwelling-house forms part, is (r) ... ...] (j)

Notes for guidance in completing this form

(a) Delete word(s) in square brackets in the case of a tenant.

(b) Delete word in square brackets if landlord only partly responsible for repairs.

(c) Delete word(s) in square brackets if landlord wholly responsible for repairs.

(d) Delete words in square brackets in the case of a prospective tenant.

(e) Insert " twelve months " or " three years ".

(f) Delete words in square brackets if period inserted at (e) is three years.

(g) Delete words in square brackets if period inserted at (e) is twelve months.

(h) Delete words in square brackets if apportionment of work carried out on the building is based on rateable value. [See Note 15 (3).]

(j) Delete words in square brackets if apportionment of work carried out on the building is based on floor areas. [See Note 15 (3)].

(k) If period inserted at (e) is—

(i) twelve months, insert " three-fifths " or, where the landlord is only partly responsible for repair, ".....per cent. of three-fifths ", inserting the appropriate percentage. [See Note 12.]

(ii) three years, insert " six-fifths " or, where the landlord is only partly responsible for repair, ".....per cent. of six-fifths ", inserting the appropriate percentage. [See Note 12.]

(l) Delete words in square brackets which are inapplicable.

(m) Delete words in square brackets where tenant does not pay occupiers' rates along with rent.

([n]) Insert appropriate percentage. [See Note 12.]
([o]) Here insert area/rateable value at (i) of Appendix C.
([p]) Here insert area/rateable value at (ii) of Appendix C.
([q]) Here insert the amount brought out at (i) of Appendix B.
([r]) This figure should include the area/rateable value of premises of which the landlord is treated for this purpose as being the landlord.

2. Form of Certificate of Disrepair

HOUSING (REPAIRS AND RENTS) (SCOTLAND) ACT, 1954

Certificate of Disrepair ([a])

Date.....

1. With reference to the application made under section 18 of the above-mentioned Act by.....tenant of the dwelling-house....., on the day of , 19 , the .....([b]) hereby certify [Note 19] that the dwelling-house—

(*a*) is not in good and tenantable repair ([c]) [Note 19 (5)];

(*b*) is in some other respect unfit for human habitation ([d]) [Note 20].

2. The defects by reason of which the dwelling-house is not in good and tenantable repair are those specified in the First Schedule hereto.([c])

3. The defects by reason of which the dwelling-house is in some other respect unfit for human habitation are those specified in the Schedule Second hereto.([d])

4. The tenant has paid a fee of one shilling on applying for this certificate. [Note 21.]

(Signature and designation of authorised officer of local authority)

FIRST SCHEDULE ([c])

Defects of Repair

(This Schedule is to be completed by the insertion of a description of defects under each of the headings which is material.)

1. External Structure.

2. Internal Structure.

3. Fixtures and Fittings.

4. Other defects of Repair.

SECOND SCHEDULE ([d])

Defects as to Unfitness for Human Habitation

(This Schedule is to be completed by the insertion of a description of defects.)

Notes

([a]) The local authority must serve a copy of this certificate on the landlord.
([b]) Insert name of local authority granting the certificate.
([c]) Delete this sub-paragraph/paragraph/Schedule if the certificate is granted solely on the grounds that the dwelling-house is in some other respect unfit for human habitation.
([d]) Delete this sub-paragraph/paragraph/Schedule if the certificate is granted solely on the grounds that the dwelling-house is not in good and tenantable repair.

3. Form of Certificate as to the service of a notice under section 7 of the Housing (Scotland) Act, 1950

HOUSING (REPAIRS AND RENTS) (SCOTLAND) ACT, 1954

Certificate as to service of a Notice under section 7 of the Housing (Scotland) Act, 1950[a]

Date.....

The , [b] hereby certify [Note 22] that on , 19 , they served on as person having control of the dwelling-house a notice under section 7 of the Housing (Scotland) Act, 1950, requiring the execution of the works specified in the Schedule hereto, which notice became operative on , 19 .

(Signature and designation of authorised officer of local authority)

SCHEDULE

(This Schedule is to be completed by the insertion of a description of the works specified in the Schedule to the Notice served under section 7 of the Housing (Scotland Act, 1950.)

Notes

[a] The local authority must serve a copy of this certificate on the landlord and on the tenant.

[b] Here insert name of local authority granting certificate.

---

4. Form of certificate of repair

HOUSING (REPAIRS AND RENTS) (SCOTLAND) ACT, 1954

Certificate of Repair

Date.....

With reference to the application made by landlord of the dwelling-house under section 20 of and the Second Schedule to the above-mentioned Act, the [a] hereby certify [Note 23] that the dwelling-house fulfils both the conditions justifying an increase in rent [Note 5].

(Signature and designation of authorised officer of local authority)

[a] Here insert name of local authority granting the certificate.

---

5. Form of Certificate of refusal to grant repair Certificate

HOUSING (REPAIRS AND RENTS) (SCOTLAND) ACT, 1954

Certificate of Refusal of Repair Certificate [a]

Date.....

1. With reference to the application made by landlord of the dwelling-house for a certificate under paragraph 1 of the Second Schedule to the above-mentioned Act that the dwelling-house fulfils both the conditions justifying an increase in rent [Note 5], the [b] hereby certify [Note 24] that they have refused to grant such a certificate on the grounds that the dwelling-house—

(*a*) is not in good and tenantable repair [c]

(*b*) is in some other respect unfit for human habitation [d]

2. The defects by reason of which the dwelling-house is not in good and tenantable repair are those specified in the First Schedule hereto. (c)

3. The defects by reason of which the dwelling-house is in some other respect unfit for human habitation are those specified in the Second Schedule hereto. (d)

(Signature and designation of authorised officer of local authority)

FIRST SCHEDULE (c)

Defects of Repair

(This Schedule is to be completed by the insertion of a description of defects under each of the headings which is material.)

1. External structure.

2. Internal structure.

3. Fixtures and Fittings.

4. Other defects.

SECOND SCHEDULE (d)

Defects as to Fitness for Human Habitation

(This Schedule is to be completed by the insertion of a description of defects.)

Notes for guidance in completing this form

(a) The local authority must serve a copy of this certificate on the landlord and on the tenant.

(b) Insert name of local authority granting the certificate.

(c) Delete this sub-paragraph/paragraph/Schedule if the certificate is granted solely on the grounds that the dwelling-house is in some other respect unfit for human habitation.

(d) Delete this sub-paragraph/paragraph/Schedule if the certificate is granted solely on the grounds that the dwelling-house is not in good and tenantable repair.

6. Form of Notice of passing on of Repairs Increase

HOUSING (REPAIRS AND RENTS) (SCOTLAND) ACT, 1954

Notice of passing on of repairs increase

Date.....

To sub-tenant of

Take notice [Note 25] that a repairs increase and/or passed on repairs increase [is] [will be] payable by me to my landlord as from , and that the existing recoverable rent of the above-mentioned dwelling-house, the amount of which is inserted at (1) below, will as from be increased by the sum inserted at (2) below.

(Signed) .....

(Address) .....

.....

	Amount per £ s. d.
(1) Existing recoverable rent [Note 8] (including any repairs increase payable by the sub-tenant [and occupiers' rates][a]) ...	
(2) Sum, (as calculated in the manner set out at "A" below) passed on to sub-tenant on account of repairs increase (including passed on repairs increase, if any) payable by sub-tenant's landlord [Notes 26, 27, 5, 10 and 11]	
TOTAL RENT [inclusive of occupiers' rates][a] ...	

A. *Calculation of sum to be passed on to sub-tenant*

	Amount per £ s. d.
Repairs increase (including passed on repairs increase) payable by sub-tenant's landlord	
(i) Just proportion of the repairs increase payable by sub-tenant's landlord where the sub-tenancy is of part only of the premises comprised in the tenancy [Notes 26 (2) and 14]	
Less	
(ii) The amount, if any, calculated in the manner set out at "B" below which is necessary to ensure that the amount of the repairs increase to be passed on, together with the amount of any repairs increase payable by the sub-tenant, shall not exceed an amount equal to two-fifths of the rent which was recoverable in respect of the sub-tenant's dwelling-house immediately before the commencement of the above-mentioned Act [Note 26 (4)]	
Sum to be passed on	

B. *Calculation referred to in (ii) above*

	Amount per £ s. d.
(*a*) Amount of repairs increase and/or passed on repairs increase payable by sub-tenant's landlord	
less: amount set out at (i) above	
(*b*) Amount of repairs increase payable by the sub-tenant ...	
Total of (*a*) and (*b*)	
Less:—	
(*c*) Amount equal to two-fifths of the rent which was recoverable in respect of the sub-tenant's dwelling-house immediately before the commencement of the above-mentioned Act [Note 26 (5)] ...	
AMOUNT OF TOTAL OF (*a*) AND (*b*) LESS (*c*)	
(This amount is carried to A (ii) above *only* if total of (*a*) and (*b*) is greater than (*c*).)	

Note for guidance in completing this form.

(*a*) Delete words in square brackets where sub-tenant does not pay occupiers' rates along with rent.

7. Form of Notice of increase of standard rent

HOUSING (REPAIRS AND RENTS) (SCOTLAND) ACT, 1954

Notice of increase of standard rent

Date.....

To tenant of

Take notice [Note 28] that, the Rent Tribunal having determined on the day of , 19 , that the reasonable rent for the above-mentioned premises was £ s. d. per , that rent will, by virtue of the provisions of proviso (*a*) to sub-section (2) of section 28 of the Housing (Repairs and Rents) (Scotland) Act, 1954, become the standard rent of the premises as from the day of , 19 .

(Signed) .....

(Address) .....

.....

SECOND SCHEDULE

NOTES TO BE INSERTED IN THE VARIOUS FORMS CONTAINED IN THE FIRST SCHEDULE TO THESE REGULATIONS

Note 1

The landlord is treated as being wholly responsible for repairs, if the tenant is under no express liability to carry out any repairs.

Note 2

A repairs increase of rent can only be charged after notice has been given by the landlord in the statutory form or in a form substantially to the same effect. If the premises are occupied, the date specified in the notice as being the date from which the increase is payable must not be earlier than eight weeks after the date of service of the notice. If the notice is served on a prospective tenant, the increase of rent will become operative immediately he becomes tenant. If he does not become tenant, the notice has no effect. Where a notice of increase has been served on any tenant or prospective tenant and has become effective, the increase may be continued without further notice to any subsequent tenant.

Note 3

If the landlord in his declaration as to the work carried out on the dwelling-house makes a statement which he knows to be false in a material particular, or recklessly makes a statement which is false in a material particular, he is liable on summary conviction to a fine not exceeding £30.

Note 4

(1) Section 20 of the Housing (Repairs and Rents) (Scotland) Act, 1954, applies to dwelling-houses which have been the subject of statutory action by way of certificate, notice or intimation by the local authority because they have been found unsatisfactory in some respect, if—

(*a*) the statutory action was taken between 13th November, 1953, and 30th August, 1954; or

(*b*) the statutory action was taken before that period but the certificate, or notice was still in force or outstanding at 13th November, 1953.

(2) The three forms of statutory action which count are—

(*a*) the issue of a certificate of disrepair by the sanitary authority or an Order of the Court suspending the increase permitted under the Rent Act of 1920;

(*b*) an operative notice issued under section 7 of the Housing (Scotland) Act, 1950, requiring works to be carried out on the dwelling-house;

(*c*) an intimation or a notice under the Public Health (Scotland) Act, 1897, in respect of a nuisance arising from any want or defect of a structural character. The nuisance need not have been in the dwelling-house itself if it affected the dwelling-house or the building containing the dwelling-house in such a way that the local authority decided to serve the notice or intimation on the owner of the dwelling-house.

Note 5

(1) The conditions justifying an increase of rent are—

(*a*) that the dwelling-house is in good and tenantable repair; and

(*b*) that it is not in any other respect unfit for human habitation.

(2) In determining whether the dwelling-house is in good and tenantable repair there is disregarded any defect due to—

(*a*) any act, neglect or default by the tenant, or any person claiming under him, or

(*b*) any breach by the tenant or such a person of the express agreement.

(3) In determining whether a dwelling-house is fit for human habitation regard must be had to the extent, if any, to which it falls short of the building regulations in force in the district, by reason of disrepair or sanitary defects such as lack of air space or of ventilation, darkness, dampness, absence of adequate and readily accessible water supply or of sanitary arrangements or of other conveniences and inadequate paving or drainage of courts, yards and passages.

(4) A dwelling-house which is part only of a building is not treated as being in good and tenantable repair unless every part of the building which a tenant of the dwelling-house requires to use in connection with his occupation of the dwelling-house is also in good and tenantable repair.

Note 6

(1) No repairs increase can be claimed unless work has been carried out on or for the benefit of the dwelling-house during a period and to a value determined in the following manner.

(2) Where the landlord is wholly responsible for repairs there must, in the period of twelve months ending with the date of service of the notice, have been carried out on or for the benefit of the dwelling-house work (the nature of which must be specified in general terms in the landlord's declaration) to a value of not less than three-fifths of the rent which was recoverable in respect of the dwelling-house immediately before 30th August, 1954.

(3) If the notice is served within six months after 30th August, 1954, the landlord may as an alternative to the requirement mentioned in paragraph (2) above, show that in any continuous period of three years falling within the four years ending with the date of service of the notice, work (the nature of which must be specified in general terms in the landlord's declaration) has been carried out on or for the benefit of the dwelling-house to a value of not less than six-fifths of the rent which was recoverable in respect of the dwelling-house immediately before 30th August, 1954.

(4) For the purpose of the calculations referred to in the two foregoing paragraphs " the rent which was recoverable.....immediately before 30th August, 1954 " is as defined in section 39 (3) of the Housing (Repairs and Rents) (Scotland) Act, 1954. It is arrived at—

(i) by excluding from the actual amount payable by the tenant any occupiers' rates and any part of the rent representing services or the use of furniture; and

(ii) by adding back any amount which would have been then payable if all the works necessary to secure that the dwelling-house was in all respects reasonably fit for human habitation and otherwise in a reasonable state of repair had been carried out.

The rent to be used for the purpose of the calculations, may, therefore, differ from the actual amount of rent payable by the tenant.

Any questions arising out of these adjustments is to be determined, failing agreement in writing between the parties, by the Sheriff.

(5) Where the landlord is only partly responsible for the repair of the premises, the value of the work which is required to have been carried out is proportionately reduced.

(6) A landlord is treated as being responsible for any repairs which the tenant is not under an express liability to carry out. Where the tenant is expressly liable to do some of the repairs, the proportion of the repairs for which the landlord is liable must either be determined by agreement in writing between the landlord and the tenant or, if they are unable to agree, by the Sheriff on the application of either of them. (See Note 14.)

(7) In determining whether work to the appropriate value has been carried out on any dwelling-house—

(*a*) no work can be taken into account other than work for securing that the dwelling-house is in good and tenantable repair and is not in any other respect unfit for human habitation; and

(*b*) there must be disregarded any work—

(i) carried out by and at the cost of the tenant or any predecessor in title of his or by and at the cost of any person claiming under the tenant or any predecessor in title of his; and

(ii) if the cost thereof has been or will be reimbursed under Part I of the War Damage Act, 1943.

Note 7

(1) Within twenty-eight days after the service of the notice of increase, the tenant may challenge the landlord's declaration as to the carrying out of work by applying to the Sheriff to determine whether work has been carried out on or for the benefit of the dwelling-house during the period specified in the declaration to a value not less than the value specified, and/or whether the value specified is at least the value required by the Act in order to entitle the landlord to a repairs increase. (See Note 14.)

(2) If the Sheriff is not satisfied that work to the proper value has been carried out, he will certify accordingly, and in that event the notice will be treated as never having had any effect. If the tenant has already made payments by way of repairs increase, these will be recoverable within two years from the date of payment, and may be deducted from any subsequent payment of rent.

Note 8

The existing recoverable rent is usually the rent being paid by the tenant/sub-tenant. This rent is made up of the standard rent with the addition of any permitted increases under the Rent and Mortgage Interest Restrictions Acts on account of repairs (the

40 per cent. maximum permitted by section 2 (1) (*c*) and (*d*) of the Rent Act of 1920), on account of increased rates (section 2 (1) (*b*) of that Act), on account of improvements (section 2 (1) (*a*) of that Act), on account of a sub-tenancy (section 7 (1) of the Rent Act of 1923), or on account of increased cost of providing services (section 31 of the Housing (Repairs and Rents) (Scotland) Act, 1954). It may also, in certain cases, include occupiers' rates payable along with the rent.

Note 9

(1) The amount of repairs increase to which a landlord is entitled, if he is wholly responsible for the repair of the dwelling-house, is two-fifths of the rent which was recoverable in respect of the dwelling-house immediately before 30th August, 1954.

(2) For the purpose of the calculations referred to in the foregoing paragraph " the rent which was recoverable.....immediately before 30th August, 1954 " is as defined in section 39 (3) of the Housing (Repairs and Rents) (Scotland) Act, 1954. It is arrived at—

(i) by excluding from the actual amount payable by the tenant any occupiers' rates and any part of the rent representing services or the use of furniture; and

(ii) by adding back any amount which would have been then payable if all the works necessary to secure that the dwelling-house was in all respects reasonably fit for human habitation and otherwise in a reasonable state of repair had been carried out.

The rent to be used for the purpose of the calculations may, therefore, differ from the actual amount of rent payable by the tenant.

Any questions arising out of these adjustments is to be determined, failing agreement in writing between the parties, by the Sheriff.

(3) Any question under (2) is to be determined by agreement in writing between the parties or, on the application of either of them, by the Sheriff. (See Note 14.)

(4) The landlord is treated as being wholly responsible for repairs if the tenant is under no express liability to carry out any repairs.

(5) If the landlord is only partly responsible for repairs, because the tenant is expressly liable to do some of the repairs, the amount of the repairs increase must be reduced proportionately. (See Note 12.)

Note 10

(1) If the tenant considers that the dwelling-house is not in good and tenantable repair or that it is in some other respect unfit for human habitation, he can apply to the local authority for a certificate of disrepair. If this is granted the local authority will serve a copy on the landlord. So long as the certificate is in force no sum is recoverable by way of repairs increase in respect of the dwelling-house, and the amount of any increase paid in respect of the period between the date of the application to the local authority for the certificate and the date of issue of the certificate is recoverable by the tenant within two years from the date of payment and may be deducted from any subsequent payment of rent.

(2) If, after the local authority have refused to grant a certificate of disrepair, the landlord raises an action in the court for the recovery of any sum by way of repairs increase and the tenant succeeds in satisfying the court that, during the period in respect of which the proceedings were brought, either or both of the conditions justifying an increase of rent were not fulfilled, then no sum is recoverable in respect of repairs increase for that period.

(3) If the local authority have served a notice under the Housing (Scotland) Act, 1950, requiring the execution of works on the dwelling-house and the notice has become operative, they will automatically issue to the tenant a certificate which comes into force when a copy has been served by them on the landlord. So long as the certificate is in force no sum is recoverable by way of repairs increase in respect of the dwelling-house.

(4) If, after the local authority have granted a certificate of disrepair or a certificate as to the service of a Housing Act notice the landlord executes to their satisfaction any necessary works, the landlord is entitled to have the certificate revoked by the local authority. In that event, the repairs increase will again become payable as from the date of the revocation of the certificate.

(5) The landlord has a right of appeal to the Sheriff against a local authority's decision to—

(*a*) grant a certificate of disrepair; or

(*b*) refuse to revoke a certificate of disrepair or a certificate as to the service of a Housing Act notice.

This right of appeal can be exercised only within 21 days after he receives a copy of the certificate or notice of their decision as the case may be. If he is successful in an appeal against the granting of a certificate, the certificate is deemed never to have been in force. If he is successful in an appeal against the refusal to revoke either type of certificate, the revocation takes effect from the date of the refusal.

(6) If a certificate of disrepair is granted, the fee of 1s. 0d. paid to the local authority by the tenant in applying for the certificate may be deducted by him from the rent.

Note 11

If, by reason of the grant of a certificate of disrepair no sum by way of repairs increase is recoverable in respect of the dwelling-house, no sum will be recoverable in respect of the 40 per cent. permitted increase under section 2 of the Rent Act of 1920; the information contained in Note 10 in relation to the repairs increase is equally applicable in relation to this permitted increase.

Note 12

If the landlord is only partly responsible for the repairs, because the tenant is expressly liable to do some of the repairs, a proportionate reduction is made in—

(*a*) the amount of the repairs increase; and

(*b*) the value of work which must have been carried out before a repairs increase can be claimed. (See Note 6.)

The amount of the reduction of the repairs increase may be determined either by agreement in writing between the landlord and tenant or, in default of agreement, by the Sheriff on the application of either of them. Any such reductions are given effect to in this notice by reducing the repairs increase or the required value to the appropriate percentage. (See Note 14.)

Note 13

Work which was partly for the benefit of the dwelling-house and partly for the benefit of other premises (e.g., work on a common boundary wall) is treated as having been carried out on the dwelling-house to a value equal to such proportion of the value of the work as ought to be apportioned to the premises.

Note 14

Any application to the Sheriff under the Housing (Repairs and Rents) (Scotland) Act, 1954, will be conducted and disposed of as for Small Debt proceedings. The determination of the Sheriff on any such application is final and conclusive.

Note 15

(1) Where the dwelling-house is only part of a building (e.g., as in a block of flats) work carried out during the appropriate period (see Note 6) on all or any of the premises in the building, or on the building itself, or so as to enure for the benefit of any of the premises in the building is, for the purposes of the statutory declaration as to the carrying out of work, treated as having been carried out on the dwelling-house to the value of an amount calculated by apportionment as in (3) below.

(2) There is taken into account for the purposes of the apportionment only the cost of work required for securing that premises used for human habitation are in good and tenantable repair and are not in any other respect unfit for human habitation and that only so far as the cost is borne by the landlord. There must be disregarded any work—

(i) carried out by and at the cost of a tenant or any predecessor in title of his or by and at the cost of any person claiming under a tenant or any predecessor in title of his; and

(ii) if the cost thereof has been or will be reimbursed under Part I of the War Damage Act, 1943.

(3) The value of work treated as having been carried out on the dwelling-house is an amount bearing a like proportion to the total cost of the work taken into account as either—

(*a*) the floor area of the dwelling-house bears to the total floor areas of all the premises owned by the landlord in the building, or

(*b*) the rateable value of the dwelling-house bears to the total rateable values of all the premises so owned.

Note 16

In determining floor areas for this purpose—

(*a*) the measurements should be made between the finished internal surface of the external or containing walls of the dwelling-house or other premises,

(*b*) the area of or occupied by, any bay, oriel window, partition, chimney breast, fixed press or other fixture should be included, and

(*c*) any part of the floor where the ceiling is less than 5 feet should be excluded as also should *common* W.C's, wash houses, stores, passages, and staircases and any part of a dwelling-house of more than one storey occupied by a staircase.

Note 17

(1) The landlord of a dwelling-house to which section 20 of the Housing (Repairs and Rents) (Scotland) Act 1954, applies (see Note 4) must, before serving a notice of increase—

(*a*) have obtained from the local authority a certificate to the effect that the conditions justifying an increase of rent are fulfilled; and

(*b*) either have agreed in writing with the tenant of the dwelling-house or have obtained from the Sheriff a determination that work to the necessary value has been carried out within the specified period. (See Notes 6 and 15.)

(2) In serving the notice of increase the landlord must, in addition to making the normal declaration as to the value of work carried out, declare that he has obtained such a certificate and that he has such an agreement or determination.

Note 18

When a certificate is granted by the local authority that both conditions justifying an increase of rent (see Note 5) are fulfilled in respect of a dwelling-house to which section 20 of the Housing (Repairs and Rents) (Scotland) Act, 1954, applies (see Note 4) it has the effect of automatically revoking any certificate of disrepair (see Notes 10 and 11) or any Order of the Court under the Rent Restrictions Acts suspending an increase under the Rent Act of 1920.

Note 19

(1) A copy of this certificate has been served on the landlord by the local authority.

(2) On service of the copy thereof on the landlord the certificate is deemed to have been in force as from the date of the tenant's application therefor. So long as the certificate is in force no sum is recoverable by way of repairs increase, passed on repairs increase, or the 40 per cent. permitted increase under section 2 of the Rent

Act of 1920, in respect of the dwelling-house. The amount of any such increase paid in respect of the period between the date of the application and the date of issue of the certificate is recoverable by the tenant within two years from the date of payment, and may be deducted from any subsequent payment of rent.

(3) The landlord may, within 21 days after the service of the copy on him, appeal to the Sheriff against the granting of this certificate. If he is successful, the certificate is treated as never having been in force and any increase of rent withheld by the tenant on account of the existence of the certificate is recoverable by the landlord.

(4) If the landlord executes to the satisfaction of the local authority the works necessary to remedy the defects specified in this certificate he is entitled to have the certificate revoked by the local authority. In that event any increase of rent which has not been payable while this certificate was in force will again become payable as from the date of the revocation of this certificate.

(5) In determining whether the premises are in good and tenantable repair there must be disregarded any defect due to—

(*a*) any act, neglect or default by the tenant, or any person claiming under him, or

(*b*) any breach by the tenant or such person of an express agreement.

The local authority are not entitled, however, to disregard such defects in deciding to grant this certificate, but in any proceedings before the Sheriff (e.g., an appeal by the landlord) they will be disregarded. A dwelling-house which is part only of a building is not treated as being in good and tenantable repair unless every part of the building which a tenant of the dwelling-house requires to use in connection with his occupation of the dwelling-house is also in good and tenantable repair.

Note 20

In determining whether a dwelling-house is fit for human habitation regard must be had to the extent, if any, to which it falls short of the building regulations in force in the district, by reason of disrepair or sanitary defects such as lack of air space or of ventilation, darkness, dampness, absence of adequate and readily accessible water supply or of sanitary arrangements or of other conveniences and inadequate paving or drainage of courts, yards and passages.

Note 21

The fee of 1s. 0d. paid to the local authority by the tenant on making application for this certificate may be deducted by him from his rent.

Note 22

(1) This certificate is issued automatically by the local authority when a notice served under the Housing (Scotland) Act, 1950, requiring works to be carried out on a dwelling-house has become operative.

(2) A copy of the certificate has been served by the local authority on the landlord.

(3) This certificate comes into force on the service of a copy thereof on the landlord. So long as the certificate is in force no sum is recoverable by way of repairs increase, passed on repairs increase, or the 40 per cent. permitted increase under section 2 of the Rent Act of 1920, in respect of the dwelling-house.

(4) If the landlord executes to the satisfaction of the local authority the works necessary to remedy the defects specified in this certificate, he is entitled to have the certificate revoked by the local authority. In that event any increase of rent which has not been payable while this certificate was in force will again become payable as from the date of revocation of this certificate.

Note 23

This certificate has the effect of revoking any certificate of disrepair or any Order of the Court under the Rent Restrictions Acts suspending the increase of rent under the Rent Act of 1920.

Note 24

(1) This certificate is granted automatically by the local authority when they have refused an application by the landlord for a certificate of repair.

(2) A copy of this certificate has been served by the local authority on the landlord and on the tenant.

(3) On the service of a copy of this certificate on the landlord then so long as the certificate is in force no sum is recoverable by way of the 40 per cent. permitted increase under section 2 of the Rent Act of 1920 in respect of the dwelling-house.

(4) If, on a later application, the landlord is successful in obtaining from the local authority a certificate of repair, this certificate is automatically revoked. In that event any increase of rent which has been irrecoverable while this certificate was in force will again become payable as from the date of the certificate of repair.

Note 25

(1) Any repairs increase of rent, or passed on repairs increase, payable by a sub-tenant's landlord to a superior landlord can only be passed on to the sub-tenant after notice is given by the sub-tenant's landlord in the statutory form, or in a form substantially to the same effect.

(2) The sub-tenant must be given at least four weeks' notice of the increase terminating not earlier than the date on which the sum to be passed on becomes payable by the sub-tenant's landlord (i.e. the tenant).

(3) Where a valid notice of increase has been served on a sub-tenant, the increase may be continued without further notice to any subsequent sub-tenant.

Note 26

(1) A tenant who is paying a repairs increase to his landlord is entitled, if he has a sub-tenant of the whole of the dwelling-house comprised in his tenancy, to pass on the amount of the increase to the sub-tenant, subject to the restriction mentioned at (3) below.

(2) If the tenant has a sub-tenant of part only of the dwelling-house comprised in his tenancy, he is entitled, subject to the same restriction, to pass on to the sub-tenant the just proportion of the amount of the repairs increase. This proportion must either be determined by agreement in writing between the tenant and the sub-tenant or, in default of an agreement, by the Sheriff on the application of either of them. (See Note 14.)

(3) Where the tenant is partly responsible for repairs, the service of this notice does not preclude him from also serving a notice of repairs increase and recovering a sum by way of repairs increase from the sub-tenant.

(4) The increase which can be passed on to the sub-tenant must not, together with any repairs increase recoverable from the sub-tenant by the tenant, exceed two-fifths of the rent which was recoverable in respect of the sub-tenant's dwelling-house immediately before 30th August, 1954.

(5) For the purpose of the calculations referred to in the foregoing paragraph " the rent which was recoverable.....immediately before 30th August, 1954 " is as defined in section 39 (3) of the Housing (Repairs and Rents) (Scotland) Act, 1954. It is arrived at—

(i) by excluding from the actual amount payable by the sub-tenant any occupiers' rates and any part of the rent representing services or the use of furniture; and

(ii) by adding back any amount which would have been then payable if all the works necessary to secure that the dwelling-house was in all respects reasonably fit for human habitation and otherwise in a reasonable state of repair had been carried out.

The rent to be used for the purpose of the calculations may, therefore, differ from the actual amount of rent payable by the sub-tenant.

Any questions arising out of these adjustments is to be determined, failing agreement in writing between the parties, by the Sheriff.

(6) If a sub-tenant who is paying a passed on repairs increase and/or a repairs increase has a sub-sub-tenant, the amount of such increase(s) can be passed on to the sub-sub-tenant subject to the same conditions as apply to the passing on of the repairs increase to the sub-tenant.

Note 27

If the sub-tenant considers that his dwelling-house is not in good and tenantable repair or is in some other respect unfit for human habitation (see Note 5) he can apply to the local authority for a certificate of disrepair. The procedure and effect of the certificate are broadly the same as in the case of a repairs increase. While a certificate is in force no sum will be recoverable in respect of either a passed on increase or any repairs increase. (See Notes 10 and 11.)

Note 28

Where under section 1 of the Landlord and Tenant (Rent Control) Act, 1949, the Rent Tribunal, before the commencement of the Housing (Repairs and Rents) (Scotland) Act, 1954, determined in respect of any dwelling-house a reasonable rent which was more than the standard rent, the excess was not recoverable. Under that section, as amended by section 28 of the said Act of 1954, the excess will be recoverable for the future after notice has been given by the landlord in the statutory form or in a form substantially to the like effect. At least four clear weeks' notice must be given to the tenant. The increased rent will become the new standard rent on the date specified in the notice.

THIRD SCHEDULE

RULES FOR COMPUTATION OF FLOOR AREAS FOR THE PURPOSES OF PARAGRAPH 7 (3) OF THE FIRST SCHEDULE TO THE ACT

1. Subject to the provisions of paragraph 2 of this Schedule the floor area shall be computed from measurements made between the finished internal surface of the external or containing walls of the dwelling-house or other premises and any floor area formed by a bay or oriel window or occupied by a partition, chimney breast, fixed press or other fixture shall be included; and

2. There shall be excluded from the computation of the floor area—

(*a*) any part of the floor over which the vertical height of the room is less than five feet;

(*b*) any part of the floor occupied by a water-closet, wash-house, store, passage or staircase common to more than one dwelling-house; and

(*c*) any part of the floor which is occupied by a staircase in a dwelling-house consisting of more than one storey.

EXPLANATORY NOTE

(This Note is not part of the Regulations, but is intended to indicate their general purport.)

These regulations prescribe the forms in which notices of repairs increase, the certificate of disrepair and other documents should be made under the provisions of the Housing (Repairs and Rents) (Scotland) Act, 1954. They also prescribe rules for the measurement of floor areas in apportioning work, for the purpose of determining whether the landlord has carried out work to the appropriate value, in the case where the dwelling-house forms only part of a building.