STATUTORY INSTRUMENTS

1980 No. 1671 (S.135)

LANDLORD AND TENANT

RENT CONTROL, ETC (SCOTLAND)

The Rent Book (Forms of Notice) (Scotland) Amendment Regulations 1980

Made - - - -	30*th October* 1980
Laid before Parliament	11*th November* 1980
Coming into Operation	1*st December* 1980

In exercise of the powers conferred upon me by section 35(1)(*c*) of the Rent (Scotland) Act 1971(**a**) as inserted by section 47 of the Housing (Financial Provisions) (Scotland) Act 1972(**b**), and by section 99(1)(*d*) of the said Act of 1971, and of all other powers enabling me in that behalf, I hereby make the following regulations:—

Citation and commencement

1. These regulations may be cited as the Rent Book (Forms of Notice) (Scotland) Amendment Regulations 1980 and shall come into operation on 1st December 1980.

Interpretation

2. In these regulations "the Act" means the Rent (Scotland) Act 1971.

The "principal regulations" means the Rent Book (Forms of Notice) (Scotland) Regulations 1976(**c**).

Form and content of rent books

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

4. Every rent book or similar document, required by section 98(1) of the Act to be provided by a lessor for use in respect of a dwelling under a contract to which Part VII of the Act applies, shall be in the form set out in Schedule 2 to these regulations, or in a form substantially to the like effect, and shall contain the information referred to in the said form.

Revocation

5. Schedules 1 and 2 of the principal regulations are hereby revoked. Schedule 3 of the principal regulations shall cease to have effect except in so

(**a**) 1971 c. 28. (**b**) 1972 c. 46. (**c**) S.I. 1976/1469.

far as it is 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.

George Younger,
One of Her Majesty's Principal
Secretaries of State.

New St. Andrew's House,
Edinburgh.
30th October 1980.

Regulation 3

SCHEDULE 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.

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 UPON THE LANDLORD'S RIGHT TO RECOVER POSSESSION OF IT. THE LANDLORD MUST KEEP THE AMOUNTS IN THE ENTRIES UP TO DATE.

1. Address of the dwelling .....

.....

2. Name and address of landlord and of his agents (if any).....

.....

3. RENT LAWFULLY RECOVERABLE

(*a*) If no rent has been registered for the dwelling—

(i) the rent payable under the tenancy is £ per *exclusive/inclusive* of rates borne by the landlord; and

*(ii) the amount (if any) of the rates payable by the landlord included in the rent is £ per ; and

*(iii) if furniture or services are provided the amount 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 (exclusive of rates)

(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 the Housing Rents and Subsidies (Scotland) Act 1975**/order made under Section 37 of the Tenants' Rights Etc (Scotland) Act 1980.**

From (date) by (amount of the increase) £
per to £ per

From (date) by (amount of the increase) £
per to £ per

From (date) by (amount of the increase) £
per to £ per etc

*(iii) If the rent register shows that the rates are borne by the landlord, he may charge the following additional amount for rates:—

From (date) £ per

From (date) £ per

From (date) £ per

* Delete if inapplicable. ** Delete whichever is 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 under the Rent (Scotland) Act 1971 for one or more of a limited number of reasons, for example increases in respect of rates or of 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 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 prescribed by order made under Section 37 of the Tenants' Rights Etc (Scotland) Act 1980.

5. ALTERATIONS IN RENT WHERE FAIR RENT REGISTERED

(*a*) The landlord may not charge more than the registered rent (exclusive of rates), 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. He may add to this the amount of the rates that he pays for the dwelling if there is a note on the register that he pays the rates (see paragraph 4 above). 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 (see paragraph 4 above).

(*b*) The registered rent cannot be changed without applying to the rent officer. For three years from the date of registration no application for the registration of a different rent can be made except by you and the landlord acting jointly or where there has been a change in the circumstances which were taken into account when the rent was registered, for example, a change in the terms of the tenancy or in the furniture supplied, or in the condition of the dwelling. At the expiry of that three-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 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 of possession.

(*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 £10. 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 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. 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*) If the regulated tenancy is a short tenancy as defined by section 34(1) of the Tenants' Rights Etc (Scotland) Act 1980 and the landlord has served notice within the prescribed time limit of his intention to apply for an order for possession, the sheriff must grant an order upon the landlord's application.

(*c*) To be valid, a notice to quit must be in writing and give at least four weeks' notice. The notice must also contain certain prescribed information and a notice to quit which does not provide this information is invalid. A tenancy cannot be terminated until a valid notice is served.

(*d*) It is a criminal offence for the landlord or for anyone else to try to make you leave by using force, by harassing you or your family by withdrawing services, or by interfering with your home or your possessions unless authorised by the sheriff. If anyone does this, you should complain to the police.

8. RENT ALLOWANCES

If you consider that you cannot afford the rent which is charged you may apply to your local authority for a rent allowance. You may obtain further details of the scheme, and also details of your local authority's rate rebate scheme, from your local Council Offices, rent officer or Citizens' Advice Bureau.

Regulation 4

SCHEDULE 2

The form of, and the information to be contained in, every rent book or similar document required by section 98(1) of the Act to be provided for use in respect of a dwelling under a contract to which Part VII of the Act applies.

INFORMATION FOR TENANTS

NOTE: YOU OCCUPY THIS DWELLING UNDER A CONTRACT TO WHICH PART VII OF THE RENT (SCOTLAND) ACT 1971 APPLIES. THIS AFFECTS THE RENT WHICH THE LANDLORD MAY LAWFULLY RECOVER AND CONFERS A DEGREE OF SECURITY OF TENURE. THE LANDLORD MUST KEEP THE ENTRIES UP TO DATE.

1. Address of the dwelling.....
.....

2. Name and address of the lessor (the landlord) and of his agents (if any).....
.....

3. RENT LAWFULLY RECOVERABLE

The following particulars of the contract:—

(*a*) (i) The rent payable under the contract is £..... per week, *exclusive/inclusive* of rates;

(ii) Description of the dwelling to which the contract relates.....
.....

(iii) Particulars of any accommodation shared with other persons.....
.....

(iv) The furniture or services provided by the lessor and the amount (if any) of the rent which is apportioned to them under the contract
Furniture £..... Services £.....

(*b*) (i) *A rent of £..... per week (exclusive of rates) for the dwelling comprised in the contract was approved by the ..... Rent Assessment Committee on.....

(ii) *The rent for the dwelling comprised in the contract was *reduced/increased* by the..... Rent Assessment Committee to £..... (exclusive of rates) on.....

(iii) *Neither this contract nor any other contract relating to the premises has been referred to a Rent Assessment Committee.

(*c*) Either you or the lessor under the contract, or the local authority, may refer the contract to a 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. Any approval, reduction or increase may be limited to the rent payable in respect of a particular period.

(*d*) 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.

(*e*) 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 lessor 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.

* Delete if inapplicable.

4. SECURITY OF TENURE

(*a*) The landlord can recover possession of a dwelling 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. Before you can be evicted the landlord must first get an order for possession from the sheriff.

(*b*) To be valid a notice to quit must be in writing and give at least four weeks' notice. The notice must also contain certain prescribed information and a notice to quit which does not provide this information is invalid. A tenancy cannot be terminated until a valid notice is served.

(*c*) When the notice to quit takes effect the lessor is entitled, if you do not leave voluntarily to obtain an order for possession of the dwelling from the sheriff. He cannot evict 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, unless authorised by the sheriff. If anyone does this, you should complain to the police.

5. RENT ALLOWANCES

(*a*) If you have difficulty in paying your rent, you may apply to your local authority for a rent allowance. You may obtain further details about this scheme, and also details of your local authority's rate rebate scheme, from your local Council Offices or Citizens' Advice Bureaux.

(*b*) If you would like further information about any of the foregoing, you may seek advice from the rent assessment committee, the local authority, a Citizens' Advice Bureau or a solicitor.

6. DETAILS OF WEEKLY PAYMENTS OF RENT

(Here insert the dates upon which the weekly payments of rent are made and the amount of rent which is paid.)

EXPLANATORY NOTE

(This Note is not part of the Regulations.)

These Regulations amend the Rent Book (Forms of Notice) (Scotland) Regulations 1976.

The Regulations revise the form of notice to be inserted in every rent book or similar document provided by a landlord after 1st December 1980 for use in respect of a dwelling let on or subject to a regulated tenancy.

They also revise the form of, and the information to be contained in, every rent book or similar document which is required, by Section 98(1) of the Rent (Scotland) Act 1971, to be provided by a lessor for use in respect of a dwelling under a contract to which Part VII of that Act applies where the rent is payable weekly and the contract was created after 1st December 1980.

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