STATUTORY INSTRUMENTS

1965 No. 2043 (S. 113)

LANDLORD AND TENANT

RENT CONTROL, ETC. SCOTLAND

The Rent Book (Forms of Notice) (Scotland) Regulations 1965

Made - - - -	*2nd December* 1965
Laid before Parliament	*7th December* 1965
Coming into Operation	*8th December* 1965

In exercise of the powers conferred on me by section 14 as read with section 15 of the Rent and Mortgage Interest Restrictions (Amendment) Act 1933(a), paragraph 19 of Schedule 6 to the Rent Act 1957(b), and of all other powers enabling me in that behalf I hereby make the following regulations:

1. These regulations may be cited as the Rent Book (Forms of Notice) (Scotland) Regulations 1965 and shall come into operation on 8th December 1965.

2.—(1) In these regulations—

"the Rent Acts" means the Rent and Mortgage Interest Restrictions Acts 1920 to 1939;

"existing controlled tenancy" means—

(*a*) a tenancy to which the Rent Acts apply which is not a regulated tenancy;

(*b*) a statutory tenancy which is not a regulated tenancy;

"regulated tenancy" has the meaning assigned to it by section 1(4) of the Rent Act 1965 (c);

"statutory tenancy" has the meaning assigned to it by section 39(1) of the Housing (Repairs and Rents) (Scotland) Act 1954(d);

"the principal regulations" means the Rent Restrictions (Scotland) Regulations 1957(e).

(2) The Interpretation Act 1889(f) shall apply for the interpretation of these regulations as it applies for the interpretation of an Act of Parliament.

3. Every rent book or other similar document used by or on behalf of a landlord in respect of a dwellinghouse which is subject to an existing controlled tenancy shall contain a notice to the tenant, in the form set out in Part I of the Schedule to these regulations or in a form substantially to the like effect, of all the matters referred to in the said form:

Provided that a notice in the form prescribed by regulation 5 of the principal regulations shall be sufficient compliance with the provisions of this regulation until 1st March 1966.

(a) 23 & 24 Geo. 5. c. 32.
(b) 5 & 6 Eliz. 2. c. 25.
(c) 1965 c. 75.
(d) 2 & 3 Eliz. 2. c. 50.
(e) S.I. 1957/1044 (1957 I, p. 1275).
(f) 52 & 53 Vict. c. 63.

4. Every rent book or other similar document used by or on behalf of a landlord in respect of a dwellinghouse which is subject to a regulated tenancy shall contain a notice to the tenant in the form set out in Part II of the Schedule to these regulations or in a form substantially to the like effect, of all the matters referred to in the said form.

5. Every rent book or other similar document used by or on behalf of a landlord in respect of a dwelling in relation to a contract to which the Rent of Furnished Houses Control (Scotland) Act 1943(a) applies and under which the rent is payable weekly, shall contain a notice to the tenant in the form set out in Part III of the Schedule to these regulations or in a form substantially to the like effect, of all the matters referred to in the said form:

Provided that a notice in the form prescribed by regulation 6 of the principal regulations shall be sufficient compliance with the provisions of this regulation until 1st March 1966.

6. The following regulations are hereby revoked :—

In the principal regulations, regulations 5 and 6 and Parts II and III of Schedule 1.

William Ross
One of Her Majesty's Principal Secretaries of State

St. Andrew's House,
Edinburgh, 1.
2nd December 1965.

SCHEDULE

PART I

Form of Notice to be inserted in every rent book or other similar document used in connection with a letting of unfurnished premises to which the Rent and Mortgage Interest Restrictions Acts 1920 to 1939 apply on a tenancy which is not regulated under the Rent Act 1965.

INFORMATION FOR TENANT

1. Address of premises .....

2. Name and address of landlord[1].....

3. Name and address of agent (if any).....

4. The existing recoverable rent of the premises [inclusive of rates][2] is £ s. d. per .....

5. The rent includes £ s. d. per ..... in respect of [the 1957 Act increase permitted by the Rent Act 1957][2] [the repairs increase permitted by the Housing (Repairs and Rents) (Scotland) Act 1954][2].

6. The rent also includes £ s. d. per .....in respect of the passing on to the tenant by the landlord of a [1957 Act increase][2] [repairs increase][2] payable by the landlord to a principal landlord or passed on to him by that landlord.

(a) 6 & 7 Geo. 6 c. 44.

[1]In the case of Trustees the name and address of each Trustee need not be specified provided that there is a sufficient indication of who the landlords are, e.g. by an entry such as :—

" John Brown (giving his address) and others, the Trustees of the late....."

[2]Strike out words in square brackets if inapplicable.

7. The landlord is not entitled to recover any of the increases of rent mentioned in paragraphs 5 and 6 above, unless he has served on you or on a former tenant of the dwellinghouse the proper notice of increase.

8. If you disagree with the landlord about the rent which he can properly charge, you (or the landlord) can apply to the Sheriff to settle the matter.

9. If you are paying any of the increases of rent mentioned in paragraphs 5 and 6 above and you consider that the premises are not in good and tenantable repair, or that they are in any other respect unfit for human habitation, you can apply to the local authority for a certificate of disrepair. If the local authority grant the certificate they will serve a copy of it on the landlord. Once they have done this, he is not entitled to any of these increases so long as the certificate remains in force. If you have paid any such increase of rent between the date when you applied to the local authority for the certificate and the date of the certificate, you can deduct the amount paid from any payments of rent within the following two years.

10. If, however, the landlord thinks that the certificate of disrepair ought not to have been granted or that any disrepair was your fault, he can appeal to the Sheriff within 21 days after the service of the copy of the certificate on him. If the Sheriff agrees with the landlord that the premises were in good repair at the time when the certificate was given by the local authority or that any disrepair was not the landlord's fault but was due, for example, to damage caused by you or a sub-tenant, or to your having failed to do repairs for which you were responsible, the Sheriff will revoke the certificate. If the certificate is revoked by the Sheriff, you will become liable to pay any increase of rent which you have withheld from the date on which you applied to the local authority for the certificate.

11. If the local authority serve a notice under the Housing (Scotland) Act 1950, requiring your landlord to carry out works to make the premises fit for human habitation and the notice has become operative, they will automatically grant a certificate to that effect and serve a copy on you and your landlord. Once they have done this he is not entitled to any of the increases of rent mentioned in paragraphs 5 and 6 above so long as the certificate remains in force.

12. If, after the local authority have granted either form of certificate (see paragraphs 9 and 11 above), the landlord carries out the necessary repairs, the local authority will revoke the certificate. The increase of rent will then become payable as from the date of revocation of the certificate.

13. You may deduct from your rent the fee of one shilling which you have to pay to the local authority to obtain a certificate of disrepair.

14. If, after the local authority have refused to grant a certificate of disrepair, your landlord raises an action in the court for the recovery of any sum by way of any of the increases of rent mentioned in paragraphs 5 and 6 above and you are successful in satisfying the court that, during the period in respect of which the proceedings were brought, the premises were not in good and tenantable repair or were in some other respect unfit for human habitation, then no sum is recoverable in respect of any of these increases of rent for that period.

15. If you sublet part of the premises unfurnished, you must give the landlord a statement in writing of the subletting, containing 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. The particulars must be given to the landlord within fourteen days after subletting. Where particulars have once been given, it is not necessary to supply them again if the only change is a change of sub-tenant.

16. Documents authorised or required by the Rent and Mortgage Interest Restrictions Acts to be served by the tenant on the landlord may be served on the agent named above or on the person who receives the rent, and if the full name

and place of abode or place of business of the landlord is required for the purpose of proceedings the agent or person who receives the rent must, on request in writing, disclose that information.

17. A landlord is entitled to apply to the Sheriff for an order for possession against you if you are over-charging any sub-tenant, and where the Sheriff has already fixed the proper rent for a sub-tenancy and you overcharge your sub-tenant, you are liable to a fine of £100.

SECURITY OF TENURE

18. Your landlord cannot evict you without a decree from the Sheriff which, except in certain special cases, will be granted only if he thinks it reasonable to do so and either there is suitable accommodation for you to go to or if one of a limited number of conditions is satisfied (for example you have failed to pay rent or you or your family have been a nuisance or annoyance to neighbours).

19. It is a criminal offence for your landlord or 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, unless authorised by the Sheriff. If anyone does this you should complain to the police.

20. If you are in doubt as to your rights and obligations as a tenant you may seek information from your local authority or ask advice from a Citizens' Advice Bureau (the address of which can be had from your local council) or from a solicitor.

21. The local authority is the $\frac{\text{Town}}{\text{County}}$ Council of .....

whose address is .....

PART II

Form of Notice to be inserted in every Rent Book or other similar document used in connection with a letting of unfurnished premises on a tenancy which is regulated under the Rent Act 1965.

INFORMATION FOR TENANT

1. Address of premises .....

2. Name and address of landlord[1].....

[3. Name and address of agent].....

*These entries must be kept up to date.

[4. The rent payable [inclusive of] [exclusive of] rates is £ s. d.* per week.]

[5. The registered rent is £ s. d.* per week.]

Strike out words in square brackets if they do not apply.

[6. In addition to the registered rent £ s. d.* per week is payable by way of rates borne by the landlord.]

[7. The registered rent may be revised to take account of changes in the cost of providing services or maintaining or repairing the premises in accordance with the terms shown in the register.]

If the rent has not been registered

8. The amount of rent the landlord may charge is limited under the Rent Act 1965. Limited increases are permitted but only in certain circumstances laid down in the Act (e.g. where there have been changes in the cost of services

[1]In the case of Trustees the name and address of each Trustee need not be specified provided that there is a sufficient indication of who the landlords are, e.g. by an entry such as :—

" John Brown (giving his address) and others, the Trustees of the late ....."

or in the burden of rates, or where improvements have been made). If you think your landlord is not entitled to the rent being charged or that he is making an increase which is not permitted you should consult a solicitor or a Citizens' Advice Bureau.

9. When the rent registration service is operating in your area you or your landlord or both of you acting together may at any time apply to the Rent Officer to have a fair rent registered for the premises. Your Council Offices will be able to tell you his address.

If the rent has been registered

10. The landlord may not charge more rent than is shown on the register. He may add to this the amount of the rates he pays for the premises if there is a note on the register to say that he pays the rates. In certain special cases the registered rent may vary to take account of changes in the cost of providing services or maintaining or repairing the premises but only if this is shown by a note on the register.

11. The registered rent cannot be changed without applying to the Rent Officer. For three years after registration no new application 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 registered—for example a change in the terms of the tenancy or in the state of repair of the house.

Sub-letting

12. If you sublet part of the premises and you are not permitted to do this under your tenancy agreement, your landlord may apply to the Sheriff for an order for possession against you.

13. If you sublet part of the premises unfurnished on a tenancy which is also regulated under the Rent Act 1965—

(*a*) 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.

(*b*) if you overcharge your sub-tenant the landlord may apply to the Sheriff for an order for possession against you.

Security of Tenure

14. Your landlord cannot evict you without a decree from the Sheriff which, except in certain special cases, will be granted only if he thinks it reasonable to do so and either there is suitable accommodation for you to go to or if one of a limited number of conditions is satisfied (for example you have failed to pay rent or you or your family have been a nuisance or annoyance to neighbours).

15. It is a criminal offence for your landlord or 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 unless authorised by the Sheriff. If anyone does this, you should complain to the police.

16. If you are in doubt as to your rights and obligations as a tenant you may seek information from your local authority or ask advice from a Citizens' Advice Bureau (the address of which can be had from your local council) or from a solicitor.

PART III

Form of Notice to be inserted in every Rent Book or other similar document used in relation to a contract to which the Rent of Furnished Houses Control (Scotland) Act 1943 applies, and under which the rent is payable weekly.

INFORMATION FOR TENANT

1. Address of premises .....

2. Name and address of landlord.....

3. Name and address of agent (if any).....

4. The rent is £ s. d. per week.

5. Description of premises occupied under the contract.....
.....
.....
.....

6. Particulars of accommodation which the occupier has a right to share with other persons .....
.....

7. Particulars of services (e.g. heating, light, hot water) provided under the contract.....

8. Other terms and conditions (if any) of the contract .....
.....

Strike out words in square brackets if they do not apply.

[9. A rent of £ s. d. per week for the premises comprised in the contract was fixed by the Rent Tribunal on .]

[9. Neither the contract nor any other contract relating to the premises has been referred to a Rent Tribunal.]

10. If you think that your rent is too high you or the local council may ask the Rent Tribunal to fix a reasonable rent; if your landlord tries to bring your tenancy to an end by giving you notice to quit the Tribunal may postpone the operation of the notice for 6 months at a time. You can find out about this from the Tribunal. Your local council will tell you the address.

11. When the Rent Tribunal fix a rent it is entered on a register which is kept at the Tribunal office and which you are entitled to inspect. Once a rent for the premises is entered on this register it is an offence for the landlord to let them furnished at a rent higher than that on the register. If once a rent has been registered circumstances change so as to make that rent no longer a reasonable one (for example if more or less furniture is provided by the landlord) either you or the landlord or the local council may ask the Rent Tribunal to fix a new rent.

12. It is a criminal offence for your landlord or 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 unless authorised by the Sheriff. If anyone does this, you should complain to the police. You cannot be made to leave without an order granted by the Sheriff.

13. If you are in doubt as to your rights and obligations as a tenant you may seek information from your local authority or ask advice from a Citizens' Advice Bureau (the address of which can be had from your local council) or from a solicitor.

14. The local authority is the Town / County Council of .....
whose address is .....

EXPLANATORY NOTE

(This Note is not part of the Regulations.)

These regulations are consequential on the provisions of the Rent Act 1965.

1. They revise the form of notice to be inserted in every rent book or similar document used by or on behalf of a landlord in respect of:

(*a*) a dwellinghouse to which the Rent Acts 1920 to 1939 applied immediately before the coming into operation of the Rent Act 1965; and

(*b*) a furnished house on a weekly let to which the Rent of Furnished Houses Control (Scotland) Act 1943 applied immediately before that date or to which the said Act of 1943 applies by virtue of the Rent Act 1965.

2. They prescribe a new form of notice to be inserted in rent books or other similar documents used by or on behalf of a landlord in respect of a dwellinghouse which is subject to a tenancy regulated under the Rent Act 1965.