STATUTORY INSTRUMENTS

1972 No. 1333 (S. 99)

LANDLORD AND TENANT

RENT CONTROL, ETC. (SCOTLAND)

The Rent Book (Scotland) Regulations 1972

Made - - -	*21st August* 1972
Laid before Parliament	*1st September* 1972
Coming into Operation	*25th September* 1972

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 sections 68(1) and 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:—

1. These regulations may be cited as the Rent Book (Scotland) Regulations 1972 and shall come into operation on 25th September 1972.

2.—(1) In these regulations—
"the Act" means the Rent (Scotland) Act 1971;
"the Regulations of 1965" means the Rent Book (Forms of Notice) (Scotland) Regulations 1965(c); and
"the Regulations of 1968" means the Rent Book (Forms of Notice) (Scotland) Regulations 1968(d).

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

3.—(1) The Regulations of 1965 and the Regulations of 1968 are hereby revoked.

(2) Section 38 of the Interpretation Act 1889 shall apply as if these regulations were an Act of Parliament and as if the regulations hereby revoked by these regulations were Acts of Parliament repealed by an Act of Parliament.

4.—(1) Every rent book or similar document provided by a landlord for use in respect of a dwellinghouse, which is let on or subject to a regulated tenancy, shall contain a notice to the tenant in the form set out in Schedule 1 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 4 of the Regulations of 1965, or in a form substantially to the like effect, shall be sufficient compliance with the provisions of this regulation until 1st November 1972.

(a) 1971 c. 28.
(b) 1972 c. 46.
(c) S.I. 1965/2043 (1965 III, p. 6043).
(d) S.I. 1968/145 (1968 I, p. 384).
(e) 1889 c. 63.

(2) Any expression used in this regulation or in Schedule 1 to these regulations which is also used in Parts III and IV of the Act, shall, unless the context otherwise requires, have the same meaning as in those Parts.

5.—(1) Every rent book or similar document provided by a landlord for use in respect of a dwellinghouse, which is let on or subject to a controlled tenancy, shall contain a notice to the tenant in the form set out in Schedule 2 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 3 of the Regulations of 1965, or in a form substantially to the like effect, shall be sufficient compliance with the provisions of this regulation until 1st November 1972.

(2) Any expression used in this regulation or in Schedule 2 to these regulations, which is also used in Part V of the Act, shall, unless the context otherwise requires, have the same meaning as in that Part.

6.—(1) 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 dwellinghouse under a contract to which Part VII of the Act applies, shall be in the form set out in Schedule 3 to these regulations, or in a form substantially to the like effect, and shall contain the information referred to in the said form:

Provided that a notice in the form prescribed by regulation 5 of the Regulations of 1968, as read with regulation 3 of the Regulations of 1965, or in a form substantially to the like effect, shall be sufficient compliance with the provisions of this regulation until 1st November 1972.

(2) Any expression used in this regulation or in Schedule 3 to these regulations, which is also used in Part VII of the Act, shall, unless the context otherwise requires, have the same meaning as in that Part.

Gordon Campbell,
One of Her Majesty's Principal Secretaries of State.

St. Andrew's House,
Edinburgh.
21st August 1972.

Regulation 4

SCHEDULE 1

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

INFORMATION FOR TENANT

GENERAL

1. Address of the dwellinghouse.....
2. Name and address of landlord and of his agents (if any).....

3. The following particulars of the tenancy:—

(*a*) The rent payable under the tenancy £..... per ....., exclusive/inclusive of rates borne by the landlord;

(*b*) The nature of the tenancy, that is, whether it is a contractual or a statutory tenancy;

(*c*) The date of commencement of the contractual/statutory tenancy;

(*d*) The duration of the contractual tenancy;

(*e*) The rental period;

(*f*) Any services or furniture provided by the landlord and the amount (if any) of the rent which is apportioned to them under the tenancy agreement; and

(*g*) The respective liability of the landlord and tenant for the maintenance and repair of the dwellinghouse.

4. Rateable value of the dwellinghouse on 23rd March 1965 (or upon such later date as its rateable value was first shown on the valuation roll).

5. If the tenancy became a regulated tenancy by conversion from being a controlled tenancy, state the date of conversion and the method by which the tenancy became a regulated tenancy.

6. In general, the fact that the tenancy is a regulated tenancy affects the rent which may be lawfully recovered for the dwellinghouse and imposes restrictions upon the landlord's right to recover possession of the dwellinghouse.

RENT LAWFULLY RECOVERABLE

7. The amount of the maximum rent which the landlord may lawfully recover from you depends initially upon whether or not a fair rent has been registered for the dwellinghouse. A fair rent is determined by an independent official—the rent officer—or, on appeal, by an independent committee—the rent assessment committee—and either the tenant or the landlord or both acting jointly may apply to the rent officer for the registration of such a rent for the dwellinghouse.

Where no rent is registered

8. The Rent Act 1965(a) (now re-enacted in the Rent (Scotland) Act 1971) provided that, whatever might be the rent agreed to be payable, the landlord could not recover from his tenant more than—

(*a*) in the case of a tenancy beginning before 8th December 1965, the rent payable on that date, and

(*b*) in the case of a tenancy beginning on or after that date, the rent payable for the last rental period of the last previous regulated tenancy, if there had been one within the previous three years, or, if not, the rent payable under the tenancy agreement.

The only sums which could be added to this "frozen" rent were increases in respect of rates borne by the landlord, increases in the cost of services provided by the landlord, and 12½% per annum of the landlord's expenditure on certain improvements.

9. As from 1st January 1973, however, it will be possible for the "frozen" rent to be increased by a written agreement between you and the landlord. The agreement must contain a statutory statement to the effect that your security of tenure will not be affected if you refuse to enter into the agreement and that entry into the agreement will not deprive you or the landlord of the right to apply at any time for the registration of a fair rent. Additional information is required to be given in the agreement if the increase in rent agreed upon is wholly or partly to take account of works in respect of which an improvement or standard grant has been approved. There are also special provisions to protect the tenant where an agreement is entered into after the tenancy has become converted into a regulated tenancy and such an agreement cannot take effect until the rent officer has been consulted to ensure that the agreed rent does not exceed a fair rent for the dwellinghouse.

(a) 1965 c. 75.

*10. If no rent is registered for the dwellinghouse, state—

(*a*) the amount of rent lawfully recoverable by the landlord—£..... per .....;

(*b*) how that amount has been arrived at; and

(*c*) the amount (if any) of the rates payable by the landlord included in the rent—£..... per ..... .

Where a rent is registered

*11. A rent of £..... per ..... (exclusive of rates) was registered for the dwellinghouse on.....

(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 of maintaining or repairing the dwellinghouse in accordance with the terms shown in the register, without having to get a new rent registered.)

12. The landlord may not charge more than the registered rent and, if the registered rent is higher than the amount previously recoverable, then, unless the terms of the tenancy entitle him to do so, the landlord cannot increase the rent up to the amount registered for any rental period of the contractual tenancy. He may, however, do so for any rental period of the statutory tenancy by serving the appropriate notice of increase.

13. Where the registration is the first after the tenancy has become converted into a regulated tenancy (except upon the death of a first successor) or after the completion, during the existence of the regulated tenancy, of grant-aided improvements, the landlord's right to serve such a notice of increase is restricted and he may only increase the rent, by such a notice, up to the amount of the registered rent in annual instalments as follows:—

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.

*14. If the register shows that the rates in respect of the dwellinghouse are borne by the landlord, the landlord may charge the following additional amount by way of rates:—

£..... per .....
From (date)..... £..... per .....
From (date)..... £..... per .....
etc.

15. The registered rent cannot be changed without applying to the rent officer. For three years after the registration took effect, 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 circumstances taken into account when the rent was registered. 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.

16. Further information about rents of regulated tenancies is set out in booklets available free of charge at the offices of the rent officer, the Citizens' Advice Bureau, and the local authority. If you think that 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.

*These entries must be kept up to date.

SECURITY OF TENURE

17. If your landlord terminates the contractual tenancy by serving a notice to quit upon you, then, so long as you continue to retain possession of the dwellinghouse without being entitled to do so under a contractual tenancy, you will be regarded as occupying your dwellinghouse under a statutory tenancy. Upon your death, your widow, or any member of your family, who had been residing with you at the time of and for a period of six months immediately before your death, may be entitled to succeed to the tenancy. It is possible for the tenancy to be transmitted twice in this way after the death of the person who had been the original tenant.

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

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

SUB-LETTING

20. If you sub-let the dwellinghouse and you are not permitted to do so under your tenancy agreement, your landlord may apply to the sheriff for an order for possession of the dwellinghouse.

21. If you sub-let any part of the dwellinghouse on a regulated tenancy—

(*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; and

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

RENT ALLOWANCES

22. If you consider that you cannot afford the rent which is charged, you may apply to the local authority for a rent allowance. Every local authority is obliged to bring into operation, not later than 1st January 1973, a rent allowance scheme and your landlord will be under a duty to furnish you with information about this scheme after it has been made. You will also be able to obtain information about the scheme from your local authority's offices.

ADVICE

23. If you are in doubt as to your rights and obligations as a tenant, you may seek advice from your local authority, a Citizens' Advice Bureau or a solicitor.

Regulation 5

SCHEDULE 2

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

INFORMATION FOR TENANT

GENERAL

1. Address of the dwellinghouse.....

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

3. The following particulars of the tenancy:—

(*a*) The rent payable under the tenancy £..... per ..... exclusive/inclusive of rates borne by the landlord;

(*b*) The nature of the tenancy, that is, whether it is a contractual or a statutory tenancy;

(*c*) The date of commencement of the contractual/statutory tenancy;

(*d*) The duration of the contractual tenancy;

(*e*) The rental period;

(*f*) Any services or furniture provided by the landlord and the amount (if any) of the rent which is apportioned to them under the tenancy agreement; and

(*g*) The respective liability of the landlord and tenant for the maintenance and repair of the dwellinghouse.

4. In general, the fact that the tenancy is a controlled tenancy restricts the rent which may be lawfully recovered for the dwellinghouse and imposes restrictions upon the landlord's right to recover possession of the dwellinghouse.

RENT LAWFULLY RECOVERABLE

*5. The amount of the maximum rent which the landlord may lawfully recover from you is £..... per ....., exclusive/inclusive of rates borne by the landlord.

*6. If the rent is inclusive of rates, the amount of rates included in the rent is:—

From (date)..... £..... per .....

From (date)..... £..... per .....

etc.

7. If you think that 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 and either you or the landlord can apply to the sheriff to determine the matter.

†[8. The rent includes £..... per ..... in respect of—

(*a*) [the repairs increase permitted by section 49 of the Rent (Scotland) Act 1971] [the increase permitted by section 50 of the Rent (Scotland) Act 1971];

(*b*) the passing on to the tenant by the landlord of a [repairs increase] [section 50 increase] payable by the landlord to his landlord or passed on to him by that landlord.

9. If you consider that the dwellinghouse is not in good and tenantable repair or that it is in any other respect unfit for human habitation, you may apply to your local authority for a certificate of disrepair.

10. If the local authority grant this certificate, the landlord is not entitled to any of the above increases so long as the certificate remains in force and you are entitled to deduct from your rent the fee of 5p which you have to pay to the local authority when applying for the certificate. If you have already paid any such increases of rent between the date when you applied to the local authority for the certificate and the date of the certificate, you may deduct the amount paid from any payments of rent within the following two years.

11. If, however, the landlord considers 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, and, on any such appeal, the sheriff may revoke the certificate. If the certificate is revoked by the sheriff, you will become liable to pay any increase in rent which you may have withheld from the date on which you applied to the local authority for the certificate.

*These entries must be kept up to date.

†Delete words in square brackets if they do not apply.

12. If, after the local authority have granted a certificate of disrepair, 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. If, after the local authority has refused to grant a certificate of disrepair, your landlord raises a Court action against you for the recovery of the above increases and you satisfy the Court that, during the period in respect of which the proceedings were brought, the dwellinghouse was not in good repair, then no sum is recoverable in respect of any of these increases of rent for that period.]

SECURITY OF TENURE

14. If your landlord terminates the contractual tenancy by serving a notice to quit upon you, then so long as you continue to retain possession of the dwellinghouse without being entitled to do so under a contractual tenancy, you will be regarded as occupying the dwellinghouse by virtue of a statutory tenancy. Upon your death, your widow, or any member of your family, who had been residing with you at the time of and for a period of six months immediately before your death, may be entitled to succeed to the tenancy. It is possible for the tenancy to be transmitted twice in this way after the death of the person who had been the original tenant, but, on a second succession, the tenancy is converted into a regulated tenancy.

15. Your landlord cannot evict you from the dwellinghouse without a decree from the sheriff which will be granted only if he thinks it reasonable to do so and either there is suitable alternative accommodation available for you or if one of a limited number of conditions is satisfied (for example, if you have failed to pay the rent lawfully due or if you or your family have been a nuisance or annoyance to neighbours).

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

SUB-LETTING

17. If you sub-let the dwellinghouse and you are not permitted to do so under your tenancy agreement, your landlord may apply to the sheriff for an order for possession of the dwellinghouse.

18. If you sub-let part of the dwellinghouse on a protected tenancy,

(*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 of the dwellinghouse; and

(*c*) where the sheriff has already determined the recoverable rent for the sub-let part of the dwellinghouse and you overcharge your sub-tenant, you may be liable to a fine of £100.

RENT ALLOWANCES

19. If you consider that you cannot afford the rent which is charged, you may apply to the local authority for a rent allowance. Every local authority is obliged to bring into operation, not later than 1st January 1973, a rent allowance scheme and your landlord will be under a duty to furnish you with information about this scheme after it has been made. You will also be able to obtain information about the scheme from your local authority's offices.

CONVERSION INTO REGULATION

20. The tenancy will cease to be controlled and will become a regulated tenancy—

(*a*) upon a second succession to the tenancy (see paragraph 14 above); or

(*b*) if the local authority, upon application by the landlord, issue a qualification certificate certifying that the dwellinghouse has all the standard amenities, meets the tolerable standard and is in good repair; or

(*c*) on the date of conversion applicable to the dwellinghouse. This depends upon the rateable value of the dwellinghouse on 27th August 1972, as follows:—

Rateable Value	*Date of Conversion*
£50 or more	1st January 1973
£25—£49	1st January 1974
Less than £25	1st January 1975

(The Secretary of State has power, by order, to advance or retard the relevant date of conversion.)

When your tenancy is converted into a regulated tenancy, your security of tenure is not affected but your rent may be increased. Further information is set out in booklets on this subject available free of charge at the offices of the rent officer, the Citizens' Advice Bureau, and the local authority.

ADVICE

21. If you are in doubt as to your rights and obligations as a tenant, you may seek advice from your local authority, a Citizens' Advice Bureau or a solicitor.

Regulation 6

SCHEDULE 3

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 dwellinghouse under a contract to which Part VII of the Act applies.*

INFORMATION FOR TENANT

GENERAL

1. Address of the dwellinghouse.....

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

.....

3. The following particulars of the contract:—

(*a*) The rent payable under the contract is £..... per week;

(*b*) The date of commencement and duration of the tenancy;

(*c*) The furniture or services provided by the lessor and the amount (if any) of the rent which is apportioned to them under the contract;

(*d*) The amount (if any) of the rates borne by the lessor included in the rent; and

(*e*) The respective liability of the lessor and lessee for the maintenance and repair of the dwellinghouse.

RENT LAWFULLY RECOVERABLE

4. Either you or the lessor under the contract, or the local authority, may refer the contract to a rent tribunal. On such a reference, the rent tribunal may approve the rent payable under the contract or may reduce the rent to such sum as they consider reasonable. The case may again be referred to the rent tribunal for reconsideration of the rent approved or reduced on the ground of change of circumstances, and, upon any such reconsideration, the rent tribunal has power to increase the rent payable. Any approval, reduction or increase may be limited to the rent payable in respect of a particular period.

5. The rent determined by the rent tribunal is registered and it then becomes a criminal offence for any person to require or receive, on account of rent for that dwellinghouse under any furnished contract, payment of any amount in excess of the registered rent and the amount of any excess may be recovered by the person by whom it is paid.

*6. State the amount (if any) of the rent which has been registered—£..... per week.

SECURITY OF TENURE

7. If, after the contract has been referred to a rent tribunal, the lessor serves a notice to quit upon you at any time before the decision of the rent tribunal is given or within a period of 6 months thereafter, then the notice may not take effect before the expiry of that period, except in certain circumstances. Unless the rent tribunal directs that a shorter period than 6 months should be substituted, you may apply for a renewal of this security of tenure, before the period expires, for periods of up to 6 months at a time.

8. Where a notice to quit has been served and the contract has not been referred to a rent tribunal, you may still refer the contract to the rent tribunal provided you do so before the notice to quit takes effect, and at the same time you may apply for a postponement of the operation of the notice for up to 6 months. You may apply for the renewal of this security of tenure, before the period expires, for periods of up to 6 months at a time.

9. If you have been granted security by a rent tribunal and you fail to comply with the terms of the contract or cause a nuisance or annoyance to adjoining neighbours or cause the condition of the dwellinghouse to deteriorate, the lessor may apply to the rent tribunal for a reduction of the period of security which has been afforded to you.

10. When the notice to quit takes effect (that is, after any period of suspension which may have been granted by the rent tribunal) the lessor is entitled, if you do not leave voluntarily, to obtain an order for possession of the dwellinghouse from the sheriff. He cannot evict you from the dwellinghouse without a decree 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.

ADVICE

11. If you are in doubt as to your rights and obligations as a lessee under the contract, you may seek advice from the rent tribunal, the local authority, a Citizens' Advice Bureau or a solicitor.

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.)

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*This entry must be kept up to date.

EXPLANATORY NOTE

(This Note is not part of the Regulations.)

These regulations supersede the Rent Book (Forms of Notice) (Scotland) Regulations 1965 and the Rent Book (Forms of Notice) (Scotland) Regulations 1968, but they provide that the forms of notice prescribed by those regulations may still be used until 1st November 1972.

The regulations revise the form of notice to be inserted in every rent book or similar document provided by a landlord for use in respect of a dwellinghouse let on or subject to a regulated or a controlled tenancy.

They also prescribe 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 dwellinghouse under a contract to which Part VII of that Act applies where the rent is payable weekly.