STATUTORY INSTRUMENTS

1975 No. 792 (S. 132)

LANDLORD AND TENANT

RENT CONTROL, ETC. (SCOTLAND)

The Rent Control (Notice of Increase) (Scotland) Regulations 1975

Made - - -	*8th May* 1975
Laid before Parliament	*12th May* 1975
Coming into Operation	*16th May* 1975

In exercise of the powers conferred upon me by sections 58 and 68(2) of the Rent (Scotland) Act 1971(**a**) as read with section 11 of the Housing (Rents and Subsidies) (Scotland) Act 1975(**b**), and of all other powers enabling me in that behalf, I hereby make the following regulations:—

1.—(1) These regulations may be cited as the Rent Control (Notice of Increase) (Scotland) Regulations 1975 and shall come into operation on 16th May 1975.

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

2. The form contained in the Schedule to these regulations or a form as near thereto as circumstances admit shall be the form to be used for the purpose of a notice of increase pursuant to section 11 of the Housing Rents and Subsidies (Scotland) Act 1975 (Increases of rent under controlled tenancy permitted towards cost of repairs).

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

St. Andrew's House,
Edinburgh.
8th May 1975.

(**a**) 1971 c. 28. (**b**) 1975 c. 28. (**c**) 1889 c. 63.

SCHEDULE
RENT (SCOTLAND) ACT 1971
HOUSING RENTS AND SUBSIDIES (SCOTLAND) ACT 1975

Section 11 of the Housing Rents and Subsidies (Scotland) Act 1975.

Notice of increase of rent of controlled tenancy on account of repairs completed on.....19 (*Note* 1)

Date .....

To.....tenant of.....

I hereby give you notice that the rent lawfully recoverable from you as tenant of the above-mentioned premises will be increased as from..... (Note 2) by £..... per..... which sum represents 12½% per annum of £..... being the [amount expended] [appropriate proportion of the amount expended] (Notes 3, 4, 5 and 6) on the repair(s) detailed below.

Description of repair(s)

Signature of [landlord] [landlord's agents]

.....

(Address of landlord/landlord's agent)

.....

.....

.....

NOTES

(To be incorporated in the notice)

1. This notice of increase is required where:
   (*a*) the tenancy is a controlled tenancy within the meaning of the Rent (Scotland) Act 1971; and
   (*b*) repairs have been carried out to a dwellinghouse let on or subject to a controlled tenancy, or to premises (whether or not they include the dwellinghouse) which benefit the dwellinghouse, and they were completed on or after 16 May 1975.

2. (*a*) No increase in rent may be recovered by virtue of the service of a notice in respect of any period prior to the expiry of four clear weeks after the landlord has served upon the tenant a valid notice in writing and subject to sub-paragraph (*b*) the date to be inserted here should be either the first day of a rental period commencing after the date of the service of this notice, or a date which gives at least four clear weeks of the increase, whichever is the later.

(*b*) If this notice is served during a contractual period of the tenancy (i.e. a rental period beginning before the protected tenancy comes to an end) the date to be inserted must be a date later than the date on which a notice to quit served at the same time as this notice could bring the tenancy to an end. In that case this notice will operate to turn the contractual tenancy into a statutory tenancy.

3. Where repairs are carried out to a dwellinghouse let on or subject to a controlled tenancy the rent limit under the controlled tenancy of the dwellinghouse may be increased following a valid notice of increase by 12½ per cent. per annum of the amount expended on the repairs by the landlord or the superior landlord or any person from whom the landlord or superior landlord derives title. (*See also Notes* 5 *and* 7.)

4. If repairs have been carried out which benefit other premises in addition to the dwellinghouse which is let on or subject to the controlled tenancy the amount to be

inserted as the amount expended on repairs by the landlord must be only such proportion of the expenditure on repairs as may be agreed in writing between the landlord and the tenant, or as may be determined by the sheriff to be properly apportionable to the dwellinghouse having regard to the benefit accruing to the dwellinghouse and to the other premises from the carrying out of the repairs. (*See also Notes* 5 *and* 7.)

5. Where a grant has been paid, or is payable, towards the cost of the repairs under Part II of the Housing (Financial Provisions) (Scotland) Act 1968(**a**) or under Part I of the Housing (Scotland) Act 1974(**b**) the amount expended on repairs is that amount as diminished by the amount of the grant.

6. The tenant upon whom this notice is served may apply to the sheriff for an order cancelling or reducing the increase on the ground that the repairs were unnecessary or that a greater amount was expended on them than was necessary. The sheriff may not make an order on the ground that the repairs were unnecessary in any case where the repairs were carried out in pursuance of a notice under section 24 of the Housing (Scotland) Act 1969(**c**) (which provides local authorities with the power to require a landlord to repair a house which is in a state of serious disrepair) or where a grant has been paid or is payable towards the cost of the repairs under Part II of the Housing (Financial Provisions) (Scotland) Act 1968 or under Part I of the Housing (Scotland) Act 1974.

EXPLANATORY NOTE

(*This Note is not part of the Regulations.*)

These Regulations prescribe the form of notice of increase of rent to be used where a landlord increases the rent under a controlled tenancy pursuant to section 11 of the Housing Rents and Subsidies (Scotland) Act 1975.

(**a**) 1968 c. 31. (**b**) 1974 c. 45. (**c**) 1969 c. 34.

SI 1975/792
ISBN 0-11-050792-4

