The form contained in the Fourth Schedule, Form S, is the form of notice to be given to a tenant in order to determine his right to retain possession of premises decontrolled by the Act.

The forms contained in the Fifth Schedule, Forms T and U, are the forms to be used by a controlled tenant claiming that the gross value and the rateable value of the premises comprised in his tenancy should be reduced for the purposes of the Rent Act, 1957, on account of certain tenants' improvements made before 7th November, 1956.

The Sixth Schedule contains explanatory notes for the guidance of landlords and tenants to be inserted in the various forms to which the notes relate.

1957 No. 1044 (S. 53)

The Rent Restrictions (Scotland) Regulations, 1957

Made - - - -	19*th June*, 1957
Laid before Parliament	25*th June*, 1957
Coming into Operation	6*th July*, 1957

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**), sections 17, 18, 21, 28 and 40 of, and the First and Second Schedules to, the Housing (Repairs and Rents) (Scotland) Act, 1954(**b**), sections 8 and 9 of, and paragraph 19 of the Sixth Schedule to, the Rent Act, 1957(**c**), 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 Restrictions (Scotland) Regulations, 1957, and shall come into operation on the sixth day of July, 1957.

2.—(1) In these regulations, the expression "the Act of 1954" means the Housing (Repairs and Rents) (Scotland) Act, 1954, and "the Act of 1957" means the Rent Act, 1957.

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

3. The forms set out in Part I of 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 of 1954 or of the Act of 1957 in the cases to which these forms are applicable.

4. Any document which is required to be in a form contained in Part I of the First Schedule to these regulations, or in a form substantially to the

(**a**) 23 & 24 Geo. 5. c. 32. (**b**) 2 & 3 Eliz. 2. c. 50. (**c**) 5 & 6 Eliz. 2. c. 25.
(**d**) 52 & 53 Vict. c. 63.

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. Every rent book or other similar document used by or on behalf of a landlord in respect of any dwelling-house to which the Rent and Mortgage Interest Restrictions Acts, 1920 to 1939, apply shall contain a notice to the tenant, in the form set out in Part II of the First 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 until the sixth day of October, 1957, a notice in the form prescribed by Regulation 2 of the Rent Restrictions (Scotland) Amendment Regulations, 1954(a), shall be sufficient compliance with the provisions of this regulation.

6. 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(b), 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 First Schedule to these regulations or in a form substantially to the like effect, of all the matters referred to in the said form.

7.—(1) For the purposes of sub-paragraph (3) of paragraph 7 of the First Schedule to the Act of 1954, 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 (3).

8. The Housing (Repairs Increase) (Scotland) Regulations, 1954(c), and the Rent Restrictions (Scotland) Amendment Regulations, 1954, are hereby revoked.

Dated this 19th day of June, 1957.

John S. Maclay,
One of Her Majesty's Principal Secretaries of State.

St. Andrew's House,
Edinburgh, 1.

(a) S.I. 1954/1081 (1954 I, p. 1119). (b) 6 & 7 Geo. 6. c. 44.
(c) S.I. 1954/1082 (1954 I, p. 1081).

FIRST SCHEDULE

PRESCRIBED FORMS

List of Forms

PART I

Form	*Purpose*	*Reference to provisions of the Acts*
1.	Notice of repairs increase—	
	(A) Form to be used where the dwelling-house is *not* one to which section 20 of the Act of 1954 applies and *no* apportionment is necessary under paragraph 7 (3) of the First Schedule to that Act.	Section 17 of and the First Schedule to the Act of 1954.
	(B) Form to be used where the dwelling-house is *not* one to which section 20 of the Act of 1954 applies and apportionment *is* necessary under the said paragraph 7 (3).	Section 17 of and the First Schedule to the Act of 1954.
	(C) Form to be used where the dwelling-house *is* one to which section 20 of the Act of 1954 applies and *no* apportionment is necessary under the said paragraph 7 (3).	Sections 17 and 20 of and the First and Second Schedules to the Act of 1954.
	(D) Form to be used where the dwelling-house *is* one to which section 20 of the Act of 1954 applies and apportionment *is* necessary under the said paragraph 7 (3).	Sections 17 and 20 of and the First and Second Schedules to the Act of 1954.
2.	Notice of amended repairs increase.	Section 9 of the Act of 1957.
3.	Notice of 1957 Act increase—	
	(A) Form to be used where the dwelling-house is *not* one to which section 20 of the Act of 1954 applies.	Section 17 of the Act of 1954 as applied by section 8 of and the Third Schedule to the Act of 1957.
	(B) Form to be used where the dwelling-house *is* one to which section 20 of the Act of 1954 applies.	Sections 17 and 20 of and the Second Schedule to the Act of 1954 as applied by section 8 of and the Third Schedule to the Act of 1957.
4.	Certificate of disrepair.	Section 18 (1) of the Act of 1954.
5.	Certificate as to service of notice under section 7 of the Housing (Scotland) Act, 1950.	Section 18 (2) of the Act of 1954.
6.	Certificate of repair.	Section 20 of and the Second Schedule to the Act of 1954.
7.	Certificate of refusal to grant repair certificate.	Section 20 of and the Second Schedule to the Act of 1954.
8.	Notice of passing on of increase—	
	(A) Repairs increase.	Section 21 of the Act of 1954.
	(B) Amended repairs increase.	Section 9 of the Act of 1957.
	(C) 1957 Act increase.	Section 21 of the Act of 1954 as applied by section 8 of and the Third Schedule to the Act of 1957.

List of Forms—contd.

PART I—*contd.*

Form	*Purpose*	*Reference to provisions of the Acts*
9.	Notice of increase of standard rent.	Section 28 (2) of the Act of 1954.
10.	Notice to tenant to determine tenant's right to retain possession of decontrolled premises.	Paragraph 2 of the Fourth Schedule to the Act of 1957.
	PART II	
11.	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 Acts apply.	Section 14 of the Rent, etc. Act, 1933.
	PART III	
12.	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 rent is payable weekly.	Section 12 (6) of the Act of 1957.

PART I

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 of* 1954 *applies and* no *apportionment is necessary under paragraph* 7 (3) *of the First Schedule to that Act.*

HOUSING (REPAIRS AND RENTS) (SCOTLAND) ACT, 1954
RENT ACT, 1957

Notice to tenant of repairs increase of rent

Date.....

To....., tenant of.....
.....(hereinafter referred to as " the dwelling-house ").
I, [....., the duly authorised agent for] (*a*).....
the landlord of the dwelling-house, [the landlord] (*a*) being [wholly] (*b*) [partly] (*c*) responsible for repairs [Note 1]—

(1) hereby give notice [Note 2] that the existing recoverable rent of the dwelling-house inserted at (i) of Appendix A to this notice [after exclusion of the 1957 Act increase recoverable under section 7 of the Rent Act, 1957 [Note 10] the amount of which is inserted at (i) (*a*) of Appendix A] (*d*) will be increased as from....., 19..., by the repairs increase permitted by the Housing (Repairs and Rents) (Scotland) Act, 1954, the amount of which is inserted at (ii) of Appendix A; and,

(2) hereby make the following declaration [Note 4]—

(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 of 1954 applies [Notes 5 and 6]; and,

(ii) during the period of twelve months 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 [.....per cent. (*e*) of] (*c*) three-fifths of the rent which was recoverable in respect of the dwelling-house immediately before 30th August, 1954 [Notes 7, 8 and 18].

(Signed).....

(Address).....
.....

APPENDIX A

Increase of Rent

	Amount per ..... £ s. d.
(i) Existing recoverable rent of the dwelling-house [inclusive of rates] (*f*) [Note 9]	
[(i) (*a*) Deduct the amount of the 1957 Act increase [Note 10]] (*d*)	
(ii) Repairs increase [Notes 12, 15 and 16]— [.....per cent. (*e*) of] (*c*) one-half of £ s. d. being the rent which was recoverable immediately before 30th August, 1954 [Note 14]	
TOTAL RENT [inclusive of rates] (*f*)	

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 7].)

	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. (*a*) Other work partly for the benefit of the dwelling-house and partly for the benefit of other premises [Note 19]	
Total Value	
(*b*) Proportion of value apportionable to dwelling-house ... ... per cent.	
Apportioned value	
TOTAL	

Notes for guidance in completing this form

(*a*) Delete words in square brackets where notice is signed by the landlord.

(*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 where no 1957 Act increase is included in the existing recoverable rent.

(*e*) Insert appropriate percentage. [See Note 16.]

(*f*) Delete words in square brackets where tenant does not pay rates along with rent.

(B) *Form to be used where the dwelling-house is* not *one to which section* 20 *of the Act of* 1954 *applies and apportionment* is *necessary under paragraph* 7 (3) *of the First Schedule to that Act.*

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

RENT ACT, 1957

Notice to tenant of repairs increase of rent

Date.....

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

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

(1) hereby give notice [Note 2] that the existing recoverable rent of the dwelling-house inserted at (i) of Appendix A to this notice [after exclusion of the 1957 Act increase recoverable under section 7 of the Rent Act, 1957, [Note 10] the amount of which is inserted at (i) (*a*) of Appendix A] (d) will be increased as from....., 19 , by the repairs increase permitted by the Housing (Repairs and Rents) (Scotland) Act, 1954, the amount of which is inserted at (ii) of Appendix A; and

(2) hereby make the following declaration [Note 4]—

(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 of 1954 applies [Notes 5 and 6];

(ii) during the period of twelve months 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 of 1954, and having regard to the [floor areas] (e) [rateable values] (f) 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 [.....per cent. (g) of] (c) three-fifths of the rent which was recoverable in respect of the dwelling-house immediately before 30th August, 1954 [Notes 7, 8, 18 and 20].

(Signed)..... ...

(Address).....

.....

APPENDIX A

Increase of Rent

	Amount per..... £ s. d.
(i) Existing recoverable rent of the dwelling-house [inclusive of rates] (h) [Note 9]	
[(i) (*a*) Deduct the amount of the 1957 Act increase [Note 10]] (d)	
(ii) Repairs increase [Notes 12, 15 and 16]— [.....per cent. (g) of] (c) one-half of £.....s....d. being the rent which was recoverable immediately before 30th August, 1954 [Note 14]	
TOTAL RENT [inclusive of rates] (h)	

APPENDIX B

Work carried out on the building of which the dwelling-house forms part or on or for benefit of premises in the building [*Note* 20]

(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	
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—	
$\frac{(j)}{(k)}$: of £	(l)
= £	

[APPENDIX C

Statement of floor areas [*Note* 21]

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

(ii) The total floor areas of all the premises of which [I am][(m)] [.....is][(a)] landlord, contained in the building of which the dwelling-house forms part, is[(n)].....sq. ft.][(e)]

[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][(m)] [.....is][(a)] landlord, contained in the building of which the dwelling-house forms part, is[(n)]	][(f)]

Notes for guidance in completing this form

(a) Delete words in square brackets where notice is signed by landlord.

(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 where no 1957 Act increase is included in the existing recoverable rent.

(e) Delete words in square brackets if apportionment of work carried out on the building is based on rateable value. [See Note 20 (3).]

(f) Delete words in square brackets if apportionment of work carried out on the building is based on floor areas. [See Note 20 (3).]

(g) Insert appropriate percentage. [See Note 16.]

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

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

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

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

(m) Delete words in square brackets where the notice is signed by an agent on behalf of the landlord.

(n) This figure should include the area/rateable value of all premises in the building which are owned by the landlord. [See Note 20 (3).]

(C) *Form to be used where the dwelling-house* is *one to which section* 20 *of the Act of* 1954 *applies and* no *apportionment is necessary under paragraph* 7 (3) *of the First Schedule to that Act.*

HOUSING (REPAIRS AND RENTS) (SCOTLAND) ACT, 1954
RENT ACT, 1957

Notice to tenant of repairs increase of rent

Date.....

To.....tenant of.....
....., (hereinafter referred to as "the dwelling-house").

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

(1) hereby give notice [Note 2] that the existing recoverable rent of the dwelling-house inserted at (i) of Appendix A to this notice [after exclusion of the 1957 Act increase recoverable under section 7 of the Rent Act, 1957 [Note 10] the amount of which is inserted at (i) (*a*) of Appendix A](d) will be increased as from....., 19....., by the repairs increase permitted by the Housing (Repairs and Rents) (Scotland) Act, 1954, the amount of which is inserted at (ii) of Appendix A; and

(2) hereby make the following declaration [Notes 4, 6 and 22]—

(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 24]; and

(ii) during the period of twelve months 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 [.....per cent.(e) of](c) three-fifths of the rent which was recoverable in respect of the dwelling-house immediately before 30th August, 1954 [Notes 7, 8 and 18]; and

(iii) on.....19 , [it was agreed in writing between the landlord and tenant](f) [the Sheriff determined](f) that 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 [inclusive of rates](g) [Note 9]	
[(i) (a) Deduct the amount of the 1957 Act increase [Note 10]](d)	
(ii) Repairs increase [Notes 12, 15 and 16]— [.....per cent.(e) of](c) one-half of £.....s.....d. being the rent which was recoverable immediately before 30th August, 1954 [Note 14]	
TOTAL RENT [inclusive of rates](g)	

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 7].)

	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. (a) Other work partly for the benefit of the dwelling-house and partly for the benefit of other premises [Note 19]	
Total Value	
(b) Proportion of value apportionable to dwellinghouse ...per cent. Apportioned value...	
TOTAL	

Notes for guidance in completing this form

(a) Delete words in square brackets where notice is signed by the landlord.
(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 where no 1957 Act increase is included in the existing recoverable rent.
(e) Insert appropriate percentage. [See Note 16.]
(f) Delete words in square brackets which are inapplicable.
(g) Delete words in square brackets where tenant does not pay rates along with rent.

(D) *Form to be used where the dwelling-house is one to which section 20 of the Act of 1954 applies and apportionment is necessary under paragraph 7 (3) of the First Schedule to that Act.*

HOUSING (REPAIRS AND RENTS) (SCOTLAND) ACT, 1954
RENT ACT, 1957

Notice to tenant of repairs increase of rent

Date.....

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

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

(1) hereby give notice [Note 2] that the existing recoverable rent of the dwelling-house inserted at (i) of Appendix A to this notice [after exclusion of the 1957 Act increase recoverable under section 7 of the Rent Act, 1957, [Note 10] the amount of which is inserted at (i) (*a*) of Appendix A] (d) will be increased as from....., 19..., by the repairs increase permitted by the Housing (Repairs and Rents) (Scotland) Act, 1954, the amount of which is inserted at (ii) of Appendix A; and

(2) hereby make the following declaration [Notes 4, 6 and 22]—

(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 24];

(ii) during the period of twelve months 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 of 1954, and having regard to the [floor areas] (e) [rateable values] (f) 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 [.....per cent. (g) of] (c) three-fifths of the rent which was recoverable in respect of the dwelling-house immediately before 30th August, 1954 [Notes 7, 8, 18 and 20]; and

(iv) on.....19..., [it was agreed in writing between the landlord and the tenant] (h) [the Sheriff determined] (h) that work has been carried out as specified in paragraph (iii) of this declaration.

(Signed).....

(Address).....

.....

APPENDIX A

Increase of Rent

	Amount per..... £ s. d.
(i) Existing recoverable rent of the dwelling-house [inclusive of rates] (f) [Note 9]	
[(i) (*a*) Deduct the amount of the 1957 Act increase [Note 10]] (d)	
(ii) Repairs increase [Notes 12, 15 and 16]—— [.....per cent. (g) of] (c) one-half of £.....s.....d. being the rent which was recoverable immediately before 30th August, 1954 [Note 14]	
TOTAL RENT [inclusive of rates] (f)	

APPENDIX B

Work carried out on the building of which the dwelling-house forms part or on or for benefit of premises in the building [*Note* 20].

(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	
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—	
$\frac{(k)}{(l)}$: of £ (m)	
= £	

[APPENDIX C

Statement of floor areas [*Note* 21]

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

(ii) The total floor areas of all the premises of which [I am] (n) [..... is] (o) landlord, contained in the building of which the dwelling-house forms part, is (o) .....sq. ft.] (e)

[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] (n) [.....is] (o) landlord, contained in the building of which the dwelling-house forms part, is (o)	] (f)

Notes for guidance in completing this form

(a) Delete words in square brackets where notice is signed by landlord.
(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 where no 1957 Act increase is included in the existing recoverable rent.
(e) Delete words in square brackets if apportionment of work carried out on the building is based on rateable value. [See Note 20 (3).]
(f) Delete words in square brackets if apportionment of work carried out on the building is based on floor areas. [See Note 20 (3).]
(g) Insert appropriate percentage. [See Note 16.]
(h) Delete words in square brackets which are inapplicable.
(j) Delete words in square brackets where tenant does not pay rates along with rent.
(k) Here insert area/rateable value at (i) of Appendix C.
(l) Here insert area/rateable value at (ii) of Appendix C.
(m) Here insert the amount brought out at (i) of Appendix B.
(n) Delete words in square brackets where the notice is signed by an agent on behalf of the landlord.
(o) This figure should include the area/rateable value of all premises in the building which are owned by the landlord. [See Note 20 (3).]

2. Form of Notice of Amended Repairs Increase

HOUSING (REPAIRS AND RENTS) (SCOTLAND) ACT, 1954
RENT ACT, 1957

Notice to tenant of amended repairs increase of rent

Date.....

To....., tenant of.....
(hereinafter referred to as " the dwelling house ").
I [....., the duly authorised agent for] (a) .....
....., the landlord of the dwelling-house [the landlord] (a) being [wholly] (b) [partly] (c) responsible for repairs [Note 1] hereby give notice [Note 25] that the existing recoverable rent of the dwelling-house inserted at (i) of the Appendix to this notice will be increased as from....., 19..., by the amount inserted at (ii) of the Appendix, being the amount required to bring the repairs increase already recoverable in respect of the dwelling-house up to the higher rate of repairs increase permitted by the Rent Act, 1957.

(Signed).....

(Address).....

.....

APPENDIX

Increase of Rent

	Amount per..... £ s. d
(i) Existing recoverable rent of the dwelling-house [inclusive of rates] (d) [Notes 9 and 11]	
(ii) Increase in respect of the higher rate of repairs increase permitted by the Rent Act, 1957, being the amount by which (A) exceeds (B) thus:—	
(A) repairs increase [Notes 12 and 15]—[.....per cent. (e) of] (c) one-half of £.....s.....d. being the rent which was recoverable immediately before 30th August, 1954 [Note 14]	
(B) amount already recoverable by way of repairs increase conform to notice of increase dated..... .....19...,—[.....per cent. (e) of] (c) two-fifths of the said sum of £.....s.....d. being the rent which was recoverable immediately before 30th August, 1954	
TOTAL RENT [inclusive of rates] (d)	

Notes for guidance in completing this form

(a) Delete words in square brackets where notice is signed by the landlord.
(b) Delete words in square brackets if landlord only partly responsible for repairs.
(c) Delete words in square brackets if landlord wholly responsible for repairs.
(d) Delete words in square brackets where tenant does not pay rates along with rent.
(e) Insert appropriate percentage. [See Note 16.]

3. Forms of Notice of 1957 Act Increase

(A) *Form to be used where the dwelling-house is* not *one to which section 20 of the Act of* 1954 *applies.*

RENT ACT, 1957

Notice to tenant of 1957 Act increase of rent

Date.....

To....., tenant of.....
....., (hereinafter referred to as " the dwelling-house ").
I,[....., the duly authorised agent for][a].....
the landlord of the dwelling-house,[the landlord][a] being [wholly][b] [partly][c] responsible for repairs [Note 1]—

(1) hereby give notice [Note 3] that the existing recoverable rent of the dwelling-house inserted at (i) of the Appendix to this notice will be increased as from.....
....., 19....., by the 1957 Act increase permitted by section 7 of the above-mentioned Act, the amount of which is inserted at (ii) of the Appendix; and

(2) hereby declare that 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 Housing (Repairs and Rents) (Scotland) Act, 1954 applies [Notes 5 and 6].

(Signed).....

(Address).....

.....

APPENDIX

Increase of Rent

	Amount per ..... £ s. d.
(i) Existing recoverable rent of the dwelling-house [inclusive of rates][d] [Note 9]	
(ii) 1957 Act increase [Notes 13, 15 and 17]— [.....per cent.[e] of][c] one-quarter of £...s....d. being the rent which was recoverable immediately before 30th August, 1954 [Note 14]	
TOTAL RENT [inclusive of rates][d]	

Notes for guidance in completing this form

([a]) Delete words in square brackets where notice is signed by the landlord.
([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 where tenant does not pay rates along with rent.
([e]) Insert appropriate percentage. [See Note 17.]

(B) *Form to be used where the dwelling-house is one to which section 20 of the Act of 1954 applies.*

RENT ACT, 1957

Notice to tenant of 1957 Act increase of rent

Date.....

To....., tenant of.....
.....(hereinafter referred to as " the dwelling-house "),
I, [....., the duly authorised agent for](a) .....
.....the landlord of the dwelling-house, [the landlord](a) being [wholly](b) [partly](c) responsible for repairs [Note 1]—

(1) hereby give notice [Note 3] that the existing recoverable rent of the dwelling-house inserted at (i) of the Appendix to this notice will be increased as from.....
....., 19....., by the 1957 Act increase permitted by section 7 of the above-mentioned Act, the amount of which is inserted at (ii) of the Appendix; and

(2) hereby declare [Notes 6 and 23] that 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 24].

(Signed).....

(Address).....

.....

APPENDIX

Increase of Rent

	Amount per ..... £ s. d.
(i) Existing recoverable rent of the dwelling-house [inclusive of rates](d) [Note 9]	
(ii) 1957 Act increase [Notes 13, 15 and 17]—	
[.....per cent.(e) of](c) one-quarter of £...s....d. being the rent which was recoverable immediately before 30th August, 1954 [Note 14]	
TOTAL RENT [inclusive of rates](d)	

Notes for guidance in completing this form

(a) Delete words in square brackets where notice is signed by landlord.
(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 where tenant does not pay rates along with rent.
(e) Insert appropriate percentage. [See Note 17.]

4. Form of Certificate of Disrepair

HOUSING (REPAIRS AND RENTS) (SCOTLAND) ACT, 1954
RENT ACT, 1957

Certificate of Disrepair[a]

Date.....

1. With reference to the application made under section 18 of the Housing (Repairs and Rents) (Scotland) Act, 1954 by.....tenant of the dwelling-house....., on the.....day of ..... 19....., the.....[b] hereby certify [Note 26] that the dwelling-house—

(i) is not in good and tenantable repair[c] [Note 27];

(ii) is in some other respect unfit for human habitation[d] [Note 28].

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]

4. The tenant has paid a fee of one shilling on applying for this certificate. [Note 29.]

(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 ground 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 ground that the dwelling-house is not in good and tenantable repair.

5. 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
RENT ACT, 1957

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

Date.....

The.....,(b) hereby certify [Note 30] that on ....., 19..., they served on.....
as the 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.

---

6. Form of certificate of repair

HOUSING (REPAIRS AND RENTS) (SCOTLAND) ACT, 1954
RENT ACT, 1957

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 Housing (Repairs and Rents) (Scotland) Act, 1954, the.....(a) hereby certify [Note 31] 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.

7. Form of Certificate of refusal to grant repair certificate

HOUSING (REPAIRS AND RENTS) (SCOTLAND) ACT, 1954
RENT ACT, 1957

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 Housing (Repairs and Rents) (Scotland) Act, 1954, that the dwelling-house fulfils both the conditions justifying an increase in rent [Note 5], the.....[b] hereby certify [Note 32] that they have refused to grant such a certificate on the grounds that the dwelling-house—

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

(ii) 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

[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 ground 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 ground that the dwelling-house is not in good and tenantable repair.

8. Forms of Notice of passing on of increase

(*A*) *Repairs Increase*

HOUSING (REPAIRS AND RENTS) (SCOTLAND) ACT, 1954
RENT ACT, 1957

Notice to sub-tenant of passing on of repairs increase [a]

Date.....

To....., sub-tenant of.....

Take notice [Note 33] that a repairs increase and/or passed on repairs increase [is] [will be] payable by me to my landlord as from....., 19 , and that the existing recoverable rent of the above-mentioned dwelling-house, the amount of which is inserted at (1) below, [after exclusion of the passed on 1957 Act increase [Note 34] the amount of which is inserted at (1) (*a*) below] [b] will as from..... ....., 19..., be increased by the sum inserted at (2) below.

(Signed).....

(Address).....

	Amount per..... £ s. d.
(1) Existing recoverable rent [Note 9] (including any repairs increase payable by the sub-tenant) [and rates] [c]	
[(1) (*a*) Deduct the amount of the passed on 1957 Act increase [Note 34]] [b]	
(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 37, 40, 5, 15 and 18]	
TOTAL RENT [inclusive of rates] [c]	

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

	Amount per..... £ s. d.
(i) [Sum equal to] [d] [Just proportion of] [e] £.....s.....d. being the amount of the repairs increase (including passed on repairs increase) payable by sub-tenant's landlord	
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 one-half of £.....s.....d. being the rent which was recoverable in respect of the sub-tenant's dwelling-house immediately before 30th August, 1954 [Note 37 (4) and (5)]	
Sum to be passed on	

B. Calculation referred to in (ii) above

	Amount per £ s. d.
(*a*) 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 one-half of £.....s.....d. being the rent which was recoverable in respect of the sub-tenant's dwelling-house immediately before 30th August, 1954... ...	
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*).)

Notes for guidance in completing this form

(*a*) This form should be suitably amended where the notice is served by an agent on behalf of the tenant.

(*b*) Delete words in square brackets where no passed on 1957 Act increase is included in the existing recoverable rent.

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

(*d*) Delete words in square brackets where sub-tenancy is of part only of the premises comprised in the tenancy.

(*e*) Delete words in square brackets where sub-tenancy is of the whole premises comprised in the tenancy.

(*B*) *Amended Repairs Increase*

HOUSING (REPAIRS AND RENTS) (SCOTLAND) ACT, 1954
RENT ACT, 1957

Notice to sub-tenant of passing on of increase arising from amended repairs increase(*a*)

Date.....

To..... sub-tenant of.....

Take notice [Note 35] that an increase, being the amount required to bring the repairs increase already recoverable up to the higher rate of repairs increase permitted by the Rent Act, 1957, [is] [will be] payable by me to my landlord as from..... .....,19....., and that the existing recoverable rent of the above-mentioned dwelling-house, the amount of which is inserted at (1) below, will as from..... ....., 19....., be increased by the sum inserted at (2) below.

(Signed)..... .....

(Address)..... ....

....

	Amount per £ s. d.
(1) Existing recoverable rent [Note 9] (including any repairs increase payable by the sub-tenant) [and rates][b]	
(2) Sum passed on to sub-tenant in respect of the higher rate of repairs increase payable by the sub-tenant's landlord made up thus:—	
Sum (as calculated in the manner set out at "*A*" below) which the sub-tenant's landlord is entitled to pass on to the sub-tenant on account of repairs increase (including passed on repairs increase, if any) at the higher rate now payable by the sub-tenant's landlord [Notes 37, 40, 5, 15 and 18]	
Less sum already passed on to sub-tenant on account of repairs increase (including passed on repairs increase, if any) at the lower rate formerly payable by sub-tenant's landlord, conform to notice of passing on of repairs increase, dated....., 19.....	
TOTAL RENT [inclusive of rates][b]	

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

	Amount per £ s. d.
(i) [Sum equal to][c] [Just proportion of][d] £.....s.....d. being the amount of the repairs increase (including passed on repairs increase) payable by sub-tenant's landlord	
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 one-half of £.....s.....d. being the rent which was recoverable in respect of the sub-tenant's dwelling-house immediately before 30th August, 1954 [Note 37 (4) and (5)]	
Sum to be passed on	

B. Calculation referred to in (ii) above

	Amount per £ s. d.
(*a*) 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 one-half of £.....s.....d. being the rent which was recoverable in respect of the sub-tenant's dwelling-house immediately before 30th August, 1954... ...	
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*).)	

Notes for guidance in completing this form

(*a*) This form should be suitably amended where the notice is served by an agent on behalf of the tenant.

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

(*c*) Delete words in square brackets where sub-tenancy is of part only of the premises comprised in the tenancy.

(*d*) Delete words in square brackets where sub-tenancy is of the whole premises comprised in the tenancy.

(*C*) 1957 *Act Increase*

RENT ACT, 1957

Notice to sub-tenant of passing on of 1957 Act increase(*a*)

Date.....

To..... sub-tenant of.....

Take notice [Note 36] that a 1957 Act increase and/or passed on 1957 Act increase [is] [will be] payable by me to my landlord as from.....19....., and that the existing recoverable rent of the above-mentioned dwelling-house, the amount of which is inserted at (1) below, will as from....., 19....., be increased by the sum inserted at (2) below.

(Signed).....

(Address).....

.....

	Amount per £ s. d.
(1) Existing recoverable rent [Note 9] (including any 1957 Act increase payable by the sub-tenant [and rates](*b*)) ...	
(2) Sum (as calculated in the manner set out at "*A*" below) passed on to sub-tenant on account of 1957 Act increase (including passed on 1957 Act increase, if any) payable by sub-tenant's landlord [Notes 39, 40, 5, 15 and 18]	
TOTAL RENT [inclusive of rates](*b*)	

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

	Amount per £ s. d.
(i) [Sum equal to][c] [Just proportion of][d] £.....s.....d. being the amount of the 1957 Act increase (including passed on 1957 Act increase) payable by sub-tenant's landlord	
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 1957 Act increase to be passed on, together with the amount of any 1957 Act increase payable by the sub-tenant, shall not exceed an amount equal to one-quarter of £.....s.....d. being the rent which was recoverable in respect of the sub-tenant's dwelling-house immediately before 30th August, 1954 [Note 39 (4) and (5)]	
Sum to be passed on	

B. Calculation referred to in (ii) above

	Amount per £ s. d.
(*a*) Amount set out at (i) above	
(*b*) Amount of 1957 Act increase payable by the sub-tenant	
Total of (*a*) and (*b*)	
Less:—	
(*c*) Amount equal to one-quarter of £ s. d. being the rent which was recoverable in respect of the sub-tenant's dwelling-house immediately before 30th August, 1954 ...	
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*).)	

Notes for guidance in completing this form

(*a*) This form should be suitably amended where the notice is served by an agent on behalf of the tenant.

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

(*c*) Delete words in square brackets where sub-tenancy is of part only of the premises comprised in the tenancy.

(*d*) Delete words in square brackets where sub-tenancy is of the whole premises comprised in the tenancy.

9. 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 41] 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 above-mentioned Act, become the standard rent of the premises as from the.....day of..... 19....

(Signed).....
(Address).....
.....

10. Form of Notice to tenant to determine tenant's right to retain possession of decontrolled premises

RENT ACT, 1957
Notice to tenant to determine tenant's right to retain possession of decontrolled premises

Date.....
To....., tenant of.....
I hereby give you notice in accordance with paragraph 2 of the Fourth Schedule to the Rent Act, 1957 that on the.....day of....., 19..... [Note 42] your right to retain possession of the said premises, the rateable value of which is £ s. d. [Note 43], will cease, and you are hereby required accordingly to give up possession of the premises on that date [Note 44].

Signature of [landlord] [agent authorised to serve this notice]
.....
[Name of landlord if notice served by agent.....]
Address of landlord.....
[Address of agent.....]

PART II

11. 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.

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.....

(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.

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.

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 dwelling-house 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.

---

(2) Strike out words in square brackets if inapplicable.

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.

18. The local authority is the Town / County Council of.....

whose address is.....

PART III

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

Strike out words in square brackets if inapplicable.

[8. A rent of £.....s.....d. per week for the premises comprised in the contract was approved by the.....Rent Tribunal on....., 19.....]

[8. The rent for the premises comprised in the contract was reduced by the .....Rent Tribunal to £ s. d. on....., 19.....]

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

9. The Rent of Furnished Houses Control (Scotland) Act, 1943, by virtue of the Rent Act, 1957, applies only to contracts relating to premises having a rateable value not exceeding £40. If the premises are not separately rated, the rateable value will be an apportioned part of the rateable value of the larger premises in which they are comprised. The apportionment may be agreed between the landlord and the tenant, or if they cannot agree, the matter may be referred to the Sheriff. If the contract is referred to the rent tribunal and there has been no apportionment where one is required, the tribunal may themselves make an apportionment for the purposes of determining whether they have jurisdiction, unless the landlord objects, in which case the proceedings will be adjourned in order to enable the landlord to refer the matter to the Sheriff.

SECOND SCHEDULE

NOTES TO BE INSERTED IN THE VARIOUS FORMS CONTAINED IN PART I OF 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 be charged only after notice has been given by the landlord in the statutory form. 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. A notice in respect of a repairs increase of rent cannot be served earlier than four months after the service of a notice of a 1957 Act increase.

Note 3

The 1957 Act increase of rent can be charged only after notice has been given by the landlord in the statutory form. 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. A notice in respect of a 1957 Act increase of rent cannot be served earlier than four months after the service of a notice of repairs increase.

Note 4

If in a declaration as to the work carried out on the dwelling-house any person 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 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 an 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) 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 7

(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. [See Note 14.]

(3) 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.

(4) 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 18.)

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

(*a*) there can be taken into account only work required 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, or section 12 of the Clean Air Act, 1956.

Note 8

(1) Within twenty-eight days after the service of this notice, 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 of 1954 in order to entitle the landlord to a repairs increase. (See Note 18.)

(2) If the Sheriff is not satisfied that work to the proper value has been carried out, 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 9

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 rates payable along with the rent. In May, 1957, rents of houses in Scotland were reduced by the amount of owners' rates payable in 1956-57 and the existing recoverable rent takes account of this reduction.

Note 10

The existing recoverable rent may also include a 1957 Act increase of rent. This increase ceases to be recoverable as soon as a repairs increase becomes recoverable under the Housing (Repairs and Rents) (Scotland) Act, 1954.

Note 11

The existing recoverable rent in this case includes also a repairs increase based on the lower rate permitted by the Housing (Repairs and Rents) (Scotland) Act, 1954, as originally enacted.

Note 12

(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 one-half of the rent which was recoverable in respect of the dwelling-house immediately before 30th August, 1954. (See Note 14.)

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

(3) 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 16.)

Note 13

(1) The amount of 1957 Act increase, to which a landlord is entitled, if he is wholly responsible for the repair of the dwelling-house, is one-quarter of the rent which was recoverable in respect of the dwelling-house immediately before 30th August, 1954. (See Note 14.)

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

(3) 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 1957 Act increase must be reduced proportionately. (See Note 17.)

Note 14

For the purpose of the calculations referred to in Notes 7, 12 and 13 "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 then 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 then 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. (See Note 18.)

Note 15

(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 or 1957 Act 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 or 1957 Act 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 (see note 5) were not fulfilled then no sum is recoverable in respect of the 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 or 1957 Act 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 or 1957 Act increase, as the case may be, 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 to refuse to revoke, 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 a 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 one shilling paid to the local authority by the tenant in applying for the certificate may be deducted by him from the rent.

Note 16

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 7.)

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. (See Note 18.) Any such reductions are given effect to in this notice by reducing the repairs increase or the required value to the appropriate percentage.

Note 17

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 the amount of the 1957 Act increase. The amount of the reduction 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. (See Note 18.) Any such reduction is given effect to in this notice by reducing the 1957 Act increase to the appropriate percentage.

Note 18

Any application to the Sheriff under the Housing (Repairs and Rents) (Scotland) Act, 1954, or under that Act as applied by the Rent Act, 1957, 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 19

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 20

(1) Where the dwelling-house is only part of a building (e.g., as in a block of flats) and work has been carried out during the appropriate period (see Note 7) 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, there 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 work to the value of an amount calculated by apportionment as in (3) below.

(2) There is taken into account for the purposes of this apportionment only 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, or section 12 of the Clean Air Act, 1956.

(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 borne by the landlord 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 21

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 22

The landlord of a dwelling-house to which section 20 of the Housing (Repairs and Rents) (Scotland) Act, 1954, applies (see Note 6) must, before serving a notice of repairs increase—

(*a*) have obtained from the local authority a certificate to the effect that the conditions justifying an increase of rent are fulfilled (see Note 5) ; 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 7 and 20).

Note 23

The landlord of a dwelling-house to which section 20 of the Housing (Repairs and Rents) (Scotland) Act, 1954, applies (see Note 6) must before serving a notice of 1957 Act increase, have obtained from the local authority a certificate to the effect that the conditions justifying an increase of rent (see Note 5) are fulfilled.

Note 24

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 6) it has the effect of automatically revoking any certificate of disrepair or any Order of the Court under the Rent Acts suspending an increase of rent under the Rent Act of 1920.

Note 25

By the Rent Act, 1957 the proportion of the rent recoverable immediately before the 30th August, 1954 on which the repairs increase is to be based, was raised from two-fifths to one-half. Where there is already in force a repairs increase based on the old proportion of two-fifths, this increase can be raised to take account of the higher rate but only after notice has been given by the landlord in the statutory form. The date specified in the notice as being the date from which the higher rate of repairs increase is payable must not be earlier than eight weeks after the service of the notice.

Note 26

(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 this 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 or 1957 Act increase, or passed on increase 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.

Note 27

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 28

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 29

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

Note 30

(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, 1957 Act increase, or passed on increase 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 31

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

Note 32

(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) If, on a later application, the landlord is successful in obtaining from the local authority a certificate of repair, this certificate is automatically revoked.

Note 33

(1) Any repairs increase of rent, or passed on repairs increase, payable by a sub-tenant's landlord to a superior landlord can be passed on to the sub-tenant only 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).

Note 34

Any passed on 1957 Act increase included in the existing recoverable rent ceases to be recoverable as soon as a passed on repairs increase becomes recoverable.

Note 35

(1) Any increase of rent arising from the higher rate of repairs increase permitted by the Rent Act, 1957 (or passed on increase of this nature) 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 eight 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).

Note 36

(1) Any 1957 Act increase of rent, or passed on 1957 Act 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).

Note 37

(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 (4) 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 18.)

(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 one-half 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 then 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 38

By the Rent Act, 1957 the proportion of the rent recoverable immediately before 30th August, 1954 on which the repairs increase is to be based was raised from two-fifths to one-half. Where there is already in force a passed on repairs increase based on the old proportion of two-fifths this passed on increase can be raised to take account of the new proportion of one-half.

Note 39

(1) A tenant who is paying a 1957 Act 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 (4) 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 1957 Act 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 18.)

(3) Where the tenant is partly responsible for repairs, the service of this notice does not preclude him from also serving a notice of 1957 Act increase and recovering a sum by way of 1957 Act increase from the sub-tenant.

(4) The increase which can be passed on to the sub-tenant must not, together with any 1957 Act increase recoverable from the sub-tenant by the tenant, exceed one-quarter 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 then 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 1957 Act increase and/or a 1957 Act 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 1957 Act increase to the sub-tenant.

Note 40

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 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 or 1957 Act increase. While a certificate is in force no sum will be recoverable in respect of either a passed on increase or any repairs increase or 1957 Act increase.

Note 41

Where under section 1 of the Landlord and Tenant (Rent Control) Act, 1949, the Rent Tribunal, before the 30th August, 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 Housing (Repairs and Rents) (Scotland) 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.

Note 42

The date specified in this notice must be a date not earlier than fifteen months after the time of decontrol of the premises by the Rent Act, 1957 (normally 6th July, 1957) nor earlier than six months after the date of service of this notice.

Note 43

On 6th July, 1957, the Rent Acts ceased to apply to dwelling-houses whose rateable value on 7th November, 1956, exceeded £40.

If as a result of an appeal the rateable value in the 1956-57 Valuation Roll has been altered with effect from not later than 7th November, 1956, the rateable value which will determine whether the premises are decontrolled will be the altered rateable value.

If the premises are not separately rated, the rateable value will be an apportioned part of the rateable value of the larger premises in which they are comprised. The apportionment must be agreed between the landlord and the tenant, or, if they cannot agree, determined by the Sheriff. This apportionment must have been agreed or determined before the service of this notice.

Note 44

Until this notice takes effect the rent recoverable from the tenant will remain the same as it was immediately before the time of decontrol. If before the date specified in this notice the landlord and the tenant enter into a new tenancy for a term of at least three years at a rent and on other terms and conditions agreed between them this notice will become ineffective and the tenant will remain in occupation of the premises on the terms of the tenancy. It is unlawful for a landlord as a condition of the granting of any such tenancy to demand a premium, the making of a loan by the tenant, or the payment of rent more in advance than the beginning of a rental period, or earlier than six months before the end of the rental period for which it is payable, if that period is more than six months long. If a premium is unlawfully demanded and paid, or a loan is unlawfully demanded and made, or rent is unlawfully demanded in advance and paid, the amount paid or advanced is recoverable by the tenant by proceedings before the Sheriff and the landlord will be guilty of an offence and liable to a fine not exceeding £100.

If the tenant or a predecessor under the tenancy has made an improvement to the premises which has added to their value (not being the installation of a fixture which the tenant is entitled to remove) he may be entitled on giving up possession in pursuance of this notice to compensation in respect of the improvement. In order to obtain any compensation to which he may be entitled he must make a claim on the landlord before giving up possession. If the tenant thinks that he has a claim, he should take advice as to how he should proceed in regard to the matter.

THIRD SCHEDULE

Rules for Computation of Floor Areas for the Purposes of Paragraph 7 (3) of the First Schedule to the Act of 1954

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 re-enact with amendments—

(*a*) the Housing (Repairs Increase) (Scotland) Regulations, 1954, which prescribed the forms in which notices of repairs increase, certificates of disrepair and other documents should be made under the provisions of the Housing (Repairs and Rents) (Scotland) Act, 1954 and provided rules for 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:

(*b*) the Rent Restrictions (Scotland) Amendment Regulations, 1954, which prescribed 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 dwelling-house to which the Rent Acts apply.

The following additional forms are prescribed in these regulations—

(i) the forms in which notices of increase and notices of decontrol under the Rent Act, 1957, should be given.

(ii) the form of notice to be inserted in every rent book or similar document used in relation to a weekly let of a furnished house to which the Rent of Furnished Houses Control (Scotland) Act, 1943, applies.

1957 No. 1137 (L. 9)

The Rent Restrictions Rules, 1957

Made - - - -	*27th June*, 1957
Coming into Operation	*6th July*, 1957

I, David, Viscount Kilmuir, Lord High Chancellor of Great Britain, in the exercise of the powers conferred on me by section 17 (1) of the Increase of Rent and Mortgage Interest (Restrictions) Act, 1920(**a**), and section 19 (3) of the Rent Act, 1957(**b**), hereby make the following Rules:—

Citation, Commencement, Interpretation and Application

1.—(1) These Rules may be cited as the Rent Restrictions Rules, 1957, and shall come into force on the sixth day of July, 1957.

(**a**) 10 & 11 Geo. 5. c. 17. (**b**) 5 & 6 Eliz. 2. c. 25.