

# **Private Residential Tenancy Statutory Terms Supporting Notes**

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**Scottish Government**  
Riaghaltas na h-Alba  
gov.scot

## Private Residential Tenancy Statutory Terms Supporting Notes

It's the law that your landlord must give you a written tenancy agreement.

If you have a private residential tenancy, there are nine tenancy terms which your landlord must include in your tenancy agreement by law.

These Supporting Notes can help you understand those tenancy terms. The section numbers and titles relate to the number given to each tenancy term as they are listed in the Private Residential Tenancies (Statutory Terms) (Scotland) Regulations 2017.

If you need more information about any clauses in your tenancy agreement which are not covered by these Notes, you may want to discuss them with your landlord, or contact the advice groups listed at the end of these Notes.

If you have a new tenancy, your landlord must give you your tenancy agreement and a copy of these Notes before the end of the day on which the tenancy starts.

If you have a different type of tenancy which is changing into a private residential tenancy, your landlord has 28 days after the day when the tenancy becomes a private residential tenancy to give you your new tenancy terms and a copy of these Notes.

If your landlord does not give you written terms of the tenancy or these Notes when they are supposed to, you can apply to the First-Tier Tribunal for Scotland Housing and Property Chamber ("the Tribunal"). The Tribunal may then give you a written tenancy and/or order your landlord to pay you up to three months' rent.

You must give your landlord 28 days' notice if you are going to apply to the Tribunal for this reason, and you must apply using the 'Tenant's notification to a landlord of a referral to the First-tier Tribunal for failure to supply in writing all tenancy terms and/or any other specified information'. There are guidance notes available to help you to fill in this form if needed.

### In these Supporting Notes:

- The word "**Agreement**" means the tenancy agreement for the property which is being leased; and
- The "**Tribunal**" is the First-Tier Tribunal for Scotland Housing and Property Chamber, which deals with disputes for tenancies of homes. The process should be easy and there is no cost to apply to the tribunal. You can access the form here:

<https://www.housingandpropertychamber.scot/sites/default/files/hpc/REPAIRS%20APPLICATION%20FORM%20CHAMBER.pdf>

The Form has guidance notes to help. You can also get help from the advice groups listed at the end of these Notes.

- The **landlord** might appoint an **agent** to manage the Agreement and if they do, then when these Notes refer to the landlord, in practice that might instead be a reference to the landlord's agent who will be acting on behalf of the landlord.

## **STATUTORY TERM 1 – RENT RECEIPTS**

If the tenant pays rent in cash then the landlord must give the tenant a written receipt.

That receipt must show:

- the amount paid,
- the date on which that amount was paid; and
- whether the rent is now paid up to date - and, if it is not, how much is still to be paid.

## **STATUTORY TERM 2 – RENT INCREASES**

The rent can only go up once a year. Before the rent can go up, the tenant must be given an official notice called a rent-increase notice. This notice might be sent by email if the Agreement allows for this. Any rent-increase notice must be given to the tenant by the landlord at least 3 months before the date that the rent is to go up.

If the tenant receives a rent-increase notice, and the tenant thinks that the new rent would be higher than is being charged at that time for similar properties, then the tenant can ask a Rent Officer to decide whether the increase is fair.

"Fair" here means an amount similar to the rent which is, at that time, being charged for similar properties on new lettings. It does not mean how much the tenant can afford to pay.

Tenants must follow certain steps to ask the Rent Officer to make this decision and there is a 21 day time limit for this to be done. If these steps are not followed by the tenant within the 21 day time limit then the tenant will lose their right to challenge the rent increase - and the rent will be increased to the amount wanted by the landlord.

These steps are as follows:

- The tenant must return Part 3 of the rent-increase notice to the landlord - to tell the landlord that the tenant intends to ask the Rent Officer to decide whether the rent increase is fair;
- The tenant then fills in a form called the Tenant's Rent Increase Referral to a Rent Officer under section 24 (1) of the Private Housing (Tenancies) (Scotland) Act 2016 to be used for this purpose, a copy of which can be accessed on the Scottish Government website, or through Rent Service Scotland – see Useful Contacts and Links at the end of these Notes; and

- The tenant then sends the finished form to the Rent Officer.

All of this must be done within 21 days after the tenant receives the rent-increase notice. If this is not done then the rent increase will go ahead.

If the tenant accepts the rent increase, they should return Part 3 of the rent-increase notice to the landlord to tell them that.

Part 3 of the rent-increase notice can also be returned to the landlord by the tenant to say if the tenant has not been given long enough notice of a rent increase - so if less than 3 months' notice was given. If the landlord gives less than the 3 months' notice, then the tenant will not need to pay the increased rent until 3 months have passed. So the landlord cannot try and increase the rent on one month's notice for example.

If the property is in a Rent Pressure Zone, the tenant cannot go to a Rent Officer about the rent increase. That is because the Scottish Ministers have already limited the amount by which the rent can be increased. As the landlord cannot increase the rent higher than the cap, the tenant doesn't need to pay any rent above the cap.

The tenant has a number of options:-

- only pay the rent up to the limit of the cap as the tenant is at no risk of eviction;
- contact one of the advice groups listed at the end of these Notes; or
- apply to the Tribunal to draw up the terms of the tenancy (as the terms of tenancy have changed as the rent has increased).

You should tell your landlord what you intend to do. In any event, if you apply to the Tribunal, your landlord must be given 28 days' notice.

### **STATUTORY TERM 3 – SUBLETTING ETC**

The Agreement will probably only give the landlord's permission for the tenant(s) that are named in the Agreement to live in or use the property.

The tenant is not allowed to:

- enter into another agreement to sublet the property (or part of it) to another person, or
- take in a lodger, or
- enter into an agreement to try to transfer the tenancy (or part of it) to somebody else, or
- allow another person to start living in the property (or part of it) or using it for some other purpose.

As a general rule, if the tenant wants to allow anyone else to live in or use the property as their only or main home, then the tenant must get the landlord's written permission. The landlord does not have to give that permission.

## STATUTORY TERMS 4 AND 5 – NOTIFICATION ABOUT OTHER RESIDENTS

If a person who is over 16 lives at the property with the tenant as their only or main home, then the tenant has to write to the landlord (or email the landlord if email is the agreed method of contact). The tenant's letter (or email) must tell the landlord the name of the person who has started to live at the property with the tenant and the tenant's relationship with that person.

If that person leaves the property, the tenant must also tell the landlord that this has happened. For example, if a couple take a joint tenancy and live with their two children aged 14 and 15, when each of those children become 16, the landlord should be notified. Also, where a husband takes a single tenancy but lives with his wife, he should notify the landlord that his wife lives with him.

If a tenant dies while they are the only tenant under a private residential tenancy, a partner, family member or carer can inherit their tenancy under certain conditions, as long as the tenant did not inherit the tenancy from someone else in the first place.

In order for a person to inherit the tenancy, they must:

- have been living in the property as their only or main home at the time of the tenant's death, and
- the tenant must have already notified the landlord .

There are several types of relationship with the tenant which might allow someone to inherit the tenancy:

1. If the person was married or in a civil partnership with the tenant at the time of the tenant's death, the person will inherit the tenancy, as long as:
  - they have been living in the property as their only or main home at the time of the tenant's death, and
  - the tenant must have already notified the landlord .
2. If the person was a partner of the tenant (but was not married to them or in a civil partnership with them) to be allowed to inherit the tenancy:
  - they must have been living in the property as their only or main home **for at least 12 months without any breaks** up to the tenant's death, and
  - the tenant must have already notified the landlord

The 12 months will be counted from the time when the tenant told the landlord that the person was living in the property. Any time when the person was living in the property before the landlord was told will not count.

3. If the tenant does not have a partner to inherit their tenancy, any **qualifying family members** who are at least 16 years of age when the tenant dies can inherit the tenancy, if:
- they have been living in the property as their only or main home **for at least 12 months without any breaks** up to the tenant's death, and
  - the tenant must have already notified the landlord

The 12 months will be counted from the time when the tenant told the landlord that the person was living in the property. Any time when the person was living in the property before the landlord was told will not count.

More information on this is available on the Scottish Government website.

### **STATUTORY TERMS 6, 7 AND 8 – ACCESS FOR REPAIRS ETC.**

The tenant must by law let the landlord (or their workmen or advisers) have reasonable access onto the property for "authorised purposes".

The tenant should be given at least 48 hours' notice before this happens - unless it is an emergency. If it is an emergency, then less than 48 hours' notice might be given, or immediate access might be needed (with no notice beforehand). An emergency might include a dangerous electrical fault or a burst water pipe in the property which is flooding the property or any flat below it. Emergencies are repairs that are causing danger or, if left, are likely to cause damage to the property or property nearby if they are not repaired quickly.

Reasonable access, for non-emergency work, would generally mean access during the working day (8 a.m. to 6 p.m.) Monday to Friday. If both landlord and tenant agree, then the tenant could allow access outwith such times if this would allow work to be done more quickly.

A landlord will usually hold a set of keys for the property. However, unless it is for an emergency, the landlord is not allowed to use those keys to enter the property without the tenant's consent.

If the tenant does not give consent then the landlord can apply to the Tribunal for an order to take access. The Tribunal will try and agree a date for access with the tenant. If the tenant refuses to agree a date for repairs then the Tribunal can fix a date when the landlord can enter.

#### **Authorised purposes are:**

- carrying out work in the property which the landlord must carry out or is allowed to carry out, in either case by law or in terms of the tenancy or in terms of any other agreement between the landlord and the tenant;

- checking the property to see whether any work needs to be done - for example repairs; and
- carrying out a valuation of the property.

## STATUTORY TERM 9 – TERMINATION

This section details the ending of the Agreement by the landlord or the tenant.

### Tenant ending the Agreement

The tenant can end the tenancy at any time by giving written notice to the landlord. That written notice **must say** that:

- the tenant wants to end the tenancy and
- the date on which the tenancy is to end.

(If it is a joint tenancy, all of the tenants must give the notice, not just one or some of them. See more detail later in this section.)

The tenant's **notice must be given to the landlord at least 28 days (or 4 weeks) before the date on which the tenant wants the tenancy to end.**

If the tenant gives the notice to the landlord by hand, then the notice would have to be given at least 28 days (or 4 weeks) before the date on which the tenant wants the tenancy to end.

If the tenant:

- posts the notice or
- sends the notice by email (if this has been agreed as the method of communication),

then the notice would have to be posted or emailed at least 30 days before the date on which the tenant wants the tenancy to end. This allows time for the notice to be received by the landlord.

If the tenant wants to end the tenancy **sooner than 28 days**, they may be able to agree this with their landlord. This landlord's agreement must be in writing. If the landlord does not agree, the tenancy will continue for the **minimum 28 day period** even if they move out of the property sooner.

If the Agreement is a **joint tenancy** then all of the joint tenants have to agree to the ending of the Agreement. One joint tenant cannot end the Agreement on behalf of all tenants. Any notice from the tenant to end the tenancy would have to be signed by all of the joint tenants.

If a joint tenant wants to end the tenancy by sending notice to the landlord by email then this would be done either:

- by each of the people who are joint tenants sending their own email to the landlord, all saying that the tenancy is to end on the same date; or
- by each of the joint tenants signing a paper copy notice to the landlord and then one of those joint tenants scanning or taking a photo of that signed paper copy notice and attaching it to an email and emailing it to the landlord, on behalf of all of the joint tenants.

There are times, such as where there has been domestic violence, where a court can make an exclusion order or order the transfer of a joint tenancy into the name of one tenant, or a tenancy in the name of one partner into the name of the other. This is under the Matrimonial Homes (Family Protection) (Scotland) Act 1981. If a tenant needs advice about this, they could contact one of the advice groups listed at the end of these Notes or Scottish Women's Aid (<http://www.scottishwomensaid.org.uk/advice-information/advice-information-women/legal-advice/housing-and-welfare-support>)

### Landlord ending the Agreement

The landlord can also end the tenancy by written notice to the tenant. This written notice is called a **Notice to Leave**. The landlord cannot simply end the tenancy because the landlord wants the tenancy to end. **The landlord can only end the tenancy by giving Notice to Leave on one or more of the 18 grounds which are set out below.**

The **minimum period of notice which the landlord must give the tenant will be 28 days (4 weeks) but the tenant may be entitled to 84 days' (12 weeks') notice** depending on how long they have been living in the property and what ground is being used to remove the tenant - see below for more detail.

The landlord's written notice to the tenant, ending the tenancy, must say:

- which one or more of the 18 grounds is the reason why the landlord is ending the tenancy;
- why the landlord thinks that ground applies; and
- the date on which the tenancy is to end.

The landlord should provide the tenant with a copy of any supporting evidence for the eviction ground when they serve the Notice to Leave on the Tenant.

The **tenancy end date** will be set out in the Notice to Leave. There are four possible options for the tenant:-

1. The tenant could choose to leave on the date in the Notice to Leave.
2. Despite the tenancy end date set out in the notice, the tenant may ask the landlord to agree to a later date, in which case the tenancy will end on that date - this is only if the landlord agrees.



3. If the tenant believes that the ground(s) for ending the Agreement given in the notice do not apply, then they should discuss this with the landlord and also contact the advice groups listed at the end of these Notes.
4. The other option would be for the tenant to wait for the landlord to apply to the Tribunal for an Eviction Order, as at that stage the landlord will be asked by the Tribunal to **prove** that the ground(s) specified for eviction do apply. You don't need to move out until an Eviction Order is granted by the Tribunal.

### **Where the tenant chooses not to leave**

If the tenant does not leave the property on the tenancy end date, the landlord can apply to the Tribunal to get an order to evict the tenant. The tenancy then ends on the date set out in that eviction order.

If the landlord applies to the Tribunal for an eviction order, the Tribunal will ask the landlord to prove to the Tribunal why the ground set out in the landlord's notice applies to allow the landlord to end the tenancy.

### **Amount of notice**

All tenants are entitled to receive **at least 28 days' notice**. Some tenants will be able to get 84 days' notice.

The amount of notice which the landlord has to give the tenant depends on:

- which of the 18 eviction ground(s) the landlord is using to end the Agreement; and
- how long the tenant has lived in the property.

**At least 28 days' (or 4 weeks') notice** must be given to the tenant if:

- on the date that the tenant receives the Notice to Leave, the tenancy has been running for **six months or less**;

**OR**

- the only eviction ground(s) set out in the landlord's notice to leave is/are that the tenant:
  - is not occupying the property as the tenant's only or main home; or
  - has breached the Agreement; or
  - is in rent arrears for three or more months in a row; or
  - has been found guilty, in a court, of certain crimes; or
  - has been involved in antisocial behaviour; or

- has been involved with a person who has been found guilty of certain crimes or has been involved in antisocial behaviour.

In all other cases, the tenant must get **at least 84 days' (or 12 weeks) notice**.

**At least 84 days' (or 12 weeks) notice** must be given to the tenant if:

- on the date that the tenant receives the landlord's notice, the tenancy has been running for **more than six months**;

**AND**

- the landlord's notice includes any of the eviction ground(s) not mentioned above.

**There are 18 grounds that allow a landlord to end a tenancy**

- 8 of those grounds are always mandatory - that means that the Tribunal must grant an Eviction Order if any one or more of those grounds is found by the Tribunal to exist;
- 8 of those grounds are discretionary - that means that, even if the Tribunal finds that these grounds exist, the Tribunal must decide whether or not the tenancy can be ended on these grounds
- 2 of those grounds are part mandatory and part discretionary - so in some cases the Tribunal must grant an Eviction Order and in others the Tribunal will decide whether or not the tenancy can be ended on either of those grounds.

More detail on all of the above 18 grounds is given below.

**8 mandatory eviction grounds**

1. The landlord intends to sell the property for market value within three months of the tenant leaving the property.
2. The property is to be sold by the mortgage lender for the property.
3. The landlord intends to refurbish the property (so carry out improvements) and this will involve fairly disruptive works to, or in relation to, the property.
4. The landlord intends to live in the property as his or her only or main home.
5. The landlord intends to use the property for a purpose other than giving a person a home.
6. The property is owned by the landlord for the purpose of being lived in by someone who works for a religious purpose. This means that the person carries out religious work from the property AND the property has

actually been used for this purpose at some time before the tenant began living there.

7. The tenant is not living at the property as his or her only or main home or has left the property (other than for a temporary period).
8. After the tenancy began, the tenant is found guilty in a court either (i) of using, or allowing the use of, the property for an immoral or illegal purpose or (ii) of a crime for which the tenant could be sent to prison. This crime needs to have taken place in, or in the neighbourhood of, the property. For this ground, the landlord would usually have to apply for the eviction order within 12 months after the date that the tenant was found guilty.

If the Tribunal accepts that any one or more of these 8 fully mandatory eviction grounds applies, then the Tribunal **must** issue an eviction order.

### **8 discretionary eviction grounds**

1. A member of the landlord's family intends to live in the property as his or her only or main home.
2. The tenancy was entered into because the tenant had a need for community care (as decided by the local council) and the local council has decided that the tenant no longer has that need.
3. The tenant has breached any of the duties of the tenant under the tenancy – but this does not apply to a failure by the tenant to pay rent as there is a separate ground for this.
4. The tenant has acted in an antisocial manner to another person and the Tribunal is satisfied that it is reasonable to issue an eviction order. For this ground, the landlord would be expected to apply for the eviction order within 12 months of the antisocial behaviour taking place.
5. The tenant is meeting or socialising in the property with a person who has (i) been found guilty of a crime or (ii) been involved in antisocial behaviour. This applies if, in either case, the Tribunal would have been able to issue an eviction order if it was the tenant who had been found guilty of that crime or the tenant who had been involved in that antisocial behaviour. For this ground, the landlord would be expected to apply for the eviction order within 12 months of the antisocial behaviour taking place.
6. Landlord registration has been refused or cancelled by a local council - as, in that case, the law would not permit the landlord to let out the property that they own.
7. A House in Multiple Occupation (HMO) licence for the property has been cancelled by the local council, as the law would not permit the landlord to let out the property to three or more tenants who are not members of the

same family. There may be times where a tenancy can continue for a short time without there being an HMO licence.

8. The local council has served a notice on the landlord about the property being overcrowded.

The Tribunal will consider whether or not any one or more of these 8 discretionary eviction grounds in the notice to leave applies and whether or not it is right to end the tenancy on these grounds.

## **2 eviction grounds which can be mandatory or discretionary**

Two of the eviction grounds can be mandatory in some cases and discretionary in some others. So if the Tribunal accepts that the ground applies, then:

- in some cases the Tribunal must issue the eviction order; but
- in other cases, the Tribunal can choose whether or not to issue the eviction order if the Tribunal considers it right to end the tenancy.

### **Mandatory or discretionary ground 1 - The tenant is in rent arrears.**

This ground is **mandatory** (so the Tribunal **must** issue the eviction order) if:-

- the tenant has not paid all of the rent (or some of the rent) which is due, for at least 3 months in a row; and
- on the first day that the issue comes before the Tribunal, an amount equal to at least 1 month's rent remains unpaid; and
- the Tribunal is satisfied that the reason for the tenant not paying the rent is NOT a delay or failure in the payment to the tenant of some benefits, including housing benefit or universal credit.

This ground is **discretionary** (so the Tribunal can **choose** whether or not to issue the eviction order if the Tribunal considers it right to end the tenancy) if:-

- the tenant has not paid all of the rent or some of the rent which is due, for at least 3 months in a row; and
- on the first day that the issue comes before the Tribunal, an amount less than 1 month's rent remains unpaid; and
- the Tribunal is satisfied that it is right on this basis to issue an eviction order - in this case the Tribunal can look at many things to decide whether it is right to evict, including whether the reason for the tenant not paying the rent is a delay or failure in the payment to the tenant of some benefits, including housing benefit or universal credit.

**Mandatory or discretionary ground 2 - The tenancy was granted to the tenant because he or she was employed by the landlord (or was expected to be employed) and the tenant is no longer an employee or never became an employee.**

This ground is **mandatory** (so the Tribunal **must** issue the eviction order) if the application for eviction was made within 12 months from the date the tenant stopped being - or failed to become - an employee.

This ground is **discretionary** (so the Tribunal can **choose** whether or not to issue the eviction order) if the application for eviction is made more than 12 months after the date the tenant stopped being - or failed to become - an employee.

### **Unlawful Eviction**

If the landlord tries physically or by force to remove a tenant from the property without the Tribunal's permission, the landlord is committing a crime. If the landlord physically removes the tenant from the property, or threatens to do so, or if the landlord changes the locks, the tenant should report the matter to the police. (The non-emergency number to contact the police is 101.)

For an eviction to be lawful (so allowed by law), after the landlord obtains the eviction order from the Tribunal, the eviction (or removal of the tenant from the property) must be done by Sheriff Officers, not by the landlord or by the landlord's employees or agents.

The law protects the tenant against harassment and unlawful eviction in two ways:

- by making harassment and unlawful eviction crimes; and
- by allowing the tenant to claim damages (ask for money) through the courts.

The law against harassment applies if the landlord personally harasses or evicts the tenant unlawfully or if somebody else does it for the landlord.

### **Wrongful Termination Orders**

If the tenant has left the property and thinks they have been misled into leaving the property, they can apply to the Tribunal for a 'wrongful termination order'. The Tribunal may make a wrongful termination order if it decides that the landlord:

- misled the Tribunal into giving an eviction order it should not have
- misled the tenant into leaving the property.

An example of a possible wrongful termination would be where the landlord serves notice to leave on the tenant on the ground that they intend to sell the property, but then takes no action to do so, and simply lets it out to another tenant.

If a wrongful termination order is issued, the landlord will be told to pay the tenant a payment of no more than six months' rent. The local council will also be told about the order being made and will take this into account when deciding if the landlord is (or remains) a "fit and proper" person registered to be a landlord.

## USEFUL CONTACTS AND LINKS

### ***Regulation***

#### **First-Tier Tribunal for Scotland (Housing and Property Chamber)**

4th Floor

1 Atlantic Quay

45 Robertson Street

GLASGOW G2 8JB

Tel: 0141 302 5900

<https://www.housingandpropertychamber.scot/home>

#### **Rent Service Scotland**

2nd Floor Endeavour House

1 Greenmarket

Dundee DD1 4QB

Tel: 0300 244 7000

Email: [rss.dundee@gov.scot](mailto:rss.dundee@gov.scot)

#### **Scottish Landlord Register**

*To check on line if a landlord is registered.*

[www.landlordregistrationscotland.gov.uk/](http://www.landlordregistrationscotland.gov.uk/)

### ***General Advice***

#### **Citizens Advice Scotland**

*Citizens Advice Bureau which can help with money, legal, consumer and other problems.*

Tel: 0808 800 9060

[www.cas.org.uk](http://www.cas.org.uk)

#### **Energy Saving Trust**

*Gives independent help and advice on how to save energy in the home.*

Tel: 0800 512 012

[www.energysavingtrust.org.uk/scotland](http://www.energysavingtrust.org.uk/scotland)

#### **Office of the Gas and Electricity Markets (Ofgem)**

*Protects the interests of gas and electricity consumers.*

Tel: 0141 331 2678

[www.ofgem.gov.uk](http://www.ofgem.gov.uk)

### ***Housing advice***

#### **Shelter Scotland**

*Offers advice, information and advocacy to tenants in privately rented housing.*

Tel: 0808 800 4444

[www.shelterscotland.org](http://www.shelterscotland.org)

### **Tenancy Deposit Schemes**

#### **Letting Protection Service Scotland**

Tel: 0844 472 6666

[www.lettingprotectionscotland.com](http://www.lettingprotectionscotland.com)

#### **Safe Deposits Scotland**

Tel: 0845 604 4345

[www.safedepositsscotland.com](http://www.safedepositsscotland.com)

#### **Mydeposits Scotland**

Tel: 0845 634 5400

[www.mydepositscotland.co.uk](http://www.mydepositscotland.co.uk)

### **Safety advice**

#### **Gas Safe Register**

*Offers gas safety advice and can take action to ensure that gas appliances in a property are safe.*

Tel: 0800 408 5500

[www.gassaferegister.co.uk](http://www.gassaferegister.co.uk)

#### **Health and Safety Executive**

*Provides a range of health and safety advice.*

[www.hse.gov.uk/contact](http://www.hse.gov.uk/contact)

#### **Electrical Safety Council**

*UK charity that provides electricity safety advice for the home.*

Tel: 0131 445 4690

[www.esc.org.uk](http://www.esc.org.uk)

#### **Scottish Fire and Rescue Service**

*Fire safety advice*

[www.firescotland.gov.uk](http://www.firescotland.gov.uk)

### **Landlord and letting agent representatives**

#### **Scottish Association of Landlords**

*Represents the interests of landlords and letting agencies in Scotland.*

Tel: 0131 564 0100

[www.scottishlandlords.com](http://www.scottishlandlords.com)

#### **Scottish Land and Estates**

*Represents the interests of rural landlords in Scotland.*

Tel: 0131 653 5400

[www.scottishlandandestates.co.uk](http://www.scottishlandandestates.co.uk)

#### **Landlord Accreditation Scotland**

*Provides information on accommodation which is managed by an accredited landlord.*

Tel: 0131 553 2211



[www.landlordaccreditationscotland.com](http://www.landlordaccreditationscotland.com)

**National Landlords Association**

*An association for private landlords in the UK.*

Tel: 020 7840 8900

[www.landlords.org.uk](http://www.landlords.org.uk)

**Association of Residential Letting Agents**

*An association for registered letting agents.*

Tel: 0844 387 0555

[www.arla.co.uk](http://www.arla.co.uk)

## RELEVANT LEGISLATION

Rent (Scotland) Act 1984 -clarification of illegal premiums.

Housing (Scotland) Act 1987 - landlord's identity requirement; overcrowding and serious disrepair regulation.

Data Protection Act 1998 - tenant's personal data to be held securely and only lawfully disclosed

Antisocial Behaviour etc (Scotland) Act 2004 - landlord registration regulation, anti-social behaviour.

Housing (Scotland) Act 2006 - Housing in Multiple Occupation regime; Tenancy Deposit Scheme regulatory framework; landlord's right of access; Repairing Standard and right to adapt properties.

Equality Act 2010 - discrimination, including in relation to alterations.

Interpretation and Legislative Reform (Scotland) Act 2010 - timing of service of notices

Private Rented Housing (Scotland) Act 2011 - changed the registration of private landlords; amendments to the Housing in Multiple Occupation licensing regime; introduction of Overcrowding Statutory Notices.

The Tenancy Deposit Schemes (Scotland) Regulations 2011 - tenancy deposit schemes

Housing (Scotland) Act 2014 - introduced regulatory system for letting agents.

Private Housing (Tenancies) (Scotland) Act 2016 - established the private residential tenancy.

Regulations under the Private Housing (Tenancies) (Scotland) Act 2016:

The Private Housing (Tenancies) (Scotland) Act 2016 (Consequential Provisions) Regulations 2017

The Private Residential Tenancies (Statutory Terms) (Scotland) Regulations 2017

The Private Residential Tenancies (Information for Tenants) (Scotland) Regulations 2017

The Private Residential Tenancies (Prescribed Notices and Forms) (Scotland) Regulations 2017, S.S.I. 2017/297

The Private Residential Tenancies (Information for Determining Rents and Fees for Copies of Information) (Scotland) Regulations 2017, S.S.I. 2017/296

[The Notice to Local Authorities \(Scotland\) Amendment Regulations 2017, S.S.I. 2017/295](#)

[The Private Housing \(Tenancies\) \(Scotland\) Act 2016 \(Commencement No. 2 and Saving Provision\) Regulations 2017, S.S.I. 2017/293](#)

**PLEASE NOTE** these hyperlinks links to [legislation.gov.uk](#) may show the enactments as originally made, so may not always show amendments.



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