

### Failing to put a Tenancy Deposit into an Approved Scheme

If a Landlord does not pay the tenant's deposit into an approved scheme, the tenant can make an application to the Housing and property Chamber of the First-tier Tribunal for Scotland. An application can be made during the tenancy or within three months of when the tenancy ended.

Where applications to the Housing and Property Chamber are successful, the Landlord will be ordered to pay a sum of money to the tenant. The amount to be paid can be up to three times the amount of money provided for the tenancy deposit.

To make an application you will need the following:

1. Application Form G, this can be found on the Chamber's website: <https://www.housingandpropertychamber.scot/apply-tribunal/other-private-tenancy-applications/forms-and-guidance-other>
2. A copy of the tenancy agreement (or evidence explaining the arrangement).
3. Documentation evidencing the tenancy's end date (where possible).

### Contacting the Housing and Property Chamber

Housing and Property Chamber,  
First-tier Tribunal for Scotland,  
Glasgow Tribunals Centre,  
20 York Place, Glasgow, G2 8GT



0141 302 5900



HPCAdmin@scotcourtsribunals.gov.uk



[www.housingandpropertychamber.scot/home](http://www.housingandpropertychamber.scot/home)

# Housing Law

## Know your Rights & Remedies

## The Housing & Property Chamber of the First-tier Tribunal for Scotland - An Overview

August 2018



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## Frequently Asked Questions

### What is the Housing & Property Chamber?

It is similar to a court but is designed to be more informal. The Chamber is a judicial Tribunal: a special type of court which handles disputes in specialist areas of law. The Chamber examines and resolves housing disputes in the private sector, many of which were previously heard in the Sheriff Court. As the staff and judges are experts in housing law, they should have a good understanding about the issues of your case. The proceedings are designed to be simple, quick, and informal.

### Is it Free?

Yes; unlike the Sheriff Court, there is no court fee for making an application. However, if the Chamber feels you have behaved unreasonably during the dispute, causing the other party to incur expenses, you may be ordered to compensate them.

### How Can the Chamber Help Me?

The Chamber can resolve many housing disputes; but does not deal with tenants renting in the public sector (e.g. from a local council or housing association like GHA) who still need to go to the Sheriff Court for help.

Common problems the Chamber handles include housing repairs and maintenance; reviewing rents; evictions; tenancy deposit issues; the landlord's right of entry; adapting rented accommodation for the disabled; and disputes with your factor. The Law Clinic has leaflets for each of these areas.

### How Do I Apply to the Chamber?

You must use the relevant application form, available from the Chamber website (<https://www.housingandpropertychamber.scot/apply-tribunal>). Consult our other leaflets for guidance for each application type. Once you have filled out your application form and included any required supporting evidence, it is a matter of simply posting the form to the Chamber (see 'Contacting the Chamber' below).

The Chamber will notify you "as soon as practicable" if your application has been accepted or rejected. Applications are only rejected where they are trivial; where the applicant has made the same application previously; or where the dispute has already been resolved.

Some applications require you to take initial steps before the Chamber can get involved (e.g. writing to your landlord to try and resolve the problem); while in other cases the Chamber may request additional information be sent to them. If your application is accepted, the Chamber may request to visit your property to perform an inspection (especially in cases concerning repairs); and may also set up a hearing.

### What is a Hearing?

A hearing is a fact-finding exercise during which both the applicant and the respondent (e.g. landlord or factor) will be invited to appear in person before the Chamber and make arguments regarding their respective cases. The role of the Chamber is to assess these and make findings of fact. The Chamber panel may also ask questions, examine evidence, and interview witnesses. A hearing is not always necessary; in some cases, the Chamber can make a decision based on the submission of your application and further evidence alone.

### Is there Legal Aid?

Yes; but only for certain types of application. Legal aid is not available for applications regarding The Repairing Standard nor the tenancy deposit scheme.

### Can I Appeal a Chamber Decision?

Yes. You must submit an application in writing to the Chamber within 30 days of the decision or of the written statement of reasons being delivered to you. You can only appeal if you think the Chamber made a mistake with the law and you will need to explain the reasons why. You cannot appeal simply because you disagree with the decision. Once your application has been received, the Tribunal may grant it; grant part of it; or refuse it. If granted, the appeal will go to the Upper Tribunal for Scotland.

Where applications to the Housing and Property Chamber are successful, the Landlord will be ordered to pay a sum of money to the tenant. The amount to be paid can be up to three times the amount of money provided for the tenancy deposit.

The following documentation is required to make an application:

1. Application Form G, this can be found on the Chamber's website: <https://www.housingandpropertychamber.scot/apply-tribunal/right-entry/right-entry-application-and-guidance>
2. A copy of the tenancy agreement (or evidence explaining the arrangement).
3. Documentation evidencing the tenancy's end date (where possible).

This documentation can be emailed or posted to the Chamber via the details below. All hard copies of documentation will be returned once they have been logged in the Chamber's electronic case management system.

### Contacting the Housing and Property Chamber

Housing and Property Chamber,  
First-tier Tribunal for Scotland,  
Glasgow Tribunals Centre,  
20 York Place, Glasgow, G2 8GT



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# Housing Law

## Know your Rights & Remedies

## Tenancy Deposit Schemes

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# Tenancy Deposit Schemes

## Tenancy Deposits: An Outline

Tenancy deposits are commonly requested by landlords or letting agencies when new tenants enter into rented accommodation. This sum of money acts as a form of guarantee that the tenant will abide by their obligations under the tenancy agreement. A deposit cannot be more than two months' rent.

## Tenancy Deposit Schemes

All tenancy deposits must be placed in an approved Tenancy Deposit Scheme by the Landlord. A Tenancy Deposit Scheme is like a bank, it safely stores tenancy deposits on behalf of the Landlord/Letting Agent. Deposit Schemes are independent organisations and are designed to prevent Landlords from misusing the deposit and from refusing to return the deposit at the tenancy's end.

There are three approved Tenancy Deposit Schemes: SafeDeposits Scotland, My Deposits Scotland, and Letting Protection Service Scotland. Landlords are required by law to pay deposits into an approved Scheme within 30 working days of the tenancy's start date. They must also provide the following information to the tenant within 30 days of the tenancy beginning:

- The amount of the deposit given;
- The date that the deposit was paid to the Landlord;
- The date that the deposit was paid into the Deposit Scheme;
- The address of the property that the deposit was provided for;
- A statement confirming that the Landlord is registered on the Scottish Landlord Register (or that they have an application pending);
- How to contact the administrator of the Scheme;
- The circumstances in which some, or all, of the deposit can be retained (with reference to the tenancy agreement).

## Returning a Deposit at the end of the Tenancy

At the end of the tenancy, Landlords must return the deposit back to the tenant, minus any monies deducted where the tenant has failed to uphold their agreed obligations (for example, if the property has been damaged or where there has been a failure to pay the full rent amount due). Once the Landlord has applied for the deposit to be returned, the Tenancy Deposit Scheme will contact the tenant and identify how much money will be returned. Tenants have 30 working days to either agree or dispute the claim – it is very important to let the Deposit Scheme know what decision has been taken. All approved Deposit Schemes must offer free and efficient dispute resolution mechanisms. This normally involves an independent adjudicator who will look at the evidence for and against retaining the deposit, and reach a decision.

If there is no dispute, the Deposit Scheme will return the appropriate amount to the tenant.

## Failing to put a Deposit into an Approved Scheme

If a Landlord does not pay the tenant's deposit into an approved scheme, the tenant can make an application to the Housing and Property Chamber of the First-tier Tribunal for Scotland. An application can be made during the tenancy or within three months of when the tenancy ended. The Housing and Property Chamber of the First-tier Tribunal for Scotland is a specialist Tribunal created to help parties resolve housing disputes in the Private Rented Sector. The Housing and Property Chamber is the way in which remedy can be sought for disputes relating to: Property Factors, Letting Agents, Landlord Registration, and Tenancy Deposits.



## The Application Form and Documentation

The following documentation is needed to make an application to the Chamber:

1. Application Form B.  
<https://www.housingandpropertychamber.scot/sites/default/files/hpc/Form%20B%20Right%20of%20Entry%20applications%20%5BRevised%20May%202018%5D.pdf>
2. Evidence that the Tenant was notified of the need to access the property.
3. The Tenancy Agreement/Lease.

Any hard copies of documentation will be returned once it has been logged in the Tribunal's electronic case management system. The application form and documentation must be submitted to the Chamber.

## Remedies

Where possible, the Chamber will help parties agree a date and time for entry to be gained by the Landlord. If an agreement cannot be reached, the Chamber will seek a warrant for access to be gained. Depending on the case, it may be that a Member of the Chamber will be in attendance at the property to ensure that the Landlord has gained entry to the property.

## Contacting the Housing and Property Chamber

Housing and Property Chamber,  
First-tier Tribunal for Scotland,  
Glasgow Tribunals Centre,  
20 York Place, Glasgow, G2 8GT



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# Housing Law

## Know your Rights & Remedies

## The Landlord's Right of Entry

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# The Landlord's Right of Entry

## The Right of Entry

Under Scots law, Landlords have the right to enter a property for the purposes of:

1. Checking that the physical condition of the property meets The Repairing Standard.
2. Making repairs to the property so that its condition meets The Repairing Standard.

Landlords must give the tenant the appropriate period of notice before entering. This right of entry is only held by Landlords and as a result, it is (usually) they who can exercise this right. Landlords can authorise another party to enter a property on their behalf. This authorised party can only enter the property for the reasons outlined above.

## The Repairing Standard

'The Repairing Standard' applies to housing in the Private Rented Sector. This is the minimum standard that the physical condition of a property must meet to ensure that the property is fit for human habitation.

In general terms, properties must be wind and water tight, and be in a reasonable state of repair and working order (this includes both the physical conditions and the fixtures and fittings). In addition, there must be a smoke detector in the property.

Landlords are required to ensure that the property meets The Repairing Standard from the beginning of the tenancy to the end of the tenancy. The standard has to be met at all times throughout the period of the tenancy.



## Applying to The Housing and Property Chamber

If a tenant does not agree to allow access, private sector landlords can make an application to the Chamber in order to gain help with accessing a property. Landlords in Scotland must be registered and therefore, an application can only be made by registered Landlords or by those who have a registration application being processed.



Before making an application, the Landlord must give the Tenant at least 24 or 48 hours notice (depending on the tenancy) that access to the property is needed. An application will not be accepted if the Tenant had not been given prior notice. There is a template on the Chamber's website that can be used to provide the Tenant with such notification:

<https://www.housingandpropertychamber.scot/apply-tribunal/right-entry/right-entry-application-and-guidance>

## The Housing and Property Chamber of the First-tier Tribunal for Scotland

The Housing and Property Chamber of the First-tier Tribunal for Scotland, is a specialist Tribunal created to help parties resolve housing disputes in the Private Rented Sector. The Housing and Property Chamber is the new way in which remedy can be sought for disputes relating to: Property Factors, Letting Agents, Landlord Registration, and Tenancy Deposits.

## Enforcing Your Rights

### Where the Tenant Has Damaged the Property

If the property does not meet The Repairing Standard owing to damage caused by the tenant, the landlord is not obliged to repair this.

### Withholding Rent — A Warning

It can be very tempting to stop paying your rent if you are living in poor conditions. However, this is legally unwise and can result in eviction. The best course of action is to follow the steps below.

### Before Applying to the Tribunal

Before applying to the tribunal, you must send a formal letter/email outlining what aspect of The Repairing Standard you feel the landlord has breached, including photos. Once you have written to the landlord, if you have not had a satisfactory outcome you should apply to the Tribunal. Furthermore, you must ensure the landlord has access to the property to perform repairs.

### Applying to the Tribunal:

Download and fill out 'Form A', the application for repairs:

<https://www.housingandpropertychamber.scot/sites/default/files/hpc/Form%20A%20Repairs%20applications%20%5Brevised%20Mar%202019%5D.pdf>

You will need to include a copy of the tenancy agreement and the letter sent to the landlord advising them of the need for repairs.

### Contacting the Housing and Property Chamber

Housing and Property Chamber,  
First-tier Tribunal for Scotland,  
Glasgow Tribunals Centre,  
20 York Place, Glasgow, G2 8GT



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# Housing Law

## Know your Rights & Remedies

## Repairs & Maintenance

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## You Have the Right to a Safe, Warm, Comfortable Home

### The Repairing Standard

All landlords (or a letting agency acting on a landlord's behalf) must ensure, at the start of your tenancy and throughout it, that the property you are renting meets the legal "Repairing Standard." This duty applies no matter what type of private sector tenancy you have. The property must:

- Be wind and watertight, and otherwise fit for human habitation.
- The structure and exterior, including drains, gutters, and external pipes, must be working properly and in reasonable condition.
- The installations inside the house which supply water, gas, electricity, sanitation, heating (including the boiler) must all work properly and be in reasonable condition.
- Any fixtures (e.g. an electric shower) and appliances (e.g. washing machine) provided by the landlord must work properly and be in reasonable condition.
- Any furnishings provided by the landlord (e.g. wardrobes, beds, sofas) as part of your tenancy must be safe to use.
- The house must have fire and carbon monoxide detectors/alarms.

Before you move in, your landlord must inspect the property to check if the above conditions are satisfied, and notify you if repairs need to be done.

### Mould and Dampness

This is a difficult problem, both literally and legally. Whilst mould/dampness can point to a failure to adhere to The Repairing Standard (e.g. the house not being watertight or problems with heating), landlords frequently argue that it is the tenant's fault as tenants are required by law to heat and air the property. A dispute in this area will depend on the facts and credibility of the parties, and may require expert evidence.

### Good to Know:

Your landlord is required by law to pay for any damage caused during the repair process.



## Enforcing Your Rights

### After Submitting Your Application

After submitting your application, the Chamber President will decide within a practicable time whether to accept or reject it. If accepted, the Tribunal will normally ask to visit your property to inspect its conditions. Thereafter a decision is made. There are two remedies:

### RSEO

If the Tribunal decides that the landlord has breached The Repairing Standard, they will issue a Repairing Standard Enforcement Order compelling the landlord to perform whatever work is necessary to bring the property up to standard within 21 days. The landlord cannot re-let the property until the order is complied with; and it is a criminal offence to do so. Once the repairs are done, a certificate of completion will be issued by the tribunal.

### Rent Relief Order

If the landlord does not comply with the RSEO in the allotted time, the tribunal will inform the local council of this and may decide to issue a rent relief order. This can reduce your rent by up to 90%. If repairs are subsequently performed, the order will be revoked but you will not have to pay back any deducted rent.

### Can I get Compensation?

Tenants often ask whether they can get compensation, or rent back, for living in a substandard house whilst awaiting repairs. However, the law is designed to resolve the underlying problem rather than award money: unfortunately, you cannot claim for damages or to get your rent back. The primary remedy is to enforce repairs; and failing that, you can have your rent reduced by up to 90% as outlined above.



## The Application Form and Documentation

The following documentation is needed to make an application:

1. Application Form C:  
<https://www.housingandpropertychamber.scot/sites/default/files/hpc/Form%20C%20Property%20Factor%20applications%20%5BRevised%20May%202018%5D.pdf>
2. Evidence that the Factor was notified of the concerns.
3. Documentation of communication between the applicant and the
4. Property Factor.
5. The Written Statement of Services.

## Remedies

A Property Factor Enforcement Order (PFE0) can be made which specifies what action must be taken, within a set time, by the Property Factor. Failure to comply with the Order can constitute a criminal offence.

## Contacting the Housing and Property Chamber

Housing and Property Chamber,  
First-tier Tribunal for Scotland,  
Glasgow Tribunals Centre,  
20 York Place, Glasgow, G2 8GT



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# Housing Law

## Know your Rights & Remedies

## Property Factors

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## Property Factors: Guidance

### Property Factors

Property Factors manage the common areas of buildings (such as tenements and flats) where residents have either agreed, or are legally obliged by their title deeds or in cases where certain properties are owned by a registered social landlord or local authority, to delegate their personal responsibility for the maintenance of such areas to the Property Factor.

The Title Deeds will identify the common areas that every resident has a responsibility to maintain but such areas typically include: the roof and guttering; the exterior walls; the back-court or garden. In return for a fee, Property Factors will manage the maintenance of the building on behalf of the residents. Often the Property Factor is a private company. Sometimes the local council will be the factor if there are Council Owned properties in the building.

### The Property Factor Code of Conduct

All registered Property Factors in Scotland must comply with the Property Factor Code of Conduct. This creates the minimum standards which regulated Property Factors' services must meet. The following areas are regulated by the Code:

1. The Written Statement of Services.
2. Communication and Consultation.
3. Financial Obligations.
4. Debt Recovery.
5. Insurance.
6. Repairs and Maintenance.
7. Resolving Complaints.

The Code of Conduct establishes the minimum standards which must be met but this does not prevent parties from entering into an agreement with specific terms which meet their unique needs. As long as these specific terms do not conflict with the Code, they can be binding where parties are in agreement.

The Code also creates rights for homeowners, for example, the right to be provided with a written statement of services which details the terms of their agreement with the Property Factor. The Code can be found online via this link: <https://www.gov.scot/Resource/0039/00397542.pdf>

### Complaints: The Housing and Property Chamber of the First-tier Tribunal for Scotland

The Housing and Property Chamber of the First-tier Tribunal for Scotland, is a specialist Tribunal created to help parties resolve housing disputes in the Private Rented Sector. The Housing and Property Chamber is the new way in which remedy can be sought for disputes relating to: Property Factors, Letting Agents, Landlord Registration, and Tenancy Deposits.

Homeowners have the right to apply to the Housing and Property Chamber where it is believed that the Factor has breached the Code of Conduct or has failed to carry out their duties. The Property Factor must be given a reasonable opportunity to resolve the complaint before the Tribunal will accept an application.

Only homeowners can apply to the Tribunal. If you are a tenant and are experiencing difficulties with your Property Factor, you should raise your concerns with your Landlord.

### Applying to the Housing and Property Chamber for Scotland

Before making an application, the homeowner must contact the Property Factor about their concerns. There is a template letter available on the Tribunal's website:

<https://www.housingandpropertychamber.scot/apply-tribunal/property-factors/property-factors-application-and-guidance>

In addition, it is only in circumstances that the Property Factor after being told of the relevant concerns has failed to address the concerns raised or has unreasonably delayed in resolving the concerns, that an application will be accepted.





## Enforcing Your Rights

### Applying to the Tribunal

Before applying, it can be helpful to do your own research into rents in the area. Your aim is to see whether your rent is higher than average, or about the same. You can investigate rents in letting agencies or online.

If you want to review the rent for a private residential tenancy, download and fill out Form H here:

<https://www.housingandpropertychamber.scot/sites/default/files/hpc/Form%20H%20Rent%20Assessment%20%28Private%20Residential%20Tenancies%29%20%5BRevised%20May%202018%5D.pdf>

If you want to review the rent for a short assured tenancy, download and fill out Form AT4 here:

<https://www.housingandpropertychamber.scot/sites/default/files/hpc/FORM%20AT4.pdf>

The forms are user-friendly and will guide you through what information to provide; this will include personal details and information about the property to allow the Tribunal to find comparables.

### Contacting the Housing and Property Chamber

Housing and Property Chamber,  
First-tier Tribunal for Scotland,  
Glasgow Tribunals Centre,  
20 York Place, Glasgow, G2 8GT



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# Housing Law

## Know your Rights & Remedies

## Rent

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## Rent & the Law

Rent is an essential term of any lease, and is agreed upon by tenant and landlord. Unfortunately, it is often a contentious issue and can lead to friction in the tenant-landlord relationship.

Broadly speaking, tenants have little protection against the trends of the rental market. As demand for housing often outstrips availability, rents can be steep. However, you are not completely powerless: you can request a review of your rent by the Tribunal.

### If You Entered a New Tenancy On or After 1 December 2017

Your tenancy will be known in law as a private residential tenancy. This is a new type of tenancy which improves the rights of tenants.

- Your landlord may only increase your rent once in a 12 month period, and must write to you 3 months in advance specifying the new rent and date from which it is due.
- If you are unhappy with what the landlord has proposed, you can refer the matter to your local rent officer within 21 days of the proposal. They will determine whether the proposed rent is reasonable i.e. whether it is of an amount which a landlord could hypothetically expect for that property from a tenant in the current market climate. Unfortunately, the officer will not examine whether the rent is fair (i.e. whether it is affordable).
- Once the rent officer has made a decision, you can appeal this to the Tribunal, which will perform a similar assessment.

### If You Entered a New Tenancy Before 1 December 2017, but after 1 January 1989

Your tenancy will most likely be a short assured tenancy. If in doubt, check your tenancy agreement (the landlord is obliged to give you one) and you can request a fresh copy. During your tenancy, you can apply to the Tribunal to determine a rent which is reasonable.

The Tribunal will ask to visit your property and will compare it to similar properties in the local area (you are free to provide your own evidence of comparable properties). It will then ask whether, having regard to the characteristics of your property (such as number of rooms or furnishings included in the tenancy), but ignoring your own circumstances (such as your income), the rent being charged/proposed is reasonable (i.e. similar to) other similar properties in the area.

### If You Entered a New Tenancy Before 1 January 1989

Your tenancy will most likely be a regulated tenancy, and you can apply to the Tribunal to set a fair rent. This is more complex than the above tenancies, and you should seek legal advice from the Law Clinic or another organisation.

## Remedies

### Setting a Reasonable Rent

Once you have submitted your application, the Tribunal may decide to set a reasonable rent, having regard to the factors mentioned earlier.

The Tribunal will only set a new rent where there is a significant disparity between your rent and that of similar local properties. Essentially, the greater the difference between your rent and that of comparable properties being let on the open market in the same area, the more likely the Tribunal is to set the rent at the reasonable market level. In establishing comparables the Tribunal will take account of the property's characteristics (e.g. a four bedroom house with a garden will be compared to another four bedroom house with a garden, etc). Importantly, any improvements you have made to the property of your own choosing (e.g. redecorating or laying a new carpet) will not be taken into account.

You should be aware that if you make an application to assess your rent, and the Tribunal decides to adjust the rent, your landlord may choose not to renew your lease rather than have you pay less rent. For information about eviction, consult our separate leaflet.

### Setting a Fair Rent

If your tenancy is a regulated tenancy, the Tribunal can set a "fair" rent. In addition to taking account of the same factors above, the Tribunal will operate on a principle called "market rent less scarcity". This means that the Tribunal will assume that the number of available properties is equal to the number of prospective tenants: it prevents landlords from inflating rents on the basis of properties being in high demand.

### If a New Rent is Set, Can I Get Money Back From the Landlord?

The new rent takes effect from the time it is set. Unfortunately, you cannot claim back any sums you have previously paid to the landlord under your old rent.



## Unlawful Evictions

### Good to Know: No Matter What Tenancy You Are In

It is illegal for a landlord to effectively “take the law into their own hands” when it comes to eviction.

It is a criminal offence to unlawfully (i.e. without adhering to the rules outlined above) deprive a tenant of their accommodation e.g. by changing locks. Furthermore, it is a criminal offence for anyone to commit acts likely to interfere with the peace or comfort or the tenant or members of his household, or to persistently withdraw or withhold services, with a view to causing a tenant to leave the property or refrain from exercising any right or remedy they are entitled to.

Essentially, landlords cannot intimidate, threaten or forcibly remove tenants.

If you are not complying with an eviction order, the landlord can hire Sheriff Officers to enforce it. They will attend the property to remove you and your belongings and are allowed to use reasonable force in doing so. Failure to cooperate can result in the police being called to assist in the eviction.

### Contacting the Housing and Property Chamber

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First-tier Tribunal for Scotland,  
Glasgow Tribunals Centre,  
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# Housing Law

## Know your Rights & Remedies

## Eviction

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## Eviction

### I Entered a New Tenancy Before 1 December 2017 but on or After 1 January 1989 and The Landlord Wants me to Leave:

The majority of private sector tenancies entered into during this period are short assured tenancies. If you are unsure about what tenancy you have, consult your tenancy agreement or contact your landlord/letting agent. A short assured tenancy is a tenancy of at least 6 months, and the landlord must have served you a form called an AT5 at the start of the tenancy. This explains that the landlord has an automatic right to repossess the property at the end of the lease.

Once the minimum contractual period of the tenancy expires, the tenancy can automatically renew itself for another fixed period. This could be the same length as before, or it could be a month-by-month basis. For example, a short assured tenancy with a minimum period of 6 months can renew for another 6 months; or it can renew each month thereafter.



Provided the minimum contractual period of your tenancy will shortly be expiring, OR it already has expired and the renewal period will shortly be expiring, the landlord can serve a written notice to quit on the tenant before the next renewal date comes up, giving them a period of 40 days to leave the property. This stops the tenancy from renewing any further beyond the next date.

In addition, the landlord must also give you a written section 33 notice stating that if you do not move out by the end of the notice to quit period, the landlord may apply to the Tribunal for an eviction order. The section 33 notice must be given to the tenant at least 2 months before the end of the minimum or renewal period.



Thereafter if you have not moved out the landlord can go to the Tribunal seeking an eviction order. There are no grounds which must be established: the Tribunal will automatically make the order.

If the landlord wants to evict you BEFORE the end of the minimum contractual period OR before the end of a renewal period, they must give the tenant a written notice to quit giving the tenant 40 days to leave.

The landlord must also issue a notice of proceedings, called an AT6 Form, informing you that they intend to start legal proceedings to get the property back if you do not leave.

The AT6 must specify the legal reasons why the landlord wants possession. The period that must expire before the landlord can go to the Tribunal depends on the ground being used. For example, if the landlord wants to evict you because of 3 months' of consecutive rent arrears, the AT6 would have to give you two weeks notice before the application is made. A full list of grounds and timescales can be found here:

[https://scotland.shelter.org.uk/get\\_advice/advice\\_topics/eviction/eviction\\_of\\_private\\_tenants/grounds\\_for\\_eviction\\_-\\_assured\\_and\\_short\\_assured\\_tenants](https://scotland.shelter.org.uk/get_advice/advice_topics/eviction/eviction_of_private_tenants/grounds_for_eviction_-_assured_and_short_assured_tenants)

