**First letter – engaging with the tenant – sources of help (and referencing a payment plan), and tenants’ rights**

Dear **<<Name>>**

**<<Address>> - Rent arrears of £«amount» as at «date»**

I am writing to you as our records appear to show that you have not paid the full amount of rent owed.

If you are experiencing financial difficulties or wish to discuss your payments, please contact me immediately on «telephone number» or «email address» or letter. If you let me know of any difficulties you are experiencing, **we can work towards agreeing a payment plan to help you pay the rent arrears you owe**. If you need help paying your rent, you might qualify for Universal Credit. Further information about Universal Credit and how to apply is available at: <https://www.gov.uk/universal-credit>. If you think you may qualify, I would encourage you to apply as soon as possible, if you have not already done so.

The current amount of rent you are still due to pay at «date» is £«amount». The breakdown of the total figure is:

* £«rent», which is due on «date»
* £«arrears» - you may wish to break this down (eg. by month), to help illustrate

This may be an oversight during a challenging time for everyone, however, as set out in your Tenancy Agreement, you are required to pay £«amount» monthly/weekly.

[If you can't pay your rent, you may also like to visit - mygov.scot](https://www.mygov.scot/rent-arrears). where you can find details of your local council. Your [local council](https://www.mygov.scot/find-your-local-council) can give you more information and assess whether you are eligible for help and what may be available, such as Discretionary Housing Payments, which is an additional sum of money that can be paid to you if you are receiving housing benefit and require additional help to meet your housing costs.

There is also the [Scottish Welfare Fund](https://www.mygov.scot/scottish-welfare-fund), which can be awarded to meet expenses that have arisen as a result of an emergency / disaster in order to avoid serious damage / risk to health or safety of you or your family. For example, if you have a gap in regular income due to redundancy or a significant change in working pattern. However, it cannot be used to cover rent costs.

If you don’t take steps to repay the rent due, this could result in me giving you notice to end the tenancy/ I have already served [amend as necessary]. Once a notice to leave is served, you as the tenant will have **[enter notice period]** notice before I can obtain an order for eviction. This is not a course of action I wish to take and I would like to work with you to help you repay your arrears to prevent this happening. I also recognise that this may be a difficult time for you and you might not wish to speak with me directly.

There are a number of free independent services who can help you to agree a reasonable plan to manage your arrears.

You can get housing advice and support, including on rent arrears from [Shelter Scotland](https://scotland.shelter.org.uk/about_us/contact_us) and [your local Citizens Advice Bureaux](https://www.citizensadvice.org.uk/scotland/) (CAB). CAB can also help you with council tax, other bills and benefits advice.

SafeDeposits Scotland has also launched a resolution service, which covers rent difficulty only. It is free and can be instigated by either the tenant or the landlord. For further details please see: [www.sdsresolution.com](http://www.sdsresolution.com).

Finally, it is really important that you are aware and understand your rights in relation to the eviction process, so I have appended this to this letter. I am also enclosing a copy of the tenancy, which contains clear information relating to the terms of the tenancy agreement, which amongst other things includes the agreed rent payment.

If you have already made a payment to bring your account up to date, please ignore this letter.

Yours sincerely

<<signature/Name>>

Enclose a copy of the tenancy agreement – this is to comply with the requirement to give clear information on the terms of the tenancy

Shelter Scotland has a [useful summary of Tenant’s rights in the private sector](https://scotland.shelter.org.uk/get_advice/advice_topics/renting_rights/about_your_tenancy_rights/overview_of_rights_and_responsibilities).

**Eviction Process**

* If a tenant has received a notice to leave, they are not required to leave the property until an eviction order is granted by the First-tier Tribunal for Scotland (Housing and Property Chamber).
* If a landlord tries to physically or forcefully remove a tenant from their property without an eviction order, the landlord is committing a crime. If your landlord physically removes you from the property, or threatens to do so, or if they change the locks, you should report the matter to the police (by calling 101). If you are being physically threatened or forced out of your home by your landlord, call 999.
* Landlords must notify the relevant local authority when they raise proceedings for possession of a tenant’s home. This was introduced by Section 11(1) of the Homelessness etc (Scotland) Act 2003 and came into force in 2009.
* The landlord must ensure that the tenant is aware of the process (which will depend on the type of tenancy: <https://www.mygov.scot/private-tenant-eviction/> )

**Pre-Action Requirements (PAR) and the eviction process**

1. Landlords must give tenants clear information.

The provision by the landlord to the tenant of clear information relating to:

 (a) the terms of the tenancy agreement,

 (b) the amount of rent for which the tenant is in arrears,

 (c) the tenant’s rights in relation to proceedings for possession of a house (including the pre-action requirements set out in this regulation), and;

 (d) how the tenant may access information and advice on financial support and debt management.

**To provide clear information**, the landlord, might (but is not restricted to) communicating with the tenant by letters, email, phone or text. As the landlord wants to ensure that the tenant access any financial help or support that is available, they may provide the tenant the relevant information more than once.

**Access information and advice**

Landlords should make sure that they only give tenants details of free and independent sources of debt help and advice. You can get housing advice and support, including on rent arrears from [Shelter Scotland](https://scotland.shelter.org.uk/about_us/contact_us) and [your local Citizens Advice Bureaux](https://www.citizensadvice.org.uk/scotland/) (CAB). CAB can also help you with council tax, other bills and benefits advice.

Landlords should make reasonable efforts to agree with the tenant a reasonable plan to make payments.

The making by the landlord of reasonable efforts to agree with the tenant a reasonable plan to make payments to the landlord of:

(a) future payments of rent, and

(b) the rent for which the tenant is in arrears.

The landlord should contact the tenant to work towards a reasonable plan to make payments.

1. Landlords should give reasonable consideration to the steps that the tenants have taken to address the arrears.

The reasonable consideration by the landlord, includes —

(a) any steps being taken by the tenant which may affect the ability of the tenant to make payment to the landlord of the rent for which the tenant is in arrears within a reasonable time,

(b) the extent to which the tenant has complied with the terms of any plan agreed to, and

(c) any changes to the tenant’s circumstances which are likely to impact on the extent to which the tenant complies with the terms of an agreed plan

Any steps being taken by the tenant, could include:

* Landlords contacting tenants to discuss whether they are taking any steps that will help them to pay off any rent arrears;
* Consider all information the tenant provides on steps taken and any evidence of a claim for benefits, grants or lump sum payments. This should include consideration for any reasons for which tenants have not taken any steps which could affect their ability to make payments within a reasonable time;
* Assess whether any of the steps being taken by the tenant may mean they are able to reduce the arrears within a reasonable time.