**Tenants’ rights information**

This **should be given to the tenant,** so thattenants know their rights, in relation to the Pre-Action Protocols (PAP) – a process which landlords should go through with their tenant to help sustain the tenancy, so that the tenant can stay in the home, as far as possible. For this reason, this has also been appended to the First letter. The landlord can of course send out this extract again, if this would be helpful.

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. A landlord may be liable to pay civil damages to a tenant if they evict them unlawfully.
* 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 Protocols (PAP) 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 protocols 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**

[If you can't pay your rent - mygov.scot](https://www.mygov.scot/rent-arrears) will give tenants information that supports this action. Where landlords do not have the tenants’ email, this should be printed and posted to the tenants. This information should be provided to tenants at the earliest opportunity and certainly before the landlord initiates any action to repossess the property.

1. 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.