

**FORM AT1 (T): FOR USE ONLY BY A TENANT**

**ASSURED TENANCIES**

**AT1 (T)**

**HOUSING (SCOTLAND) ACT 1988**

**NOTICE BY TENANT UNDER SECTION 17(2) PROPOSING TERMS OF A  
STATUTORY ASSURED TENANCY DIFFERENT FROM THE TERMS OF THE  
FORMER TENANCY**

**IMPORTANT: INFORMATION FOR LANDLORD(S)**

This notice proposes a change in the terms of the tenancy (and possibly an adjustment to the rent to reflect the change) for the house at the address in part 2. The new terms (and rent, if appropriate) will take effect from the date specified unless you and the tenant negotiate different terms or you refer this notice to the First-tier Tribunal for Scotland Housing and Property Chamber (the Tribunal) using a special form AT3 (L) within 3 months of the date of service of this notice. The Tribunal will determine whether the proposed terms are reasonable and can specify adjustments to the terms and the rent. You should give your response to the proposed changes by returning Part 6 of this notice to your tenant.

**Please read this notice carefully before responding.**

**Part 1.** This notice is served on ..... (landlord's name)  
  
as landlord by ..... (tenant's name)  
as tenant under section 17(2) of the Housing (Scotland) Act 1988.

**NOTE 1 TO LANDLORD.  
YOUR TENANT MAY PROPOSE A CHANGE OF TENANCY TERMS BY THIS  
MEANS ONLY IF THE TENANCY IS A STATUTORY ASSURED TENANCY. IF  
YOU ARE IN DOUBT WHAT KIND OF TENANCY YOU HAVE YOU SHOULD  
CONSULT A SOLICITOR OR AN ORGANISATION WHICH GIVES ADVICE  
ON HOUSING MATTERS.**

**Part 2.** Address of house to which this notice relates:-  
  
.....  
  
.....  
  
.....  
  
.....  
  
Please be as specific as possible. For example, if the tenancy is of a flat give the location in stair, e.g. 1F1)

**NOTE 2 TO LANDLORD.**

**THIS NOTICE PROPOSES CHANGES TO THE TERMS OF THE TENANCY FOR THE HOUSE TO WHICH THE NOTICE RELATES. YOUR TENANT MUST GIVE YOU AT LEAST 3 MONTHS' NOTICE OF THE CHANGES. THEY WILL TAKE EFFECT FROM THE DATE SPECIFIED IF YOU DO NOT ACT WITHIN 3 MONTHS OF THE DATE OF SERVICE OF THIS NOTICE. READ THE NOTICE CAREFULLY. IF YOU ARE IN DOUBT WHAT ACTION YOU SHOULD TAKE, GET ADVICE IMMEDIATELY FROM A SOLICITOR OR AN ORGANISATION WHICH GIVES ADVICE ON HOUSING MATTERS.**

**Part 3.** I/We your tenant(s)/I your tenant's agent\* give notice of proposed changes in the terms of the tenancy for the house at the address in part 2. The proposed changes are shown in paragraph (c) of part 5 of this notice and are to come into effect on ..... (date).

Signed .....  
(In a joint tenancy all tenants should sign)  
Date .....

**NOTE 3 TO LANDLORD.**

**IF YOUR TENANT PROPOSES THAT THE RENT IS TO BE ADJUSTED TO TAKE ACCOUNT OF THE PROPOSED NEW TENANCY TERMS, PART 4 MUST ALSO BE COMPLETED.**

**Part 4.** I/We your tenant(s)/I your tenant's agent give notice of an adjustment of rent as shown in paragraph (d) of part 5 of this notice to take account of the proposed terms. The adjustment is to come into effect on ..... (date).

Signed .....  
(In a joint tenancy all tenants should sign)  
Date .....

\* delete as appropriate

**NOTE 4 TO LANDLORD.  
 IF YOU DO NOT WISH TO ACCEPT THE TERMS PROPOSED OR WISH TO REFER THE PROPOSALS TO THE TRIBUNAL THEN A MEETING WITH THE TENANT TO DISCUSS THE PROPOSALS MIGHT BE HELPFUL. YOU SHOULD, HOWEVER, KEEP IN MIND THE 3 MONTH TIME-LIMIT FOR REFERRING THE PROPOSALS TO THE TRIBUNAL.**

**Part 5.**

- a. Date(s) on which your assured tenancy agreement or contract of tenancy began. ....
- b. Date when the notice to quit terminating the assured tenancy expired or, if you succeeded to the tenancy, the date on which you succeeded. ....
- c. The proposed changes to the terms of the tenancy are: .....  
 (Note to the Tenant:  
 The exact nature of the changes should be specified. Attach a copy of the written document setting out the terms of the tenancy agreement. Continue on additional sheets of paper if necessary). .....
- d. Existing rent for the house £ ..... (per/week\*/month\*/year\*)  
 Proposed adjustment plus/minus £ ..... (per/week\*/month\*/year\*)  
 Proposed new rent £ ..... (per/week\*/month\*/year\*)

**\* delete as appropriate**

**NOTE 5 TO LANDLORD.**

**TO REFER YOUR TENANT'S PROPOSALS TO THE TRIBUNAL YOU MUST USE FORM AT3(L) (OBTAINABLE FROM THE TRIBUNAL, RENT SERVICE SCOTLAND, CITIZENS ADVICE BUREAU OR HOUSING ADVISORY CENTRE). THE APPLICATION SHOULD BE SENT TO THE TRIBUNAL.**

**NOTE 6 TO LANDLORD.**

**IF YOU HAVE DECIDED TO ACCEPT OR REJECT THE TERMS PROPOSED DETACH PART 6 AND RETURN IT TO THE SENDER OF THE NOTICE AS SOON AS POSSIBLE. HOWEVER, IF YOU DECIDE TO DISCUSS THE PROPOSAL(S) WITH YOUR TENANT DO NOT COMPLETE PART 6 NOW, BUT REMEMBER THAT THERE IS A 3 MONTH TIME-LIMIT FOR REFERRING THE PROPOSALS TO THE TRIBUNAL.**

**NOTE 7 TO LANDLORD.**

**THIS IS AN IMPORTANT DOCUMENT AND YOU SHOULD KEEP IT IN A SAFE PLACE.**

Part 6. (This part of the notice is for the use of the landlord)

To ..... (name)  
tenant\*/tenants' agent\*

I acknowledge receipt of notice AT1 (T) dated ..... 20..... (date of notice) and give you notice that:- (\*delete as appropriate)

- \* I accept the proposed terms of the statutory assured tenancy [and the proposed adjustment to the rent.]
- \* I do not accept the proposed terms of the statutory assured tenancy and/or the proposed adjustment to the rent, and intend to refer this notice to the Tribunal.

Signed .....  
(landlord/landlord's agent)

Date .....

\* delete as appropriate.