

# Assured Tenancies Housing (Scotland) Act 1988: Guidance for Completion of Assured Tenancy (AT) Forms

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**Please note - if you intend to raise proceedings for possession, emergency COVID-19 procedures are in place (until 30 September 2020 unless updated). The section ‘NOTES FOR LANDLORDS – TO BE READ WITH FORM AT6’ below provides full details of the new emergency proceedings for possession.**

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If you have an assured tenancy or short assured tenancy you have to use the official forms for certain purposes.

As the Private Housing (Tenancies) (Scotland) Act 2016 enables new private residential tenancies to come into force on 1 December 2017, you will no longer be able to set up a new assured or short assured tenancy. However these forms must continue to be used for assured tenancies which have begun before 1 December and will continue after that date. Forms AT5 and AT7 have been removed since they relate to new assured tenancies.

The AT forms have been changed slightly only to reflect the fact that disputes in relation to these tenancies will be heard in the First-tier Tribunal for Scotland Housing and Property Chamber (“the First-tier Tribunal”) from 1 December 2017 instead of the sheriff court; and to make some of the terms more user-friendly. There are no changes to the process in terms of notifications and communications between tenants and landlords.

The following notes are for guidance only and are not a definitive interpretation of the law. They should be read with the relevant forms contained in the [Rent Regulation and Assured Tenancies \(Forms\) \(Scotland\) Regulations 2017](#).

<i>Form No</i>	<i>Purpose</i>	<i>Relevant provisions of the Housing (Scotland) Act 1988</i>
AT1 (L)	Notice by landlord proposing terms of a statutory assured tenancy different from the terms of the former tenancy	Section 17(2)
AT1 (T)	Notice by tenant proposing terms of a statutory assured tenancy different from the terms of the former tenancy	Section 17(2)
AT2	Notice by landlord of an increase of rent under an assured tenancy	Section 24(1)
AT3 (L)	Application by a landlord to the First-tier Tribunal for a determination of the terms of a statutory assured tenancy	Section 17(3)

AT3 (T)	Application by a tenant to the First-tier Tribunal for a determination of the terms of a statutory assured tenancy	Section 17(3)
AT4	Application by a tenant to the First-tier Tribunal for determination of rent for a statutory assured tenancy or short assured tenancy	Section 24(3), 25A and 34(1)
AT6	Notice by landlord of intention to raise proceedings for possession of a house let on an assured tenancy	Section 19

### **Further Guidance**

If you are uncertain about the kind of tenancy you have or uncertain about how to complete this notice, you should consult a solicitor or any organisation which gives advice on housing matters.

## NOTES FOR LANDLORDS TO BE READ WITH FORM AT1 (L)

Form AT1 (L) is used to serve notice by the landlord under section 17(2) of the Housing (Scotland) Act 1988 proposing terms of a statutory assured tenancy different from the terms of the former tenancy.

### Types of Assured Tenancy

1. Your tenant's assured tenancy is either a "contractual" or "statutory" assured tenancy.

- A "contractual assured tenancy" is a tenancy for which the contract between you and the tenant is still in force.
- A "statutory assured tenancy" is a tenancy for which the contractual assured tenancy has ended because you have (or your tenant has) issued a notice to quit, but your tenant continues to live in the house by virtue of the security of tenure provisions in section 16 of the Housing (Scotland) Act 1988. Your tenant may also have a statutory assured tenancy if your tenant succeeded to the tenancy.

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### When to Use This Notice

2. You should serve this notice on your tenant only if 7(a) to (c) all apply:-

(a) the contractual assured tenancy has been ended within the past 12 months;  
(b) either you or your tenant has served a valid notice to quit and your tenant continues to live in the house by virtue of the security of tenure provisions in section 16 of the Housing (Scotland) Act 1988, and therefore has a statutory assured tenancy (or your tenant has succeeded to a statutory assured tenancy);  
and

(c) you now wish to change all or some of the terms of the tenancy.

3. You may use Notice AT1 (L) to propose an adjustment to the rent to reflect the proposed tenancy terms. But if you wish to leave the tenancy terms as they are and want only to increase the rent for a statutory assured tenancy, you must serve on the tenant Notice AT2, not AT1 (L).

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### How to Complete This Notice

4. If, as landlord, you are simply proposing new tenancy terms you should complete parts 1, 2, 3 and 4 of this notice together with (a) to (c) of Part 6. If you are also proposing a new rent to reflect the new terms you should also complete Part 5 and (d) of Part 6. You should leave Part 7 blank. This is for the use of your tenant when giving you a response to your proposals.

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## Proposed Changes Cannot Take Effect Immediately

5. You should note that the new tenancy terms, and new rent, if one is proposed, as specified in Parts 4 and 5 of the Notice, cannot take effect until three months after the date on which the Notice is served.

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## How to Serve This Notice

6. After you sign and date Notice AT1 (L) you must take steps to ensure your tenant receives it as soon as possible.

A notice can be served validly on a tenant only in the following ways: -

- (a) by delivering it to the tenant; or
- (b) by leaving it at the tenant's address; or
- (c) by sending it by recorded delivery letter to the tenant at their address.

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## Your Tenant's Response

7. Your tenant should respond to Notice AT1 (L) by returning Part 7 to you. Please make sure that your tenant knows whether this should be sent to you or to an agent who deals with your affairs.

8. Using Part 7 of the Notice, the tenant will respond in one of two ways or may ask to discuss your proposals with you. The two ways are:-

- (a) by accepting your proposed new tenancy terms (and adjustment to the rent if you propose one)
  - (note: if your tenant accepts the new terms (and adjusted rent) they will take effect from the date you proposed in the Notice);
- (b) by indicating that the proposed terms are not acceptable and the Notice is being referred to the First-tier Tribunal for Scotland Housing and Property Chamber ("the First-tier Tribunal").
  - (note: if your tenant decides to refer your proposals to the First-tier Tribunal this must be done within 3 months of the date of the serving of Notice AT1 (L), otherwise the proposed terms (and new rent if one is proposed) will take effect).

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## Negotiating With Your Tenant

9. If your tenant contacts you to ask for an opportunity to discuss your proposals with you, both you and your tenant must bear in mind the need to hold the discussion in good time to allow your tenant the option of referring the Notice AT1 (L) to the First-tier Tribunal .

## NOTES FOR TENANTS – TO BE READ WITH FORM AT1 (T)

Form AT1 (T) is used to serve notice by the tenant under section 17(2) of the Housing (Scotland) Act 1988 proposing terms of a statutory assured tenancy different from the terms of the former tenancy.

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### Types of Assured Tenancy

1. Your assured tenancy is either a “contractual” or “statutory” assured tenancy
    - A “contractual assured tenancy” is a tenancy for which the contract between you and the landlord is still in force.
    - A “statutory assured tenancy” is a tenancy for which the contractual assured tenancy has ended because your landlord has (or you have) issued a notice to quit, but you continue to live in the house by virtue of the security of tenure provisions in section 16 of the Housing (Scotland) Act 1988. You may also have a statutory assured tenancy if you succeeded to the tenancy.
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### When to Use This Notice

2. You should serve this notice on your landlord only if 2(a), 2(b) and 2(c) **all** apply: -
    - (a) the contractual assured tenancy has been ended within the past 12 months; and
    - (b) either you or your landlord has served a valid notice to quit and you continue to live in the house by virtue of the security of tenure provisions in section 16 of the Housing (Scotland) Act 1988, and therefore you have a statutory assured tenancy (or you have succeeded to a statutory assured tenancy) and
    - (c) you now wish to change all or some of the terms of the tenancy.
  3. You may use Notice AT1 (T) to propose an adjustment to the rent to reflect the proposed tenancy terms.
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### How to complete this notice

4. If as the tenant you are simply proposing new tenancy terms you should complete parts 1, 2, 3 of this notice together with (a) to (c) of Part 5 of the form. If you are also proposing a new rent to reflect the new terms you should also complete Part 4 and (d) of Part 5. Part 6 should be left blank. It’s for the use of your landlord when giving you a response to your proposals.
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### Proposed Changes Cannot Take Effect Immediately

5. You should note that the new tenancy terms, (and new rent, if one is proposed), as specified in Parts 4 and 5 of the Notice, cannot take effect until three months after the date on which the Notice is served.
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## How to Serve This Notice

6. After you sign and date Notice AT1 (T) you must take steps to ensure your landlord receives it as soon as possible. A notice is valid only if served on a landlord only in the following ways: -

- by delivering it to the landlord or
- by leaving it at the landlord's last-known address; or
- by sending it by recorded delivery letter to the landlord at that address

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## Your Landlord's Response

7. Your landlord should respond to Notice AT1 (T) by returning Part 6 to you. Please make sure that your landlord knows whether this should be sent to you or to an agent who deals with your affairs.

8. Using Part 6 of the Notice, your landlord will respond in one of two ways or may ask to discuss your proposals with you. The two ways are: -

(a) by accepting your proposed new tenancy terms (and adjustment to the rent if you propose one):

- note that if your landlord accepts the new terms (and adjusted rent) they will take effect from the date you proposed in the Notice.

(b) by indicating that the proposed terms are not acceptable and the Notice is being referred to the First-tier Tribunal Housing and Property Chamber;

- note that if your landlord decides to refer your proposals to the First-tier Tribunal for Scotland Housing and Property Chamber ("the First-tier Tribunal") then this must be done within 3 months of the date of the serving of Notice AT 1 (T) otherwise the proposed terms (and new rent) will take effect.

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## Negotiating with your landlord

9. If your landlord contacts you to ask for an opportunity to discuss your proposals with you, both you and the landlord must hold the discussion in good time to allow the landlord the option of referring Notice AT1 (T) to the First-tier Tribunal .

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## NOTE FOR LANDLORDS – TO BE READ WITH FORM AT2

Form AT2 is used to serve notice under section 24(1) of the Housing (Scotland) Act 1988 of an increase of rent under an assured tenancy.

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### Types of assured tenancy

1. Your tenant's assured tenancy is either a "contractual" or "statutory" assured tenancy.
    - A "contractual assured tenancy" is a tenancy for which the contract between you and the tenant is still in force.
    - A "statutory assured tenancy" is a tenancy for which the contractual assured tenancy has ended because you have, (or your tenant has) issued a notice to quit, but your tenant continues to live in the house by virtue of the security of tenure provisions in section 16 of the Housing (Scotland) Act 1988. Your tenant may also have a statutory assured tenancy if the tenant succeeded to the tenancy.
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### When to Use This Notice

2. You may serve this notice on your tenant only in the following circumstances:
  - (a) You wish to increase the rent to take effect immediately after the termination of a contractual assured tenancy; or
  - (b) A notice to quit has been served or the tenant has succeeded to the tenancy and the tenancy is a statutory assured tenancy for which you wish to increase the rent.

In either case the proposed rent increase must not take effect earlier than 12 months after the rent was last increased.

3. You should also note that you may not need to use this rent increase procedure if the tenancy agreement includes a rent increase mechanism. If you are in doubt about this consult a solicitor or any organisation that gives advice on housing matters.
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### Giving The Right Amount Of Notice

4. You should note that you must give your tenant the correct amount of notice of a rent increase. If the assured tenancy is for 6 months or more, 6 months must be given. If the tenancy is for less than 6 months the notice period must be the same length of time as the original tenancy, but the tenancy cannot be less than one month.
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### How to Complete This Notice

5. As landlord, you should complete Parts 1 and 2 of this notice. Part 3 should be left blank. This is for the use of your tenant when giving you a response to the proposed new rent.
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## How To Serve The Notice

6. After you sign and date Notice AT2 you must take steps to ensure your tenant receives it as soon as possible. A notice can be served validly on a tenant only in the following ways: -

- a) by delivering it to the tenant or
- b) by leaving it at the tenant's address; or
- c) by sending it by recorded delivery letter to the tenant's address.

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## Your Tenant's Response

7. Your tenant should respond to Notice AT2 by returning Part 3 to you. Please ensure that your tenant knows whether this should be sent to you or to an agent who deals with your affairs.

8. Using Part 3 of the Notice the tenant will respond in one of two ways or may ask to discuss your proposed new rent with you.

The two ways are: -

- (a) by accepting your proposed new rent
  - (If your tenant accepts the new rent it will take effect from the date you proposed in the notice);
- (b) by indicating that the proposed rent is not acceptable and the Notice is being referred to the First-tier Tribunal for Scotland Housing and Property Chamber ("the First-tier Tribunal");
  - (if your tenant indicated that the tenant wishes to refer your rent proposal to the First-tier Tribunal, this must be done before the date on which you propose the new rent is to take effect).

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## 9. Negotiating With Your Tenant

If your tenant contacts you to ask for an opportunity to discuss your proposals with you, both you and the tenant must hold any such the discussion in good time to allow the tenant the option of referring Notice AT2 to the First-tier Tribunal .

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## NOTES FOR LANDLORDS – TO BE READ WITH FORM AT3 (L)

Form AT3 (L) is used by a landlord to apply to the First-tier Tribunal for Scotland Housing and Property Chamber (“the First-tier Tribunal”) for a determination of the terms of a statutory assured tenancy and if appropriate, rent for that tenancy under section 17(3) of the Housing (Scotland) Act 1988.

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### When To Use This Form

1. You should use this form to make an application to the First-tier Tribunal only if (a), (b) and (c) below **all** apply.

(a) Your tenant has served on you a Notice AT1 (T) proposing new tenancy terms (and also perhaps a new rent to reflect those terms);

(b) No more than 3 months have gone by since the date on which Notice AT1 (T) was served on you; and

(c) You wish the First-tier Tribunal to make a determination on the tenancy terms, and new rent if one is proposed.

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### If You Do Not Apply To The First Tier Tribunal

2. If you do not apply to the First-tier Tribunal within the 3-month time limit, the terms proposed by your tenant (and new rent if one is proposed) will take effect from the date specified in the Notice AT1 (T) served on you.

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### Negotiating With Your Tenant

3. If you do not find acceptable the new terms (and new rent, if appropriate) being proposed by your tenant, it might be helpful, in the first instance, to discuss the matter with your tenant before making a decision on whether to refer the matter to the First-tier Tribunal .

4. If you decide to apply to the First-tier Tribunal and it subsequently makes a determination of tenancy terms and/or rent, remember that you and your tenant are free to set aside the determination if you agree on different terms and/or rent. However, unless you both agree to such a variation, the terms and rent determined by the First-tier Tribunal will apply.

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### Next Steps

5. If you apply to the First-tier Tribunal, it will acknowledge your application and will write to you asking if you wish to have the matter dealt with at a hearing or whether you wish to make written representations.

## NOTES FOR TENANTS – TO BE READ WITH FORM AT3 (T)

Form AT3(T) is used to refer a notice AT1(L) (served by the landlord) to the First-tier Tribunal for Scotland Housing and Property Chamber (“the First-tier Tribunal”) for a determination of the terms of a statutory assured tenancy and, if appropriate, rent for that tenancy under section 17(3) of the Housing (Scotland) Act 1988.

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### When to use this form

1. You should use this form to make an application to the First-tier Tribunal only if (a), (b) and (c) below **all** apply.

(a) Your landlord has served on you a Notice AT1 (L) proposing new tenancy terms (and also perhaps a new rent to reflect those terms);

(b) No more than 3 months have gone by since the date on which Notice AT1 (L) was served on you; and

(c) You wish the First-tier Tribunal to make a determination on the tenancy terms, and new rent if one is proposed.

2. Do not use this form if: -

- your landlord has served on you a Notice AT2 proposing an increase in rent only. If this has occurred, you should apply to the First-tier Tribunal using form AT4.

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### If You Do Not Apply To The First-Tier Tribunal

3. If you do not apply to the First-tier Tribunal within the 3-month time limit, the terms proposed by your landlord (and new rent if one is proposed) will take effect from the date specified in the Notice AT1 (L) served on you.

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### Negotiating With Your Landlord

4. If you do not find acceptable the new terms (and new rent if one is proposed) being proposed by your landlord it might be helpful, in the first instance, to discuss the matter with your landlord before making a decision on whether or not to refer the matter to the First-tier Tribunal.

5. If you decide to apply to the First-tier Tribunal and it subsequently makes a determination of tenancy terms and/or rent remember that you and your landlord are free to set aside the determination if you agree on different terms and/or rent. However, unless you both agree to such a variation, the terms and rent determined by the First-tier Tribunal will apply.

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## Next Steps

6. If you apply to the First-tier Tribunal, the First-tier Tribunal will acknowledge your application and will write to you asking if you wish to have the matter dealt with at a hearing or whether you wish to make written representations.

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## NOTES FOR TENANTS – TO BE READ WITH FORM AT4

Form AT4 is used by tenants to apply to the First-tier Tribunal for Scotland Housing and Property Chamber (“the First-tier Tribunal”) for a determination of rent under sections 24(3) and 34(1) of the Housing (Scotland) Act 1988.

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### Type of application to the First-Tier Tribunal

1. You may use this form to make an application to the First-tier Tribunal if either A or B below apply.

(A) Your landlord has served on you a Notice AT2 proposing a new rent, which you do not accept; or

(B) You are a tenant of a short assured tenancy and you wish to exercise your right under section 34(1) of the Housing (Scotland) Act 1988 to seek a determination of rent for your short assured tenancy.

2. Different rules govern applications under A and B. If you are applying to the First-tier Tribunal because A applies, refer to the notes under Part A. If B applies, refer to the notes under Part B.

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### Part A

Notes for the information of tenants referring a notice AT2 to the First-tier Tribunal

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### Types of assured tenancy

3. Your tenancy is either a "contractual" or "statutory" assured tenancy.

- A "contractual assured tenancy" is a tenancy for which the contract between you and your landlord is still in force.
- A "statutory assured tenancy" is a tenancy for which the contractual assured tenancy has ended because your landlord has (or you have) issued a notice to quit, but you continue to live in the house by virtue of the security of tenure provisions of the Housing (Scotland) Act 1988. You may also have a statutory assured tenancy through having succeeded to the tenancy.

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### When To Use This Form

4. You should use this form to apply to the First-tier Tribunal if notes a, b, c and d all apply:

- (a) your tenancy is a statutory assured tenancy;
- (b) your landlord has served on you a Notice AT2 proposing a new rent;
- (c) the date on which your landlord proposed the new rent to take effect (as set out in the Notice AT2) has not yet been reached; and
- (d) you wish the First-tier Tribunal to make a determination of rent for your tenancy.

5. But note that the First-tier Tribunal may not be able to intervene if, when you entered into your original tenancy agreement with your landlord, you agreed how your rent would be increased from time to time, and the new rent being proposed by your landlord results from that agreement. If you are in doubt about this consult your solicitor or any organisation giving advice on housing matters.

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#### If You Do Not Apply To The First-tier Tribunal

6. If you do not apply to the First-tier Tribunal before the date on which the landlord's new rent is due to come into effect, (as set out in the Notice AT2) the proposed new rent will take effect from that date.

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#### Negotiating With Your Landlord

7. If you do not find the new rent proposed by your landlord acceptable it might be helpful, in the first instance, to discuss the matter with landlord before making a decision on whether or not to refer the matter to the First-tier Tribunal.

8. If you decide to apply to the First-tier Tribunal and it subsequently makes a determination remember that you and your landlord are free to set aside the determination if you agree on a different rent. However, unless you **both** agree to such a variation, the rent determined by the First-tier Tribunal will apply.

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#### After The First-Tier Tribunal's Determination

9. The determination of your rent made by the First-tier Tribunal will take effect from a date decided by the First-tier Tribunal but it cannot be earlier than the date of your application to the First-tier Tribunal.

10. The rent determined by the First-tier Tribunal **will** be the maximum rent payable for the tenancy for at least 12 months from the date it comes into effect.

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## **PART B**

Notes for the information of tenants of a short assured tenancy applying to the First-tier Tribunal for a rent determination.

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### Types Of Tenancy

11. Your tenancy is a short assured tenancy only if both a and b apply or, if c applies:

(a) your tenancy is for 6 months or more; and

(b) your landlord served on you a Notice AT5 before the creation of the tenancy agreement between you; or

(c) your tenancy is a second or subsequent short assured tenancy of the same house (for whatever period of time) and your first short assured tenancy of the house fulfilled a. and b. above.

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### When To Use This Form

12. You should use this form to apply to the First-tier Tribunal if you wish the First-tier Tribunal to determine a rent for your short assured tenancy. Note however that you cannot apply if the rent payable under the tenancy is a rent previously determined by the First-tier Tribunal.

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### If You Do Not Apply To The First-Tier Tribunal

13. If you do not apply to the First-tier Tribunal the rent your landlord currently charges will continue to have effect, and any future rent increases provided for in your tenancy agreement will apply in due course.

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### Negotiating With Your Landlord

14. If you are not happy with the rent you are paying (if, for example, it seems higher than rents for similar tenancies in the area), it might in the first instance be helpful to discuss the matter with your landlord before applying to the First-tier Tribunal.

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### A Determination By The First-Tier Tribunal Is Not Guaranteed

15. The First-tier Tribunal may not make a determination on every application it receives. It will only make a rent determination for a short assured tenancy if it considers that there is a sufficient number of similar houses in the locality let on assured tenancies, and the rent payable for your tenancy is significantly higher than the landlord might reasonably expect to receive having regard to rent levels in similar tenancies in the area.

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### After The First-Tier Tribunal's Determination

16. The determination made by the First-tier Tribunal will take effect from a date

decided by the First-tier Tribunal but it cannot be earlier than the date of your application to the First-tier Tribunal.

17. Once the determination is made you and the landlord cannot agree to increase the rent above the level set by the First-tier Tribunal.

18. The rent determined by the First-tier Tribunal will be the maximum rent payable for the tenancy for at least 12 months from the date on which it comes into effect.

19. You as a tenant cannot apply to the First-tier Tribunal for a second determination for the same tenancy.

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## NOTES FOR LANDLORDS – TO BE READ WITH FORM AT6

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### **This version of the notes is in place for the duration of the emergency COVID-19 procedures (until 6 October 2020 unless extended)**

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Form AT6 is used by landlords to serve notice under section 19 of the Housing (Scotland) Act 1988 of intention to raise proceedings for possession.

1. You should use this notice only when you wish to inform your tenant that you intend to raise proceedings to take possession of the house which is or was the subject of an assured tenancy agreement between you and the tenant.

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#### Gaining Possession - The Three Musts

2. Before you can gain possession of your tenant's house, you must do three things:

- a) serve on the tenant a Notice to Quit. (This may have been served at an earlier stage when you terminated the contractual tenancy and a statutory assured tenancy arose. If a Notice to Quit was served earlier, you need not serve another notice); and
- b) serve on the tenant a notice (AT6) indicating that you intend to raise proceedings to gain possession; and
- c) obtain an Order for possession from the First-tier Tribunal for Scotland Housing and Property Chamber (“the First-tier Tribunal”)

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#### The Grounds For Possession

3. The First-tier Tribunal will only grant you possession if you can establish:

- a) that one of the grounds for possession as set out in schedule 5 of the Housing (Scotland) Act 1988 applies, or;
- b) that the tenancy in question is a short assured tenancy and the tenancy period has expired.

4. The grounds for possession are all discretionary whilst emergency COVID-19 procedures are in place.

5. The grounds (notice periods that apply whilst emergency COVID-19 procedures are in place are provided in brackets for each ground) are as follows:

5.1 Ground 1- is that you need the property for yourself or your wife or husband for use as your principal home. You will also have to satisfy the First-tier Tribunal that either the house was your only or principal home before you granted the tenancy; or that you became the landlord after the beginning of the tenancy but not through buying the house in question; or acquiring it in exchange for anything of value. This ground will



apply only if you gave the tenant notice in writing before the beginning of the tenancy that possession might be recovered on this ground, unless the First-tier Tribunal judges it to be reasonable to waive this requirement. **(Notice period - 3 months)**

5.2 Ground 2 - is that the house is subject to a heritable security (a mortgage) and the lender, for example a bank or building society, is entitled to sell the house because of your failure to keep to the conditions of the loan. This ground will apply only if you gave the tenant notice in writing before the beginning of the tenancy that possession might be recovered on this ground, unless the First-tier Tribunal judges it to be reasonable to waive this requirement. **(Notice period - 6 months)**

5.3 Ground 3 - is that the house was let for a specified period of 8 months or less, having been occupied as a holiday home during the previous 12 months. This ground will apply only if you gave the tenant notice in writing before the beginning of the tenancy that possession might be recovered on this ground. **(Notice period - 6 months)**

5.4 Ground 4 - is that the house was let for a specified period of 12 months or less, having been let to students by a specified educational institution during the previous 12 months. The educational Institutions concerned are specified by the Scottish Ministers. This ground will apply only if you gave the tenant notice in writing before the beginning of the tenancy that possession might be recovered on this ground. **(Notice period - 6 months)**

5.5 Ground 5 - is that the house is let to a minister or full time lay missionary in connection with their work and is required for that purpose. This ground will apply only if you gave the tenant notice in writing before the beginning of the tenancy that possession might be recovered on this ground **(Notice period - 6 months)**

5.6 Ground 6 - is that you require possession in order to demolish or substantially reconstruct the house, or to carry out substantial improvement works on the house, and that the work can be carried out only if the tenant gives up possession, or (if the work could have been carried out if the tenant agreed either to a change in the terms of the tenancy or to accept a tenancy of only part of the house the tenant has refused the alternative). This ground will not apply if you became the landlord after the beginning of the tenancy through buying the house in question or acquiring it in exchange for anything of value. If possession is granted on this ground, you must pay the tenant reasonable expenses of removing. **(Notice period - 6 months)**

5.7 Ground 7 - is that the tenancy has been succeeded to by the new tenant under the will or intestacy (disposal of property where no valid will was left) of the original tenant. If possession is sought under this ground proceedings must take place within 12 months of the death of the original tenant or of the date on which you learned of the person's death. The acceptance of rent from a new tenant will not affect your right to repossess unless you agree in writing to a new rent or to a change in the tenancy agreement. Note carefully that this ground does not apply if someone is left the tenancy under the will or intestacy of their husband or wife or same sex partner who was the original tenant (that is the husband or wife or same sex partner did not themselves succeed to the tenancy) **(Notice period - 6 months)**

5.8 Ground 8 - is that at least 3 months' rent is in arrears both on the date on which the notice of intention to seek possession of the house was served and at the date of the hearing of the First-tier Tribunal **(Notice period - 6 months)**

5.9 Ground 9 - is that suitable alternative accommodation is available or will be available for the tenant when repossession takes place. **(Notice period - 2 months)**

- Note carefully that what qualifies as suitable alternative accommodation is set out in the Housing (Scotland) Act 1988 (Schedule 5 Part III).
- If you are granted possession on this ground, you must pay the tenant reasonable expenses of removing.

5.10 Ground 10 - is that the tenant has given Notice to Quit which has expired but the tenant has not moved out. An order for possession on this ground must be sought by you not later than 6 months after the expiry of the Notice to Quit which was served by the tenant. **(Notice period - 6 months)**

5.11 Ground 11- is that the tenant has persistently delayed paying rent. **(Notice period - 6 months)**

5.12 Ground 12 -is that some rent is unpaid at the start of tribunal proceedings and at the time of serving of the notice of intention to take possession proceedings. **(Notice period - 6 months)**

5.13 Ground 13 - is that any obligation of the tenancy (other than payment of rent) has been broken or not performed by the tenant. **(Notice period - 6 months)**

5.14 Ground 14 - is that the tenant or anyone living with the tenant has allowed or caused damage to the house or common parts of the buildings in which the house is situated. **(Notice period - 6 months)**

5.15 Ground 15 - is that the tenant or anyone living with the tenant or a person visiting the house, has caused a nuisance or annoyance to neighbours or has been convicted of immoral or illegal use of the premises. **(Notice period - 3 months)**

5.16 Ground 16 - is that the tenant or anyone living with the tenant has damaged the furniture or allowed it to become damaged. **(Notice period - 6 months)**

5.17 Ground 17 - is that the house was let to the tenant because the tenant was employed by you the landlord, and the tenant is no longer employed by you. **(Notice period - 6 months)**

## Repossession On The Expiry Of A Short Assured Tenancy

6. If you seek possession of a house let on a short assured tenancy you must satisfy the First-tier Tribunal that the tenancy has been terminated at its expiry date. This can only be done by serving a valid Notice to Quit. You must also show that you have given the tenant at least 6 months' notice of your intention to repossess. If you establish these points, the First-tier Tribunal must grant you an order for possession. **Note carefully** that a short assured tenancy can also be repossessed using any of the grounds **1-17**.

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### Notice To Be Given To The Tenant

7. The amount of notice which you must give between the serving of Notice AT6 and the raising of proceedings in the First-tier Tribunal depends on the ground or grounds on which you are seeking possession. You must also give 6 months' notice if you are seeking repossession of a short assured tenancy under section 33 of the Housing (Scotland) Act 1988.

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### Eviction Must Be Carried Out Legally

8. It is a criminal offence for anyone to evict a tenant without an order from the First-tier Tribunal or to try to make the tenant leave by intimidation, violence, withholding services such as gas or electricity or any other sort of interference. It is no defence for a landlord to say the landlord did not intend the landlord's actions to harass the tenant or force the tenant to leave. An offence **will** still have occurred if the landlord **should** reasonably have known that those actions would be taken to be harassment by the tenant. A landlord found guilty of illegal eviction may be liable to pay damages to the evicted tenant; and the level of damages awarded **will** be based on the financial benefit to the landlord from having a house with vacant possession instead of a sitting tenant. Illegal evictions will be heard by the sheriff court.

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### Lifespan Of Notice AT6

9. Notice AT6 ceases to have effect 6 months after the earliest date on which the proceedings for possession to which it relates could have been raised. This means that Notice AT6 cannot be relied upon 6 months and 2 weeks or 8 months from the date of its serving, depending on the grounds involved.

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### How To Serve This Notice

10. After you sign and date Notice AT6 you must take steps to ensure your tenant receives it as soon as possible thereafter. You should also make sure your tenant knows whether subsequent correspondence should be sent to you or to an agent who deals with your affairs. A Notice can be served validly only in the following ways:

- a) by delivering it to the tenant or;
- b) by leaving it at the tenant's address or;
- c) by sending it by recorded delivery letter to the tenant's address.