

FORM AT1 (L): FOR USE ONLY BY A LANDLORD

ASSURED TENANCIES

AT1(L)

HOUSING (SCOTLAND) ACT 1988

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

IMPORTANT: INFORMATION FOR TENANT(S)

This notice proposes a change in the terms of your 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 your landlord negotiate different terms or you refer this notice to a Private Rented Housing Committee within three months of the date of service of this notice using a special form AT3(T). The Private Rented Housing Committee will determine whether the proposed terms are reasonable and can specify adjustments to the terms and to the rent. You should give your response to the proposed changes by returning part 7 of this notice to your landlord.

Please read this notice carefully before responding.

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

NOTE 1 TO TENANT.

**YOUR LANDLORD MAY PROPOSE A CHANGE OF TENANCY TERMS BY THIS
MEANS ONLY IF THE TENANCY IS A STATUTORY ASSURED TENANCY. IF YOU
ARE IN DOUBT ABOUT 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 the stair, eg 1F1)

Part 5 I your landlord(s)/I your landlord's agent* give you notice of an adjustment of rent shown in paragraph (d) of part 6 of this notice to take account of the tenancy terms. I am proposing that the adjustment is to come into effect on(date).

Signed
 Landlord/Landlord's Agent

Date

*delete as appropriate

NOTE 4 TO TENANT

IF YOU DO NOT WISH TO ACCEPT THE TERMS PROPOSED OR WISH TO REFER THE PROPOSALS TO A PRIVATE RENTED HOUSING COMMITTEE THEN A MEETING WITH YOUR LANDLORD TO DISCUSS THE PROPOSALS MIGHT BE HELPFUL. YOU SHOULD, HOWEVER, KEEP IN MIND THE THREE MONTH TIME-LIMIT FOR REFERRING THE PROPOSALS TO A PRIVATE RENTED HOUSING COMMITTEE.

Part 6

- a. Dates on which the assured tenancy agreement or contract of tenancy began.
- b. Date when the notice to quit terminating the assured tenancy expired or, if your tenant succeeded to a tenancy, the date on which he succeeded.
- c. The proposed changes to the terms of the tenancy are:
(Note to the Landlord
 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 TENANT.

TO REFER YOUR LANDLORD'S PROPOSALS TO A PRIVATE RENTED HOUSING COMMITTEE YOU MUST USE FORM AT3 (T) (OBTAINABLE FROM THE CLERK TO THE PRIVATE RENTED HOUSING COMMITTEE, THE RENT REGISTRATION SERVICE, CITIZENS ADVICE BUREAU OR HOUSING ADVISORY CENTRE). THE APPLICATION SHOULD BE SENT TO THE CLERK TO THE LOCAL PRIVATE RENTED HOUSING COMMITTEE (SEE TELEPHONE BOOK FOR ADDRESS). THE PRIVATE RENTED HOUSING COMMITTEE IS AN INDEPENDENT BODY WHICH CHARGES NO FEE.

NOTE 6 TO TENANT.

DETACH PART 7 AND RETURN IT TO THE SENDER OF THE NOTICE AS SOON AS POSSIBLE. HOWEVER IF YOU DECIDE TO DISCUSS THE PROPOSAL(S) WITH YOUR LANDLORD DO NOT COMPLETE PART 7 NOW, BUT REMEMBER THERE IS A THREE MONTH TIME-LIMIT FOR REFERRING THE PROPOSALS TO A PRIVATE RENTED HOUSING COMMITTEE.

NOTE 7 TO TENANT.

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

Part 7 (This part of the notice is for the use of the tenant).

To(name)
(landlord*/landlord's agent*)

I acknowledge receipt of notice AT1 (L) dated20..... (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 a Private Rented Housing Committee.

Signed

.....
(Tenant/Tenant's Agent)

Date

(If tenancy is a joint tenancy all tenants or their agents should sign).

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NOTES FOR LANDLORDS – TO BE READ WITH NOTICE AT1 (L). THESE NOTES ARE FOR GUIDANCE ONLY AND ARE NOT A DEFINITIVE INTERPRETATION OF THE LAW

TYPES OF ASSURED TENANCY

1. Your tenant's assured tenancy is either a “**contractual**” or “**statutory**” assured tenancy. If you are not sure which kind of tenancy your tenant has, read paragraph 2. If you do know the kind of tenancy your tenant has, go on to paragraph 3.

2. 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 he succeeded to the tenancy.

WHEN TO USE THIS NOTICE

3. You should serve this notice on your tenant only if 3(a) to 3(c) **all** apply:-

- (a) the contractual assured tenancy has been ended within the past 12 months; and
- (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 he has succeeded to a statutory assured tenancy); and
- (c) you now wish to change all or some of the terms of the tenancy.

4. 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, serve on the tenant Notice AT2, not AT1(L).

HOW TO COMPLETE THIS NOTICE

5. 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.

PROPOSED CHANGES CANNOT TAKE EFFECT IMMEDIATELY

6. 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.

HOW TO SERVE THIS NOTICE

7. 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 him; or
 - (b) by leaving it at his last known address; or
 - (c) by sending it by recorded delivery letter to him at that address
-

YOUR TENANT'S RESPONSE

8. 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.

9. Using Part 7 of the Notice, the tenant will respond in one of two ways or may ask to discuss your proposals with you (see paragraph 10). The two ways are:-

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

if your tenant accepts the new terms (and adjusted rent) they will take effect from the date you proposed in the Notice;

- 2. by indicating that the proposed terms are not acceptable and the Notice is being referred to a Private Rented Housing Committee;

if your tenant indicates that he wishes to refer your proposals to a Private Rented Housing Committee 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.

NEGOTIATING WITH YOUR TENANT

10. 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 Notice AT1 (L) to the Private Rented Housing Committee.

FURTHER GUIDANCE

11. 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.

12. Further guidance on assured tenancies is available in “Assured Tenancies in Scotland – A Guide for Landlords and Tenants”. Copies are obtainable from an office of the Private Rented Housing Committee, Citizens Advice Bureau, Housing Advisory Centre or from the Rent Registration Service.

13. The Private Rented Housing Committee is an independent body which does not charge a fee. A leaflet setting out its procedures is available from any of the organisations listed in paragraph 12.
