

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

ASSURED TENANCIES

AT1 (T)

**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 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 a Private Rented Housing Committee using a special form AT3 (L) within three months of the date of service of this notice. The Private Rented Housing Committee 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, eg 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 THREE MONTHS NOTICE OF THE CHANGES. THEY WILL TAKE EFFECT FROM THE DATE SPECIFIED IF YOU DO NOT ACT WITHIN THREE 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 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 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 A PRIVATE RENTED HOUSING COMMITTEE THEN A MEETING WITH THE TENANT 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 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 A PRIVATE RENTED HOUSING COMMITTEE YOU MUST USE FORM AT3 (L) (OBTAINABLE FROM THE CLERK OF THE PRIVATE RENTED HOUSING COMMITTEE, THE RENT REGISTRATION SERVICE, CITIZENS ADVICE BUREAU OR HOUSING ADVISORY CENTRE). THE APPLICATION SHOULD BE SENT TO THE CLERK OF 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 LANDLORD.

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 THREE MONTH TIME-LIMIT FOR REFERRING THE PROPOSALS TO THE PRIVATE RENTED HOUSING COMMITTEE.

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 a Private Rented Housing Committee.

Signed
(landlord/landlord's agent)

Date

* delete as appropriate.

ASSURED TENANCIES

HOUSING (SCOTLAND) ACT 1988

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

TYPES OF ASSURED TENANCY

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

2. 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.

WHEN TO USE THIS NOTICE

3. You should serve this notice on your landlord 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 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.

4. You may use Notice AT1 (T) to propose an adjustment to the rent to reflect the proposed tenancy terms.

HOW TO COMPLETE THIS NOTICE

5. If as tenant you are simply proposing new tenancy terms you should complete parts 1, 2 and 3 of this notice together with (a) to (c) of Part 5. If you are also proposing a new rent to reflect the new terms you should also complete Part 4 and (d) of Part 5. You should leave Part 6 blank. This is for the use of your landlord 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 (T) you must take steps to ensure your landlord receives it as soon as possible.

A notice can be served validly on a landlord 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 LANDLORD'S RESPONSE

8. Your landlord should respond to Notice AT 1 (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.

9. Using Part 6 of the Notice, your landlord 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 landlord 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 landlord 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 AT 1 (T) otherwise the proposed terms (and new rent) will take effect.

NEGOTIATING WITH YOUR LANDLORD

10. If your landlord contacts you to ask for an opportunity to discuss your proposals with you, both you and the landlord must bear in mind the need to hold the discussion in good time to allow the landlord the option of referring Notice AT 1 (T) 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.
