

**Tenant Information Pack**  
**(Revised February 2023)**



**TENANT INFORMATION PACK**

**Acknowledgement form**

Property address: .....

Tenancy type:            Commercial/Residential PRT

Tenancy start date.....

Name and address of landlord (or letting agent if applicable):

Third Part 2003 Ltd and Alfred Place Ltd. Balcaskie Estate Office, Easter Kellie Farm,  
Arncroach, Anstruther Fife. KY10 2RF  
01333 720200  
[accounts@ske.org](mailto:accounts@ske.org) for invoices - [info@balcaskie.com](mailto:info@balcaskie.com) for all other enquiries

Landlord registration number:     Fife - FIF-0648769-20  
   Highland - HIG-0648770-20

**By the time your tenancy begins, the landlord must give you the following documents:**

- Tenancy agreement
- Gas Safety Certificate (if applicable, e.g. if you have a gas boiler)
- A copy of the record of the electrical safety inspection
- Tenant Information Pack (see attached)
- EPC

***Declaration***

**I confirm that I have given the tenant all the above documents.**

Landlord/ letting agent signature: .....

Date: .....

**I confirm that I have received all of the above documents.**

Tenant signature: .....

Date: .....

## **Tenant Information Pack for the Private Rented Sector**

What is the Tenant Information Pack?

- The pack gives information to tenants in privately rented housing. It talks about your home, tenancy and landlord, and the responsibilities of you and your landlord.
- The pack is not part of your tenancy agreement but sets out important information that is relevant to you and your landlord. The pack contains a summary of legislation relevant to private tenants. Should you want more detailed legal information, or opinion, you should seek specialist advice.

Why is the pack important?

- The pack gives you clear information about private renting.
- The pack ensures that all tenants in privately rented homes receive the same information.

How does the pack work?

- At least one pack should be provided for each tenancy agreement. Where there are joint tenants they can be asked to accept one pack between them.
- The pack must be signed and receipted by you and your landlord (unless it is sent or acknowledged by email).

# **TENANT INFORMATION PACK**

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## 1. Your Tenancy

Your rights in privately rented housing depend on the type of tenancy agreement you have with your landlord. The following information provides a broad set of rules for the most common tenancies – private residential tenancies or common law tenant or non-tenant occupier. If there is any doubt, you should get legal advice to be certain of the type of agreement you have signed or are being asked to sign.

If you have a private tenancy which began on or after 1 December 2017 you will be either:

- a private residential tenant
- a common law tenant or non-tenant occupier.

### 1.1 Private Residential Tenant

If you're a private residential tenant you will normally be renting your home from a private individual or a private company, like a letting agency. In some cases you will be renting from a private company that has been created by a housing association. This is the situation if you rent a property with a Mid-Market rent, and this should be clear in your tenancy agreement.

You should have a tenancy agreement explaining that you are a private residential tenant and your rights. Find out more about tenancy agreements.

You will not normally be a private residential tenant if your accommodation is:

- Let to you under a different type of tenancy from before 1 December 2017
- Social housing - let at any time under a Scottish secure tenancy
- Shared with your landlord a holiday let
- A student let - whether university or college-owned accommodation or in a private hall of residence Arranged by the local authority - because you are homeless, on probation, or seeking asylum
- Business premises
- Police or military housing
- Let at a low rent - less than £6 per week
- Arranged by a charity supporting veterans - from 1 July 2019
- Temporary accommodation arranged by a charity supporting care leavers - from 1 July 2019.

### Rights of private residential tenants

Private residential tenancies are open-ended. This means that there is no fixed term and the tenancy won't end until you want to leave and you give your landlord the correct notice, or your landlord gets an eviction order.

Some landlords might tell you that they only want to rent the property for a certain amount of time, but you can't be made to leave unless the landlord gets an eviction order.

You have the right to stay in your accommodation unless the landlord can convince the First-tier Tribunal (Housing and Property Chamber) there are good reasons for eviction. Reasons for eviction might be rent arrears or damage to the property, or that one of the terms of the tenancy agreement has been broken.

Your landlord must give you a pack of 'easy read notes' or 'supporting notes' explaining your rights and responsibilities alongside your tenancy agreement. There is more information about the notes you should be given on the Scottish Government website.

The rights you have by law include:

- **A reasonable state of repair** - the landlord must keep the property in a condition that meets legal standards
- **Notice about [rent increases](#)** - the landlord must send you a written notice three months before increasing the rent, which you can challenge
- **Succession** - a partner, relative or carer may be able to take over the tenancy if you die
- **Not to be discriminated against** - because of your disability, gender reassignment, pregnancy and maternity, race, religion or belief, sex or sexual orientation.

You can complain to the First-tier Tribunal for Scotland (Housing and Property Chamber) if you think your landlord has breached your rights, for example by refusing to carry out a repair. Your landlord can't evict you just for complaining to the First-tier Tribunal as they need to have a good reason to ask for the property back.

The Tribunal cannot award you compensation but may be able to impose a financial penalty on your landlord that can be passed on to you .

When you can't solve a problem with your landlord it may be worth speaking to an experienced adviser, for example at a [Citizens Advice Bureau - where to get advice](#).

Your written tenancy agreement may give you more rights than the minimum provided by law. However, your agreement cannot give you fewer rights than you're entitled to by law. Even if it appears to do so, your legal rights will still apply. Find out more about [tenancy agreements](#).

There is more information about the [rights of private residential tenants on the Scottish Government website](#).

#### *Rent increases for private residential tenancies*

Private residential tenants have stronger and clearer rights to challenge rent increases than most people with other types of private tenancy. The landlord also has to follow a clearly defined procedure for a rent increase to be legal.

## 1.2 Common Law Tenant or Non-Tenant Occupier

If you have a private landlord, you're likely to be a common law tenant or non-tenant occupier if you:

- **have a resident landlord**
- **are a student** - renting from an educational institution or a private provider
- **are provided accommodation by your employer**
- **have a company let**
- **have over two acres of agricultural land** included in your tenancy
- **pay a very low rent** - (less than £6 per week)
- **pay no rent**
- **are a tenant of the crown** or a **government department**.

This list is not exhaustive and if you think you may be a common law tenant or occupier you should consult an experienced adviser, for example at a [Citizens Advice Bureau - where to get advice](#).

There's more information about [common law tenants](#) and [non-tenant occupiers on the Shelter Scotland website](#).

If you occupy accommodation because of your job, for example as a caretaker, you will not necessarily be a common law tenant or non-tenant occupier. You might have rights as a private residential, assured or short assured tenant. You might not have to give up the accommodation if you leave the job

## 1.3 Tenancy Agreement

The tenancy agreement must be a written document. Its terms should be agreed between you and the landlord or letting agent before you sign it.

In general, your tenancy agreement will include the following:

- The name and address of the landlord or agent (or both).
- The landlord's registration number.
- The length of the tenancy, with start and end dates.
- Rent: amount due, when it is due, how it should be paid and if it will increase during the tenancy.
- How much is the deposit and possibly which tenancy deposit scheme (*see section 4.5*) will hold the deposit.
- Who is responsible for internal decoration and internal and external repairs and maintenance.
- How many tenants may occupy the property.
- Any condition or restrictions on the use of the property, for example about pets, guests or smoking.

## 1.4 Ending Your Tenancy

### **If you want to end the tenancy**

You have to give your landlord at least 28 days' notice in writing if you want to end the tenancy (unless you ask for shorter notice and they agree in writing).

The notice period will begin on the day your landlord gets your notice, and ends 28 days after that date.

So if you send the notice to your landlord by post or email, you must allow your landlord 48 hours to receive it. This delivery time should be added onto the amount of notice you give your landlord.

If you send your landlord a notice to leave by recorded delivery post on 23 January, they will be expected to receive the notice on 25 January; the 28 days' notice period will start on 25 January and end on 21 February, so the earliest date you could leave the let property would be 22 February.

You cannot give notice before you move into the let property. Your notice has to be given 'freely and without coercion'. This means your landlord must not have pressured you into leaving. If your landlord tries to persuade or force you to leave without following the correct legal process then they could be carrying out an illegal eviction. This is a criminal offence in Scotland. An example of an illegal eviction by coercion could be carrying out work that makes it impossible for you to continue to stay in the property, e.g. removing the toilet or stopping the drinking water supply.

You and your landlord can agree a different notice period. But this must be in writing and can only be done once you have started to live in the let property. Your agreement to change the notice period must be given 'freely and without coercion'. If your landlord has inserted a longer notice period into your tenancy agreement before you started living in the let property, the notice period will be invalid and the 28 day notice period will apply.

If you give your landlord notice but then change your mind before it ends, you can ask them to continue the tenancy instead. It's up to your landlord to decide whether to agree.

To end a joint tenancy, all the joint tenants must agree to end the tenancy and sign the notice to leave. One joint tenant cannot terminate a joint tenancy on behalf of all the joint tenants.

### **If your landlord wants to end the tenancy**

Your landlord can only end your tenancy by using one of the [grounds for eviction](#). When your landlord gives you notice to leave, they must tell you what eviction ground(s) they are using and may provide evidence to support this. They must use a specific notice called a '[Notice to Leave](#)' to do this.

### **Notice needed**

#### *Notice periods from 30 March 2022 onwards*

The amount of notice your landlord must give you will depend on how long you've lived in the property and the grounds your landlord is using to evict you.

You must be given at least 28 days' notice if you have lived in the property for six months or less, regardless of what eviction ground your landlord is using.



Regardless of how long you have lived in the property, your landlord must give you at least 28 days' notice if they are using one or more of the following eviction grounds:

- tenant is no longer occupying the let property
- tenant has breached a term(s) of tenancy agreement
- tenant is in rent arrears of three consecutive months or more
- tenant has a relevant criminal conviction
- tenant has engaged in relevant antisocial behaviour
- tenant associates with a person who has a relevant conviction or has engaged in relevant antisocial behaviour

Your landlord must give you at least 84 days' notice if you have lived in the property for more than six months, and they aren't relying solely on any of the grounds listed above.

### **Eviction orders**

If your landlord gives you a notice to leave and you don't move out as soon as the notice period ends, they can apply to the First-tier Tribunal for an eviction order.

When your landlord applies for an eviction order they must give the First-tier Tribunal a copy of the 'notice to leave' they gave you, stating which of the grounds for eviction they gave you.

Your landlord can only make an application for an eviction order if it's been less than six months since the notice they gave you expired.

### **Sub-tenants**

If you are a sub-tenant, you will be protected from eviction unless your landlord is being evicted using certain grounds.

A sub-tenant is someone who is legally renting the property from a landlord/head tenant. The landlord must have permission from their landlord (the 'head landlord') to sub-let the property to you.

If the Head Landlord wants to bring a sub-tenancy to an end, they have to give you a 'sub-tenancy notice to leave', which includes a copy of the notice they gave your landlord/head tenant.

### ***Sub-Tenant Notice periods from 30 March 2022 onwards***

The landlord must give you (the sub-tenant) 28 days' notice if you have lived in the property for six months or less, or 84 days' notice if you've lived there for more than six months.

## 1.5 Grounds for landlords regaining possession of their property

There are 18 grounds for possession that a landlord can use to apply for an eviction order. The grounds are divided into four areas:

- the property is required for another purpose (grounds 1–7)
- the status of the tenant (grounds 8–9)
- conduct of the tenant (grounds 10–15)
- there is a legal reason why the tenancy can't continue (grounds 16–18)

Each ground has a different notice period.

If you do not leave by the end of the notice period, your landlord can apply to the First-tier Tribunal for an eviction order. The tribunal looks at the evidence and decides whether or not to grant the eviction.

All the grounds are discretionary. This means that the tribunal must consider all the circumstances of your case and decide whether it's reasonable to evict you.

The Grounds:

1. Landlord intends to sell
2. Property to be sold by lender
3. Landlord intends to refurbish
4. Landlord intends to live in the property
5. Family member intends to live in the property
6. Landlord intends to use for non-residential purposes
7. Property required for religious purposes
8. Not an employee
9. No longer in need of supported accommodation
10. Not occupying let property
11. Breach of tenancy agreement
12. Rent arrears
13. Criminal behaviour
14. Antisocial behaviour
15. Association with person who has relevant conviction or engaged in relevant antisocial behaviour
16. Landlord has ceased to be registered
17. HMO license has been revoked
18. Overcrowding statutory notice

## 2 Information about your property

Your landlord must make sure the property is safe. The electricity supply, plumbing, water and heating systems should all be in good condition. If you have any concerns about the safety of any item in the property, you should speak with the landlord. It is important that you do not move into the property until the landlord has dealt properly with your concerns.

### 2.1 Gas Safety

If your property has a gas supply, your landlord must arrange for an annual Landlord Gas Safety Record to be carried out by a Gas Safe registered engineer. You should receive a copy of this certificate. If your landlord does not provide you with a safety certificate you can contact the Health and Safety Executive for advice (*see section 5 – further advice and support*).

If you know that your gas installations or pipework are defective, you must tell your landlord or letting agent. You must never use appliances that are condemned or unsafe.

### 2.2 Electrical Safety

Your landlord, in accordance with the Repairing Standard for private rented properties (see section 2.6), must ensure that the electrical installation and appliances provided with the property are in a reasonable state of repair and in proper working order.

Your landlord must arrange for an electrical safety inspection in terms of section 19A of the Housing (Scotland) Act 2006, to be carried out at least every 5 years. Your landlord should provide you with a copy of that inspection.

Speak with your landlord if you have any concerns about electrical safety, as they should be able to provide you with information on the latest safety inspection.

Alternatively, advice and guidance is available on the Health and Safety Executive website (*see section 5 – further advice and support*).

### 2.3 Energy Performance Certificate

An Energy Performance Certificate (EPC) shows a property's energy efficiency. It also highlights potential improvements that could save energy. On request, landlords must give prospective tenants (i.e. new tenants, not tenants who are simply renewing a lease) an EPC. However, if you rent only a single room in a larger property, your landlord need not provide an EPC.

## **2.4 Council Tax**

Your tenancy agreement will probably set out who is responsible to paying council tax. If you are unsure your local council should be able to tell you about your responsibilities for council tax and give you information on the current rates. If you have signed a tenancy agreement for a room and not the entire property, check with your landlord if you are responsible for paying council tax.

If the property is occupied entirely by full-time students, you are exempt from council tax. You must apply to your local council's Revenues and Benefits department for your exemption.

## **2.5 Number of people who may live at the property**

Only those allowed to live at a property by the tenancy agreement should occupy it. If too many people live there, meaning it is overcrowded, the council may take steps to prevent the overcrowding continuing.

Houses or flats occupied by three or more unrelated persons are called houses in multiple occupation (HMOs). Your local council will have told your landlord the maximum number of people allowed in an HMO.

### **How is 'overcrowding' defined?**

The number of people who may live in a property depends on the number and size of the rooms, and the characteristics of the people. Living rooms and bedrooms are counted as rooms, but not the kitchen or bathroom. There is a room standard and a space standard.

#### ***Room standard***

The room standard is broken when people of opposite sexes, who are not living together as a couple, have to sleep in the same room. This does not apply to children under 10. The number of people of the same sex who can sleep in one room is limited by the size of the room.

#### ***Space standard***

The space standard limits the number of people who can occupy a property, relative to both the number and the floor area of the rooms available as sleeping accommodation.

You can get more information on overcrowding from a Shelter Scotland advice centre, Citizens Advice or your local council.

## **2.6 Repairing Standard**

Your landlord must carry out a pre-tenancy check of your property to identify work required to meet the Repairing Standard (described below) and notify you of any such work. Your landlord also has a duty to repair and maintain your property from the tenancy start date and throughout the tenancy. This includes a duty to make good any damage caused by doing this work. On becoming aware of a defect, your landlord must complete the work within a reasonable time.

A privately rented property must meet the Repairing Standard as follows:

- The property must be wind and water tight and in all other respects reasonably fit for people to live in.
- The structure and exterior (including drains, gutters and external pipes) must be in a reasonable state of repair and in proper working order.
- Installations for supplying water, gas and electricity and for sanitation, space heating and heating water must be in a reasonable state of repair and in proper working order.
- Any fixtures, fittings and appliances that the landlord provides under the tenancy must be in a reasonable state of repair and in proper working order.
- Any furnishings that the landlord provides under the tenancy must be capable of being used safely for the purpose for which they are designed.
- The property must have a satisfactory way of detecting fires and for giving warning in the event of a fire or suspected fire.
- The property must have a satisfactory way of giving warning if there is a hazardous concentration of carbon monoxide gas.

In determining whether the property meets the Repairing Standard in relation to the provision for giving warning if carbon monoxide gas is present in a concentration that is hazardous to health, regard must be had to the Scottish Government Statutory Guidance for the Provision of Carbon Monoxide Alarms in Private Rented Housing, which is available at [www.scottishlandlords.com](http://www.scottishlandlords.com)

If, after notification of any problem, the problem persists, has not been attended to satisfactorily or if there is disagreement about whether or not there is a problem, then you have the right to refer the matter to the First-tier Tribunal for Scotland Housing and Property Chamber (*see section 6 - Tribunal contact details*).

Your local authority has the right to inspect your property if they think that it does not meet the Repairing Standard. If your landlord fails to carry out work to ensure that your property meets the Repairing Standard, the local authority may, where the local authority consider it appropriate to do so, decide to refer the matter to the First-tier Tribunal for Scotland Housing and Property Chamber. The First-tier Tribunal for Scotland Housing and Property Chamber has power to require your landlord to carry out work necessary to meet the Repairing Standard.

Repairs and maintenance access

You must give your landlord reasonable access to the property to do repairs and maintenance. If you fail to agree a suitable time, your landlord must give you at least 24 hours' written notice that they intend to enter the property unless they need to do an emergency repair.

## **2.7 Inventories**

An inventory is a list of everything in the property that you are renting (for example, furniture, carpets and curtains, kitchenware) and its condition.

An inventory can help avoid a dispute over your deposit when you move out because it proves what state the property was in when you moved in. In particular, it can help if a dispute is lodged with a tenancy deposit scheme (*see section 4.5*).

It is in your landlord's interest to provide an inventory because if you break or damage anything while you are living there, the inventory shows it was not broken before you moved in. On the other hand, if anything in the property is already damaged, the inventory proves you did not do it.

Your landlord or letting agent should give you an inventory. If they have not done so by the time you move in, ask for one.

In summary, here are the key things you should do:

- **Check the inventory before you sign it** – make a note of anything damaged, broken or worn. Make sure everything in the property is listed on the inventory, and that it lists nothing you cannot find in the property.
- **Make sure you and your landlord sign the inventory** – once you are sure the inventory is correct, both you and your landlord or letting agent should sign it.
- **Take photos**, then you can prove the state of the property when you moved in.
- **Store the inventory and your photos in a place where you can find them**
- in case you need to rely on them to get your deposit back.

## 2.8 Fire Safety

By law, your landlord must provide fire-detection equipment (e.g. a smoke alarm) for your property. Your landlord also has a general duty to keep your property fit for you to live in and to ensure it does not endanger your health. This includes ensuring there are no fire or other hazards in your home, such as loose wiring or dangerous stairs.

If your landlord refuses to provide a fire-detection alarm or you feel there are fire risks in your property, you can take action to make sure they put things right. Either you can apply to the First-tier Tribunal for Scotland Housing and Property Chamber or contact your local council's environmental health department.

Landlords of HMOs (*see section 3.2*) must ensure there are adequate fire precautions and escape routes.

The Scottish Government has produced a leaflet on fire safety in the home which is available at:

[www.scotland.gov.uk/tenant/info/forms](http://www.scotland.gov.uk/tenant/info/forms)

## **3. Information about your Landlord**

### **3.1 Landlord Registration**

Most private landlords must register with their local council to ensure they are a 'fit and proper person' to let property. Details of any properties let by a landlord and any agent acting on a landlord's behalf must be notified to the council. For most landlords it is an offence to let a property without being registered, with a maximum fine of £50,000.

Your landlord's registration number should be included in your tenancy agreement (unless they have only recently applied to register). You can check online at [www.landlordregistrationscotland.gov.uk](http://www.landlordregistrationscotland.gov.uk) to see if your landlord is registered or you can contact your local council. If your landlord is not registered, contact your local council.

You can find out more about landlord registration on the Scottish Government website:

[www.scotland.gov.uk/privaterenting](http://www.scotland.gov.uk/privaterenting)

### **3.2 House in multiple occupation (HMO) licensing**

An HMO (house in multiple occupation) is a property occupied by three or more tenants who are not members of the same family (or one or other of two families). HMO landlords must have a licence from the local council. This ensures that the property is managed properly and meets certain basic safety standards. You can find out more about HMOs on the Scottish Government website: [www.scotland.gov.uk/privaterenting](http://www.scotland.gov.uk/privaterenting)

To find out whether your property has an HMO licence, ask your landlord or contact your local council. Your council will have a list of all the licensed HMOs in their area.

It is a criminal offence for your landlord to operate an HMO without a licence, and they could be fined up to £50,000. If your local council thinks a property is being run as an unlicensed HMO, they can inspect it without giving any warning. If you think the HMO you are living in may be unlicensed, you should contact your local council.

## **4. Responsibilities of tenants and landlords**

### **4.1 Tenants main responsibilities**

You have certain responsibilities as a tenant. Please read your tenancy agreement for more specific information but the following list of responsibilities will apply to most tenancies.

- To occupy the property as your main home.
- To pay your rent in full and on time.
- To contact your landlord immediately if you are having difficulty paying the rent.
- Not to cause damage to the property, fixtures, fittings or furniture belonging to the landlord and not to allow members of your household or visitors to do so.
- To read and comply with your tenancy agreement as regards its policies on smoking in the property, keeping pets etc.
- Not to make alterations to the property without getting your landlord's written permission first.
- To report promptly the need for any repairs to the landlord.
- Not to cause disturbance, nuisance or annoyance to neighbours and not to allow your visitors to do so.
- To allow the landlord access to the property to inspect it or carry out repairs after giving sufficient notice.
- To give your landlord written notice when you wish to end the tenancy.
- To maintain any communal areas if the maintenance is not included in your rent.
- To put out bins and recycling boxes for collection.

### **4.2 Landlords main responsibilities**

- To give you their name and address.
- To give you a tenancy agreement.
- To respect your right to peace and quiet in the property.
- To give proper notice before entering the property.
- To meet gas, electricity and other safety requirements in the property.
- To maintain the property's structure and exterior.
- To follow the correct legal procedures if they want you to leave.
- To register with their local council.
- To have an Energy Performance Certificate for the property.
- To allow adaptations for disabled people, within reason. Your local council may be able to provide support through the 'scheme of assistance'.
- To ensure the property meets the Repairing Standard.
- To take action to address any antisocial behaviour by their tenants in and around the property.
- To register any deposit with an approved tenancy deposit scheme.
- To give you this Tenant Information Pack.

### **4.3 Role of letting agents**

If a letting agent acts for your landlord, they may be responsible for arranging your tenancy's day-to-day maintenance and repairs, and taking your rent payments.

However, your contract is with your landlord. This is why your landlord's name and address must appear on your tenancy agreement.



Any legal action arising from your tenancy (for example, over the return of your deposit) would be raised against your landlord, not the letting agent. Also, your landlord is legally responsible for ensuring that all safety regulations are met.

### **Tenancy fees**

It is against the law for a landlord – or a letting agent acting on their behalf – to charge or receive any premium or require the making of any loan as a condition of granting, renewing or continuing your tenancy. The landlord or their letting agent may charge only rent and a refundable deposit of two months' rent at the most.

The meaning of 'premium' includes any fine or other sum and what the law calls any other 'pecuniary consideration' (e.g. money that has to be paid in the present or in the future). It includes a service or administration fee or charge. It excludes, however, charges connected to the UK Government's Green Deal that are attached to a privately rented property. More information on the Green Deal can be found at [www.scotland.gov.uk/tenant/info/forms](http://www.scotland.gov.uk/tenant/info/forms).

### **4.4 Harassment and unlawful eviction**

If your landlord tries to physically remove you from the property without a court's permission, they are committing a criminal offence regardless of the circumstances. Your landlord must follow the formal legal process set out in section 1 of this pack to recover possession of their property. If you do not leave voluntarily, the landlord must obtain a Decree for Eviction from the Sheriff Court. If the landlord obtains such a decree, the actual eviction must be done by Sheriff Officers, not the landlord or their agents.

If your landlord has physically removed you from your rented home or threatened to do so, you should report the matter to the Police.

As a tenant of a privately rented property, the law protects you against harassment and unlawful eviction in two ways:

- by making harassment and unlawful eviction criminal offences, and
- by enabling you to claim damages through the courts.

The law against harassment applies to everyone living in residential property. This means the law protects you whether you have a full tenancy or some other right of occupation or occupancy agreement. It applies if your landlord personally harasses or evicts you unlawfully, or if somebody else does it for them. Related to this, your landlord has no right to use retained keys to enter the property without your permission, except in an emergency.

The Scottish Government booklet 'Protection against Harassment and Unlawful Evictions'

([www.scotland.gov.uk/tenant/info/forms](http://www.scotland.gov.uk/tenant/info/forms)) provides full details of private tenants' rights on these matters.

## **4.5 Tenancy deposit schemes**

A tenancy deposit scheme is an independent third-party scheme approved by the Scottish Government to hold and protect your deposit until the landlord needs to repay it at the end of the tenancy.

### **How do tenancy deposit schemes work?**

All landlords who receive a deposit, and who must register in the local council's register of landlords, must comply with the tenancy deposit scheme regulations. Your landlord must give you information on the circumstances in which they may withhold your deposit and give you details of the scheme protecting it.

Once you pay the deposit to your landlord or letting agent, your landlord must give it to an approved deposit scheme to hold in a designated account. Your landlord must ensure the deposit remains with an approved scheme until it is due to be repaid after the end of the tenancy.

You may apply to a Sheriff Court for sanctions against your landlord for failing to comply with the regulations. If the Sheriff decides your landlord has failed to comply, they can order the landlord to pay you up to three times the deposit amount. They may also order that your landlord sends the deposit to an approved scheme or provides the missing information.

### **How will I get my deposit back at the end of a tenancy?**

Your landlord should apply to the scheme for repayment of the deposit after the end of the tenancy, giving details about how much of the deposit should be repaid to you. If this does not happen, you can also apply for repayment.

The scheme will write to you, asking you to say whether you agree with the landlord's application, or whether you wish to dispute the amount. If you agree with the landlord's application, the scheme will repay the deposit accordingly.

If you disagree with the amount of deposit your landlord has applied for, you can ask for the dispute to be referred to an independent adjudicator. Before this can happen, the scheme must be sure you have tried to resolve the dispute with your landlord.

The adjudicator will decide how the deposit should be repaid, based on evidence from you and your landlord.

### **How long will it take to get my deposit back?**

If you agree with the landlord's application, the deposit will be repaid in five working days. The return of deposits may take longer if the amount is disputed or if one of the parties cannot be contacted or does not cooperate.

## 4.6 Antisocial behaviour – tenant and landlord obligations

### Tenants

Everyone has the right to live safely and peacefully without worrying about being annoyed or harassed. Antisocial behaviour means behaviour that causes or is likely to cause fear, alarm or distress. If you act in a way that causes nuisance or annoyance and stops people enjoying the peaceful occupation of their home, this may be considered antisocial behaviour. These actions include, but are not limited to:

- ◆ persistent, excessive noise;
- ◆ verbal or physical abuse of neighbours;
- ◆ racial or sexual harassment;
- ◆ vandalism in the neighbourhood or damaging neighbours' property; or
- ◆ drug abuse or selling drugs.

You are also responsible for the behaviour of family or friends visiting your property. Your landlord may take action against you if you have broken a clause in the tenancy agreement which refers to antisocial behaviour.

If you are affected by other people's antisocial behaviour, you should keep a written record of the incidents, with dates and times. Depending on the seriousness of the situation and how badly it affects you, you should contact the Police or your nearest Citizens Advice Bureau. Your local council's Antisocial Behaviour Team should also be able to give you more information on these issues.

### Landlords

Landlords also have a responsibility to prevent their tenants behaving in an antisocial way in and around their homes. This means that if tenants are acting in a way that causes or is likely to cause alarm, distress, nuisance or annoyance to anyone living near their home, the landlord must take action. Steps landlords can take include:

- investigating complaints about their tenants' behaviour;
- writing to tenants to explain that their behaviour is causing concern and asking them to modify it;
- giving advice on noise reduction;
- asking the council to apply for an Antisocial Behaviour Order for the tenants;
- going to court to get an interdict to prevent the tenants behaving in a certain way; and
- threatening to evict the tenants.

If a landlord's attempts fail, they can ask the council for help to address the antisocial behaviour.

However, if a landlord does not try to stop the antisocial behaviour, the local council can serve an Antisocial Behaviour Notice on the landlord ordering them to take specific action to deal with the problem. If the landlord does not do what the Antisocial Behaviour Notice says, the council can ask a court to stop rent payments to the landlord and give the council control of the property.

## 5. Further advice and support

### **Citizens Advice Scotland**

*Gives you details of your local Citizens Advice Bureau which can help with money, legal, consumer and other problems.*

Tel: 0808 800 9060

[www.cas.org.uk](http://www.cas.org.uk)

### **Energy Saving Trust**

*Gives independent help and advice on how to save energy in the home.*

Tel: 0800 512 012

[www.energysavingtrust.org.uk/scotland](http://www.energysavingtrust.org.uk/scotland)

### **Office of the Gas and Electricity Markets (Ofgem)**

*Protects the interests of gas and electricity consumers.*

Tel: 0141 331 2678

[www.ofgem.gov.uk](http://www.ofgem.gov.uk)

### **Shelter Scotland**

*Offers advice, information and advocacy to tenants in privately rented housing.*

Tel: 0808 800 4444

[www.shelterscotland.org](http://www.shelterscotland.org)

### **Gas Safe Register**

*Offers gas safety advice and can take action to ensure that gas appliances in your property are safe.*

Tel: 0800 408 5500

[www.gassaferegister.co.uk](http://www.gassaferegister.co.uk)

### **Electrical Safety Council**

*UK charity that provides electricity safety advice for the home.*

Tel: 0131 445 4690

[www.esc.org.uk](http://www.esc.org.uk)

**Scottish Association of Landlords** *Represents the interests of landlords and letting agencies in Scotland.*

Tel: 0131 564 0100

[www.scottishlandlords.com](http://www.scottishlandlords.com)

**Scottish Land and Estates** *Represents the interests of rural landlords in Scotland.*

Tel: 0131 653 5400

[www.scottishlandandestates.co.uk](http://www.scottishlandandestates.co.uk)

**Landlord Accreditation Scotland** *Provides you with information on accommodation which is managed by an accredited landlord.*

Tel: 0131 553 2211

[www.landlordaccreditationscotland.com](http://www.landlordaccreditationscotland.com)

### **National Landlords Association**

*An association for private landlords in the UK.*

Tel: 020 7840 8900

[www.landlords.org.uk](http://www.landlords.org.uk)

### **Association of Residential Letting Agents**

*An association for registered letting agents.*

Tel: 0844 387 0555

[www.arla.co.uk](http://www.arla.co.uk)