

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

ASSURED TENANCIES

AT1(L)

HOUSING (SCOTLAND) ACT 1988

NOTICE BY LANDLORD 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 the First-tier Tribunal for Scotland Housing and Property Chamber (the Tribunal) within 3 months of the date of service of this notice using a special form AT3(T). The Tribunal 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, e.g. 1F1)

Part 3 Name, address and telephone number of landlord, and of agent (if any):-

..... landlord(s) agent
.....
.....
.....

NOTE 2 TO TENANT.

THIS NOTICE PROPOSES CHANGES TO THE TERMS OF THE TENANCY FOR THE HOUSE DESCRIBED IN PART 2. YOUR LANDLORD MUST GIVE YOU AT LEAST 3 MONTHS' NOTICE OF THE CHANGES. THEY WILL TAKE EFFECT FROM THE DATE SPECIFIED IF YOU DO NOT ACT WITHIN 3 MONTHS OF THE DATE OF SERVICE OF THE NOTICE.

READ THE NOTICE CAREFULLY. IF YOU ARE IN DOUBT ABOUT WHAT ACTION YOU SHOULD TAKE, GET ADVICE IMMEDIATELY FROM A SOLICITOR OR AN ORGANISATION WHICH GIVES ADVICE ON HOUSING MATTERS.

Part 4 I/We your landlord(s)/I your landlord's agent* give you notice of proposed changes in the terms of your tenancy for the house at the address in part 2. The proposed changes are shown in paragraph (c) of part 6 of this notice and are to come into effect on

..... (date)

Signed
.....
Landlord/Landlord's agent

Date.....

NOTE 3 TO TENANT.

YOUR LANDLORD MAY ALSO PROPOSE THAT YOUR RENT IS TO BE ADJUSTED TO TAKE ACCOUNT OF THE PROPOSED NEW TENANCY TERMS. IF SO THE LANDLORD MUST ALSO COMPLETE PART 5 OF THE NOTICE.

*delete as appropriate

Part 5 I/We 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 THE TRIBUNAL THEN A MEETING WITH YOUR LANDLORD TO DISCUSS THE PROPOSAL MIGHT BE HELPFUL. YOU SHOULD, HOWEVER, KEEP IN MIND THE 3 MONTH TIME- LIMIT FOR REFERRING THE PROPOSALS TO THE TRIBUNAL.

Part 6

- a. Date 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 the tenant 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 THE TRIBUNAL YOU MUST USE FORM AT3 (T) (OBTAINABLE FROM THE TRIBUNAL, RENT SERVICE SCOTLAND, CITIZENS ADVICE BUREAU OR HOUSING ADVISORY CENTRE). THE APPLICATION SHOULD BE SENT TO THE TRIBUNAL.

NOTE 6 TO TENANT.

IF YOU HAVE DECIDED TO ACCEPT OR REJECT THE TERMS PROPOSED 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 THE TRIBUNAL.

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 the Tribunal.

Signed

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

Date

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