



Housing (Scotland) Act 2001

2001 asp 10

PART 2

TENANTS OF SOCIAL LANDLORDS

CHAPTER 1

SCOTTISH SECURE TENANCIES

Repairs and improvements

27 Repairs

- (1) Schedule 4, which makes provision about the landlord's obligations to repair a house let under a Scottish secure tenancy, has effect.
- (2) The Scottish Ministers may make regulations for entitling a tenant under a Scottish secure tenancy whose landlord is a landlord specified in the regulations to have qualifying repairs carried out to the house which is the subject of the tenancy.
- (3) The regulations must specify, in particular—
 - (a) the maximum amount payable in respect of any single qualifying repair,
 - (b) the period within which a qualifying repair is to be completed, and
 - (c) the repairs which are qualifying repairs for the purposes of this section.

28 Landlord's consent to work

- (1) It is a term of every Scottish secure tenancy that the tenant is not to carry out work, other than interior decoration, in relation to the house without the consent in writing of the landlord, which must not be unreasonably withheld.
- (2) In this section and Part 1 of schedule 5, "work" means—
 - (a) alteration, improvement or enlargement of the house or of any fittings or fixtures,
 - (b) addition of new fittings or fixtures,

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(c) erection of a garage, shed or other structure,
but does not include repairs or maintenance of any of these.

- (3) The provisions of Part 1 of schedule 5 have effect as terms of every Scottish secure tenancy.
- (4) The Scottish Ministers may issue guidance to landlords as to the standards to which different descriptions of work should be carried out and as to the matters to which landlords should have regard in considering imposing conditions under paragraph 2(b) of schedule 5 as to the standard of work.

29 Reimbursement of cost of work

- (1) On the termination of a Scottish secure tenancy, the landlord may (without prejudice to any other power to that effect) make any payment to the tenant which it considers appropriate in respect of improvement work carried out by the tenant (or by any predecessor of the tenant under the same tenancy) with the landlord's consent under section 28.
- (2) The amount of any payment under subsection (1) must not exceed the cost of the work in respect of which it is made, after deduction of the amount of any grant paid or payable under Part XIII (grants for improvement, repairs etc.) of the 1987 Act.
- (3) Where a Scottish secure tenancy is terminated (under section 22(3) or (4)) by the death of the tenant, a payment under subsection (1) may be made to the tenant's personal representatives.

30 Right to compensation for improvements

- (1) For the purposes of this section—
“qualifying improvement work” is improvement work which is prescribed as such and which is begun not earlier than the commencement of this section,
“qualifying person” is a person who is, immediately before the tenancy is terminated, a tenant under a Scottish secure tenancy, and—
(a) is the tenant who carried out the qualifying improvement work,
(b) is a tenant of a joint tenancy which existed at the time the work was carried out, or
(c) succeeded to the tenancy under section 22 on the death of the tenant who carried out the work and the tenancy did not cease to be a Scottish secure tenancy on the succession.
- (2) For the purposes of this section, a tenancy is terminated when—
(a) any of the circumstances of subsection (1) of section 12 apply and, in a case where the termination is under paragraph (d), (e) or (f) of that subsection, the house is vacated,
(b) there is a change of landlord, or
(c) it is assigned to a new tenant.
- (3) Where the tenant under a Scottish secure tenancy has carried out qualifying improvement work with the consent of the landlord under section 28, a qualifying person is on the termination of the tenancy entitled to be paid compensation by the landlord in respect of the work.

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- (4) Compensation is not payable if—
- (a) the tenancy comes to an end in prescribed circumstances,
 - (b) compensation has been paid under section 29 in respect of the improvement, or
 - (c) the amount of any compensation which would otherwise be payable is less than such amount as may be prescribed.
- (5) Regulations under this section may provide that—
- (a) any compensation payable is to be—
 - (i) determined by the landlord in such manner and taking into account such matters as may be prescribed, or
 - (ii) calculated in such manner and taking into account such matters as may be prescribed, and is not to exceed such amount, if any, as may be prescribed,
 - (b) the landlord may set off against any compensation payable under this section any sums owed to it by any qualifying person.
- (6) Where, in the case of two or more qualifying persons, one of them (“the missing person”) cannot be found—
- (a) a claim for compensation under this section may be made by, and compensation may be paid to, the other qualifying person or persons, but
 - (b) the missing person is entitled to recover the missing person’s share of any compensation so paid from the other qualifying person or persons.
- (7) Regulations under this section may—
- (a) provide for the manner in which and the period within which claims for compensation under this section are to be made, and for the procedure to be followed in determining such claims,
 - (b) prescribe the form of any document required to be used for the purposes of or in connection with such claims, and
 - (c) provide for the determination of questions arising under the regulations.
- (8) In this section, “prescribed” means prescribed by regulations made by the Scottish Ministers.

31 Effect of work on rent

In assessing the rent to be payable under a Scottish secure tenancy by—

- (a) a tenant who has carried out work on the house,
- (b) a person who has succeeded that tenant in the tenancy, or
- (c) the spouse of a person mentioned in paragraph (b) or a person living with that person as husband and wife or in a relationship which has the characteristics of the relationship between husband and wife except that the persons are of the same sex,

no account is to be taken at any time of any improvement in the value or amenities of the house resulting from the work.