

# AGRICULTURAL HOLDINGS (SCOTLAND) ACT 2003

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## EXPLANATORY NOTES

### INTRODUCTION

#### **Part 1: Agricultural Tenancies**

##### ***Section 13: Written leases and the revision of certain leases***

48. The 2003 Act does not require that SLDTs or LDTs be entered into in writing. The general law on the constitution of leases and specific statutory provisions, for instance section 1 of the [Registration of Leases \(Scotland\) Act 1857 \(c. 26\)](#) as amended, which requires that long leases for terms exceeding 20 years are required for certain purposes to be entered into in writing and registered in the property registers, continue to apply.
49. This section provides for SLDTs and LDTs provision similar to section 4 of the 1991 Act in relation to 1991 Act tenancies. Subsection (1) provides landlords and tenants with the scope to produce a lease in writing, or to supplement a written lease which is incomplete in relation to certain matters. Subsection (2) sets these out: those matters specified in Schedule 1 to the 1991 Act, and fixed equipment (Section 16 – see paragraphs 54-58).
50. By virtue of subsection (3), if the lease is not concluded within 6 months of the service of notice to request that a lease in writing be entered into, the Land Court may determine the terms of the lease. Such terms as may be set include the existing terms of the tenancy, reasonable terms as to the matters which require to be specified, and additional terms as agreed and not inconsistent with the 2003 Act under subsections (4) and (5). Section 11 of the 2003 Act also empowers the Land Court to vary the rent payable under an SLDT or LDT when determining any matter under subsection (3).
51. Subsection (6) provides the Land Court with discretion to apply its determination from a later date if to do so would allow either landlord or tenant to remedy a situation that would otherwise have left them in breach of a term of their tenancy.