

# **AGRICULTURAL HOLDINGS (SCOTLAND) ACT 2003**

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## **EXPLANATORY NOTES**

### **INTRODUCTION**

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

##### ***Section 8: Continuation and termination of limited duration tenancies***

24. The section sets out the notice to quit procedures that are to apply to LDTs. Tenancies will continue to have effect where these procedures are not complied with.
25. Subsection (1) enables a landlord and tenant to terminate an LDT early by written agreement reached after the lease has commenced. Such an agreement must make provision for compensation due between the parties.
26. Subsections (2) to (5) and (11) act together to require the landlord to serve two notices on the tenant. The first is a notice of intention to terminate the tenancy (subsection (5) refers), to be served no more than 3 years nor less than 2 years before the term of the tenancy is due to expire. The landlord must then serve final notice to quit no more than 2 years nor less than one year before the term of the tenancy is due to expire (see subsections (3) and (4)). At least 90 days must separate the two notices.
27. Subsection (6) sets out that, where these requirements are not complied with, the tenancy will extend for a first short continuation period of 3 years. If, in this period, the same notice to quit requirements are not complied with, then the tenancy will extend again for a second short continuation period of 3 years (subsections (6) and (7) refer).
28. A different notice to quit procedure applies during the second short continuation period, as subsections (8) to (10) set out. Failure to comply with it will result in a long continuation of the lease (as defined by subsection (6)) for a further 15 years. In this instance, the service of preliminary notice to quit is not required and final notice to quit can be served at any time during the second short continuation period. As subsection (10) states, where notice to quit is served, the termination date is the final day of the second short continuation period or the date two years after notice to quit is given.
29. Where leases extend into a long continuation period, subsection (11) stipulates that the notice to quit requirements are the same as if it were a new LDT. So the service of both preliminary and final notice to quit is required before the lease can be terminated after a 15 year extension.
30. Subsections (13) and (14) set out the notice to be given by a tenant who wishes to terminate an LDT. The tenant must serve written notice at least 1 year and not more than 2 years before the expiry of the term or continuation of the tenancy (i.e. this is the same notice of intention to quit requirement as for tenants under 1991 Act tenancies (by virtue of section 21(3) of the 1991 Act)).

*These notes relate to the Agricultural Holdings (Scotland) Act  
2003 (asp 11) which received Royal Assent on 17 April 2003*

31. A landlord and tenant will be able to extend the term of an LDT by agreement at any time before its termination for any duration. The length of this extension may be as long or as short as the parties wish. This is provided for at subsection (15).