



# Agricultural Holdings (Scotland) Act 2003

## 2003 asp 11

### PART 1

#### AGRICULTURAL TENANCIES

### CHAPTER 2

#### GENERAL PROVISION AS TO NEW TYPES OF TENANCY

##### *Short limited duration tenancies and limited duration tenancies: general provision*

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

- (1) Where, in respect of a short limited duration tenancy or a limited duration tenancy—
- (a) there is not in force a lease in writing; or
  - (b) there is in force a lease in writing but—
    - (i) the lease does not contain provision for the matters mentioned in subsection (2)(a) or contains provision inconsistent with those matters; or
    - (ii) the lease contains provision inconsistent with section 16 (as read with section 5(2) to (4) of the 1991 Act),the landlord or tenant may give notice in writing to the other requesting that a lease in writing be entered into containing the matters mentioned in subsection (2).
- (2) Those matters are, as the case may be—
- (a) provision for all the matters specified in Schedule 1 to the 1991 Act (that Schedule applying for the purposes of this section as it does for the purposes of that Act) or provision consistent with those matters; or
  - (b) provision consistent with section 16.
- (3) If, within the period of 6 months after notice has been given under subsection (1), no such lease has been concluded, the terms of the lease may be determined by the Land Court.

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*Status: This is the original version (as it was originally enacted).*

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- (4) In such a determination, the Land Court—
- (a) is to specify the terms of the existing tenancy and, in so far as those terms do not make provision for the matters mentioned in subsection (2)(a) or make provision inconsistent with those matters or with section 16 (as read with section 5(2) to (4) of the 1991 Act), make such provision for those matters as appears to it to be reasonable; and
  - (b) may specify any further term of the tenancy which is—
    - (i) agreed between the landlord and the tenant; and
    - (ii) not inconsistent with any provision applying to the tenancy by virtue of this Act.
- (5) Any determination of the Land Court by virtue of this section or section 16 has effect as if—
- (a) the terms and provisions specified or made therein were contained in an agreement in writing between the landlord and the tenant; and
  - (b) such agreement had effect as from the date of the determination or from such later date as the determination may appoint.
- (6) If it appears to the Land Court that on the date of the determination the landlord or tenant would be in breach of any term of the tenancy so specified or made, the Court is to appoint such later date as would allow the landlord or, as the case may be, tenant to remedy the breach.