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SCHEDULE 2

Regulation 3(2)

NOTICE OF PROCEEDINGS FOR RECOVERY OF POSSESSION
(IN CASES WHERE GROUNDS INCLUDE RENT ARREARS)

- (a) This notice is to inform you, (name(s) of tenants(s) [or qualifying occupier]) that, being the landlord of the dwellinghouse at(address) may, at any time during the period of 6 months beginning on (see Guidance Notes), raise proceedings for possession of that dwellinghouse on the following ground(s):

.....

which is/are deemed to fall within the terms of paragraph(s) 1 [and] (see Guidance Notes) of Part 1 of schedule 2 to the Housing (Scotland) Act 2001.

We also inform you that we are seeking possession under the above ground(s) for rent arrears of (insert amount) and for the following additional reasons (if any):

.....

(state particulars of how the ground(s) arose: continue on additional sheets if required).

- (b) We have completed a number of steps called Pre-Action Requirements before issuing you with the notice. We have completed the boxes below to show you how we have met each Pre-Action Requirement.

- 1. The landlord has provided the tenant with clear information about the terms of tenancy agreement, the outstanding rent and any other outstanding financial obligation of the tenancy, including a description of any charges likely to be incurred if the money due is not paid.

Completed

<i>The landlord should note briefly here what information was provided, and on what dates.</i>
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- 2. The landlord has made reasonable efforts to provide the tenant with advice and assistance on whether the tenant may be able to get housing benefit or other financial help (such as benefits or grants).

Completed

<i>The landlord should note briefly here what advice and assistance was offered, and on what dates.</i>

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3. The landlord has provided the tenant with information on where to go for debt advice and assistance.

Completed

The landlord should note briefly here what information was provided, and on what dates.

4. The landlord has made reasonable efforts to agree with the tenant a reasonable plan for paying the money due and paying the rent in the future.

Completed

The landlord should briefly note the relevant details here, including dates.

5. The landlord has asked the tenant if they have made an application for housing benefit and, if they have done, the landlord has considered the likely effect of that application on the money due.

Completed

The landlord should note here the date enquiries were made, and brief details of its consideration of the tenant's housing benefit entitlement where applicable, including dates.

6. The landlord has considered whether the tenant is taking any other steps to pay the money due.

Completed

The landlord should note briefly here what other steps have been taken, if any, and brief details of its consideration of those steps.

7. The landlord has considered whether the tenant is keeping to an agreed plan for paying the money due and continuing to pay the rent.

Completed Not applicable

Where applicable, the landlord should briefly note the relevant details here, including dates.

8. *To be completed where the landlord is a Registered Social Landlord:*

The landlord has advised the tenant to contact their local authority about their housing situation.

Completed

The landlord should note here the date on which the tenant was advised to contact their local authority.

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If you need any further information or if you are the tenant and you disagree we have taken the steps set out above, you should contact us to discuss your concerns.

Signed

Date

GUIDANCE NOTES

This notice is a warning that the landlord may raise proceedings in the sheriff court to gain possession of the house you live in. It is not a notice to quit and it does not affect your right to continue living in the house or obligations to pay rent. You cannot be evicted from your house unless the sheriff grants a possession order.

These Notes are intended for guidance only. If you are at all uncertain about what this notice means or if you are unsure of your rights you should get advice as quickly as possible. You may be able to get this from the landlord, from your local Housing Advice Centre (which is independent of the landlord), a Citizens Advice Bureau, or from a solicitor. If you need to employ a solicitor, legal aid may be available depending on your income.

The date given in the notice is the earliest date on which the landlord can start court action for possession. After that date the landlord is allowed to start court action at any time during the following 6 months. If the landlord does not start court action in that 6 month period they would have to serve another one of these notices on you before they could start court action.

The law sets out the grounds on which the sheriff may order recovery of possession of your house. The landlord has explained in the notice the reason or reasons why they are considering taking court action and which paragraph(s) of Part 1 of schedule 2 to the Housing (Scotland) Act 2001 applies/apply.

The reason(s) given for seeking possession include(s) rent arrears. When seeking possession for this reason the landlord must have completed a number of steps called Pre-Action Requirements before issuing you with this notice. The landlord has explained above the steps they have taken to meet these Pre-Action Requirements.

[Text for notice to a tenant:

Your landlord will serve a notice on any qualifying occupiers who live with you. A qualifying occupier is a person who is 16 years old or more and occupies your house as their only or main home. This can be a lodger or someone you have assigned, sublet or given up the house or part of it to, with the landlord's consent. The qualifying occupier can be party to any court action by applying to the sheriff court. This allows the sheriff to consider a qualifying occupier's rights and the consequences of repossession for them.]*

[Text for notice to a qualifying occupier:

As a qualifying occupier, you have the right to play a part in any court action arising from this notice. You are entitled to have your rights considered and you or your representative will be able to put your point of view to the sheriff, for example, to explain the consequences of the repossession action for you.]*

If the landlord does take court action for possession, the sheriff will be concerned with whether the facts of the case are correct and, if so, whether it is reasonable that you should be evicted. In deciding whether it is reasonable, the sheriff must take into account all the circumstances of the case. The sheriff must also take into account the specific criteria set out in section 16 of the Housing (Scotland) Act 2001, which are broadly as follows:

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** Delete where not applicable*

- the nature, frequency and duration of the conduct leading to the eviction proceedings;
- [Text for ground 2: the nature, frequency and duration of the conduct for which the tenant, a person residing or lodging with them or a subtenant was convicted;]*
- how far the tenant was personally responsible for the conduct leading to the eviction proceedings or whether it was the consequence of acts or omissions by others;
- the effect of the conduct on others, for example, whether there are serious adverse consequences for other local residents; and
- whether the landlord has considered and, if appropriate tried, other courses of action to stop the conduct before opting for eviction.

The sheriff may decide not to grant a possession order, or may delay the decision or impose conditions which must be complied with. If a possession order is granted, the landlord will be able to evict you. If the landlord does evict you, it will not be under any obligation to re-house you. You should not assume that you will be entitled to be re-housed by the landlord or a local authority.

** Delete where not applicable*