

SCHEDULES

SCHEDULE 3

Sections 48 and 51.

GROUND S FOR RECOVERY OF POSSESSION OF HOUSES LET UNDER SECURE TENANCIES

PART I

GROUND S ON WHICH COURT MAY ORDER RECOVERY OF POSSESSION

- 1 —Rent lawfully due from the tenant has not been paid, or any other obligation of the tenancy has been broken.
- 2 —The tenant (or any one of joint tenants) or any person residing or lodging with him or any sub-tenant of his has been convicted of using the house or allowing it to be used for immoral or illegal purposes.
- 3 —The condition of the house or of any of the common parts has deteriorated owing to acts of waste by, or the neglect or default of, the tenant (or any one of joint tenants) or any person residing or lodging with him or any sub-tenant of his; and in the case of acts of waste by, or the neglect or default of, a person lodging with a tenant or by a sub-tenant of his, the tenant has not, before the making of the order in question, taken such steps as he ought reasonably to have taken for the removal of the lodger or sub-tenant. In this paragraph, "the common parts" means any part of a building containing the house and any other premises which the tenant is entitled under the terms of the tenancy to use in common with the occupiers of other houses.
- 4 —The condition of any furniture provided for use under the tenancy, or for use in any of the common parts (within the meaning given in paragraph 3), has deteriorated owing to ill-treatment by the tenant (or any one of joint tenants) or any person residing or lodging with him or any sub-tenant of his; and in the case of ill-treatment by a person lodging with a tenant or a sub-tenant of his the tenant has not, before the making of the order in question, taken such steps as he ought reasonably to have taken for the removal of the lodger or sub-tenant.
- 5 —The tenant and his spouse have been absent from the house without reasonable cause for a continuous period exceeding 6 months or have ceased to occupy the house as their principal home.
- 6 —The tenant is the person, or one of the persons, to whom the tenancy was granted and the landlord was induced to grant the tenancy by a false statement made knowingly or recklessly by the tenant.
- 7 —The tenant of the house (or any one of joint tenants) or any person residing or lodging with him or any sub-tenant of his has been guilty of conduct in or in the vicinity of the house which is a nuisance or annoyance and it is not reasonable in all the circumstances that the landlord should be required to make other accommodation available to him.

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

- 8 —The tenant of the house (or any one of joint tenants) or any person residing or lodging with him or any sub-tenant of his has been guilty of conduct in or in the vicinity of the house which is a nuisance or annoyance and in the opinion of the landlord it is appropriate in the circumstances to require the tenant to move to other accommodation.
- 9 —The house is overcrowded, within the meaning of section 135, in such circumstances as to render the occupier guilty of an offence.
- 10 —It is intended within a reasonable period of time to demolish, or carry out substantial work on, the building or a part of the building which comprises or includes the house, and such demolition or work cannot reasonably take place without the landlord obtaining possession of the house.
- 11 —The house has been designed or adapted for occupation by a person whose special needs require accommodation of the kind provided by the house and—
- (a) there is no longer a person with such special needs occupying the house; and
 - (b) the landlord requires it for occupation (whether alone or with other members of his family) by a person who has such special needs.
- 12 —The house forms part of a group of houses which has been designed, or which has been provided with or located near facilities, for persons in need of special social support, and—
- (a) there is no longer a person with such a need occupying the house; and
 - (b) the landlord requires it for occupation (whether alone or with other members of his family) by a person who has such a need.
- 13 —The landlord is a housing association which has as its object, or as one of its objects, the housing of persons who are in a special category by reason of age, infirmity, disability or social circumstances and the tenant (or one of joint tenants), having been granted a tenancy as a person falling into such a special category, has ceased to be in the special category, or for other reasons the accommodation in the house is no longer suitable for his needs, and the accommodation is required for someone who is in a special category.
- 14 —The interest of the landlord in the house is that of a lessee under a lease and that lease either—
- (a) has terminated, or
 - (b) will terminate within a period of 6 months from the date of raising of proceedings for recovery of possession.
- 15
- (a) The landlord is an islands council; and
 - (b) the house is—
 - (i) held by the council for the purposes of its functions as education authority; and
 - (ii) required for the accommodation of a person who is or will be employed by the council for those purposes; and
 - (c) the council cannot reasonably provide a suitable alternative house for the accommodation referred to in sub-paragraph (b)(ii); and
 - (d) the tenant (or any one of joint tenants) is, or at any time during the tenancy has been or, where the tenancy passed to the existing tenant under section 52, the previous tenant at any time during the tenancy was, employed by the council for the purposes of its functions as education

authority and such employment has terminated or notice of termination has been given.

- 16 —The landlord wishes to transfer the secure tenancy of the house to—
- (a) the tenant's spouse (or former spouse); or
 - (b) a person with whom the tenant has been living as husband and wife, who has applied to the landlord for such transfer; and either the tenant or (as the case may be) the spouse, former spouse or person, no longer wishes to live together with the other in the house.

PART II

SUITABILITY OF ACCOMMODATION

- 1 —For the purposes of sections 48(3) and 51(3), accommodation is suitable if—
- (a) it consists of premises which are to be let as a separate dwelling under a secure tenancy or under a protected tenancy within the meaning of the Rent (Scotland) Act 1984; and
 - (b) it is reasonably suitable to the needs of the tenant and his family.
- 2 —In determining whether accommodation is reasonably suitable to the needs of the tenant and his family, regard shall be had to—
- (a) its proximity to the place of work (including attendance at an educational institution) of the tenant and of other members of his family, compared with his existing house;
 - (b) the extent of the accommodation required by the tenant and his family;
 - (c) the character of the accommodation offered compared to his existing house;
 - (d) the terms on which the accommodation is offered to the tenant compared with the terms of his existing tenancy;
 - (e) if any furniture was provided by the landlord for use under the existing tenancy, whether furniture is to be provided for use under the new tenancy which is of a comparable nature in relation to the needs of the tenant and his family;
 - (f) any special needs of the tenant or his family.
- 3 —If the landlord has made an offer in writing to the tenant of new accommodation which complies with paragraph 1(a) and which appears to it to be suitable, specifying the date when the accommodation will be available and the date (not being less than 14 days from the date of the offer) by which the offer must be accepted, the accommodation so offered shall be deemed to be suitable if—
- (a) the landlord shows that the tenant accepted the offer within the time duly specified in the offer; or
 - (b) the landlord shows that the tenant did not so accept the offer, and the tenant does not satisfy the court that he acted reasonably in failing to accept the offer.