



# Crofters (Scotland) Act 1993

## 1993 CHAPTER 44

### *The conditions of tenure*

#### **5 The statutory conditions**

- (1) Every tenancy of a croft shall be subject to the conditions set out in Schedule 2 to this Act (in this Act referred to as “the statutory conditions”).
- (2) A crofter shall not be subject to be removed from the croft of which he is tenant except—
  - (a) where one year’s rent of the croft is unpaid;
  - (b) in consequence of the breach of one or more of the statutory conditions, other than the condition as to payment of rent; or
  - (c) in pursuance of any enactment, including any enactment contained in this Act.
- (3) Any contract or agreement made by a crofter by virtue of which he is deprived of any right conferred on him by any provision of this Act (other than sections 12 to 19, 21 and 37) shall to that extent be void unless the contract or agreement is approved by the Land Court.

#### **6 Rent**

- (1) The rent payable by a crofter as one of the statutory conditions shall be the yearly rent, including money and any prestations other than money, payable for the year current at the commencement of this Act or, in the case of a croft let after the commencement of this Act, fixed at the date of the letting, unless and until that rent is altered in accordance with the provisions of this Act.
- (2) The rent may be altered by agreement in writing between the landlord and the crofter to such amount and for such period as may be so agreed; and thereupon the rent so agreed shall be the rent payable by the crofter so long as the agreement subsists and thereafter so long as—
  - (a) no new agreement between the landlord and the crofter shall have been made; or
  - (b) no different rent shall have been fixed by the Land Court under this Act.

- (3) The Land Court may, on the application of the crofter or the landlord, determine what is a fair rent to be paid by the crofter to the landlord for the croft, and may pronounce an order accordingly; and the rent so fixed by the Land Court shall be the rent payable by the crofter as from the first term of Whitsunday or Martinmas next succeeding the decision of the Land Court:

Provided that—

- (a) where the rent payable for the croft has been fixed by the Land Court it shall not be altered, except by mutual agreement between the crofter and the landlord, for a period of 7 years from the term at which it first became payable; and
  - (b) where a croft is let after the commencement of this Act, the rent shall not be altered by the Land Court for a period of 7 years from the term at which it first became payable or for such longer period as may have been agreed upon between the crofter and the landlord.
- (4) Before determining what is a fair rent for a croft, the Land Court shall hear the parties and shall take into consideration all the circumstances of the case, of the croft and of the district, and in particular shall take into consideration any permanent or unexhausted improvements on the croft and suitable thereto which have been executed or paid for by the crofter or his predecessors in the tenancy.

## **7 Renunciation of tenancy**

- (1) A crofter shall be entitled, on one year's notice in writing to the landlord, to renounce his tenancy as at any term of Whitsunday or Martinmas.
- (2) If a crofter renounces his tenancy the landlord shall be entitled to set off all rent due or to become due against any sum found to be due by the landlord to the crofter or to the Secretary of State by way of compensation for permanent improvements made on the croft.

## **8 Assignment of croft**

- (1) A crofter shall not assign his croft—
- (a) to a member of his family unless he obtains the consent in writing of his landlord or, failing such consent, the consent in writing of the Commission on an application made to them;
  - (b) to a person other than a member of his family unless he obtains the consent in writing of the Commission on an application made to them.
- (2) A landlord who has given his consent in pursuance of subsection (1)(a) above shall notify the Commission of the assignment and the name of the assignee.
- (3) The Commission shall give notice to the landlord of any application made to them for their consent to the assignment of the tenancy of a croft and before deciding whether to give or to withhold their consent shall afford to the crofter and to the landlord an opportunity of making representations to them.
- (4) In considering any application made as aforesaid the Commission shall take into account the family and other circumstances of the crofter and of the proposed assignee of the croft and the general interests of the township in which the croft is situated.

- (5) Where a crofter assigns his croft otherwise than with the consent in writing of the Commission in a case where he is required to obtain such consent in pursuance of subsection (1) above, such assignation and any deed purporting so to assign the tenancy shall be null and void and the Commission may declare the croft to be vacant.
- (6) An assignation to which the Commission have given their consent under this section shall take effect at the term of Whitsunday or Martinmas first occurring not less than two months after the date on which such consent was intimated to the crofter, unless before the said term of Whitsunday or Martinmas, as the case may be, the crofter or his executor or legatee and the assignee jointly give to the Commission notice in writing that they do not intend to proceed with the assignation.
- (7) Any reference in this section to a croft shall include a reference to a part of a croft, being a part consisting of any right in pasture or grazing land deemed by virtue of section 3(4) of this Act to form part of a croft.

## **9 Sub-division of croft**

A crofter shall not, except with the consent in writing of the landlord and of the Commission, sub-divide his croft, and any sub-division of a croft otherwise than with such consent shall be null and void.