**PRIVATE RESIDENTIAL TENANCY**

**TENANT’S NOTIFICATION TO A LANDLORD OF A REFERRAL TO THE FIRST-TIER TRIBUNAL (the Tribunal) FOR FAILURE TO SUPPLY IN WRITING ALL TENANCY TERMS AND/OR ANY OTHER SPECIFIED INFORMATION**

*(Guidance notes to help Tenant(s) complete this form can be found in the ‘Guidance notes for tenants’ section)*

**Important: information for Landlord(s) – please read this notice carefully, including the ‘Guidance notes for landlords’ section.**

This notice informs you as a Landlord that your Tenant(s) wants to make an application to the Tribunal because you have failed to give them a copy of all the written terms of their tenancy and/or you have failed to give any other specified information.

The notice also tells you if your Tenant is looking for a payment order from the Tribunal. If a payment order is awarded, you may need to pay your Tenant up to a maximum of six months’ rent.

If you give your Tenant(s) all the required information before the date noted in Part 2, your Tenant(s) can’t make an application to the Tribunal .

**Advice -** If you have questions about this notice, contact one of the following:

your local council

Shelter Scotland

your local Citizen’s Advice Bureau

a solicitor

the Scottish Association of Landlords (a membership organisation)

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**Part 1 – Landlord(s) or Agent’s details**

To:

«nameOfLandlordOrAgent»

At:

«addressOfLandlordOrAgent»

**Part 2 – Tenant(s) details and missing information**

This gives you notice that:

«tenantNames»

At:

intends to make a referral to the Tribunal no earlier than

«intendedReferralDate» for:

«section10Failure» Failure to give me all the written terms of my tenancy under section 10 of the Act.

«section11Failure» Failure to give me the following information specified in the regulations under section 11 of the Act:

«section16Failure» A payment order under section 16 of the Act.

Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Tenant or Tenant’s agent *(if appropriate)*)

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address of Tenant’s agent *(if appropriate):*

«tenantAgentAddress»

**GUIDANCE NOTES FOR LANDLORDS ON NOTIFICATION OF A TENANT’S REFERRAL TO THE FIRST-TIER TRIBUNAL**

(These notes are for guidance only)

Your Tenant will use this notice if they have a private residential tenancy, as set out in the Private Housing (Tenancies) (Scotland) Act 2016[[1]](#footnote-1) (the Act), and you have failed to give them certain information.

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**YOUR RESPONSIBILITY TO PROVIDE WRITTEN TERMS AND OTHER INFORMATION.**

1. The Act says that a Landlord must give a Tenant a copy of all the written terms of their tenancy agreement no later than the day the tenancy starts, if those terms are not already in writing (section 10 of Private Housing (Tenancies) (Scotland) Act 2016).
2. The Landlord’s duty under section 10 is on-going, so if the terms of the tenancy change during the tenancy and the terms of the tenancy are no longer fully set out in writing, the Landlord must give the Tenant a new document explaining the new terms of their tenancy within 28 days of the change happening.
3. The Scottish Ministers also have a power to make regulations to state other specified information that a Landlord must give to a Tenant and the timescales for doing this (section 11 of Private Housing (Tenancies) (Scotland) Act 2016). The XXXXXXX Regulations 2017 state that if a Landlord does not use the most up-to-date version of the Scottish Government Recommended Model Tenancy Agreement to provide a Tenant with a copy of all the written terms of their tenancy, the Landlord must also give the Tenant a copy of the easy read notes which accompany the mandatory tenancy terms in the Scottish Government Model Tenancy Agreement. The easy read notes must be given to the Tenant no later than the day the tenancy starts.
4. If a Landlord fails to give written tenancy terms to the Tenant, or specified information, the Tenant can refer a case to the Tribunal.

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**NOTICE REQUIRED BEFORE YOUR TENANT CAN MAKE AN APPLICATION TO THE TRIBUNAL**

1. Your Tenant must give you at least 28 days’ notice before making an application to the Tribunal. When calculating the 28-day period, it starts on the day you received this notice from the Tenant, and ends on the day 28 days after it began.
2. A notice is only valid if it is served on you in one of the following ways:

* by hand delivery
* by sending it to you recorded delivery post to your address
* by emailing it to your current email address (if you have previously agreed that email is the preferred contact method)

1. Section 26 of the Interpretation and Legislative Reform (Scotland) Act 2010 applies which means that unless delivered personally, your Tenant must give you 48 hours to receive the notice. This delivery time should be included in the amount of notice your Tenant gives you. If your Tenant is sending this document by post or email, the date shown in Part 2 must be at least 30 days after the date on which they sent this notice.
2. For example, if your Tenant sends you this notice by recorded delivery post or email on 13 January, you would be expected to get this notice on 15 January and the 28 days’ notice period would run from 15 January until the end of the day on 11 February. That means the earliest date your Tenant could insert into Part 2 of this Notice and make a referral to the Tribunal would be 12 February. You can challenge the 48 hours delivery time, but you must give your Tenant evidence which shows the exact date you received this notice.

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**WHAT SHOULD YOU DO IF YOU RECEIVE THIS NOTICE?**

1. When you get this notice, you should try to give your Tenant the missing information as soon as possible. If you give your Tenant all the necessary information within the 28 days’ notice period, your Tenant can’t make a referral to the Tribunal regarding the missing information.

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**IF YOUR TENANT MAKES A REFERRAL TO THE TRIBUNAL**

1. The Act lets a Tenant apply to the Tribunal to make a ‘payment order’ against you if you fail to give them all the written terms of their tenancy and/or any other information required.
2. The Tribunal could order you to pay the Tenant up to a maximum of three months’ rent if you have failed to give your Tenant one of the following:
3. all the written terms of the tenancy agreement (section 10 of the Act)
4. any other information Scottish Ministers require you to give the Tenant (under section 11 of Private Housing (Tenancies) (Scotland) Act 2016)
5. If you have failed to give your Tenant both the terms of the tenancy required under section 10 and any other information required under section 11, the Tribunal could order you to pay the Tenant up to a maximum of six months’ rent.
6. If the failure is about the written terms of the tenancy, the Tribunal can give the Tenant(s) a document which explains all the terms of their tenancy, or, if there are already written terms of the tenancy, the Tribunal can declare them as accurate.
7. Any document that the Tribunal creates or declares as accurate will constitute all the terms of your Tenant’s tenancy.
8. The Act says that if there are joint Landlords, the Tribunal may make an order against all, some or only one of them. The total amount that a Tenant may get is the same as it would be if the Tenant had a sole Landlord. If a joint Tenant makes an application, the award made by the Tribunal will be divided by the number of joint Tenants so that even if the other joint Tenants make separate applications later, the total amount that you need to pay is the same as it would be if there were a sole Tenant.

**GUIDANCE NOTES FOR TENANTS ON NOTIFICATION OF A TENANT’S REFERRAL TO THE FIRST-TIER TRIBUNAL**

***(These notes are for guidance only)***

You will use this notice if you have a private residential tenancy, as set out in the Private Housing (Tenancies) (Scotland) Act 2016[[2]](#footnote-2) (the Act), and your Landlord has failed to give you certain information.

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**FURTHER GUIDANCE**

1. If you have questions about this notice, contact one of the following:

your local council

Shelter Scotland

your local Citizen’s Advice Bureau

a solicitor (you may be able to get legal aid depending on your income)

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**WHEN TO USE THIS NOTICE**

1. You use this notice to tell your Landlord that you want to make a referral to the Tribunal because they have failed to give you information the law says you must have. Where your Landlord uses a Letting Agent and the Agent is responsible for giving you this information, this notice may be served on the Agent instead of your Landlord.
2. Your Landlord must give you a copy of all the written terms of your tenancy agreement, if they are not already fully set out in writing (under section 10 of Private Housing (Tenancies) (Scotland) Act 2016).
3. Your Landlord’s duty under section 10 is on-going, so if the terms of your tenancy change during the tenancy and the terms of the tenancy are no longer fully set out in writing, your Landlord must give you a new document explaining the new terms of your tenancy within 28 days of the change happening.
4. The Scottish Ministers also have a power to make regulations to state other information that your Landlord must give you and the timescales for doing this (section 11 of Private Housing (Tenancies) (Scotland) Act 2016). The XXXXXXX Regulations 2017 state that if a Landlord does not use the most up-to-date version of the Scottish Government Recommended Model Tenancy Agreement to provide a Tenant with a copy of all the written terms of their tenancy, the Landlord must also give the Tenant a copy of the easy read notes which accompany the mandatory tenancy terms in the Scottish Government Model Tenancy Agreement. The easy read notes must be given to the Tenant no later than the day the tenancy starts.
5. You must serve this notice on your Landlord before you can take a case to the Tribunal because your Landlord has failed to provide you with:
6. all the written terms of your tenancy agreement; and/or
7. any other information Scottish Ministers have said they must give you.
8. If your Landlord uses a Letting Agent and the Agent is responsible for giving you the information, this notice may be served on the Agent instead of your Landlord.

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**GIVING THE RIGHT AMOUNT OF NOTICE**

1. You must give your Landlord 28 days’ notice if you want to take a case to the Tribunal. You can’t take a case to the Tribunal until the notice period has passed.
2. The notice period starts on the later of:

* the day your Landlord receives this notice from you
* the day after any deadline date

See ‘HOW TO SERVE THIS NOTICE’ section which provides important information on delivery times.

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**HOW TO COMPLETE THIS NOTICE**

1. As the Tenant you should complete Parts 1 and 2. You can tick more than one box in Part 2, depending on whether your Landlord has failed to provide you with:
2. all the written terms of your tenancy agreement
3. any of the other information Scottish Ministers have said they must give you under section 11
4. all the written terms **and** any other information required under section 11
5. You can apply to the Tribunal for a ‘payment order’ because of the missing information (there is more information on payment orders in ‘What Happens Next’ section). If you do not want to apply for a payment order, leave the third box in Part 2 blank.

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**HOW TO SERVE THIS NOTICE**

1. After you sign and date this notice you must make sure your Landlord gets it as soon as possible. If your Landlord uses a Letting Agent, this notice may be served on the Letting Agent instead of the Landlord. A notice can only be served on a Landlord or Agent in the following ways:-

* by handing it to them
* by sending it to them recorded delivery post to their address
* by emailing it to them at their current email address (if you have previously agreed that email is your preferred contact method)

1. If you have joint Landlords, you can serve this notice on any one of them.
2. Section 26 of the Interpretation and Legislative Reform (Scotland) Act 2010 applies which means that unless delivered personally, you must allow your Landlord 48 hours to receive the notice. This delivery time should be included in the amount of notice you give your Landlord. If you are sending this document by recorded delivery post or email, the date you insert into Part 2 must be a date which is at least 30 days after the date sent.
3. For example, if you move into a Let Property on a private residential tenancy on 12 January and your Landlord has failed to give you a written document with all your tenancy terms by the end of that day. If you send this notice by recorded delivery post or email on 13 January, your Landlord would be expected to receive this notice on 15 January and the 28 days’ notice period would run from 15 January until the end of the day on 11 February. That means the earliest date you could insert into Part 2 and make a referral to the Tribunal would be 12 February.
4. Your Landlord can challenge the 48 hour delivery time in section 26 of the Interpretation and Legislative Reform (Scotland) Act 2010, but they must give you evidence that shows the exact date they received this notice.

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**WHAT HAPPENS NEXT?**

1. If your Landlord fails to give you the missing information before the date shown in Part 2 of this form, you can make an application to the Tribunal.
2. If the failure is about the written terms of your tenancy, the Tribunal can give you a document which explains all the terms of your tenancy, or, if there are already written terms of the tenancy, they can declare them as accurate.
3. Any document that the Tribunal creates or declares as accurate will constitute all the terms of your tenancy.
4. The Tribunal could give you a payment order up to a maximum of three months’ rent if your Landlord has failed to give you one of the following:
5. all the written terms of your tenancy agreement (section 10)
6. any of the other information required (section 11)
7. If your Landlord fails to give you both the written terms of the tenancy and any other required information, the Tribunal could award you up to a maximum of six months’ rent.
8. If you are a joint Tenant and you each apply to the Tribunal, any payment order awarded to you by the Tribunal will be divided by the number of joint Tenants in the Let Property.
9. For example, if you live in the Let Property with two other Tenants and you each pay £200 per month rent (£600 in total per month), if you all apply to the Tribunal about the written terms of your tenancy and it awards you a maximum payment order of three months’ rent, each of you would receive £600 in total (£200 rent for each of the three months’ rent in the order). You do not all have to apply to the Tribunal at the same time. The other joint Tenants can make separate applications later if they want to, but the total amount the Landlord needs to pay is the same as it would be if there were a sole Tenant.

1. <http://www.legislation.gov.uk/asp/2016/19/contents/enacted> [↑](#footnote-ref-1)
2. <http://www.legislation.gov.uk/asp/2016/19/contents/enacted> [↑](#footnote-ref-2)