**NOTICE TO LEAVE**

**LANDLORD’S NOTICE TO A TENANT TO LEAVE UNDER SECTION 50(1)(a) OF THE PRIVATE HOUSING (TENANCIES) (SCOTLAND) ACT 2016**

**This version of the form is in place for emergency COVID-19 procedures (3 October 2020 to 31 March 2021)**

**Important information for the Tenant(s) - Please read this notice carefully.**

**Advice -** If you have questions about this notice, speak to your landlord or 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)

Homelessness - Speak to your local council if you're worried about having somewhere to live. They can advise you on your options.

This notice informs you, the Tenant, that your Landlord is giving you notice to leave the Let Property, and if you do not leave the property once the relevant notice period has expired, your Landlord can apply to the First-tier Tribunal for Scotland (the Tribunal) for an eviction order.

The amount of notice your Landlord must give you will depend on the eviction ground used. The notice period will either be 6 months, 3 months or 28 days and is indicated next to the ground used in Part 2 of this form.

**Part 1 – TENANT’S DETAILS**

To:

«tenantNames»

Of:

«address»

The tenant(s) has lived in the property since: «entryDate»

**Part 2 – EVICTION GROUND(S) BEING USED**

«iOrWe» your «landlordsOrAgentDescrption»:

«landlordsOrAgentNamesAndAddresses»

Inform you that if you choose not to leave the Let Property on the date shown in Part 4 of this notice, «iOrWeInline» intend to apply to the Tribunal for an eviction order in respect of the Let Property on the following ground(s) which is a ground(s) for eviction as set out in schedule 3 of the Private Housing (Tenancies) (Scotland) Act 2016:

«LANDLORD\_TO\_SELL» Your Landlord intends to sell the Let Property (6 months)

«LENDER\_TO\_SELL» The Let Property is to be sold by the mortgage lender (6 months)

«LANDLORD\_TO\_REFURBISH» Your Landlord intends to refurbish the Let Property (6 months)

«LANDLORD\_TO\_LIVE» Your Landlord intends to live in the Let Property (3 months)

«LANDLORD\_FAMILY\_MEMBER\_TO\_LIVE» Your Landlord’s family member intends to live in the Let Property (3 months)

«LANDLORD\_NON\_RESIDENTIAL\_PURPOSE» Your Landlord intends to use the Let Property for a non-residential purpose (6 months)

«RELIGIOUS»The Let Property is required for a religious purpose (6 months)

«YOU\_CEASE\_TO\_BE\_EMPLOYEE» You cease to be - or fail to become - an employee of the Landlord (6 months)

«YOU\_NO\_LONGER\_NEED\_SUPPORTED\_ACC» You no longer need supported accommodation (6 months)

«YOU\_NO\_LONGER\_OCCUPY» You are no longer occupying the Let Property (28 days)

«YOU\_BREACHED\_TERMS» You have breached a term(s) of your tenancy agreement (6 months)

«YOU\_RENT\_ARREARS» You are in rent arrears over three consecutive months (6 months)

«YOU\_CRIMINAL\_CONVICTION» You have a relevant criminal conviction (1 month)

«YOU\_ANTISOCIAL\_BEHAVIOUR» You have engaged in relevant antisocial behaviour (1 month)

«YOU\_ASSOCIATED\_CONVICTION\_OR\_ANTISOCIAL» You have associated in the Let Property with someone who has a relevant criminal conviction or has engaged in relevant antisocial behaviour (1 month)

«LANDLORD\_REGISTRATION\_REVOKED» Your Landlord has had their registration refused or revoked (3 months)

*«LANDLORD\_HMO\_REFUSED»*Your Landlord’s HMO licence has been revoked or renewal has been refused (3 months)

«LANDLORD\_OVERCROWDING\_NOTICE» An Overcrowding statutory notice has been served on your Landlord (6 months)

**Part 3 - DETAILS AND EVIDENCE OF EVICTION GROUND(S)**

«iOrWe» also inform you that «iOrWeInline» «areOrAm» seeking eviction under the above ground(s) for the following reasons:

[State particulars of how you believe the ground(s) have arisen – continue on additional sheets of paper if required. Please give as much detail as possible including relevant dates, and in cases of rent arrears insert the amount of arrears outstanding and the period over which it has built up.]

«reasonDetails»

It is important that the Tenant fully understands why you are seeking to evict them and that the action you are taking is justified. The provision of supporting evidence with this notice can help do that.

«iOrWe» attach the following evidence to support the eviction action:

«supportingEvidence»

**Part 4 – THE END OF THE NOTICE PERIOD**

An application will not be submitted to the Tribunal for an eviction order before «earliestTribunualDate». This is the earliest date that Tribunal proceedings can start and will be at least the day after the end date of the relevant notice period (6 months, 3 months or 28 days depending on the eviction ground).

Signed:

(Landlord(s) or Agent): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Dated: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**THIS IS AN IMPORTANT DOCUMENT AND YOU SHOULD KEEP IT IN A SAFE PLACE.**

**GUIDANCE NOTES FOR TENANTS ON THE NOTICE TO LEAVE**

(These notes are for guidance only)

Your Landlord will use this notice to leave if you have a private residential tenancy, as set out in the Private Housing (Tenancies) (Scotland) Act 2016[[1]](#footnote-1) (the Act), and your landlord wants you to leave the Let Property. If you disagree with the reason given by in the notice to leave given to you by your landlord, you do not need to leave your property until such times as your landlord has obtained an eviction order from the First-tier Tribunal (Housing and Property Chamber).

**This version of the Guidance Notes is in place for the duration of the emergency COVID-19 procedures (until 30 September 2020 unless extended)**

**DELIVERY OF THIS NOTICE**

1. Your Landlord must take steps to ensure that you receive this notice as soon as possible. A notice is only valid if it is given to you by your landlord in one of the following ways:

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

1. If your Landlord sends this notice to you by post or email, they must allow you 48 hours to receive it. This delivery time should be added on to the amount of notice your Landlord must give you. You can challenge the 48 hours’ delivery time, but you must give your Landlord evidence which shows the exact date you received this notice.
2. For example, if your Landlord sends this notice to you by recorded delivery post on 13 January, you would be expected to receive this notice on 15 January and the notice period will not start until 15 January.
3. If you have a joint tenancy, all the joint tenants must be named in Part 1 of this document or each Tenant must receive an individual copy of this notice.
4. Your landlord can also ask a Sheriff Officer to serve this notice on you either personally or by putting it through the letterbox of the let property and providing either witness or photographic evidence of when this was done.

**EVICTION GROUND(S) BEING USED**

**REQUIRED NOTICE PERIOD**

1. Your Landlord must give you the proper amount of notice to leave the Let Property. You can leave the property once the notice period has ended if you want. If you do not leave the property the Landlord can make an application to the First-tier Tribunal for Scotland Housing and Property Chamber for an eviction order which would allow you to be removed from the property.

The amount of notice your Landlord must give you will depend on the eviction ground used. The notice period will either be 6 months, 3 months or 28 days. Details of the amount of notice that your landlord must give you for each ground are detailed below:

Grounds that require 6 months’ notice

* Your Landlord intends to sell the Let Property
* The Let Property is to be sold by the mortgage lender
* Your Landlord intends to refurbish the Let Property
* Your Landlord intends to use the Let Property for a non-residential purpose
* The Let Property is required for a religious purpose
* You cease to be - or fail to become - an employee of the Landlord
* You no longer need supported accommodation
* You have breached a term(s) of your tenancy agreement
* You are in rent arrears over three consecutive months
* An Overcrowding Statutory Notice has been served on your Landlord

Grounds that require 3 months’ notice

* Your Landlord intends to live in the Let Property
* Your Landlord’s family member intends to live in the Let Property
* You have a relevant criminal conviction
* You have engaged in relevant antisocial behaviour
* You have associated in the Let Property with someone who has a relevant criminal conviction or has engaged in relevant antisocial behaviour
* Your Landlord has had their registration refused or revoked
* Your Landlord’s HMO licence has been revoked or renewal has been refused

Ground that requires 28 days’ notice

* You are no longer occupying the Let Property

**DETAILS AND EVIDENCE FOR EVICTION GROUND(S)**

1. Your Landlord should provide you with evidence to support the eviction action, particularly if they are using one of the following eviction grounds:

* Landlord intends to sell the Let Property
* Landlord intends to refurbish the Let Property
* Landlord intends to live in the Let Property
* Landlord’s family member intends to live in the Let Property
* Landlord intends to use the Let Property for a non-residential purpose.

1. If your Landlord applies to the Tribunal for an eviction order, the Tribunal will ask for this evidence when considering the application for an eviction order. The Tribunal must be satisfied that the eviction ground is established.

**MONEY ADVICE**

1. If you have fallen behind in your rent payments and would like money advice, you can contact your local council, Shelter Scotland or your local Citizen’s Advice Bureau.

**THE END OF THE NOTICE PERIOD**

**WHAT HAPPENS AT THE END OF THE NOTICE PERIOD?**

1. The date given in Part 4 of this notice is the earliest date that your Landlord can start eviction action at the Tribunal. From that date, your Landlord can start Tribunal action at any time during the following six months. If your Landlord does not start Tribunal action in that six-month period they would have to serve another notice on you before they could start eviction action at the Tribunal.
2. If you wish to leave the Let Property without requiring your Landlord(s) to obtain an eviction order from the Tribunal, your tenancy will come to an end on the later of either the date shown in Part 4 above, or the day you cease to occupy the property.

**IF YOU CHOOSE NOT TO LEAVE AT THE END OF THE NOTICE PERIOD**

1. If you choose not to leave the Let Property at the end of your notice period then, before you must leave your home, your Landlord must have done 2 things:

* Served on you a notice to leave (this notice) with the relevant notice period, and
* Obtained an eviction order from the Tribunal.

1. If the Tribunal grants an eviction order to your Landlord, and you choose not to leave the Let Property by the date specified in that eviction order, your Landlord can instruct Sheriff Officers to serve a document called a “Charge for Removing” on you, which sets a date by which you must leave the Let Property. You will usually get 14 days’ notice. If you do not leave by this date, the Sheriff Officers will remove you after giving you a further 2 days’ notice.
2. Remember that you are liable to pay rent for the Let Property until the notice period expires or you cease to occupy the property, whichever is later. If your Landlord has given you notice to leave, and you wish to end your tenancy before the notice period expires, you may be able to end your tenancy early, but this can only be done with your Landlord’s written agreement. If the Landlord does not agree, you will still have to pay rent for the Let Property until the end of the notice period, even if you have moved out. You should discuss this option with your Landlord if this is something you would like to do. If you decide to stay on after the expiry of the notice period, you are liable to pay rent until the date set in the eviction order.

**WRONGFUL TERMINATION OF TENANCY**

1. If you leave your home once the notice period has ended, or through an eviction order issued by the Tribunal, and you are not satisfied that your Landlord genuinely wanted their property back under the eviction ground(s) outlined in Part 2, you can apply to the Tribunal for a wrongful termination order against your Landlord for a compensation amount not exceeding 6 months’ rent. More information about this, including how to apply to the Tribunal, is available on the Tribunal’s website[[2]](#footnote-2).

**GUIDANCE NOTES FOR LANDLORDS ON THE NOTICE TO LEAVE**

(These notes are for guidance only)

You will use this notice to leave if your Tenant(s) has a private residential tenancy, as set out in the Private Housing (Tenancies) (Scotland) Act 2016[[3]](#footnote-3) (the Act), and you want them to leave the Let Property.

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**WHEN TO USE THIS NOTICE**

1. You may serve this notice on your Tenant only in the following circumstances:
2. Your Tenant has a private residential tenancy; and
3. You are seeking to secure repossession using one or more of the 18 eviction grounds listed in schedule 3 of the Act.

**GIVING THE RIGHT AMOUNT OF NOTICE**

1. You must give your Tenant the relevant amount of notice. The grounds and the notice periods that apply to them are detailed below:

Grounds that require 6 months’ notice

* You intend to sell the Let Property
* The Let Property is to be sold by the mortgage lender
* You intend to refurbish the Let Property
* You intend to use the Let Property for a non-residential purpose
* The Let Property is required for a religious purpose
* Your tenant ceases to be - or fails to become - an employee of you
* Your tenant no longer needs supported accommodation
* Your tenant has breached a term(s) of your tenancy agreement
* Your tenant is in rent arrears over three consecutive months
* An Overcrowding Statutory Notice has been served on you

Grounds that require 3 months’ notice

* You intend to live in the Let Property
* Your family member intends to live in the Let Property
* Your tenant has a relevant criminal conviction
* Your tenant has engaged in relevant antisocial behaviour
* Your tenant has associated in the Let Property with someone who has a relevant criminal conviction or has engaged in relevant antisocial behaviour
* You have had your registration refused or revoked
* Your HMO licence has been revoked or renewal has been refused

Ground that requires 28 days’ notice

* Your tenant is no longer occupying the Let Property

1. The notice period is calculated from the date the Tenant receives this notice (see ‘HOW TO GIVE THIS NOTICE’ section).

**HOW TO COMPLETE THIS NOTICE**

1. As Landlord you should complete Parts 1 to 4 of this notice.
2. If your Tenant does not leave the Let Property on the date shown in Part 4 of this notice, you will need to apply to the First-tier Tribunal for Scotland Housing and Property Chamber[[4]](#footnote-4) to obtain an eviction order for their removal. The Tribunal will ask you to provide evidence to support the eviction ground(s) you are using to evict your Tenant. It is advisable to include copies of any evidence along with this notice, in order to satisfy your Tenant that the eviction ground you are using is valid. This may encourage them to move out at the end of the notice period without you having to refer the case to the Tribunal.
3. If you end a tenancy or evict a Tenant wrongfully, by using an eviction ground which does not apply to the Let Property or the Tenant in question, they can refer the case to the Tribunal and you may be required to pay a compensation amount not exceeding 6 months’ rent.

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

**HOW TO GIVE THIS NOTICE**

1. After you sign and date this notice to leave form you must take steps to ensure your Tenant receives it as soon as possible. This notice must be given by you to the Tenant in one of the following ways:
2. by handing it to them
3. by sending it to them by recorded delivery post at the address of the Let Property
4. by emailing it to them at their current email address (if you have previously agreed that email is their preferred contact method).
5. Section 26 of the Interpretation and Legislative Reform (Scotland) Act 2010 applies, which means that unless delivered personally, you must allow your Tenant 48 hours to receive this notice. This delivery time should be added on to the amount of notice you give your Tenant. Your Tenant can challenge this, but they must provide you with evidence which shows the exact date they received this notice.
6. For example, if you are required to give your Tenant 6 months’ notice and you send the notice to leave by e-mail on 10 March, your Tenant will be expected to receive the notice on 12 March. The 6 month notice period will start on 12 March and end on 12 September. If your Tenant chooses not to leave the Let Property following the expiry of the notice period, the earliest date that you can submit an application to the Tribunal for an eviction order is 13 September. Another example is, if you are required to give your Tenant 28 days’ notice and you send the notice to leave by recorded delivery post on 23 January, your Tenant will be expected to receive the notice on 25 January. The 28 days' notice period will start on 25 January and end on 22 February. If your Tenant chooses not to leave the Let Property following the expiry of the notice period, the earliest date that you can submit an application to the Tribunal for an eviction order is 23 February.
7. If you have joint Tenants, all the Tenants must be named in Part 1 of this document or each Tenant must receive an individual copy of this notice.
8. You can also ask a Sheriff Officer to serve this notice on your Tenant(s) either personally or by putting it through the letterbox of the let property and providing either witness or photographic evidence of when this was done.

**THE END OF THE NOTICE PERIOD**

**WHAT HAPPENS AT THE END OF THE NOTICE PERIOD?**

1. If the Tenant chooses to leave the Let Property without requiring you to obtain an eviction order from the Tribunal, their tenancy will come to an end on the later of either the date shown in Part 4 of the notice, or the day they cease to occupy the property.
2. If your Tenant wishes to end their tenancy before the notice period expires, this can only be done with your written agreement.
3. If the Tenant chooses not to leave the Let Property at the end of their notice period then, before they have to leave, you must have done two things:

* Served on them a notice to leave (the notice which these notes refer to) with the relevant notice period; and
* Obtained an eviction order from the Tribunal

**IF THE TENANT CHOOSES NOT TO LEAVE AT THE END OF THE NOTICE PERIOD**

1. The date given in Part 4 of the notice is the earliest date that you can start eviction action at the Tribunal. From that date, you can start Tribunal action at any time during the following six months. If you do not start Tribunal action in that six-month period, you would have to serve another notice to leave on your Tenant before you could start eviction action at the Tribunal.
2. If the Tribunal grants an eviction order, and the Tenant chooses not to leave the Let Property by the date specified in that eviction order, a landlord can instruct Sheriff Officers to serve a “Charge for Removing” on their Tenant, which sets a date by which the Tenant must leave the Let Property. If the Tenant does not leave by this date, the Sheriff Officers will remove them after giving them a further two days’ notice.

**FURTHER GUIDANCE**

1. **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)

1. <http://www.legislation.gov.uk/asp/2016/19/contents/enacted> [↑](#footnote-ref-1)
2. <https://www.housingandpropertychamber.scot/> [↑](#footnote-ref-2)
3. <http://www.legislation.gov.uk/asp/2016/19/contents/enacted> [↑](#footnote-ref-3)
4. <https://www.housingandpropertychamber.scot/> [↑](#footnote-ref-4)