**NOTICE TO LEAVE**

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

**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.

Your Landlord must give you a minimum of 28 days’ notice, and may be required to give you 84 days’ notice, depending on how long you have occupied the Let Property and the grounds on which they intend to apply for eviction.

**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»:

Of:

«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

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

«LANDLORD\_TO\_REFURBISH» Your Landlord intends to refurbish the Let Property

«LANDLORD\_TO\_LIVE» Your Landlord intends to live in the Let Property

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

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

«RELIGIOUS»The Let Property is required for a religious purpose

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

«YOU\_NO\_LONGER\_NEED\_SUPPORTED\_ACC» You no longer need supported accommodation

«YOU\_NO\_LONGER\_OCCUPY» You are no longer occupying the Let Property

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

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

«YOU\_CRIMINAL\_CONVICTION» You have a relevant criminal conviction

«YOU\_ANTISOCIAL\_BEHAVIOUR» You have engaged in relevant antisocial behaviour

«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

«LANDLORD\_REGISTRATION\_REVOKED» Your Landlord has had their registration refused or revoked

*«LANDLORD\_HMO\_REFUSED»*Your Landlord’s HMO licence has been revoked or renewal has been refused

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

**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:

«reasonDetails»

«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 (28 days or 84 days depending on the eviction ground or how long you have occupied the Let Property).

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(a) (the Act), and your landlord wants you to leave the Let Property.

**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 included in the amount of notice your Landlord must give you.
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 Tribunal for an eviction order which would allow you to be removed from the property.

**If you have lived in the property for 6 months or less**

1. If you have lived in the Let Property for six months or less on the day you receive this notice, you must receive a minimum of 28 days’ notice regardless of what eviction ground your Landlord is using to evict you.

(a) <http://www.legislation.gov.uk/asp/2016/19/contents/enacted>

**If your landlord is evicting you because of your behaviour**

1. Regardless of how long you have lived in the property, you must receive a minimum of 28 days’ notice if the only eviction ground(s) mentioned in this notice is one (or more) of the following. You:

* are no longer occupying the Let Property
* have breached a term(s) of your tenancy agreement
* are in rent arrears over 3 consecutive months on the date when the Landlord applies to the Tribunal to have you evicted [please note that the Landlord may have served this notice on you before you have been in rent arrears for three consecutive months, if they believe that you will be in rent arrears over 3 consecutive months by the time the 28-days’ notice period has expired]
* have a relevant criminal conviction
* have engaged in relevant antisocial behaviour
* associate in the Let Property with someone who has a relevant criminal conviction or has engaged in relevant antisocial behaviour

**If you have lived in the property for more than 6 months and your Landlord is NOT evicting you because of your behaviour**

1. You must receive a minimum of 84 days’ notice if you have lived in the property for more than six months and ANY of the following eviction grounds are mentioned:

* Landlord intends to sell the Let Property
* Let Property to be sold by the mortgage lender
* 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
* Let Property required for a religious purpose
* You cease to be – or fail to become – an employee of the Landlord
* You no longer need supported accommodation
* Landlord has had their registration refused or revoked
* Landlord’s HMO licence has been revoked or renewal has been refused
* An Overcrowding Statutory Notice has been served on your Landlord

**EVICTION GROUNDS**

1. If your Landlord is using the eviction ground:

* Landlord intends to sell the Let Property
* Let Property to be sold by the mortgage lender
* Landlord intends to refurbish the Let Property
* Landlord intends to live in the Let Property
* Landlord intends to use the Let Property for a non-residential purpose
* Let Property required for a religious purpose
* You are no longer occupying the Let Property
* You have a relevant criminal conviction

the ground is mandatory which means that if the Tribunal decides that the eviction ground is established, the Tribunal must grant an eviction order. If an eviction order is granted, the Landlord will be able to evict you.

1. If your Landlord is using eviction ground:

* Landlord’s family member intends to live in the Let Property
* You no longer need supported accommodation
* You have breached a term(s) of your tenancy agreement
* You have engaged in relevant antisocial behaviour
* You associate in the Let Property with someone who has a relevant criminal conviction or has engaged in relevant antisocial behaviour
* Landlord has had their registration refused or revoked
* Landlord’s HMO licence has been revoked or renewal has been refused
* An Overcrowding Statutory Notice has been served on your Landlord

the ground is discretionary which means that even if the Tribunal is content that the eviction ground is established, it will still have to decide whether it is reasonable to evict you. In deciding whether it is reasonable, the Tribunal must consider all the circumstances of the case. The Tribunal may decide not to grant an eviction order or may delay its decision.

1. If your Landlord is using eviction ground: ‘you cease to be – or fail to become – an employee of the Landlord’, the Tribunal must grant an eviction order if the application for eviction was made within 12 months of you ceasing to be – or failing to become – an employee. The Tribunal may issue an eviction order if the eviction application is made after the 12-month period has elapsed.
2. If your Landlord is using the eviction ground: ‘you are in rent arrears over 3 consecutive months’, the Tribunal must grant an eviction order if both the following apply:

* the Tribunal establishes that for three or more months you have been continuously in arrears of rent
* on the day the Tribunal considers the case, the arrears were at least one month’s rent and were not due to a delay or failure in the payment of a relevant benefit

1. The Tribunal may grant an eviction order if you have been in arrears of rent for three or more months, and on the day the Tribunal considers the case, the arrears are less than one month’s rent.

**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.
2. If your Landlord is serving this notice on you because you are in rent arrears, they can serve this notice as soon as you fall into rent arrears. However, they will then have to wait until the arrears have built up over 3 consecutive months before they can make an application for an eviction order to the Tribunal.

**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.

**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(a) (the Act), and you want them to leave the Let Property.

**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 minimum notice periods are:
2. 28 days’ notice if the Tenant has been entitled to occupy the Let Property for six months or less (regardless of what eviction ground you are using), or
3. 28 days’ notice if the eviction ground (or grounds) you are using is one or more of the following (regardless of how long the Tenant has been entitled to occupy the Let Property):

* Tenant is no longer occupying the Let Property
* Tenant has breached a term(s) of their tenancy agreement
* Tenant is in rent arrears over three consecutive months on the date you apply to the Tribunal for an eviction order
* Tenant has a relevant criminal conviction
* Tenant has engaged in relevant anti-social behaviour
* Tenant associates with a person who has a relevant conviction or has engaged in relevant anti-social behaviour, or

1. 84 days’ notice if the Tenant has been entitled to occupy the Let Property for over six months and this notice does not rely exclusively on one or more of the eviction grounds outlined above in paragraph (b).
2. If you are serving this on your Tenant because they are in rent arrears, you can serve this notice as soon as your Tenant falls into rent arrears. You will then have to wait until the arrears have accrued over 3 consecutive months before you can make an application for an eviction order to the Tribunal.
3. The notice period is calculated from the date the Tenant receives this notice (see ‘HOW TO GIVE THIS NOTICE’ section).

(a) <http://www.legislation.gov.uk/asp/2016/19/contents/enacted>

**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 Tribunal 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 included into 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 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 21 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 22 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.

**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)