

This is an example of the form that your lender will use to demonstrate to court that they have complied with all the pre-action requirements required before your home can be repossessed.

In this form:

- **“A.B.” refers to the mortgage lender**
- **“C.D.” refers to the mortgage holder**
- **“E.F.” refers to another party, for example a partner of the mortgage holder, who may also be liable for the mortgage**
- **“G.H.” refers to another party who may have been instructed by the mortgage lender to claim the debt owed under the mortgage agreement**

Form 11C

Rule 3.4.3(2)

Form of certificate of completion of pre-action requirements

Certificate of completion of pre-action requirements in an application under [insert reference to provision or provisions under which application is made] of the property at *(insert address of security subjects)*.

in the cause

SHERIFFDOM OF *(insert name of sheriffdom)*

AT *(insert place of sheriff court)*

[A.B.], *(insert designation and address)*, Pursuer

against

[C.D.], *(insert designation and address)*, Defender

Court ref. no:

(Insert name of pursuer), pursuer and creditor in the security with *(insert name of defender)*, the defender, in respect of the premises at *(insert address of security subjects)* aver(s) that the pre-action requirements, have been complied with *(tick boxes to confirm)*—

1. As soon as reasonably practicable upon the defender entering into default, the pursuer provided the defender with clear information about —
- (a) the terms of the security;
 - (b) the amount due to the pursuer under the security, including any arrears and any charges in respect of late payment, broken down so as to show—
 - (i) the total amount of the arrears;
 - (ii) the total outstanding amount due including any charges already incurred;
 - (c) the nature and the level of any charges that may be incurred by virtue of the contract to which the security relates if the default is not remedied; and
 - (d) any other obligation under the security in respect of which the defender is in default.

Please provide details of (a) the date on which the information mentioned in 1(a) was provided; and (b) how the requirements of 1(b), (c) and (d) were complied with including a copy of the information provided under those paragraphs:

3. The pursuer has made reasonable efforts to agree with the defender proposals in respect of future payments to the pursuer under the security and the fulfilment of any other obligation under the security in respect of which the defender is in default, including—
- (a) making reasonable attempts to contact the defender to discuss the default;
 - (b) providing the defender with details of any proposals made by the pursuer, set out in such a way as to allow the defender to consider the proposal;
 - (c) allowing the defender reasonable time to consider any proposals made by the pursuer;
 - (d) notifying the defender within a reasonable time of any decision taken by the pursuer to accept or reject a proposal made by the defender and, where the pursuer rejects such proposal, the pursuer has provided reasons for rejecting the proposal in writing within 10 working days of notifying the defender it is rejecting the proposal;
 - (e) considering the affordability of any proposal for the defender taking into account, where known to the pursuer, the defender's personal and financial circumstances.

Provide details:

- *3. Where the defender has failed to comply with a condition of an agreement reached with the pursuer in respect of any proposal and the defender has not previously failed to comply with a condition of the agreement—
- (a) the pursuer has given the defender notice in writing of its decision to make an application under [*insert reference to provision or provisions under which application is made*] and the ground of the proposed application before making the application;
 - (b) the pursuer has not made an application before the expiry of 15 working days**, beginning with the date on which the defender is deemed to have received the notice referred to at paragraph (a);
 - (c) the default by the defender in respect of which the application is intended to be made has not been remedied during that notice period.

Provide details of the defender's failure to comply with a condition of the agreement:

*Indicate here if not applicable

**In this paragraph, "working day" means a day that is not a Saturday or Sunday, or any day that is a bank holiday under the Banking and Financial Dealings Act 1971(a) in any part of the United Kingdom.

4. The defender has not taken steps that are likely to result in—
- (a) the payment to the pursuer within a reasonable time of any arrears, or the whole amount, due to the pursuer under the security; and
 - (b) fulfilment by the defender within a reasonable time of any other obligation under the security in respect of which the defender is in default.

Indicate what (if any) steps have been taken by the defender and why those steps are not considered to be effective:

5. The pursuer has provided the defender with information about sources of advice and assistance in relation to management of debt, including—
- (a) where the security is regulated, any relevant information sheet published by the appropriate regulatory body;
 - (b) a local citizens advice bureau or other advice organisation; and
 - (c) the housing department of the local authority in whose area the property which is subject to the security is situated.
6. The pursuer has encouraged the defender to contact the local authority in whose area the security subjects are situated.
7. The pursuer has had regard to any guidance issued by the Scottish Ministers.

(Signed)

[X.Y.], *(add designation and business address)*
Pursuer's solicitor