

FORM AT2: FOR USE ONLY BY A LANDLORD

ASSURED TENANCIES

AT2

HOUSING (SCOTLAND) ACT 1988

NOTICE BY LANDLORD UNDER SECTION 24(1) OF AN INCREASE OF RENT
UNDER AN ASSURED TENANCY

IMPORTANT: INFORMATION FOR TENANT(S)

This notice informs you as tenant(s) that your landlord(s) wish(es) to increase the rent for your assured tenancy. The new rent will take effect unless you reach an agreement with your landlord that the rent should be a different amount or unless you refer this notice to the First-tier Tribunal for Scotland Housing and Property Chamber (the Tribunal) for a rent determination using form AT4. If you do apply to the Tribunal or reach an agreement with your landlord you must do so before the date on which the new rent is due to take effect. You should give your landlord your response to the proposed new rent by returning Part 3 of this notice to the Landlord.

Please read this notice carefully before responding

Part 1 To
(name of tenant(s))

of
.....
.....
(address of tenant(s))

NOTE 1 TO TENANT.
YOUR LANDLORD MUST GIVE YOU AT LEAST THE FOLLOWING AMOUNT OF NOTICE OF A RENT INCREASE. IF THE ASSURED TENANCY IS FOR 6 MONTHS OR MORE, 6 MONTHS' NOTICE MUST BE GIVEN. IF THE TENANCY IS FOR LESS THAN 6 MONTHS, THE NOTICE GIVEN MUST BE THE SAME LENGTH AS THE ORIGINAL TENANCY BUT CANNOT BE LESS THAN ONE MONTH.

Part 2. This gives you notice that
(name of landlord)

of
.....
.....
(address of landlord)

proposes to charge a new rent of £
[per year]* [per month]* [per
week]* for your tenancy of the house at the address in Part 1.

The new rent is to take effect from (date)

Signed (Landlord(s)/Landlord's Agent)

Date

Address of Agent (if appropriate)

.....
.....

IMPORTANT: FOR THE ATTENTION OF TENANT(S) NOTES 2 TO 4

2. A LANDLORD MAY PROPOSE A NEW RENT BY THIS MEANS ONLY IF THE TENANCY IS A STATUTORY ASSURED TENANCY. IF YOU ARE IN DOUBT ABOUT WHAT KIND OF TENANCY YOU HAVE YOU SHOULD CONSULT A SOLICITOR OR AN ORGANISATION WHICH GIVES ADVICE ON HOUSING MATTERS.

3. THE PROPOSED NEW RENT WILL TAKE EFFECT ON THE DATE SPECIFIED UNLESS YOU REACH SOME OTHER AGREEMENT WITH YOUR LANDLORD OR UNLESS YOU REFER THE NOTICE TO THE TRIBUNAL FOR A RENT DETERMINATION BEFORE THE DATE ON WHICH THE NEW RENT TAKES EFFECT.

4. IF YOU DECIDE TO REFER THIS NOTICE TO THE TRIBUNAL YOU MUST DO SO USING FORM AT4 (OBTAINABLE FROM THE TRIBUNAL, RENT SERVICE SCOTLAND, CITIZENS ADVICE BUREAU OR HOUSING ADVISORY CENTRE). THE APPLICATION SHOULD BE MADE TO THE TRIBUNAL.

*delete as appropriate.

IMPORTANT: FOR THE ATTENTION OF TENANT(S) NOTES 5 TO 7

5. YOUR LANDLORD CANNOT INCREASE YOUR RENT BY THIS METHOD MORE OFTEN THAN ONCE EVERY 12 MONTHS.

6. DETACH PART 3 AND RETURN IT TO YOUR LANDLORD AS SOON AS POSSIBLE. HOWEVER IF YOU WISH TO DISCUSS THE PROPOSED NEW RENT WITH YOUR LANDLORD DO NOT COMPLETE PART 3 NOW. BUT REMEMBER IF YOU DECIDE TO REFER THE NEW RENT TO THE TRIBUNAL OR SEEK TO REACH SOME OTHER AGREEMENT WITH YOUR LANDLORD YOU MUST DO SO BEFORE THE DATE ON WHICH THE NEW RENT IS DUE TO TAKE EFFECT.

7. THIS IS AN IMPORTANT DOCUMENT AND IT SHOULD BE KEPT IN A SAFE PLACE.

Part 3. (This part is for the use of the tenant).

To
(landlord/landlord's agent)

*I/We acknowledge receipt of the notice AT2 dated20..... and give you notice that

*I/We accept the new rent to apply from

..... 20.....

*I/We do not accept the new rent to apply from

..... 20.... and

propose to refer the matter to the Tribunal for a rent determination.

Signed (Tenant/Tenant's agent)

(If the tenancy is a joint tenancy all tenants or their agents should sign)

Date

Address of tenant's agent(s) (if appropriate)

.....
.....
.....

*delete as appropriate.