

FORM AT 6: FOR USE ONLY BY A LANDLORD

ASSURED TENANCIES

AT 6

**HOUSING (SCOTLAND) ACT 1988
AS AMENDED BY PARAGRAPH 85 OF SCHEDULE 17
TO THE HOUSING ACT 1988**

**NOTICE UNDER SECTION 19 OF INTENTION
TO RAISE PROCEEDINGS FOR POSSESSION**

IMPORTANT: INFORMATION FOR TENANT(S)

This notice informs you as tenant that your landlord intends to apply to the Sheriff for an Order for possession of the house at the address in Part 1, which is currently occupied by you.

Part 1 To
(name of tenant (s))
of
.....
.....
.....
(address of house)

NOTE 1 TO TENANT.

IF YOU ARE UNCERTAIN ABOUT WHAT THIS NOTICE MEANS, OR IF YOU ARE IN DOUBT ABOUT ANYTHING IN IT, OR ABOUT ITS VALIDITY OR WHETHER IT IS FILLED IN PROPERLY YOU SHOULD IMMEDIATELY CONSULT A SOLICITOR OR AN ORGANISATION WHICH GIVES ADVICE ON HOUSING MATTERS. YOU MAY ALSO FIND IT HELPFUL TO DISCUSS THIS NOTICE WITH YOUR LANDLORD.

Part 2 I/we [on behalf of]* your landlord(s)

.....
(name(s) of landlord(s))

of

.....

.....
(address and telephone number of landlord(s))

inform you that I/we* intend to raise proceedings for possession of the house at the address in part 1 above on the following ground/grounds* being a ground/grounds* for possession as set out in Schedule 5 to the Housing (Scotland) Act 1988.

.....

.....

.....

(Give the ground number(s) and fully state ground(s) as set out in Schedule 5 to the Housing (Scotland) Act 1988: continue on additional sheets of paper if required)

NOTE 2 TO TENANT.

A FULL LIST OF THE 17 GROUNDS FOR POSSESSION IS IN SCHEDULE 5 TO THE HOUSING (SCOTLAND) ACT 1988

Part 3. I/we also inform you that I/we are seeking possession under the above ground/grounds* for the following reasons:-

.....

.....

.....

.....

(State particulars of how you believe the ground(s) have arisen: continue on additional sheets of paper if required)

* delete as appropriate

NOTE 3 TO TENANT.

YOUR LANDLORD MUST GIVE YOU PROPER NOTICE BETWEEN SERVING THIS NOTICE AND RAISING COURT PROCEEDINGS. IF ANY OF GROUNDS 1, 2, 5, 6, 7, 9 AND 17 APPLY, WITH OR WITHOUT OTHER GROUNDS, 2 MONTHS NOTICE MUST BE GIVEN. YOUR LANDLORD MUST ALSO GIVE YOU 2 MONTHS NOTICE IF YOUR TENANCY IS A SHORT ASSURED TENANCY AND YOUR LANDLORD IS SEEKING REPOSSESSION ON THE GROUND THAT THE TENANCY PERIOD HAS EXPIRED. IF ONLY OTHER GROUNDS APPLY, ONLY 2 WEEKS NOTICE NEED BE GIVEN.

Part 4. Proceedings will not be raised before (date) (which is the earliest date at which proceedings can be raised under Section 19 of the Housing (Scotland) Act 1988)

Signed (Landlord(s) or Landlord's agent)

Date

* delete as appropriate

NOTE 4 TO TENANT.

IF YOUR LANDLORD DOES NOT RAISE COURT PROCEEDINGS THIS NOTICE AT6 WILL CEASE TO HAVE EFFECT 6 MONTHS AFTER THE EARLIEST DATE ON WHICH COURT PROCEEDINGS COULD HAVE BEEN RAISED (SEE PART 4 OF THE NOTICE).

NOTE 5 TO TENANT.

IF YOU WANT TO CONTEST YOUR LANDLORD'S INTENTION TO REPOSSESS YOUR HOME, YOU ARE STRONGLY ADVISED TO TAKE LEGAL ADVICE WITHOUT DELAY AND BEFORE THE EXPIRY OF THE TIME LIMIT GIVEN BY THE NOTICE. HELP WITH ALL OR PART OF THE COST OF LEGAL ADVICE MAY BE AVAILABLE UNDER THE LEGAL AID LEGISLATION.

NOTE 6 TO TENANT.

REMEMBER BEFORE YOU MUST LEAVE YOUR HOME, YOUR LANDLORD MUST HAVE DONE 3 THINGS:

- 1. SERVED ON YOU A NOTICE TO QUIT (NOTE CAREFULLY THAT THIS MAY HAVE BEEN SERVED AT AN EARLIER STAGE IN THE TENANCY TO CHANGE THE TENANCY FROM A CONTRACTUAL TO A STATUTORY ASSURED TENANCY); AND**
- 2. SERVED ON YOU AN AT6 (THIS NOTICE); AND**
- 3. OBTAINED A COURT ORDER.**

NOTE 7 TO TENANT.

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

ASSURED TENANCIES

HOUSING (SCOTLAND) ACT 1988

NOTES FOR LANDLORDS TO BE READ WITH NOTICE AT6. THESE NOTES ARE FOR GUIDANCE ONLY AND ARE NOT A DEFINITIVE INTERPRETATION OF THE LAW.

WHEN TO USE THIS NOTICE

1 You should use this notice only when you wish to inform your tenant that you intend to raise proceedings to take possession of the house which is or was the subject of an assured tenancy agreement between you and the tenant.

GAINING POSSESSION - THE THREE MUSTS

2. Before you may gain possession of your tenants' house, you **must** do three things:
 - a. serve on the tenant a Notice to Quit. (This may have been served at an earlier stage when you terminated the contractual tenancy and a statutory assured tenancy arose. If a Notice to Quit was served earlier you need not serve another);
 - b. serve on the tenant a notice (AT6) indicating that you intend to raise proceedings to gain possession; and
 - c. obtain an Order for possession from the courts.
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THE GROUNDS FOR POSSESSION

3. The Sheriff will only grant you possession if you can establish:
 - a. that one of the grounds for possession as set out in Schedule 5 to the Housing (Scotland) Act 1988 applies, or;
 - b. that the tenancy in question is a short assured tenancy and the tenancy period has expired.
 4. The grounds for possession fall into two groups;
 - 4.1 those which are mandatory; that is to say if they are established the Sheriff must grant you an order for possession; and
 - 4.2 those which are discretionary; that is to say even if they are established the Sheriff will grant you an order for possession only if he judges it reasonable to do so.
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MANDATORY GROUNDS

5. The mandatory grounds are as follows:

5.1 **Ground 1** is that you need the property for yourself or your wife or husband for use as your principal home. You will also have to satisfy the Sheriff that either the house was your only or principal home before you granted the tenancy or that you became the landlord after the beginning of the tenancy but not through buying the house in question or acquiring it in exchange for anything of value. This ground will apply only if you gave the tenant notice in writing before the beginning of the tenancy that possession might be recovered on this ground, unless the sheriff judges it to be reasonable to waive this requirement.

5.2 **Ground 2** is that the house is subject to a heritable security (a mortgage) and the lender, for example a bank or building society, is entitled to sell the house because of your failure to keep to the conditions of the loan. This ground will apply only if you gave the tenant notice in writing before the beginning of the tenancy that possession might be recovered on this ground, unless the sheriff judges it to be reasonable to waive this requirement.

5.3 **Ground 3** is that the house was let for a specified period of 8 months or less, having been occupied as a holiday home during the previous 12 months. This ground will apply only if you gave the tenant notice in writing before the beginning of the tenancy that possession might be recovered on this ground.

5.4 **Ground 4** is that the house was let for a specified period of 12 months or less, having been let to students by a specified educational institution during the previous 12 months. The Educational Institutions concerned are specified by the Secretary of State. This ground will apply only if you gave the tenant notice in writing before the beginning of the tenancy that possession might be recovered on this ground.

5.5 **Ground 5** is that the house is let to a minister or full time lay missionary in connection with his work and is required for that purpose. This ground will apply only if you gave the tenant notice in writing before the beginning of the tenancy that possession might be recovered on this ground

5.6 **Ground 6** is that you require possession in order to demolish or substantially reconstruct the house, or to carry out substantial improvement works on the house, and that the work can be carried out only if the tenant gives up possession, or (if the work could have been carried out if the tenant agreed either to a change in the terms of his tenancy or to accept a tenancy of only part of the house the tenant has refused the alternative). This ground will not apply if you became the landlord after the beginning of the tenancy through buying the house in question or acquiring it in exchange for anything of value. If possession is granted on this ground you must pay the tenant reasonable expenses of removing.

5.7 **Ground 7** is that the tenancy has been succeeded to by the new tenant under the will or intestacy (disposal of property where no valid will was left) of the original tenant. If possession is sought under this ground proceedings must take place within 12 months of the death of the original tenant or of the date on which you learned of his death. The acceptance of rent from a new tenant will not affect your right to repossess unless you agree in writing to a new rent or to a change in the tenancy agreement. **Note carefully** that this ground does not apply if someone is left the tenancy under the will or intestacy of their husband or wife who was the original tenant (that is the husband or wife did not themselves succeed to the tenancy)

5.8 **Ground 8** is that at least 3 months' rent is in arrears both on the date on which the notice of intention to seek possession of the house was served and at the date of the court hearing.

DISCRETIONARY GROUNDS

6. The discretionary grounds are as follows:

6.1 **Ground 9** is that suitable alternative accommodation is available or will be available for the tenant when repossession takes place.

Note carefully that what qualifies as suitable alternative accommodation is set out in the Housing (Scotland) Act 1988 (Schedule 5 Part III).

If you are granted possession on this ground you must pay the tenant reasonable expenses of removing.

6.2 **Ground 10** is that the tenant has given Notice to Quit which has expired but he has not moved out. An order for possession on this ground must be sought by you not later than 6 months after the expiry of the Notice to Quit which was served by the tenant.

6.3 **Ground 11** is that the tenant has persistently delayed paying rent.

6.4 **Ground 12** is that some rent is unpaid at the start of court proceedings and at the time of serving of the notice of intention to take possession proceedings.

6.5 **Ground 13** is that any obligation of the tenancy (other than payment of rent) has been broken or not performed by the tenant.

6.6 **Ground 14** is that the tenant or anyone living with him has allowed or caused damage to the house or common parts of the buildings in which the house is situated.

6.7 **Ground 15** is that the tenant or anyone living with him has caused a nuisance or annoyance to neighbours or has been convicted of immoral or illegal use of the premises.

6.8 **Ground 16** is that the tenant or anyone living with him has damaged the furniture or allowed it to become damaged.

6.9 **Ground 17** is that the house was let to the tenant because he was employed by you the landlord, and the tenant is no longer employed by you.

REPOSSESSION ON THE EXPIRY OF A SHORT ASSURED TENANCY

7. If you seek possession of a house let on a short assured tenancy you must satisfy the Sheriff that the tenancy has been terminated at its expiry date. This can only be done by serving a valid Notice to Quit. You must also show that you have given the tenant at least 2 months' notice of your intention to repossess. If you establish these points, the Sheriff must grant you an order for possession. **Note carefully** a short assured tenancy can also be repossessed using any of the grounds **1-17**.

NOTICE TO BE GIVEN TO THE TENANT

8. The amount of notice which you must give between the serving of Notice AT6 and the raising of proceedings in court depends on the ground or grounds on which you are seeking possession. If any of grounds 1, 2, 5, 6, 9 and 17 apply, whether with or without other grounds, you must give 2 months' notice. You must also give 2 months' notice if you are seeking repossession of a short assured tenancy under Section 33 of the Housing (Scotland) Act 1988. If only other grounds apply, you need give only 2 weeks' notice.

EVICTION MUST BE CARRIED OUT LEGALLY

9. It is a criminal offence for anyone to evict a tenant without a court order or to try to make him leave by intimidation, violence, withholding services such as gas or electricity or any other sort of interference. It is not a defence for a landlord to say he did not intend his actions to harass the tenant or force him to leave. An offence **will** still have occurred if he **should** reasonably have known that his actions would be taken to be harassment by the tenant. A landlord found guilty of illegal eviction may be liable to pay damages to the evicted tenant; and the level of damages awarded **will** be based on the financial benefit to the landlord from having a house with vacant possession instead of a sitting tenant.

LIFESPAN OF NOTICE AT6

10. Notice AT6 ceases to have effect 6 months after the earliest date on which the proceedings for possession to which it relates could have been raised. This means that Notice AT6 cannot be relied upon 6 months and 2 weeks or 8 months from the date of its serving, depending on the grounds involved.

HOW TO SERVE THIS NOTICE

11. After you sign and date Notice AT6 you must take steps to ensure your tenant receives it as soon as possible thereafter and you should make sure your tenant knows whether subsequent correspondence should be sent to you or to an agent who deals with your affairs.

A Notice can be served validly on a tenant only in the following ways:

- a. by delivering it to him; or
 - b. by leaving it at his last known address; or
 - c. by sending it by recorded delivery letter to him at that address.
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FURTHER GUIDANCE

12. If you are uncertain about the terms of this Notice or its validity or how it should be completed or uncertain about how to apply for a court order, you should consult a solicitor or any organisation which gives advice on housing matters.