
Changes to legislation: There are currently no known outstanding effects for the Cost of Living (Tenant Protection) (Scotland) Act 2022, Paragraph 4. (See end of Document for details)

SCHEDULE 2 PROTECTION AGAINST EVICTION

Safeguards for landlords: substantial rent arrears and financial hardship

- 4 (1) The Private Housing (Tenancies) (Scotland) Act 2016 applies in accordance with the modifications in this paragraph.
- (2) Section 54(3)(b) has effect as if after sub-paragraph (iii) there were inserted—
“(iiia) that the tenant has substantial rent arrears,”.
- (3) Schedule 3 has effect as if—
(a) after paragraph 1 there were inserted—

“Landlord intends to sell property to alleviate financial hardship

- 1A (1) It is an eviction ground that the landlord intends to sell the let property to alleviate financial hardship.
- (2) The First-tier Tribunal may find that the ground named by [sub-paragraph \(1\)](#) applies if—
(a) the landlord—
(i) is entitled to sell the let property,
(ii) is suffering financial hardship, and
(iii) intends to alleviate that hardship by selling the let property for market value, or at least put it up for sale, within 3 months of the tenant ceasing to occupy it, and
(b) the Tribunal is satisfied that it is reasonable to issue an eviction order.
- (3) Evidence tending to show that the landlord has the intention mentioned in [sub-paragraph \(2\)\(a\)\(iii\)](#) includes (for example)—
(a) a letter of advice from an approved money advisor or a local authority debt advice service,
(b) a letter of advice from an independent financial advisor,
(c) a letter of advice from a chartered accountant,
(d) a letter of engagement from a solicitor or estate agent concerning the sale of the let property,
(e) a recently prepared document that anyone responsible for marketing the let property would be required to possess under section 98 of the Housing (Scotland) Act 2006 were the property already on the market, and
(f) an affidavit stating that the landlord has that intention.”.
- (b) after paragraph 4 there were inserted—

“Landlord intends to live in property to alleviate financial hardship

- 4A (1) It is an eviction ground that the landlord intends to live in the let property to alleviate financial hardship.

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- (2) The First-tier Tribunal may find that the ground named by [sub-paragraph \(1\)](#) applies if—
- (a) the landlord—
 - (i) is suffering financial hardship, and
 - (ii) intends to alleviate that hardship by occupying the let property as the landlord’s only or principal home for at least 3 months, and
 - (b) the Tribunal is satisfied that it is reasonable to issue an eviction order.
- (3) References to the landlord in this paragraph—
- (a) in a case where two or more persons jointly are the landlord under a tenancy, are to be read as referring to any one of them,
 - (b) in a case where the landlord holds the landlord’s interest as a trustee under a trust, are to be read as referring to a person who is a beneficiary under the trust.
- (4) Evidence tending to show that the landlord has the intention mentioned in [sub-paragraph \(2\)\(a\)\(ii\)](#) includes (for example)—
- (a) a letter of advice from an approved money advisor or a local authority debt advice service,
 - (b) a letter of advice from an independent financial advisor,
 - (c) a letter of advice from a chartered accountant,
 - (d) an affidavit stating that the landlord has that intention.”,
- (c) after paragraph 12 there were inserted—

“Substantial rent arrears

- 12A (1) It is an eviction ground that the tenant has substantial rent arrears.
- (2) The First-tier Tribunal may find that the ground named by [sub-paragraph \(1\)](#) applies if—
- (a) the tenant has accrued rent arrears under the tenancy in respect of one or more periods,
 - (b) the cumulative amount of those rent arrears equates to, or exceeds, an amount that is the equivalent of 6 months’ rent under the tenancy when notice to leave is given to the tenant on this ground in accordance with section 52(3), and
 - (c) the Tribunal is satisfied that it is reasonable to issue an eviction order.
- (3) In deciding under [sub-paragraph \(2\)](#) whether it is reasonable to issue an eviction order, the Tribunal is to consider—
- (a) whether the tenant being in arrears of rent over the period or periods in question is wholly or partly a consequence of a delay or failure in the payment of a relevant benefit,

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- (b) the extent to which the landlord has complied with the pre-action protocol prescribed by the Scottish Ministers under paragraph 12(4)(b) (and continued in force by virtue of section 49 of the Coronavirus (Recovery and Reform) (Scotland) Act 2022).
- (4) For the purpose of this paragraph—
- (a) references to a relevant benefit are to—
 - (i) a rent allowance or rent rebate under the Housing Benefit Regulations 2006 ([S.I. 2006/213](#)),
 - (ii) a payment on account awarded under regulation 93 of those Regulations,
 - (iii) universal credit, where the payment in question included (or ought to have included) an amount under section 11 of the Welfare Reform Act 2012 in respect of rent,
 - (iv) sums payable by virtue of section 73 of the Education (Scotland) Act 1980,
 - (b) references to delay or failure in the payment of a relevant benefit do not include any delay or failure so far as it is referable to an act or omission of the tenant.”.

Commencement Information

II Sch. 2 para. 4 in force at 28.10.2022, see [s. 13\(1\)](#)

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