



Housing (Scotland) Act 1987

1987 CHAPTER 26

PART III

RIGHTS OF PUBLIC SECTOR TENANTS

Leases

54 Restriction on variation of terms of secure tenancies

- (1) Notwithstanding anything contained in the tenancy agreement, the terms of a secure tenancy may not be varied except—
 - (a) by agreement between the landlord and the tenant; or
 - (b) under subsection (2) or (4).
- (2) The rent or any other charge payable under a secure tenancy may, without the tenancy being terminated, and subject to section 58 of the Rent (Scotland) Act 1984, be increased with effect from the beginning of any rental period (that is to say, a period in respect of which an instalment of rent falls to be paid) by a written notice of increase given by the landlord to the tenant not less than 4 weeks before the beginning of the rental period (or any earlier day on which the payment of rent in respect of that period falls to be made).
- (3) Where—
 - (a) a landlord wishes to vary the terms or conditions of a secure tenancy, but the tenant refuses or fails to agree the variation; or
 - (b) a tenant wishes to vary any term of a secure tenancy which restricts his use or enjoyment of the house, on the ground that—
 - (i) by reason of changes in the character of the house or of the neighbourhood or other circumstances which the sheriff may deem material, the term is or has become unreasonable or inappropriate; or
 - (ii) the term is unduly burdensome compared with any benefit which would result from its performance; or
 - (iii) the existence of the term impedes some reasonable use of the house,

Status: This is the original version (as it was originally enacted).

- but the landlord refuses or fails to agree the variation,
the landlord or, as the case may be, the tenant may raise proceedings by way of summary application in the sheriff court of the district in which the house is situated.
- (4) In proceedings under subsection (3), the sheriff may make such order varying any term of the tenancy (other than a term relating to the amount of rent or of any other charge payable by the tenant) as he thinks it reasonable to make in all the circumstances, having particular regard to the safety of any person and to any likelihood of damage to the house or to any premises of which it forms part, including if the sheriff thinks fit an order that the tenant shall pay to the landlord such sum as the sheriff thinks just to compensate him for any patrimonial loss occasioned by the variation; and such an order shall not have the effect of terminating the tenancy.
- (5) At any time before he grants an order in proceedings under subsection (3)(b), the sheriff may order the tenant to serve a copy of his application on any person who, in the capacity of owner or tenant of any land—
- (a) appears to the sheriff to benefit from the term of which variation is sought; or
 - (b) appears to him to be adversely affected by the proposed variation.
- (6) An agreement under subsection (1)(a) shall be in writing which is probative or holograph of the parties, and it shall be the duty of the landlord to draw up the said writing and to ensure that it is duly executed.