

## **Private Housing (Tenancies) (Scotland) Bill**

### **Written submission to the Infrastructure and Capital investment Committee**

#### **East Ayrshire Council**

##### Tenancy Agreement

Having a standard tenancy agreement that incorporates all legal requirements is helpful however there should be the ability to identify specific terms and conditions that relate to the particular tenancy if required. It would also have been beneficial to assist with the consultation process if the agreement was available at this stage.

##### No-fault

The majority of landlords do not bring tenancies to an end unless they have reason. Removing this option will remove a landlord's confidence to deal with tenancy matters in a straight forward manner. There will be concern that if cases are required to state grounds and are referred to the new Tribunal system that this delay could have a detrimental effect, not only on a landlord business, but on neighbours and the community if there are ASB issues. The level of proof required to obtain a decree for specific grounds is also a concern, in particular for ASB issues. Removal of this option may also affect investment in the sector, encourage landlords to remove and therefore reduce the supply of private rented sector properties. However by allowing the shorter period of notice within the first 6 months of the tenancy is beneficial. From the tenant perspective it may increase demand for the sector as more individuals may consider the private rented sector as a housing option if there is security of tenure.

##### Tenant Notice

Tenancies should be for an initial 6 months however tenants should be able to request to give notice at any time during their initial tenancy period and permission should not be withheld unreasonably.

##### Landlord Gaining Possession

A landlords should be able to gain possession of their property using any of the grounds listed regardless of the length of the tenancy.

##### Grounds for Repossession

The new ground do not make provision to bring a tenancy to an end if a tenant withdraws their notice. Currently ground 10 states that 'The tenant has given notice to the landlord but does not leave'.

##### Rent increases

Agree that rent increases should be limited to only take place within a set period this period should be 6 month period with 12 weeks' notice. Tenant should have a route to dispute rent increases.

##### Rent Capping

Private rental sector rents should remain market led. This sector should retain the elements that have helped to create its growth. The economics of supply and

demand should continue to determine rent levels. If there are specific areas in Scotland that have particularly high rent levels other mechanisms should be considered to assist housing supply.

General Comment

Further details are required on the operation of the new First-tier tribunal and the time by which cases should be heard. It should be recommended that a service level agreement is established setting timescale by which cases must be determined. If a case is not heard within this time the landlord should be compensated by the tribunal for any delay. A detailed model tenancy agreement should be provided which states clearly which clauses are mandatory and which clauses the landlord has discretion over including in the lease.

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