



Grounds for eviction - assured and short assured tenancies - if your landlord starts the eviction process on or after 7 April 2020

The Scottish Government has passed an emergency law to protect renters in Scotland during coronavirus.

This law temporarily extends the amount of notice landlords must give when ending a tenancy. In most cases landlords will now need to give tenants 6 months' notice, unless they are ending the tenancy for certain reasons. This includes antisocial and criminal behaviour and where the landlord or their family need to move into the property.

The amount of notice your Landlord must give you will depend on the eviction ground used. The notice period during COVID-19 emergency procedures will either be 6 months, 3 months or 2 months. Details of the amount of notice that your landlord must give you for each ground are below.

The new law also temporarily makes all grounds for eviction in the private rented sector discretionary. This means that even if the Tribunal agrees that the ground exists, it still has to decide whether it is reasonable to issue an eviction order.

This change ensures that the Tribunal will be able to use discretion and take all factors relating to the impact of Covid-19 has had on both the landlord and tenant into account before deciding whether to issue an eviction order or not.

Grounds that require 6 months' notice

Mortgage default

If your landlord has failed to keep up with their mortgage payments for the home, their mortgage lender might want to sell the home to cover your landlord's debts. Although the blame here lies with your landlord, you still have to move out so the home can be sold.

Off season holiday let

If your landlord usually rents your home out as a holiday home, they can evict you to do this as long as:

- it had been rented out as a holiday home in the year before you moved in, and
- you'd lived in the home for less than eight months before you were given the notice of proceedings



Joan McLaren
the Housing Advice Mediation & Educational Resource
Service (HAMPERS)
07931334828

Joan.McLaren@stirlingcab.casonline.org.uk



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Vacation let of student accommodation

If your home is let to students by a university or college during term time, your landlord can evict you on this ground as long as:

- it had been rented out to students in the year before you moved in, and
- you had lived in the home for less than a year before you were given the notice of proceedings

Minister or lay missionary property

Your landlord can evict you from the home if they want to let a minister or lay missionary move in while they are working in the area.

Re-development

If your landlord wants to do major work to the home and it cannot be done while you're living there (or if you've said you do not want to live there while it's done), you can be evicted.

If you have to move out for this reason, you should be entitled to moving expenses.

Tenancy inherited under a will or intestacy

If the person who lived in the home before you died and left you the tenancy in their will, your landlord can evict you, unless:

- the person was your husband, wife or civil partner, and
- they had not inherited the tenancy from someone else

The landlord has to send you a notice of proceedings within a year of the person dying, or within a year of the landlord learning they had died, otherwise you can't be evicted on this ground.



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3 months' rent arrears

If you have 3 months or more of rent arrears (unpaid rent), your landlord can ask the Tribunal to evict you.

If you still have three months of arrears on the day you go to court, the Tribunal automatically has to order to have you evicted, unless you can prove that the debt is due to a delay in your housing benefit being paid.

If you can reduce your rent arrears to less than three months by the time you go to the Tribunal, it does not have to evict you and can decide not to if they think you're trying to clear the debt.



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Tenant served notice to quit but didn't leave

If you gave your landlord written notice that you were going to move out of the home but then changed your mind and didn't leave, they can use this ground. The landlord has to give you a notice of proceedings within six months of the date you said you were going to leave.

Persistent delay in paying rent

If you keep paying your rent late your landlord can try to have you evicted on this ground.

If you do not have any rent arrears (unpaid rent) when you go to the Tribunal, it's unlikely the Tribunal will decide you should be evicted. However, this does not mean they definitely will not.

If the reason your rent is paid late is because the housing benefit department pays your benefit late, the Tribunal has to bear this in mind.

Some rent unpaid

This ground is similar to ground 11 – if you're behind on your rent payments your landlord can try to have you evicted.

For the Tribunal to consider whether to evict you, there must still be some rent arrears (unpaid rent) on the day you go to court.

Breach of tenancy condition

If you've broken one of the rules mentioned in your tenancy agreement, your landlord can try to have you evicted.

This ground cannot be used if the rule you broke was not paying rent – your landlord has to use one of the grounds for rent arrears instead.



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Deterioration of the house or common parts

If you (or someone living with you) damage part of the home or the area around it, your landlord can evict you on this ground.

They can also use this ground if you didn't report something that was damaged and it got worse because of this – for example, if a window was leaking and the windowsill rotted.

Deterioration of condition of furniture

If you (or someone living with you) has damaged the furniture in your home or you have not looked after it properly, your landlord can try to have you evicted.

If a piece of furniture is damaged you should report it to your landlord as soon as possible, so they can decide what should happen next. They might just ask you to replace it, instead of trying to evict you.

Ex-employees of the landlord

If you used to be employed by the landlord and you were allowed to live in your home as part of your job, your landlord may want to have you evicted on this ground after your job ends.



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Grounds that require 3 months' notice

Landlord wants to move into the home or it was previously their own home

This ground can be used if:

- your landlord wants you to move out so that they or their husband/wife or civil partner can move in
- the home was your landlord's only or main home before your tenancy and they want to move back in
- your landlord became the landlord after your tenancy started (but not through buying the house) and they want to move in

Your landlord cannot use this ground to evict you if they want to sell the home. They have to move in first.

Nuisance or annoyance

Your landlord can try to evict you on this ground if you or someone living with you has been: • causing a nuisance or annoying your neighbours • convicted of using the home, or letting it be used, for something illegal – like dealing drugs

Grounds that require 2 months' notice

Suitable alternative accommodation available

Your landlord can use this ground if they have another home you can move into. This new home has to be suitable for you and your family, and you must have the same or similar rights that you have in your current home.



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