

CONSUMER GUIDE



Renting a home in Scotland

A clear, impartial guide

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How an RICS member can help

As the world's largest professional body for chartered surveyors, RICS offers clear, impartial, expert advice on the issues raised in this guide.

RICS members can help property owners in a variety of ways, so whether you want expert advice and a professional assessment of your issue, an opinion on costs, representation, or a professional to manage a project for you, visit [Find a Surveyor](#) to find an RICS member in your area.

Using the services of an RICS member offers confidence because:

- they give you clear, impartial and expert advice
- they are regulated and have strict rules of conduct to protect you, as well as holding appropriate professional indemnity insurance
- they have to update their skills and knowledge throughout their careers, so you can rely on their expertise and
- you are further protected by RICS' complaints service and access to independent redress.

Surveying firms that are regulated by RICS are easy to spot as they use 'Regulated by RICS' on their stationery and promotional material.



When you rent a property, you can take advantage of expertise from the outset by using an RICS letting agent.



Before you start

A landlord may be capable of managing the property themselves and may not use an agent to manage your tenancy.

However, this requires specialist knowledge. **Consider checking whether they are members of a landlord organisation**, such as:

- the [Scottish Association of Landlords](#) (SAL) or
- [Landlord Accreditation Scotland](#) (LAS).

Key things to consider before you rent a property

The landlord is responsible for arranging building insurance, and may choose to insure their own contents. But **consider arranging your own contents insurance**, too: some policies will also include helpful cover for accidental damage, even to the landlord's property.

Check your landlord is registered with your [local council](#).

Houses in Multiple Occupation (HMO)

An HMO is a property occupied by three or more tenants who are not members of the same family (a co-habiting couple counts as a family).

HMO landlords must have a licence from the local council. This ensures that the property is managed properly and meets certain basic safety standards.

The legislation is complex, and each local authority has its own licensing conditions. Contact your local authority or consult your RICS letting agent for further details.

Checking the property for let

Energy Performance Certificates



All domestic properties that are being let require an Energy Performance Certificate (EPC). The rating must be included in any advertisement and the certificate must be made available to potential tenants.

EPCs provide a rating of the energy efficiency and carbon emissions of a building from A to G (where A is very efficient and G is very inefficient).

EPCs are produced using standard methods with assumptions about energy usage so that the energy efficiency of one building can easily be compared with another. This allows you to consider the effect of energy efficiency and fuel costs on your budget.

An EPC is always accompanied by:

- recommendations of how to improve the energy rating of the home and
- information about what rating could be achieved if all the recommendations were implemented.

You should be told if the landlord or a previous tenant has set up Green Deal Finance. This will have been for the installation of energy-efficiency measures, which should reduce the running cost of the property. However, the loan repayments will be reflected in higher electricity bills.



The Repairing Standard

The **Repairing Standard** is important as it provides basic protection. However, it does not force landlords to have furniture in excellent condition – just fit for purpose.

There are strict standards a landlord must follow, including:

- the property must be wind- and watertight and in all other respects must be reasonably fit for people to live in
- the structure and exterior (including drains, gutters and external pipes) must be in a reasonable state of repair and in proper working order
- installations for supplying water, gas and electricity and for sanitation, space heating and water heating must be in a reasonable state of repair and in proper working order
- any fixtures, fittings and appliances that the landlord provides under the tenancy must be in a reasonable state of repair and in proper working order and
- any furnishings that the landlord provides under the tenancy must be capable of being used safely for the purpose for which they are designed.

Tenants have a right to apply to the **First-tier Tribunal for Scotland (Housing and Property Chamber)** if they believe that:

- the property does not meet the Repairing Standard or
- the landlord has failed to fix any reported issues in a reasonable time frame.





Finding a property to rent

There are various things to think about when searching for a property. These largely depend on your individual circumstances, preferred location and personal needs.

Most properties for let are advertised on various property internet portals.

If you can't access the internet:

- try your local library to see if they can help you use the internet or
- try calling individual local agents.

Does the property meet your needs?

- Cost:** what is the deposit, rent and how much do you estimate you'll need to pay for bills (such as council tax and utilities)?
- Location:** is it close to shops, doctors, schools, etc.?
- Safety:** is it a safe neighbourhood?
- Infrastructure:** does it have good transport links, e.g. trains and buses?
- Size:** will the property accommodate your needs? For example, are there enough bedrooms?
- Energy efficiency:** is the property well insulated, and are the heating and hot water systems efficient? These will have an impact on energy bills.

Is the letting agent regulated?

Once you are interested in a property, check that the letting agent is an RICS member and that the firm is 'Regulated by RICS'. This will ensure that:

- you are treated fairly
- you can rely on the information you are given and
- you are protected (as well as your money).

You may find that the letting agent is accredited by another body such as [Property Mark](#).

All letting agents are required to be registered with the [Letting Agent Register](#).

Agreeing the let

Once you have found a suitable property, you will have to agree the terms of the let. This may involve some negotiation.

Once the terms are agreed, formal documentation will be drawn up that sets out the terms and conditions of the let. Examine this carefully. It will need to be signed by both you (as the tenant) and the landlord (or their agent).

It is illegal for landlords or agents to charge any fees or other costs associated with setting up or normal operation of the tenancy. This means they can't charge you for reference checking. They can only charge rent and a deposit.



Landlords are allowed to ask for a payment towards the deposit and rent when you apply, but until the lease has been signed, you are not obliged to pay anything, and they must refund any deposit taken if the let does not proceed.

Landlords must not discriminate on the grounds of sex, race, sexual orientation, age, religion, marital status or disability.



Private residential tenancies

Once you have chosen a property, it is essential to set up the tenancy agreement correctly.

The process of signing a lease is complex and mistakes can be costly. You must read all the paperwork carefully.



If you don't understand the legislation or anything in the agreement, take legal advice or contact someone like the [Citizen's Advice Bureau](#) before proceeding.

What is a private residential tenancy?

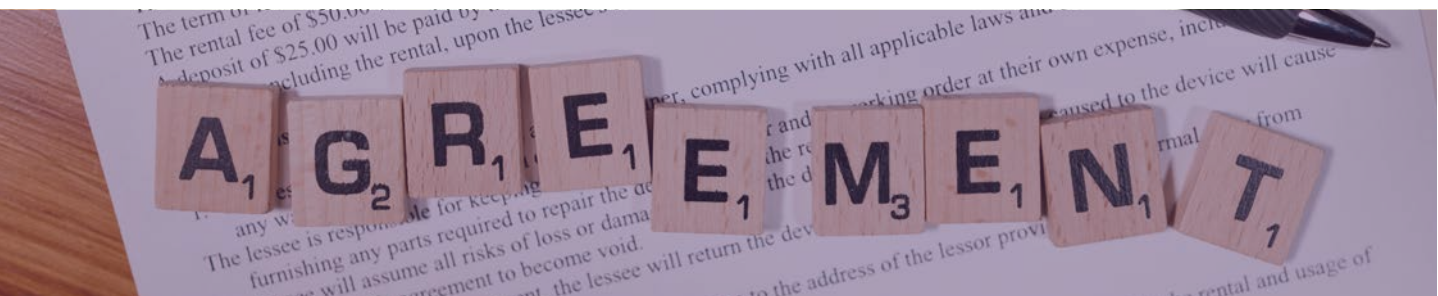
A private residential tenancy is one that meets the following conditions:

- the tenancy started on or after 1 December 2017
- it is let to you as a separate dwelling (home)
- you must be an individual (that is, not a company)
- it's your main or only home
- you must have a lease (although a written agreement isn't needed for a lease to exist) and
- the tenancy is not an exempt tenancy (see [When private residential tenancies can't be used](#)).

Tenancy agreements

All new private residential tenancies have the right to a tenancy agreement from the day the tenancy starts.

If your tenancy has been converted to a private residential tenancy, you should be given an agreement within 28 days of the start of the tenancy.



The Scottish government has published a [model tenancy](#) that your landlord can use to set up a tenancy.

This tenancy agreement contains certain statutory terms that outline both parties' rights and obligations, including:

- the tenant's and landlord's/letting agent's contact details
- the address and details of the rented property
- the start date of the tenancy
- how much the rent is and how it can be increased
- how much the deposit is and information about how it will be registered
- who is responsible for insuring the property
- that the tenant has to inform the landlord when they are going to be away from the property for more than 14 days
- that the tenant will take reasonable care of the property
- the condition that the landlord must make sure the property is in (including the [Repairing Standard](#))
- that the tenant must inform the landlord if any repairs are needed
- that the tenant will give reasonable access to the property (when the landlord has given at least 48 hours' notice) and
- how the tenancy can be brought to an end.



If your landlord uses the Scottish government's model tenancy, they should also give you the [Easy read notes](#) which will explain the tenancy terms in plain English.

If your landlord does not use the model tenancy, they must give you the [Private residential tenancy statutory terms: supporting notes](#) with your lease. These will explain the basic nine sets of terms that your landlord has to include in the lease.

Length of tenancy

Private residential tenancies are open-ended and have no set length, such as six or 12 months.

This means your landlord can't ask you to leave just because you've been in the property for six months (as they could with a short-assured tenancy).

Rent increases

The rent can only be increased once every 12 months, and the landlord needs to give you three months' notice, using the correct notice of a rent increase.

If you don't agree to the rent increase, you can refer it to the local rent officer. This must be done within 21 days of receiving the rent increase notice.

When a referral is made to the rent officer, they will first issue a provisional order that will suggest the amount the rent can be increased to. You will have 14 days from the date the provisional order is issued to request a reconsideration.

If you request a reconsideration, the rent officer will look at it again before making a final order and telling you the date that the increase will take place.

Ending a tenancy

A private residential tenancy can be ended in one of three ways:

- the tenant gives notice and leaves (see below)
- the tenant and landlord reach an agreement that the tenant will leave or
- the landlord obtains an eviction order from the [First-tier Tribunal for Scotland \(Housing and Property Chamber\)](#).

If you want to end the tenancy, you have to give the landlord 28 days' notice in writing.

The notice has to state the day on which the tenancy is to end (normally the day after the notice period has expired).

You can agree a different notice period with your landlord **after the start of the tenancy** as long as it is in writing. However, if there is no agreed change, then 28 days' notice will be the minimum required.



Landlord access

You have to allow your landlord reasonable access to carry out repairs, inspections or valuations when:

- your landlord has given at least 48 hours' written notice or
- access is required urgently for the landlord to view or carry out works in relation to the Repairing Standard.

If you refuse access, your landlord can make an application to the [First-tier Tribunal for Scotland \(Housing and Property Chamber\)](#), which may make an order allowing them access.

Repairs

Your landlord has to keep the property wind- and watertight, and in a condition that is safe to live in.

They are also responsible for making sure that the [Repairing Standard](#) is met. This is a basic level of repair that is required by law. Your landlord must give you information on the Repairing Standard and what you can do if the property does not meet it.

If you want to carry out work on your home, such as redecorating or installing a second phone line, you will need to seek permission from your landlord. Some tenancy agreements include a clause telling you whether you can carry out this kind of work. However, always speak to your landlord first.



Subletting

You cannot sublet, take in a lodger or pass your tenancy on to someone else without first getting written agreement from your landlord.

When a landlord changes or dies

If your landlord dies or changes, the new landlord will have to honour the terms of your tenancy agreement.

A change of landlord does not create a new tenancy: the original contract stays in place. This means that the length of time you have lived in the property must be taken into consideration with regards to the length of notices given to you.

When a tenant dies

When a tenant dies, the tenancy comes to an end (unless somebody living in the property can inherit the tenancy).

When private residential tenancies can't be used

Almost all new private tenancies created on or after 1 December 2017 will be private residential tenancies.

However, there are a number of exemptions where private residential tenancies cannot be used, including:

- tenancies at a low rent
- tenancies of shops
- licensed premises
- tenancies of agricultural land
- lettings to students (i.e. purpose-built student accommodation)
- holiday lettings
- for resident landlords
- police housing
- military housing
- social housing
- sublet, assigned etc. social housing
- for homeless people
- for people on probation or released from prison etc.
- accommodation for asylum seekers
- for displaced persons
- shared ownership
- tenancies under previous legislation
- assured or short-assured tenancies
- charities providing accommodation for veterans
- charities providing temporary accommodation for care leavers.



To find out more, see the Scottish government's guide [Private residential tenancies: information for tenants](#).

Assured/short-assured tenants

If you were already renting and were an **assured** or **short-assured** tenant on 1 December 2017, your tenancy will continue as normal until you or your landlord bring it to an **end following the correct procedure**.

If your landlord then offers you a new tenancy, it will be a private residential tenancy.

You can also come to an agreement with your landlord to change the tenancy from an assured/short-assured tenancy to a private residential tenancy.

Tenancy deposit protection

Any money collected as a deposit by a landlord or agent must be transferred to an authorised tenancy deposit scheme within 30 days of the start of the tenancy.

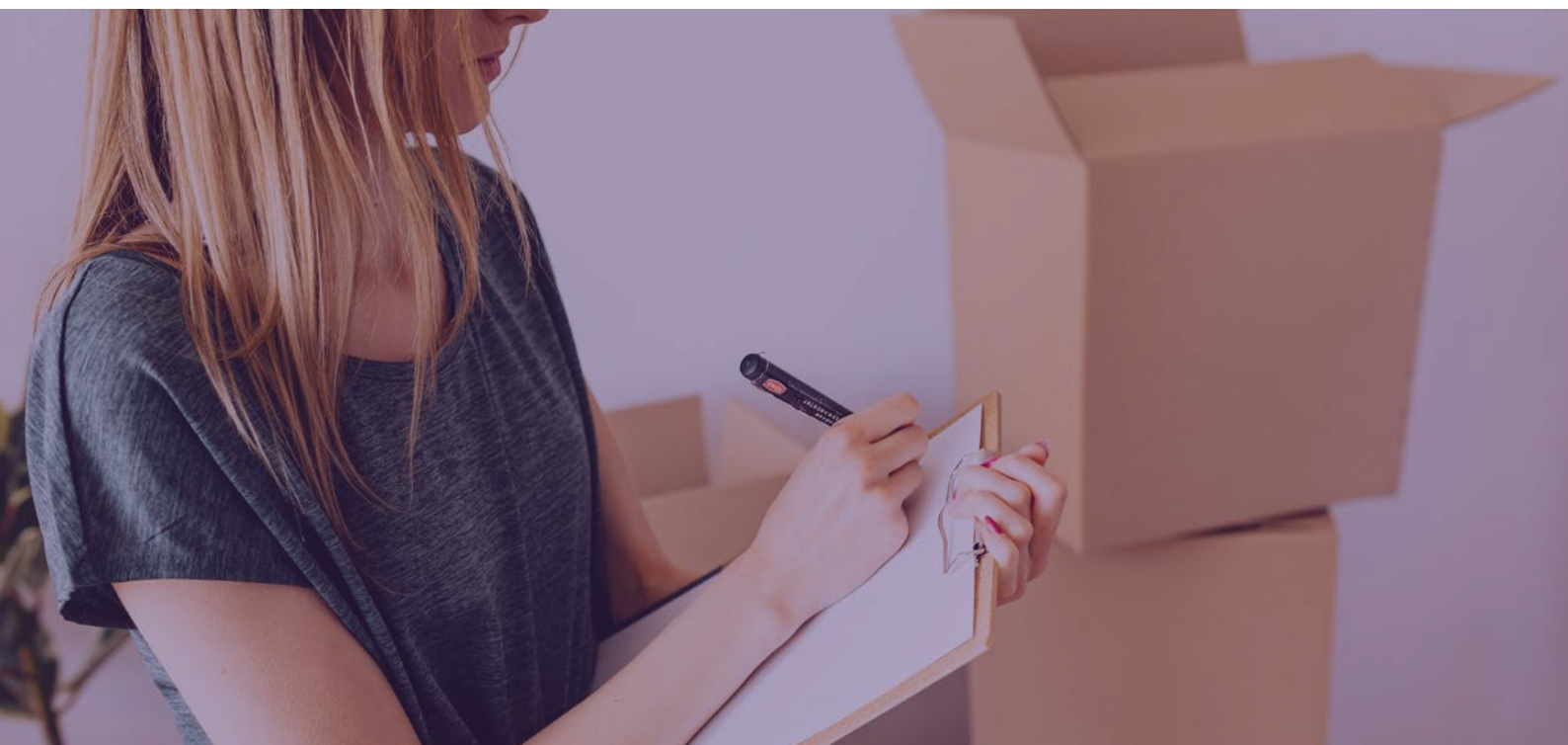
It is also a requirement of legislation that you are given key information (**prescribed information**) by your landlord or agent in the same time frame.

Inventories

It is important to have a clear, detailed inventory of the contents and condition of the property (including time-stamped pictures, where possible). This should be agreed with and signed by the landlord or agent.

If you don't agree with the landlord or agent about any deductions they propose at the end of the tenancy, you have the right to ask the deposit scheme to raise a dispute and judge whether the deductions are fair.

If you raise a dispute, you will be paid the undisputed amount straight away. The disputed amount will be held until a decision is made by the scheme.



Obligations: safety first

Landlord responsibilities

Landlords are usually responsible for:

- paying for any required repairs (unless they are the result of tenant misuse)
- arranging and paying insurance for buildings and their own contents and
- paying any factoring charges.



Gas safety

The landlord is obliged to arrange for any gas appliances to be checked annually for safety.

Tenants must be given copies of the certificates.



Fire safety

It is a legal requirement for your landlord to provide smoke and heat alarms. Where there is a carbon-fuelled appliance (such as boilers, fires and heaters) or a flue, a carbon monoxide alarm is also required.

New or replacement smoke and heat alarms must be either mains-powered or tamper-proof battery operated. They must all be interconnected. (Carbon monoxide alarms do not have to be interconnected.)

It is also a sensible precaution to provide fire blankets in kitchens.



Electrical safety

A landlord must:

- provide an electrical inspection condition report (EICR) every five years and
- arrange portable appliance testing (PAT) every year.

Agent responsibilities

Subject to the contract's and terms and conditions, your letting agent may arrange to meet some or all of your landlord's obligations. This should be explained to you when you move in.



Moving in and looking after the property

Tenant responsibilities

A tenant's responsibilities depend heavily on the tenancy agreement. However, they usually include:

- paying a deposit and rent
- paying gas, electric and council tax bills, water charges and TV licence
- arranging your own TV, phone and broadband service
- acting responsibly and promptly reporting any issues, such as maintenance that may be required
- using the property responsibly and taking care to minimise wear and tear to a reasonable level
- returning the property in the same condition as that detailed in the inventory (subject only to fair wear and tear) and
- allowing contractors and tradesmen to gain access for repairs.

You should not need to pay to have gas, electricity or water reconnected or transferred into your name. However, there may be a charge for connecting or reconnecting a phone.

As long as you meet your responsibilities as a tenant, you should treat the property as your home.



In most circumstances, the landlord or agent should seek your approval to visit the property. They are required to give a minimum of 48 hours' notice.

Useful links

Here are some useful website addresses for when you're renting a property.

- Approved tenancy deposit schemes:
 - [Safe Deposits Scotland](#)
 - [my deposits Scotland](#)
- [Citizens Advice Scotland](#)
- [Electrical Safety First](#)
- [First-tier Tribunal for Scotland \(Housing and Property Chamber\)](#)
- [Gas Safe Register](#)
- [Letting Protection Service Scotland](#)
- [The Scottish government](#)

Free RICS guides

RICS has a range of free guides available for the following property issues:

Development issues

Compulsory purchase
Home extensions

Home hazards

Fire safety
Dilapidations
Flooding
Subsidence

Neighbour issues

Boundary disputes
Party walls
Right to light

Residential

Buying a home
Buying and selling art and antiques at auction
Home surveys
Letting a property
Property auctions
Renting a property
Selling a home

Visit our [consumer guides website](#) or [RICS' public website](#).

Further information

We hope this guide is useful to you. If you'd like to know more about renting a home in Scotland or how RICS can help, please contact us.

Visit our website

[Visit the RICS website](#) for more information on renting a home.

Consumer helplines

[Contact one of our regulated firms](#) for a 30-minute initial consultation.

Find a Surveyor

[Contact us](#) if you want to find independent, impartial advice from a qualified professional with good local knowledge.

Surveying firms that are regulated by RICS are easy to spot as they use 'Regulated by RICS' on their stationery and promotional material.

Delivering confidence

We are RICS. Everything we do is designed to effect positive change in the built and natural environments. Through our respected global standards, leading professional progression and our trusted data and insight, we promote and enforce the highest professional standards in the development and management of land, real estate, construction and infrastructure. Our work with others provides a foundation for confident markets, pioneers better places to live and work and is a force for positive social impact.

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