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This version of the Model Tenancy Agreement is in place while the Cost of Living (Tenant Protection) (Scotland) Act 2022 is in force. The Act introduces emergency measures during the cost of living crisis in relation to Section 10 'Rent Increases' and Section 24 'Ending the Tenancy'. These measures are temporary and are aimed at helping tenants during this emergency situation. This tenancy agreement reflects those changes. Your tenancy agreement Your tenancy is open-ended, which means it doesn't have a fixed length or a set date it will end. Your landlord cannot include an expected end date or minimum period in your tenancy agreement. If you are a joint tenant, all tenants are responsible for the rent, together and separately. This will apply for as long as the tenancy continues. To end a joint tenancy, all the joint tenants must agree to end it and give the landlord written notice that they want to leave. (You can transfer your interest in the tenancy to someone else, if you have your landlord's permission.) Your deposit and rent Your landlord can only increase your rent once in a 12-month period, and must give you at least three months' notice that they are going to do this. If you think an increase is unreasonable, you can ask a rent officer from Rent Service Scotland to make a decision on whether it is fair. It is against the law for a landlord or letting agent to charge a fee or premium, or enter into a loan arrangement with you, as a condition of granting, renewing or continuing your tenancy. They can only charge you rent and a refundable deposit, and the deposit must not be more than two months' rent. If you have paid a landlord a deposit, they must pay it into an approved tenancy deposit scheme, and give you further information about this within 30 working days of the start of your tenancy. This information should include, for example, the amount paid and the date it was paid, the address of the property, confirmation that the landlord is registered, and contact details for the scheme. If your landlord has not paid your deposit into the scheme within this 30-day timescale, you can take them to the First-tier Tribunal for Scotland (Housing and Property Chamber), where they could be told to pay you up to three times the value of the deposit. Repairs You can apply to the First-tier Tribunal for Scotland (Housing and Property Chamber) if your home doesn't reach a minimum standard of repair (known as the repairing standard). Ending a tenancy Your landlord cannot end your tenancy without good reason. They can only end it by giving you 'notice to leave' for one or more of 18 reasons (grounds). If your landlord asks you to leave, they must give you 28 days' notice (if you have lived in the property for less than six months or the landlord is using one of the six 'behaviour' grounds); or 84 days' notice (if you have lived in the property for more than six months and the landlord is not using the 'behaviour' grounds). If you want to leave, you must give your landlord 28 days' notice in writing. In your notice you will need to state the day you want the tenancy to end (this is normally the day after the notice period has ended). If you disagree with the reason given in the notice to leave given to you by your landlord, you do not need to leave your property until such times as your landlord has obtained an eviction order from the First-tier Tribunal (Housing and Property Chamber). If you think that your tenancy was ended unlawfully (for example, the landlord served you with a notice to leave on the grounds that they intended to sell the property, but then they let it to another tenant), you can apply to the First-tier Tribunal for Scotland (Housing and Property Chamber). The Tribunal can award you up to six months' rent. For more information on any of these rights, please see the relevant section of the following tenancy agreement. A tenancy agreement is a legal contract between you and your tenant. It explains all the terms of the tenancy, including rules about rent repairs ending the tenancy. If you do not give your tenant the right paperwork, a housing tribunal can order you to do so. If you'll be renting the same property to 2 or more tenants you can set up: a single joint tenancy agreement that they all sign separate tenancy agreements with each tenant Creating a tenancy agreement. You must give your tenant both a signed copy of the tenancy agreement supporting documentation to explain their legal rights. You must do this by the end of the first day that the tenancy starts. Type of tenancy agreement. In most cases, you must give a new tenant a private residential tenancy agreement when: the property is the tenants main or only home you do not live in the property with them There is no fixed length for private residential tenancies. The tenancy continues indefinitely until you or the tenant end it. You cannot give a tenant an assured or a short assured tenancy for a new tenancy. These are older tenancy types that can no longer be created in Scotland. The tenancy documents you can use You can either give the tenant: the model tenancy agreement that comes with easy read notes your own tenancy agreement and a copy of the supporting notes The easy read notes or supporting notes set out the tenant's legal rights. Get the documents to create a model private residential tenancy agreement. If you decide to create your own tenancy agreement, you must make sure it contains everything that it should under the law. If you give your tenant the wrong documents or include unfair terms Your tenant can take you to the First-tier Tribunal for Scotland (Housing and Property Chamber). They can only do this during their tenancy. The tribunal can order you to: give your tenant the right tenancy agreement and paperwork remove any unfair terms you included pay your tenant compensation of up to 6 months' rent Before your tenant can take you to the tribunal, they must write to you explaining why. When you get the letter, you'll have 28 days to give your tenant the right documents. If you do not do this, they can apply to the tribunal. Creating a joint tenancy agreement If you're creating one tenancy agreement for all tenants sharing payments although the tenant would be responsible for certain charges and maintenance costs. Notably, the fact that no further rent was payable was an express provision in the agreement. Furthermore, the agreement also said that the tenant could terminate the contract and that the owner would pay an annual sum back to the tenant if that tenancy agreements for each one. Agree how you'll contact each other. As part of the tenancy agreement, you should agree how you'll contact each other. This can either be by: agreed email address paper letter, delivered in person, or by recorded delivery © 2025 Shelter, the National Campaign for Homeless People Limited Charity number: 263710 (England and Wales), SC002327 (Scotland). Company number: 1038133 6 South Charlotte Street, Edinburgh, EH2 4AW Authorised and regulated by the Financial Conduct Authority. Imprint details Tenancy agreements are composed of a number of different elements.Content of tenancy agreementDetails to checkInventoryWho is the landlordThis content applies to ScotlandTenancy agreements can be in writing or they can be 'verbal'. Just because a tenant has no written lease does not mean that there is no actual lease. Verbal agreements are as legally binding as written ones, and can provide more rights for the tenant, as any gaps in the verbal lease will be filled in by the provisions of the Private Housing (Tenancies) (Scotland) Act 2016. The problem with verbal leases is proving what their terms are in the event of a dispute, so a witness to the discussion over rent/duration etc. is useful. It should be noted that tenants are entitled to a written lease [1] and that in the event of a dispute a tribunal may decide what terms had been agreed.Lease agreements should contain details of: the parties, ie the name of the landlord and the name of the tenantthe subjects of the lease, ie the addressthe amount of rent to be paidhow long the lease is for.If there is no agreement on these points then it may be that there is no lease, although the duration of the lease can be implied by the actions of the parties.For example, in the case of Mann v Houston, [2] the owner of a garage agreed to let the garage out for a single payment of £200. The agreement between the parties stated that the lease would be for a period of ten years and gave a start date of 28 May 1951. The agreement further said that there would be no further rental payments although the tenant would be responsible for certain charges and maintenance costs. Notably, the fact that no further rent was payable was an express provision in the agreement. Furthermore, the agreement also said that the tenant could terminate the contract and that the owner would pay an annual sum back to the tenant if that happened.The owner then sold the garage to a purchaser while the tenancy agreement was still in place. The purchaser knew about the agreement with the tenant. The legal documents pertaining to the sale of the garage contained a clause which excepted existing leases and the tenant's rights of possession from the sale. The purchaser of the garage raised an action of ejection against the tenant.The court decided that the agreement between the tenant and the original owner did not form a lease because it did not make any provision for the payment of rent. The person who was using the garage merely had a personal right of occupancy which did not apply when the garage was sold. The court also decided that it did not matter that the purchaser knew about the existence of the agreement and, therefore, was not barred from raising the court proceedings.Before a tenant signs a lease s/he should read the agreement carefully and check:what type of tenancy is being offered [3]the amount of rent payable, when it's payable and how it's to be paid, for example, if the rent is to be paid by standing order, or does the tenant have a bank accountwhether the rent covers services (such as gas and electricity) or are these extra, and who is responsible for Council Tax (usually the tenant, unless there is a resident landlord) [4]the amount of deposit to be paid and in what circumstances it will not be returned (it should be noted that premiums are unlawful) [5]what the tenant's obligations are to repair and decorate the propertytheir own obligations and rights of the landlord and/or tenant.The provisions regarding the termination of the tenancy may also be included. Landlords frequently insert a clause to the effect that if the rent is x days late then the tenant is in breach of the agreement and has to leave when told to do so. This is simply a scare tactic. Non-payment of rent is a ground for eviction [6] but the landlord would still have to obtain an eviction order in order for her/him to evict the tenant. To evict a tenant otherwise would be illegal. For more information, please see the section on harassment and antisocial behaviour.However there would be circumstances where it would be useful for the tenant to be able to end the tenancy with, for example, four weeks' notice. Indeed, tenants should be advised that termination on their notice is a requirement of a fair lease. This is useful for short assured tenants, since if there is no provision entitling the tenant to leave before the end of the tenancy, the tenant may be liable for rent loss suffered by the landlord should s/he leave the property before the end of the lease.Tenancy agreements frequently claim to limit or exclude rights given to tenants by Acts of Parliament. This is particularly found in provisions relating to repair. However, tenancy agreements cannot legally do this. The provisions of the Housing (Scotland) Acts 1987 and 1988, relating to the duty of the landlord to provide and maintain the property in a tenable and habitable condition, cannot be excluded by the lease. [7]In addition to the tenancy agreement, tenants should agree with the landlord an inventory of all furniture, crockery, linen etc. that has been provided by the landlord. Note should also be taken of the condition of the items so that a later dispute over damage or disrepair to the property may be avoided. A witness or photographs may prove useful evidence to the actual state of the furnishings and fittings at the start of the tenancy.Private sector tenants have a legal right to know the name and address of their landlord and this information should be within the lease. If the name and address of the landlord is not on the lease, then the tenant can make a request in writing, for example, to the agent acting for the landlord, for this information. This request for the landlord's name and address has to be answered within 21 days. [8]It should also be noted that the landlord's address has to be a place of abode or a place of business [9] and cannot be a PO Box type address.Last updated: 4 December 2019 Since 1 December 2017 most new private tenancies must be private residential tenancy agreements. If you moved in before this date you may have one of the other main types of private tenancy: a short assured tenancy an assured tenancy a regulated tenancy Your rights will be different if your landlord lives with you. Shelter Scotland has information on your rights if you live with your landlord. Why you need to know your tenancy type Your type of tenancy affects: How to check your tenancy type If you're unsure what tenancy type you have, you can usually work it out using the date you moved in documents you got from your landlord Private residential tenancy In most cases, your landlord must get a private residential tenancy agreement when: your tenancy started after 1 December 2017 the property is your only or main home your landlord does not live with you Your landlord must have given you: a written private residential tenancy agreement notes explaining it View a model private residential tenancy agreement on gov.scot. Gov.scot has a summary of your rights under a private residential tenancy. This is available in several languages. Short assured tenancy You'll have a short assured tenancy if: your tenancy started between 2 January 1989 and 1 December 2017 your landlord gave you a form called an AT5 that gives you notice that the tenancy is short assured and for a set term Check what a blank AT5 form looks like on gov.scot. Assured tenancy You'll only have an assured tenancy if you both: moved in between 2 January 1989 and 1 December 2017 did not get an AT5 form telling you the tenancy is 'short assured' Assured and short assured tenancies are similar agreements. They have different rules if your landlord wants to end your tenancy. Regulated tenancy You'll only have a regulated tenancy if you moved in before 2 January 1989. These tenancies give you the right to what's called a 'fair rent'. Your landlord needs to register the rent they charge. If you have a regulated tenancy, your property will be listed on the register of fair rents. If you're still unsure about your tenancy type If you're not sure, use Shelter Scotland's tenancy checker. In the Scottish rental market, a clear understanding of tenancy laws is crucial for both landlords and tenants to navigate their rights and obligations. Scottish tenancy laws aim to foster fair, transparent, and balanced relationships, ensuring a harmonious rental environment. Both landlord rights in Scotland and tenant rights in Scotland are protected under these laws, offering a stable framework to address common issues such as rent agreements, property maintenance, and tenancy agreements in Scotland.Overview of Scottish Tenancy LawsScottish tenancy laws underwent significant reform with the establishment of the Private Housing (Tenancies) (Scotland) Act 2016. This act created the Private Residential Tenancy (PRT) model, now standard for most private tenancies in Scotland. The PRT model provides open-ended leases, enhancing tenant security and offering landlords a clear, structured approach to managing rentals. This flexibility benefits both parties, reducing the need for frequent lease renewals and creating stability in the rental sector. The importance of adhering to Scottish rental laws should not be ignored. Failure to comply with rental property regulations in Scotland can lead to penalties, fines, and potential legal disputes. Compliance with these laws ensures a balanced relationship between landlords and tenants, creating a foundation for fair renting practices.Tenant Rights in ScotlandScottish tenancy laws provide tenants with specific rights that promote security and respect in rental arrangements.Security of TenureThe PRT model safeguards tenants from arbitrary eviction. Under this system, landlords must have valid grounds to end a tenancy, protecting tenants from sudden, unjust eviction and providing a stable living environment.Fair Rent Tenants can challenge rent increases they believe to be unreasonable. Rent Service Scotland offers a mechanism to review and potentially adjust rent levels, supporting tenants in maintaining affordable housing options.Right to PrivacyScottish rental laws require landlords to give tenants at least 48 hours' notice before going into the property, except in emergencies. This notice period upholds tenant privacy, ensuring landlords respect the tenant's personal space.Repairs and Safety StandardsLandlords must maintain a safe, habitable environment. Tenants have the right to live in a well-maintained property that meets safety standards. If repairs are required, tenants can request these from landlords, who are legally obligated to address safety issues promptly.Tenant Responsibilities in ScotlandTenants in Scotland have a set of responsibilities to preserve the property and uphold the terms of their tenancy.Maintaining the PropertyTenants are required to keep the property reasonably clean and in good condition. While landlords are held accountable for major repairs, tenants are expected to care for the property, preventing damage and ensuring it remains in livable condition.Respecting the Terms of the LeaseTenants should adhere to all conditions stated in their tenancy agreements. This includes restrictions on subletting, making alterations without permission, and any specific terms the landlord may have set regarding the use of the property.Prompt Payment of Rent and BillsTimely payment of rent and utility bills is a tenant's responsibility. Failure to make these payments on time can result in disputes and potential legal action, affecting the tenant's right to keep occupying the property.Leaving the Property in Good ConditionUpon moving out, tenants should return the property in the condition it was when they moved in, accounting for fair wear and tear. This practice can prevent disputes over property conditions and reduce the likelihood of deposit deductions.Landlord Rights and Obligations in ScotlandLandlords in Scotland have specific rights and obligations under Scottish tenancy laws, designed to ensure that both landlords and tenants are protected.Landlord Rights in ScotlandLandlords are entitled to receive rent payments on time and can issue eviction notices under certain conditions. They may also access the property with appropriate notice, allowing them to inspect and maintain the property as needed.Landlord Obligations in ScotlandLandlords have the responsibility to ensure the safety and security of their rental properties. Compliance with safety standards—such as regular gas safety checks, electrical inspections, and installing smoke and carbon monoxide detectors—is mandatory.Deposit ProtectionScottish rental laws require landlords to protect tenant deposits in a registered scheme. The landlord must inform the tenant where their deposit is held, offering protection for both parties in case of disputes at the end of the tenancy.Right to Evict under Certain ConditionsLandlords may evict tenants on valid grounds, such as non-payment of rent or if they plan to sell the property. However, all eviction processes must follow the legal guidelines set out by the PRT model.Tenancy Agreements in ScotlandA tenancy agreement is a binding legal contract between the landlord and tenant that defines the terms of the rental.Key Elements of a Valid AgreementA valid tenancy agreement must include essential details, such as the total rent amount, terms of payment, tenant and landlord contact information, and a description of the property. These elements ensure transparency and prevent misunderstandings.Terms of the AgreementAdditional terms in a tenancy agreement often cover topics like repair responsibilities, restrictions on pet ownership, and conditions for renewing or ending the lease. These terms help clarify both parties' expectations and responsibilities. Providing the Written AgreementScottish tenancy laws require landlords to provide a written agreement to the tenant. This document serves as a reference, outlining both rights and responsibilities to promote a fair and transparent renting process.Common Issues and Legal Solutions in Renting Property in ScotlandDisputes can arise in rental arrangements, but Scottish rental laws provide clear procedures for resolving them.Disputes Over RepairsRepair-related conflicts are common in rental properties. Landlords and tenants should communicate openly about repair needs, with landlords addressing issues promptly to ensure the property meets safety standards.Deposit DisputesDeposit disputes are often resolved through tenancy deposit schemes, which offer a fair process for handling disagreements over deductions. These schemes help protect tenant deposits and promote accountability for landlords.Eviction and Notice IssuesWhen eviction becomes necessary, landlords must follow the correct legal procedures. Tenants, too, should understand their rights during eviction, including the notice period they are entitled to under the PRT model.Practical Tips for Landlords and TenantsA proactive approach can help landlords and tenants build positive rental relationships.Guide for Landlords in ScotlandLandlords should maintain regular property inspections, communicate openly with tenants, and stay updated on legal requirements. These practices can prevent disputes and foster positive relationships.Guide for Tenants in ScotlandTenants should communicate openly with their landlords, document the property's condition with photos upon move-in, and stay informed about their rights. These steps can protect tenants from common issues and strengthen their understanding of tenant responsibilities in Scotland.Importance of Record-KeepingBoth landlords and tenants should keep thorough records of payments, repair requests, and communications. Detailed records help prevent misunderstandings and provide essential documentation if disputes arise.Navigate Tenancy Laws and Disputes With Gilsen GrayUnderstanding Scottish tenancy laws is crucial for both landlords and tenants to foster fair, transparent, and legally compliant rental relationships. Whether you're a landlord seeking to fulfill your obligations or a tenant wanting to know your rights, Gilsen Gray is here to help. With our team of award-winning property law specialists, we offer comprehensive legal and property services tailored to your needs. Our client-focused, multidisciplinary approach ensures you receive expert guidance every step of the way, from tenancy agreements to resolving disputes. Trust us to be your reliable partners in navigating the complexities of Scottish tenancy law for a positive and protected rental experience and contact us today.Marcus Di Rollo Head of LettingsEmail: mdirollo@gilsongray.co.uk There are three types of tenancy agreement: Scottish secure tenancy Short Scottish secure tenancy Temporary tenancies Scottish secure tenancy Most council and housing association tenants have a Scottish secure tenancy. The Scottish secure tenancy agreement is the lease agreement you sign when you become an Aberdeenshire Council tenant. The tenancy agreement sets out your rights and responsibilities as a tenant and our duties to you as your landlord. Our Scottish Secure Tenancy Agreement leaflet (PDF 432KB) briefly outlines these main responsibilities Accommodation is rented to you on the terms and conditions in the Scottish Secure Tenancy Agreement (PDF 89.6KB). The main requirements for a Scottish secure tenancy are: the house is let as a separate dwelling the tenant is a private individual, and the house is the tenant's only or principal home the landlord is a local authority landlord, a registered social landlord or a water or sewerage authority where the landlord is a registered social landlord, which is a cooperative housing association, and the tenant is a member of the association the tenancy was created on or after 30th September 2002 Scottish secure tenancies replaced secure and assured tenancies from 30th September 2002 as a result of the Housing (Scotland) Act 2001. Short Scottish secure tenancy A short Scottish secure tenancy is a short form of tenancy, with limited security of tenure. This may be issued where: a housing applicant has previously been evicted for anti-social behaviour a housing applicant or household member is subject to an antisocial behaviour order (ASBO) accommodation is let, on a temporary basis, to someone in receipt of housing support services If you have a short Scottish secure tenancy you are not eligible for Right to Buy and have no succession rights. Temporary tenancies If you have been housed by us because you were homeless, you may have been given a temporary tenancy until we can re-house you on a permanent basis. Tenants in temporary accommodation do not have the Right to Buy. A tenancy or tenancy agreement is a contract between you and your landlord which sets out both your rights and your landlord's rights. What types of tenancies are there in Scotland? On 1 December 2017 a new type of tenancy, called a private residential tenancy was introduced and this replaced older private tenancy types. If you rented your home from a private landlord or letting agency before 1 December 2017, there are 3 main types of tenancy you may have: Short assured Assured Regulated If you want to know more about these types of tenancy you can visit: Types of tenancy - mygov.scot. Find out everything you need to know about being a renter in Scotland – including what happens when your tenancy ends, what your rights and responsibilities are and who to contact if you need support. Swipe to check out more on knowing your rights as a tenant from our social media... @young.scot Do you know your rights if you're renting in Scotland? Your landlord can only increase your rent once in a 12-month period, and must give you at least three months' notice that they are going to do this. There is currently a 3% limit on how much private landlords can increase rent during a tenancy. Landlords may be able to increase rent by up to 6% to help cover certain increases in costs where these costs can be evidenced. You can ask a rent officer from Rent Service Scotland to make a decision on whether a rent increase is allowed. If you are struggling to pay your rent or worried about paying your rent in the future, you should discuss this with your landlord as soon as possible. On young.scot there's more information on your rights as a tenant and signposting to further advice on what to do if you are worried about rent! Link in bio! #Renting #RentingTips #TenantRights #Scotland #YoungScot #Original sound - Young Scot @young.scot When ending a tenancy you must give your landlord 28 days notice in writing, you will also need to state the day you want the tenancy to end. When your tenancy ends your landlord or letting agent has to get in touch with the tenancy deposit scheme provider and ask for the deposit to be returned. Made it this far in the caption? You've earned 150 Young Scot Reward points! Get your points at membership.young.scot by using this code: BS009Q179 By doing this you'll also automatically be entered to win a £100 IKEA voucher! #Tenant #Landlord #Scotland #Deposit #YoungScot #Original sound - Young Scot @young.scot Do you know your rights if you're renting in Scotland? Your landlord has legal duties to make sure your home is of a good standard and meets what is known as the Repairing Standard. Some examples of things that would not meet the Repairing Standard are: If your property is not substantially free from rising or penetrating damp. If the drains, gutters and external pipes are not in a reasonable state of repair. If there is not a satisfactory and adequate supply of both hot water and cold drinking water. If you believe your home does not meet the minimum standard of repair, and your landlord is not fulfilling their legal duties, you can apply to the First-tier Tribunal for Scotland (Housing and Property Chamber). If you feel that you are vulnerable, you can contact your local authority who have powers to apply to the tribunal on your behalf. @Greg_the_Graduate #Renting #RentingTips #TenantRights #Scotland #YoungScot #Original sound - Young Scot @young.scot Did you know there are laws in place to protect tenants from unreasonable rent increases? On young.scot there's more information about your rights as a tenant. You have a joint tenancy if you and the other tenants are all on the same tenancy agreement. This means that you will share rights and responsibilities including all tenants having responsibility for ensuring the full rent is paid. This means if one person cannot pay, the landlord can ask the other tenants to pay the remaining amount. This will apply for as long as the tenancy continues. To end a joint tenancy, all the joint tenants must agree to end it and give the landlord written notice that they want to leave. If you're not sure what to do in this scenario, seek advice from @ShelterScotland or @CitizensAdvice. #Renting #RentingTips #TenantRights #Scotland #YoungScot @thechroniclesofsonia #Original sound - Young Scot @young.scot Do you know your rights as a tenant in Scotland? @Lauren_Gaidhlig | Gaelic shares a bit about her renting experience and the support that is available. A bheil fios agad na coràichean a tha agad mar tenant ann an Alba? Tha Lauren an seo airson innsidhe dhuibh pìos beag mu dheidhinn na thachar dhi nuair a bha i a' fuireach ann an flat ann an Dùn Eideann — If you have paid your landlord a deposit, they must pay it into one of the three approved tenancy deposit schemes and give you further information about this within 30 working days of the start of your tenancy. At the end of a tenancy, remember to claim back your deposit. A landlord and tenant should always try to agree on any deductions from a tenant's deposit. If agreements can't be reached, the schemes offer a free dispute resolution service where an independent adjudicator looks at evidence from both tenant and landlord within specified timescales. If your landlord has not paid your deposit into one of the three approved schemes within this 30-day timescale, you can take them to the First-tier Tribunal for Scotland, where they could be told to pay you up to three times the value of the deposit. You can do this during the tenancy or up to three months after the tenancy has ended. On young.scot there's more information on your rights as a tenant! #Renting #RentingTips #Deposit #TenantRights #Scotland #YoungScot #Original sound - Young Scot @young.scot Did you know your rights as a tenant in Scotland? @Lauren_Gaidhlig | Gaelic shares a bit about her renting experience and the support that is available. A bheil fios agad na coràichean a tha agad mar tenant ann an Alba? Tha Lauren an seo airson innsidhe dhuibh pìos beag mu dheidhinn na thachar dhi nuair a bha i a' fuireach ann an flat ann an Dùn Eideann — If you have paid your landlord a deposit, they must pay it into one of the three approved tenancy deposit schemes and give you further information about this within 30 working days of the start of your tenancy. At the end of a tenancy, remember to claim back your deposit. A landlord and tenant should always try to agree on any deductions from a tenant's deposit. If agreements can't be reached, the schemes offer a free dispute resolution service where an independent adjudicator looks at evidence from both you and your landlord within specified timescales. Repairs If you're renting a private property, you have a duty to report the need for repairs to your landlord or letting agent. It's your landlord's responsibility to make sure the property meets two sets of standards - the Repairing Standard and the Tolerable Standard. For example, the property must be substantially free from damp, and there should be a satisfactory supply of both hot water and cold drinking water. As soon as you become aware of anything that needs repairing, you should let your landlord or letting agent know. You can do this by phone or in person but you should also send them an email or letter, so you have written proof that you told them. If your home doesn't reach a certain standard of repair and your landlord won't do the work, you can report this to the Housing and Property Chamber. They will look into your complaint and see if you have a case. If they decide you do, they can order your landlord to carry out the repairs. If a landlord doesn't comply with an order to carry out repairs, the Tribunal may make a Rent Relief Order. This is an order which reduces any rent payable under the tenancy by whatever amount the Tribunal decide, up to a maximum of 90%. It does not affect the terms of the tenancy in any other way. Local Authorities can also submit a Third Party Application if they believe that a rented house does not meet the repairing standard. Landlords and Letting Agents All landlords and letting agents in Scotland are required by law to be registered and be 'fit and proper' persons to let property. Before you rent a place, you should check they are registered. You can do this by visiting Scottish Landlord Register and Scottish Letting Agent Register. There is a legal Letting Agent Code of Practice that sets out the standards letting agents must meet. If they don't, you can raise a dispute through an independent free Tribunal. Further information on the Letting Agent Code of Practice can be found on the Scottish Government's website. Student Information Scotland, a new Scottish Government website, places a range of information on further and higher education into one place, helping new and current students make informed choices. You can find more information on renting in the private sector as a student here: Deciding Where to Live - Student Information Scotland.