Scottish Letting Day Presidents 2 slides

Conference and exhibition 21 October 2025

Conference partner: SAFE DEPOSITS SCOTLAND

Conference sponsors: LOGAN PROPERTY, tc young, unihomes.

Welcome and introduction

John Blackwood

Scottish Association of Landlords

Passing the keys – future-proofing your property wealth

Hazel Burt

EQ Accountants

Passing the keys

October 2025

With You.

Part of the SUMER Group

eqaccountants.co.uk

Agenda

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What type of property business?

- Investment
- Development
- Trading (or dealing)
- Management

Investment v trading

- Intention
- Work involved
- Frequency of transactions
- Number of transactions
- Finance arrangements
- Length of ownership

Investment v trading (cont.)

- Rental activity
- Living there
- How hands on are you with the project
- Managing your own properties v managing someone else’s
- Look at all of the above factors and adjust

What structure?

- Personal
- Scottish partnership
- LLP
- Corporate ownership
- Trust

What drives structure?

- Tax efficiency on rental income
- Liability protection
- Flexibility
- Control
- Estate planning - IHT
- The tax tail shouldn’t always wag the dog!

Tax planning ideas

- Joint ownership – spouses v other joint owners
- Inherited property
- Private Residence Relief
- Electing where you have more than one property
- Larger gardens with the potential for a plot
- Furnished holiday lets where we are now
- Incorporation

Making Tax Digital for Income Tax

- 6 April 2026, landlords with £50,000 or more in gross rental income
- Landlords earning £30,000 or more will join in 2027
- Keep **digital records**
- Send **quarterly updates** to HMRC
- File an **end of period statement**

Revisit strategy

- Hope for the best but prepare for the worst
- Tax never stands still
- Who knows what the next budget holds

Count the pennies and the pounds will save themselves

- Allowable expenses
- Relief for finance costs
- Property losses
- Tax efficient allowances
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EQ Accountants

Why EQ?

Your trusted tax specialists

In attendance today:

David Morrison	Head of advisory services
Duncan Wood	Head of commercial finance
Hazel Burt	Head of private client
Louise White	Manager

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Our famous mascot:

Scottish Letting Day 2025

Sessions now available to attend

Presidents 2 (current room)	Making sense of Making Tax Digital
Presidents 1	Lettings landscape – unpacking the Scottish market in 2025
Moncrieff	Talking Deposits LIVE
Cap & Thistle	UniHomes in Scotland – 1 year on
Centenary	Novoville Shared Repairs - a technology solution for landlords' and agencies' common repairs duties

Making sense of Making Tax Digital

Victor Palombo

HM Revenue and Customs

Making Tax Digital for Income Tax

Getting ready for landlords

HM Revenue & Customs

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What is Making Tax Digital for Income Tax

What is Making Tax Digital for Income Tax?

From 6 April 2026, some sole traders and landlords must use it, based on their total annual income from self-employment and property.

You, or your agent if you have one, will need to use MTD compatible software to:

- create, store and correct digital records of your business income and expenses
- send your quarterly updates to HMRC
- complete and submit your tax return by 31 January the following year.

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What is Making Tax Digital for Income Tax?

We're also introducing a fairer more proportionate penalty system based on the amount of tax you owe, and how long it takes you to pay it.

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When does MTD become a legal requirement?

Key dates

MTD dates	Income threshold
6 April 2026	More than £50,000
6 April 2027	More than £30,000
6 April 2028	More than £20,000

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What is the qualifying income?

What is the qualifying income?

Your qualifying income is the **total** gross income that you get in a tax year from self-employment and property.

If you have income from property that is jointly held, it is your share of that income that contributes to your qualifying income.

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How HMRC will assess your qualifying income

Return used to assess qualifying income	Year of mandation
24/25 Tax return	April 2026
25/26 Tax return	April 2027
26/27 Tax return	April 2028

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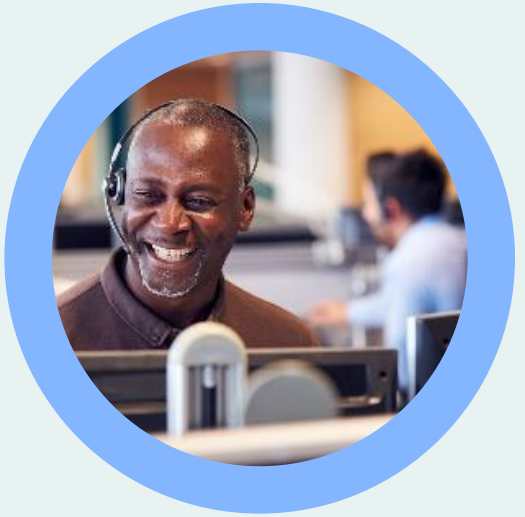
What are the main exemptions?

Understand the rules: digital excluded

- If it isn't practical for you to use software to keep digital records or submit them, due to age, disability, location or other reason
- Practicing member of a religious society or order with beliefs that are incompatible with electronic communications



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Understand the rules: automatic exemptions

- ❑ Completing a tax return as a trustee, including a charitable trustee or a trustee of non-registered pension schemes
- ❑ A person that does not have a National Insurance number — this only applies for a tax year where you do not have a National Insurance number on 31 January before the start of that tax year
- ❑ Completing a tax return as a personal representative of someone who has died
- ❑ A Lloyd's member, in relation to your underwriting business
- ❑ A non-resident company
- ❑ Customers who have a Power of Attorney
- ❑ Non-UK resident foreign entertainers and sportspeople who have no other income sources that count as qualifying income for MTD

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Digital record keeping

Digital record keeping

As a minimum, the digital record should consist of:

- Dates
- Amount
- Category

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Digital record keeping

Property income includes:

- ✓ Rent
- ✓ Premiums for the grant of a lease
- ✓ Reverse premiums
- ✓ Inducements

Property expenses includes:

- ✓ Rent
- ✓ Costs of repairs
- ✓ Maintenance or other services

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Digital record keeping

- ✓ You need to create and keep digital records of your UK and foreign property income and expenses

- ✓ Your share of any jointly let properties will form part of either your UK or foreign property income and expenses

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Joint property simplifications

1. Create less detailed digital records for the income and expenses from your jointly let properties:

- By creating a single digital record for each category of property income and expense that you receive in a Quarterly update period, or
- By creating a single digital record for each category of property expense that you incur in a tax year (if you choose this, you will need to include this information before you submit your tax return)

2. Not include expenses which relate to jointly let properties in your quarterly updates — if you choose this, you will need to include this information before you submit your tax return

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Quarterly updates and submitting your tax return

Quarterly updates

Every 3 months, Making Tax Digital for Income Tax compatible software will:

- ✓ total the digital records and
- ✓ produce summaries for each income and expense category (except joint property owners who have chosen not to provide quarterly updates of expenses)

You'll submit these from MTD compatible software each quarter.

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Quarterly updates

The update must be sent for each property business.

Treat:

- all UK properties as one business and
- all foreign properties as one business

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Submit your tax return

Once you have made all the adjustments to your self-employment and property income and expenses, you will use your MTD compatible software to complete and submit your tax return.

You will need to make sure all your other taxable income or gains for the year have been entered into your compatible software.

Once this is done you will declare that you agree with the calculation of tax provided and submit your return.

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Use Making Tax Digital for Income tax compatible software

Use Making Tax Digital for Income Tax compatible software

- Creating, storing and correcting digital records of your business income and expenses
- Sending quarterly updates to HMRC
- Receiving information, such as your tax estimates, from HMRC
- Completing and submitting your end of year return to HMRC

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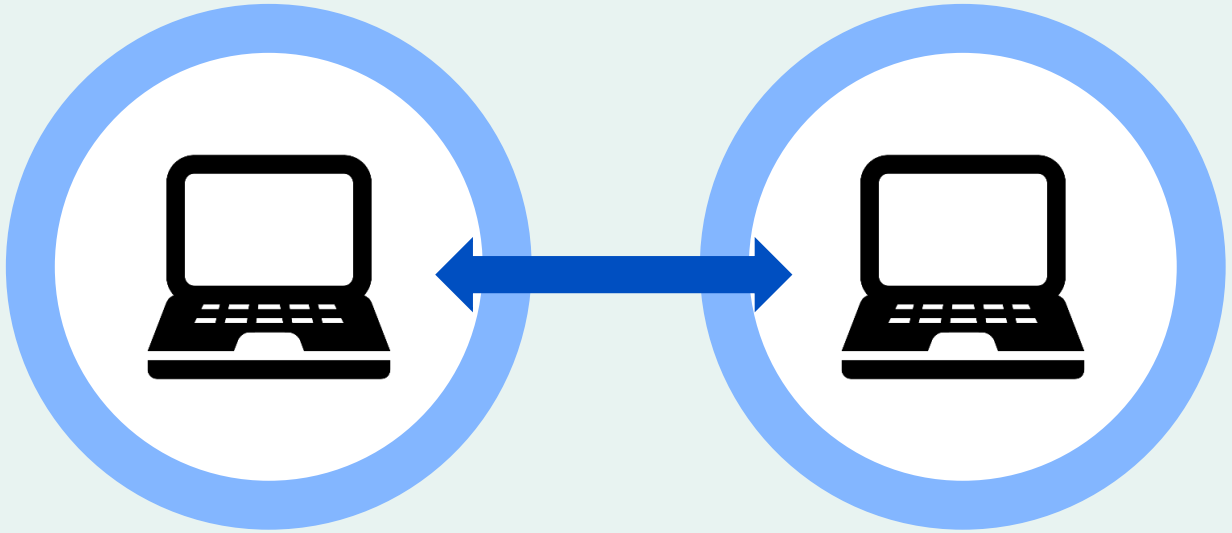
Multiple software products can be used



The software creating and storing your digital records

… or multiple digitally linked software products

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Single product: stores digital records

Digital records

Quarterly update

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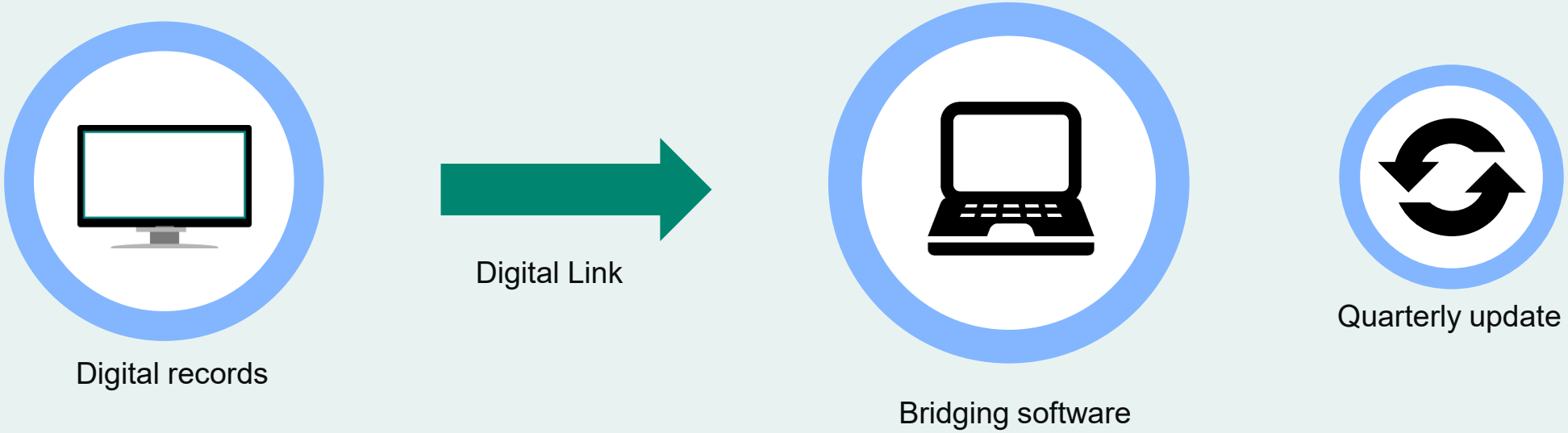
Bridging products: does not store digital records



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Act and sign up to MTD

Why sign up early?

Making Tax Digital for Income Tax is a live service, and you can sign up voluntarily any time from now until it becomes a legal requirement for you.

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Summary

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Presidents 1	PRS legal update – a round up of all the legislation due to be introduced in the private rented sector over the next few years
Moncrieff	Buy-to-let market panel discussion
Cap & Thistle	Rent arrears in Scotland (*PayProp*) - (11.30 – 11.50) The future of renting in Scotland – tackling the supply crisis together (*Logan Property*) - (11.55 – 12.15)
Centenary	Paperwork matters – a First-tier Tribunal preparation guide for landlords and agents

Passing the keys – future-proofing your property wealth

Hazel Burt

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Lunch is now served in the exhibition area

Speaker programme resumes at 13.25

Please visit our exhibitors' stands

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Scottish Letting Day

Conference and exhibition 21 October 2025

Tweet #LettingDay

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First-tier Tribunal in practice – challenges, pitfalls and practical takeaways

Claire Mullen

TC Young Solicitors

First-tier Tribunal (FTT) in practice

Challenges, pitfalls and practical takeaways

Disrepair cases

Claire Mullen

tc young

The Scottish law firm with ***you*** at its centre

Repairs – legal duties

3 sources of landlord repairing obligations:

- contractual obligations
- common law (implied obligations)
- statutory obligations s13, Housing (Scotland) Act 2006 (as amended)

Obligations will vary with each lease (although less so if using the model private residential tenancy (PRT))

Contractual obligations

- express obligations contained within the agreement between the parties
- specific to individual leases with the exception of the model PRT

Common law

Landlord has a common law obligation to:

1. Provide a property that is in a tenantable and habitable condition and;
2. To maintain it, in tenantable and habitable condition, throughout the let.

These obligations are implied unless explicitly excluded by the lease

Statutory provisions

- Housing (Scotland) Act 2006 (as amended)
- Chapter 4 and Schedule 2
- Landlord's repairing obligation

The Repairing Standard

(1) A house meets the Repairing Standard if—

(a) the house is wind and watertight and in all other respects reasonably fit for human habitation,

(b) the structure and exterior of the house (including drains, gutters and external pipes) are in a reasonable state of repair and in proper working order,

(c) the installations in the house for the supply of water, gas, electricity (including residual current devices) and any other type of fuel and for sanitation, space heating [by a fixed heating system] and heating water are in a reasonable state of repair and in proper working order,

(d) any fixtures, fittings and appliances provided by the landlord under the tenany are in a reasonable state of repair and in proper working order,

(e) any furnishings provided by the landlord under the tenancy are capable of being used safely for the purpose for which they are designed,

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The Repairing Standard continued

(h) the house meets the Tolerable Standard **(new guidance anticipated to implement Awaab's law re damp and mould),**

(i) any common parts pertaining to the house can be safely accessed and used,

(j) the house has satisfactory provision for, and safe access to, a food storage area and a food preparation space, and

(k) where the house is in a tenement, common doors are secure and fitted with satisfactory emergency exit locks.

Repairing Standard: statutory guidance for private landlords - gov.scot

Tolerable Standard Guidance: Satisfactory Fire and Carbon Monoxide Detection Chapter 16: Satisfactory Fire Detection

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Landlord duty to repair and maintain

Landlord has a statutory obligation to:

1. Provide a property that meets the Repairing Standard [at the outset] and;
2. To maintain it, to that standard, throughout the let. [The landlord complies with the duty imposed by only if any work which requires to be carried out for the purposes of complying with that duty is completed within a reasonable time of the landlord being notified by the tenant, or otherwise becoming aware, that the work is required.]

Landlords are prohibited from contracting out of these obligations (except with consent of the FTT).

Tenants' remedies

- apply for RSEO (statutory remedy)
- defence to eviction based on arrears either by asserting - withholding rent and/or self repair - abatement of rent
- damages

Withholding rent

What is it?

Common law remedy based on principle of mutuality of obligations

"The obligation to pay rent is suspended on the ground of the landlord's failure to fulfil his obligations, and the tenant may retain his rent or part of it until the landlord fulfils his obligations or until an abatement has been allowed and its amount fixed" (para 273, vol 13, Stair Memorial)

Acts as:

- defence to an action for eviction based on arrears to deny the ground for eviction exists
- defence to an action for payment of arrears thereby denying the debt due

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Abatement of rent

What is it?

Common law equitable remedy

"While house is not reasonably fit… the tenant is not getting his *quid pro quo* for the rent" (Renfrew District Council v Gray 1987 SLT (Sh Ct) 70

"Abatement is founded on principles of the highest equity not on contract or on breaches of contract" (Fern Trustee 1 Limited & Fern Trustee 2 Limited v Scott Wilson Railways Limited [2020] GLA 45)

Acts as

- defence to an action for eviction based on arrears to deny the ground for eviction exists
- defence to an action for payment of arrears thereby denying the debt due

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Damages

Common law remedy based on breach of contract

- The measure of damages is the amount of loss as a result of the breach of the landlord's contractual obligation (either implied or expressed)

Comprises:-

Inconvenience including loss of amenity and enjoyment of the property

- "Social embarrassment of living in damp/mouldy housing"
- Impact on health (personal injury/solatium)
- Damage to belongings

Cases- Zhao v Dunbar 2022 UT 25

T raised payment action against former L in respect of losses due to disrepair

14 July 2020 T reported fungal mould.

L instructed an inspection - problem related to dry rot - works arranged.

T unable to use a bedroom and staircase in the property for a 3-month period during works. T vacated on 30 October 2020.

T sought rent refund for 3 months, out of pocket expenses and a sum for inconvenience.

FTT awarded £770 (which comprised a partial abatement of rent for 3 months for her inability to use the bedroom and staircase £125 x 3 = £375) + vouched for out-of-pocket expenses.

FTT considered not reasonable to award full refund of rent nor any compensation for the 3-month period she resided in the property.

Tenant appealed to the Upper Tribunal

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Cases- Zhao v Dunbar 2022 UT 25

- UT held FTT erred in its approach to the tenant's inconvenience claim by failing to deal with it.

  UT re-made the FTT's decision by including an award for inconvenience.
- UT considered previous awards of inconvenience made in the Sheriff Courts and recognised such awards have "tended historically to be quite low".

  Sheriff Jamieson stated, "awarding compensation for inconvenience in housing cases is not an exact science and each case must turn on its own facts and circumstances."
- He took a "generous approach" awarding £330 for inconvenience to the tenant in respect of the period from reporting of the mould to her departure (3.5-month period).

Cases - Parker v Treherne CV/19/0649

- T raised payment action against former L in respect of losses due to disrepair
- Tenancy ran from 20 May 2016 to 1 May 2018
- Tenant claimed damages 80% of the rent paid (£13,120) and inconvenience (£3,000)

Key findings

- ❑ Mould/damp/roof leaks - no reasonable period permitted (4 weeks' inconvenience) = breach/ existing issue
- ❑ Further mould reported Nov 2017 – reasonable time permitted to March 2018 – T vacates May 2018 = breach (2 months' inconvenience)
- ❑ Windows/draughts – not wind and watertight throughout tenancy = breach
- ❑ Back door - failed to stay shut/blew open = breach - inconvenience but not serious risk
- ❑ Toilet/shower faults – intermittent, delays to repair = breach
- ❑ Exposed live wires reported April 2017 – not resolved till Sept 2017 – unreasonable delay = breach
- ❑ Garage roof leaking = breach but no proven loss

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Cases - Parker v Treherne CV/19/0649

Held:

- T did not retain (withhold) rent to encourage the landlord to carry out repairs.

- T paid the rent in full = no claim for abatement. *"If the applicant had wanted to claim abatement they required to do so while in the property by not paying the rent and then claiming abatement."*

- FTT did not accept that seeking 80% reduction in rent (on basis property uninhabitable most of the time) rather than proving any specific loss was a competent way of calculating loss - not supported by any of the cases or authorities.

The Tribunal awarded £650 in damages for inconvenience and loss of amenity.

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Historic cases and awards

Christian v Aberdeen City Council 2001 - £2750 for about 3.5 years of damp conditions

Frankenburg v Dundee City Council 2004 - £500 for 1 year of infrequent water ingress

Gunn v NCB 1982 - £300 for 10 months in conditions stemming from inadequately treated rising damp

McEachran v City of Glasgow DC 1988 - £1,950 for 3 years of dampness from water penetration through roof and gutters

Galloway v Glasgow City Council 2001 - £500 per annum for inconvenience over 5 years plus £250 for clothes carpets and furniture

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Practical lessons

1. Legal duty - no entitlement to reasonable time for existing defects v reasonable time to effect repairs = breach

Solution – have a system in place for logging repair requests, responding promptly and recording dates of inspections and completion of works. Evidence is crucial if a dispute arises. Lack of clear proof of timely repairs weakens the landlord's position.

2. Withholding rent is a right to encourage landlord to effect repairs

Solution - communication is vital – early acknowledgment of problems, updates, and written repair schedules can deter T to rely on self-help remedies/tribunal claims by demonstrating L's good faith to resolve issue, failing which serves as contemporaneous documentation of reasonable efforts to effect repairs.

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Practical lessons

3. Rent abatement is not a shield if rent paid in full – abatement operates as a defence to a claim for rent. It is not a measure of damages once rent has been paid in full.

- Landlord's prompt action can still result in an entitlement to an abatement - i.e. arises irrespective of breach due to quid pro quo. "In cases where the landlord is not at fault a claim for abatement may be a tenant's only remedy." (Parker v Treherne)

Solution – see practical lesson 1 - early acknowledgment of problems, updates and written repair schedules can deter T to rely on self-help remedies/tribunal claims by demonstrating L's good faith to resolve issue, failing which serves as contemporaneous documentation of reasonable efforts to effect repairs.

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Practical lessons

4. Evidence/inspection records are the difference between winning or losing a case.

Solution - Keep dated photographs before/after repairs and retain contractor invoices.

Retain tenant correspondence, conduct regular inspections, record findings and instruct repairs where required.
For telephone calls – follow up with written confirmation (letter or email).
Follow up repairs with tenants to confirm completion.

5. Where tenant damage is found during inspection, do not ignore!!

Solution - Write to tenant after the inspection, explain reasons for conclusion i.e. matter concerns tenant's damage and not fair wear and tear.
Show inventory photographs v inspection photographs.
Ask tenant to remedy in writing and keep copy correspondence. Follow up with further inspection.

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Practical lessons

6. Complexity and cost of FTT proceedings

Tenant expectations can be unrealistic

Zhao case – tenant claimed £4000
Awarded £770 at FTT then extra £330 at UT = £1100

Parker case - tenant claimed abatement £13,120 and inconvenience £3,000 = £16,120
Awarded = £650

Solution – You can have all information/records – cases are complex, involving date of notification, dates of when repair effected, whether that time period was reasonable etc.
- time consuming and can be costly.
Practical reality - sometimes a negotiated settlement will be the best solution for you (saving you time, costs, risk of adverse decision). Records will place you in a position of strength for negotiating.

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Questions?

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Tel: 0141 225 2587 / 0141 221 5562

Read our blog: www.tcyoung.co.uk/blog
Follow us on LinkedIn: @TCYoungLLP

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Cap & Thistle	Lettings landscape – unpacking the Scottish market in 2025
Centenary	Step-by-step – issuing rent increase notices the right way

PRS legal update

Caroline Elgar

Scottish Association of Landlords

PRS legal update

- Energy efficiency
- Housing Bill
- Awaab's Law

Meeting MEES

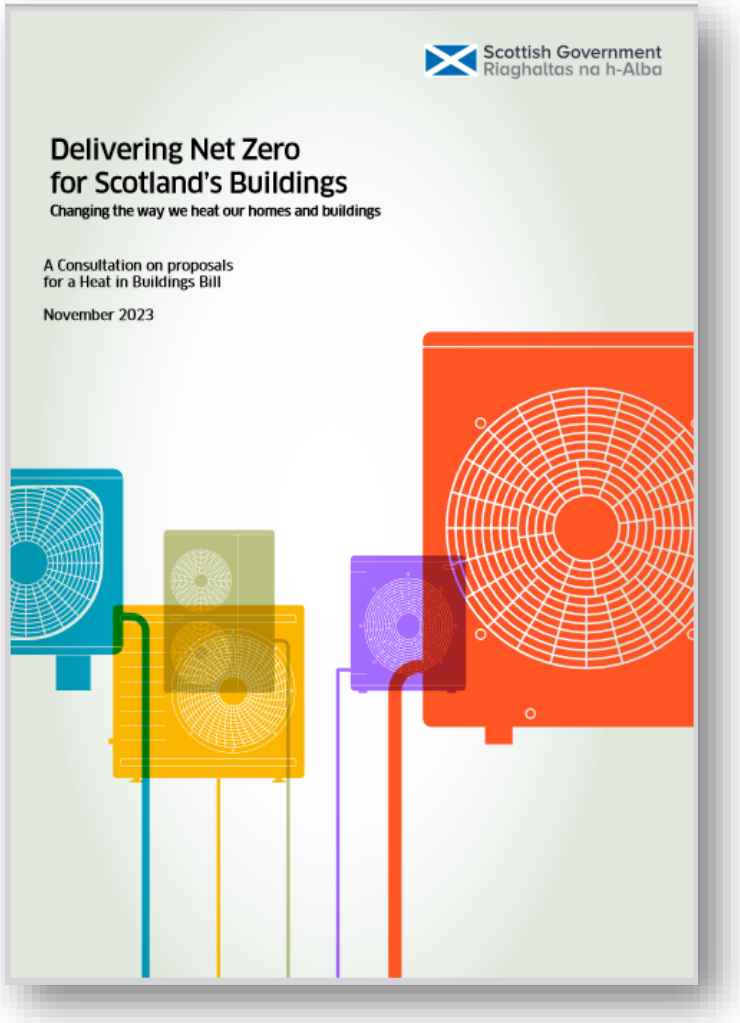
The latest proposals for a minimum energy efficiency standard

Supporting Scotland's landlords and letting agents

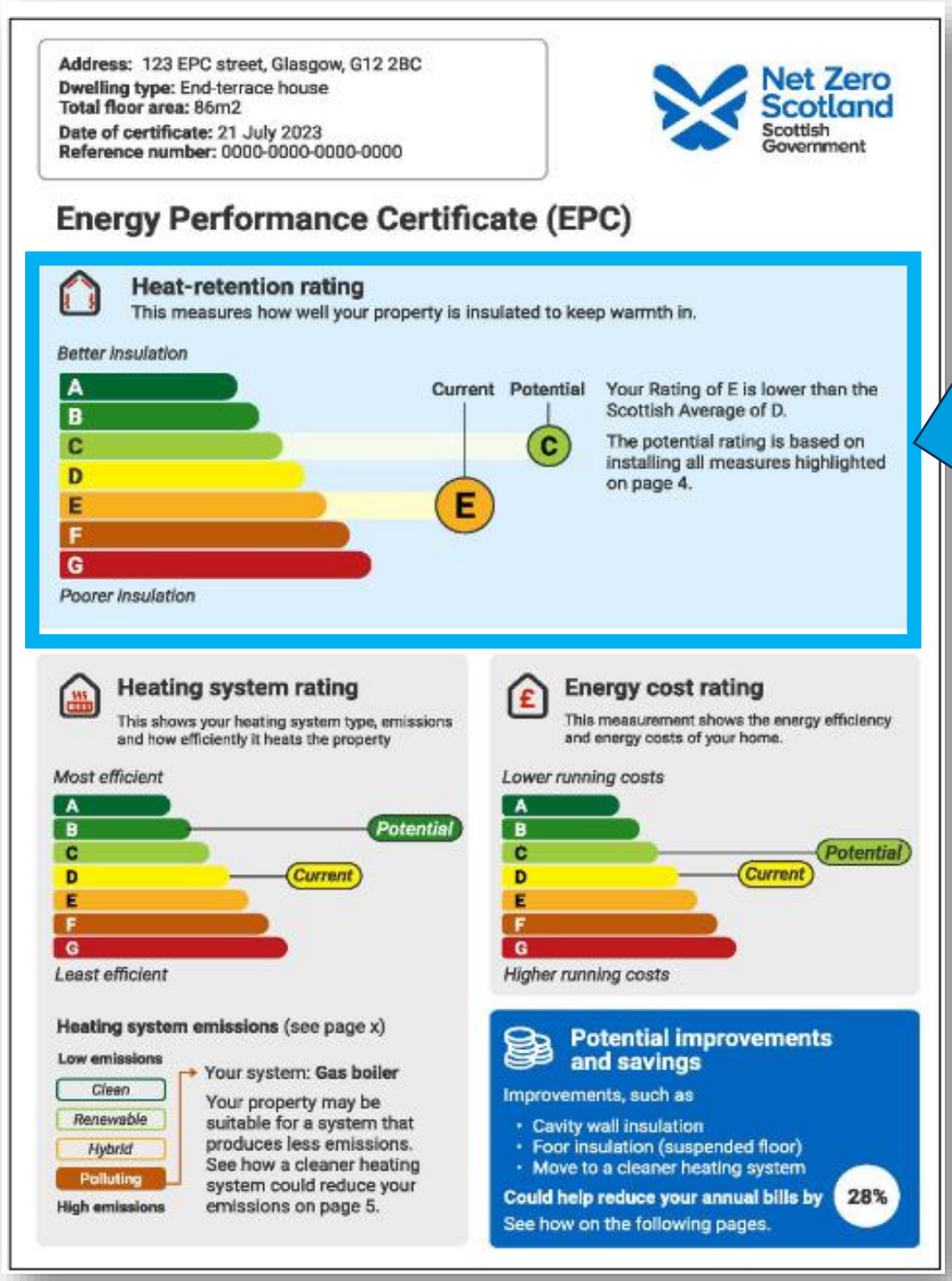
There are currently NO MINIMUM STANDARDS in the private rented sector (PRS)

2023 consultation proposals

1. Minimum energy efficiency standard "MEES" by 2028
2. ~~Clean heating system by 2045~~



EPC reform



Address: 123 EPC street, Glasgow, G12 2BC
Dwelling type: End-terrace house
Total floor area: 86m2
Date of certificate: 21 July 2023
Reference number: 0000-0000-0000-0000

Net Zero Scotland
Scottish Government

Energy Performance Certificate (EPC)

Heat-retention rating
This measures how well your property is insulated to keep warmth in.

Better Insulation
A
B
C
D
E
F
G
Poorer Insulation

Current
Potential
C
E

Your Rating of E is lower than the Scottish Average of D.

The potential rating is based on installing all measures highlighted on page 4.

Heating system rating
This shows your heating system type, emissions and how efficiently it heats the property

Most efficient
A
B
C
D
E
F
G
Least efficient

Potential
Current

Energy cost rating
This measurement shows the energy efficiency and energy costs of your home.

Lower running costs
A
B
C
D
E
F
G
Higher running costs

Potential
Current

Heating system emissions (see page x)

Low emissions
Clean
Renewable
Hybrid
Polluting
High emissions

Your system: Gas boiler

Your property may be suitable for a system that produces less emissions. See how a cleaner heating system could reduce your emissions on page 5.

Potential improvements and savings

Improvements, such as

- Cavity wall insulation
- Foor insulation (suspended floor)
- Move to a cleaner heating system

Could help reduce your annual bills by 28%

See how on the following pages.

Validity reduced
from
10 years to 5 years

2025 consultation proposals

- Heat Retention Rating (HRR) of C or above
- From 1/4/2028 at change of tenancy
- By 31/12/2033 for all remaining PRS properties

HRR of C or above

- "Our early analysis indicates that around 80% of homes currently achieving energy performance certificate (EPC) band C are likely to achieve band C in the new EPC HRR"
- Buildings using an inexpensive heating fuel but with leaky building fabric will see that reflected in a poorer rating under the HRR
- Similarly, buildings using an expensive fuel, such as electricity, but with good insulation will perform better in the HRR
- The heating system is not relevant to the HRR

Ways to improve HRR

- Loft/roof insulation
- Cavity/solid wall insulation
- Floor insulation
- Double/secondary glazing
- Insulate external doors
- Draught proofing of windows, doors and loft hatch
- Baffles or dampers to block open chimneys when not in use

New “HEETSA” assessment

- The Scottish Government is consulting on introducing a Heat and Energy Efficiency Technical Suitability Assessment (HEETSA).
- A bespoke technical assessment which would be a step beyond the EPC assessment and could be used to identify which energy efficiency improvement measures would be technically suitable for a particular building (and which would not).
- It would be OPTIONAL.
- Assessors would be accredited by government-authorised. bodies
- Unlikely to be available until 2028.

PRS MEES exemptions

- Consent (5 years)
- Negative impact on fabric or structure of the domestic PRS property (5 years) – as determined by independent architect, independent chartered engineer, independent charted building surveyor, or independent chartered architectural technologist
- Where landlord purchases/inherits property with sitting tenant (6 months)
- No relevant energy efficiency improvements
- All relevant energy efficiency improvements have been undertaken
- Cost cap (until change in ownership) - £10,000

Cost cap example

- Improvement works required to reach HHR C:
  - Loft insulation - £2000
  - Double glazing - £6000
  - Wall insulation - £9000

- Option 1: do wall insulation – total expenditure £9000 – then register exemption

- Option 2: do loft insulation and double glazing – total expenditure £8000 – then register exemption

Funding

- Only work which you can obtain government funding (a loan/grant) for has to be carried out.
- Current funding is primarily through “PRS Landlord Loan Scheme”
- <6 properties: can borrow up to £100,000

  Interest free
- 6+ properties can borrow up to £250,000

  3.5% APR
- Must be repaid within 8 years

Steps to follow

1. Obtain new style EPC
2. If HRR is below C, then from 1/4/28 can't relet until work is done or exemption registered. All PRS properties must have HRR of C or above by 31/12/33. Explore improvement options recommended in EPC.
3. If further guidance is needed on improvement options, then discuss with retrofit co-ordinator or consider obtaining HEETSA assessment.
4. Find contractors, obtain quotes and install measures.
5. If property is still below C, do any exemptions apply? If so, register amendment with local authority. Property can then be marketed for rental with below C rating.

Housing (Scotland) Bill 2024

- Introduced under SNP/Green coalition – March 2024
- Stage 2 – nearly 600 amendments proposed
- Stage 3 – nearly 400 amendments proposed
- Royal Assent (becomes legislation) likely over winter
- Most measures require secondary legislation to firm up the details – so will come into force on different dates 2026-2027

Rent control

- Local authorities do 5-yearly assessments of rent conditions using data gathered from landlords – first required by end May 2027
- Based on these assessments Scottish Government decides whether or not to designate a “rent control area” (RCA)
- RCA designation can last for up to 5 years
- Within RCA – annual rent increases (between and mid-tenancy) capped at CPI + 1% up to a maximum of 6% - with some exemptions – e.g. properties which have been improved
- Outwith RCA – rent can increase annually to market value but not in first 12 months of tenancy

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	Within RCA	Outside RCA
Mid-tenancy amount	CPI + 1% (max 6%)	Market value
Mid-tenancy frequency	12 monthly	12 monthly (not in first 12 months of tenancy)
Between tenancy amount	CPI + 1% (max 6%) (but only if no increase in previous tenancy in last 12 months)	Market value
Long term empty	Market value (unless a previous tenancy ended less than 12 months ago)	Market value
Properties purchased with vacant possession	Market value	Market value

Pets/personalisation

- Tenants can ask for permission to personalise property/keep a pet
- Personalisation: category 1 changes don't need permission; category 2 changes do
- Landlord cannot unreasonably refuse permission
- Will be guidance on what are reasonable grounds for refusal and what conditions can be imposed if giving permission
- Still a lot of detail to iron out in secondary legislation

Ending joint tenancies

Current position:

- Private residential tenancy (PRT) can only be ended by all tenants giving notice. Can lead to a tenant being “trapped” in a tenancy they no longer want to be part of.

Housing Bill provision:

- One tenant can end a PRT for all on giving joint tenants 2-3 months’ notice then further 28 days’ notice to landlord

Penalties for wrongful termination

Current position:

- Fine of 0-6 months' rent

Housing Bill provision:

- Fine of 3-36 times rent or £840 (whichever is higher)

Converting AT/SATs to PRTs

- Legislation gives government the power to introduce further legislation to convert assured/short assured tenancies into PRTs
- Would it actually be a bad thing? PRTs' rules are easier, better eviction grounds and SAT "no fault" ground is no longer particularly beneficial now that all evictions are discretionary

Awaab's Law

- Will be introduced in private and social rented sectors in Scotland from March 2026
- Social housing providers in England will have to comply from 27 October 2025
- Landlords will have to address damp and mould hazards that present a significant risk of harm to tenants to fixed timeframes

Timescales for social housing in England

- Investigate and make safe emergency hazards **within 24 hours.** Emergency hazard = one that poses an "immediate and significant risk of harm" e.g. prevalent damp and/or mould that is having a material impact on a tenant's health, for example their ability to breathe
- Investigate and make safe significant hazards **within 15 working days.** Significant hazard = one that poses a significant risk of harm to health/safety of tenant
- Start any further work required **within 12 weeks**

Hazards in scope of Awaab's Law repair requirements

For a hazard to be in scope of the Awaab's Law repair requirements, it must:

a) be a part of buildings or land for which the landlord is responsible
b) be in the landlord's control to fix
c) not be damage that is a result of breach of contract by the tenant
d) result from defects, disrepair or lack of maintenance
e) be a significant or emergency hazard

Questions?

Tel: 0131 564 0100
Email: advice@scottishlandlords.com
www.scottishlandlords.com/resources

Scottish Letting Day

Refreshments are served in the exhibition area

Speaker programme resumes at 15.20 in Presidents 1 and 2

Please visit our exhibitors' stands

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Live recording of Landlord Voice

John Blackwood, *Scottish Association of Landlords*

Stephen Jardine, *TV presenter and broadcaster*

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Thank you for coming

See you next year

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