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Delegated Powers and Law Reform Committee

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**10 June 2025**

Dear Convener,

**Leases (Automatic Continuation etc.) (Scotland) Bill**

I am writing to you to follow-up on two questions the Committee asked me about when I gave evidence on 20 May 2025. The questions directed me to two very specific issues raised in the Committee's Call for Views. I have set out below the stakeholder's issue and my response to it.

Yours sincerely,



**Siobhian Brown**

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Shepherd & Wedderburn wrote, “Transitional Provisions (Part 2) – can the Bill and/or guidance notes please clarify in relation to Leases under sub-paragraph 9(2): We recognise that such a lease (one which is continuing by tacit relocation on the day before the commencement date) will not be affected by the Bill and the current law will apply (e.g. 40 days notice to terminate). However, if such a lease does not come to an end on expiry of the current period for which it is continuing by tacit relocation and automatically continues for a further period, will it continue to do so by tacit relocation and not automatic continuation (such that the current law will continue to apply until the lease is eventually terminated)? For example, a lease is continuing year to year from January 2025 to December 2025 by tacit relocation and the Act comes into force during this time. If the lease then continues for a further year January 2026 to December 2026, is it the intention that it will be doing so by tacit relocation, and therefore the current law would apply (ie 40 days notice, rather than 3 months would apply as default), and not the new regime?”

If the provisions were to come into force on, for example 1 May 2025, the lease would continue through automatic continuation. The existing law (i.e., tacit relocation) would be excluded from the lease by virtue of paragraph 8(1) of schedule 2 of the Bill, as it currently stands. Although the Bill retains aspects of the existing law for a transitional period after the Act comes into force (for example, the requirements for giving notice to end a lease on its termination date remain as they are under the existing law for any termination date falling within 6 months of the Act coming into force), any lease which continues after a termination date falling after the Bill comes into force (whether or not during that 6 month period) does so in accordance with section 2 of the Bill and not by virtue of tacit relocation.

Burgess Salmon wrote, “Paragraph 8(3)(b) [of schedule 2] ought to have “notice” replaced with “intimation”.”

My view is that these expressions mean the same thing, and my preference is to retain the current drafting.